

equipment and supplies necessary to perform the duties set forth for ENGINEER under this contract. Notwithstanding the foregoing, COUNTY may, at its sole discretion, and with its prior written consent, provide access to COUNTY facilities, offices or meeting rooms during regular business hours for meetings, conferences or other work of ENGINEER.

G. Indemnification and Defense

1. The ENGINEER agrees to and shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Departments and Special Districts, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (hereinafter individually and collectively referred to as "Indemnitees") from all liability, including, but not limited to loss, suits, claims, demands, actions, or proceedings caused by any alleged or actual negligence, recklessness, willful misconduct, errors or omissions of ENGINEER, its directors, officers, partners, employees, agents or representatives or any person or organization for whom ENGINEER is responsible, arising out of or from the performance of services under this contract. To the extent a loss, suit, claim, demand, action, or proceeding is based on actual or alleged acts or omissions of ENGINEER, which are not design professional services, ENGINEER shall indemnify Indemnitees whether or not ENGINEER is negligent.
2. ENGINEER further agrees to and shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Departments and Special Districts, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (hereinafter individually and collectively referred to as "Indemnitees") from all liability arising from suits, claims, demands, actions, or proceedings made by agents, employees or subcontractors of ENGINEER for salary, wages, compensation, health benefits, insurance, retirement or any other benefit not explicitly set forth in this contract and arising out of work performed for COUNTY pursuant to this contract or any Work Assignment.
3. The duty to indemnify does not include loss, suits, claims, demands, actions, or proceedings caused by actual negligence of Indemnitees; however, any actual negligence of Indemnitees will only affect the duty to indemnify for the specific act found to be negligence, and will not preclude a duty to indemnify for any act or omission of ENGINEER.
4. ENGINEER shall defend and pay, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or proceedings based or alleged to be based on any act or omission of ENGINEER arising out of or from the

performance of services under this contract. The duty to defend applies to any alleged or actual negligence, recklessness, willful misconduct, error or omission of ENGINEER. The duty to defend shall apply whether or not ENGINEER is a party to the lawsuit, and shall apply whether or not ENGINEER is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively negligent, unless the act or omission at issue was caused by the sole active negligence of Indemnitees.

5. The specified insurance provisions and limits required in this contract shall in no way limit or circumscribe ENGINEER'S obligations to indemnify and hold harmless Indemnitees from third party claims.
6. In the event there is conflict between the indemnity and defense provisions and California Civil Code Sections 2782 and 2782.8, the indemnity and defense provisions shall be interpreted to comply with Civil Code sections 2782 and 2782.8.

H. Quality Control

ENGINEER shall implement and maintain the following quality control procedures during the preparation of the plans and documents prepared under this contract. ENGINEER shall have a quality control plan in effect during the entire time services are being performed under this contract. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected and back-checked, and all job related correspondence and memoranda routed and received by affected persons and then bound in appropriate job files. Where several drawings show different work in the same area, means shall be provided to avoid conflicts and misalignment in both new and existing improvements. Evidence that the quality control plan is functional may be requested by the COUNTY CONTRACT MANAGER. All plans, calculations documents and other items submitted to the COUNTY CONTRACT MANAGER for review shall be marked clearly as being fully checked and that the preparation of the material followed the quality control plan established for the work.

I. Value Engineering

1. Elements of each WORK ASSIGNMENT may be considered for Value Engineering Studies. To this end, the COUNTY CONTRACT MANAGER may direct the ENGINEER to examine the various elements of a design segment and submit an informal written statement or memorandum addressing those elements where it appears significant savings and other advantages can be realized. The statement shall be sufficiently informative to enable COUNTY to determine whether to direct a detailed Value Engineering Study or possibly direct immediate design changes where the value of the change is apparent without the

need of detailed study and analysis.

2. ENGINEER or its subcontractors shall not incorporate in the design materials or equipment of single or sole source origin without written approval of COUNTY. Proprietary names of material or equipment shall not be used in the plans and specifications.

J. Extra Work

1. ENGINEER shall not perform Extra Work until receiving written authorization from the COUNTY CONTRACT MANAGER.
2. In the event that COUNTY directs ENGINEER to provide services constituting Extra Work, COUNTY shall provide extra compensation to the ENGINEER through the approval of a separate WORK ASSIGNMENT package. Allowable compensation for approved extra work will be based on the provisions of the approved WORK ASSIGNMENT.
3. In the event the extra work exceeds the annual maximum budget amount authorized under the terms of this contract, an amendment to this contract providing for such compensation for Extra Work shall be issued by COUNTY to ENGINEER. Such Amendment shall not be effective until executed by both parties.

K. Disputes

1. In the event of a dispute or objection over work requested by COUNTY pursuant to this contract, ENGINEER agrees to first consult with COUNTY PROJECT MANAGER regarding the dispute or objection and to take all appropriate action to protect the interests of COUNTY and the PROJECT, including promptly complying with COUNTY requests when time is of the essence.
2. Any controversy or claim arising out of or relating to this contract which cannot be resolved by mutual agreement may be settled by arbitration in accordance with the rules of the American Arbitration Association, provided that the parties mutually agree to submit to arbitration.
3. Neither the pendency of a dispute nor its consideration by arbitration will excuse ENGINEER from full and timely performance in accordance with the terms of the contract.

L. Termination Without Cause

1. COUNTY reserves the right to terminate this contract at COUNTY's discretion and without cause, upon thirty (30) calendar days written notice to ENGINEER.
2. In the event of termination of the contract, upon demand, ENGINEER shall deliver to COUNTY all field notes, surveys, studies, reports, plans, drawings, specifications, and all other materials and documents

prepared by or provided to ENGINEER in the performance of this contract. All such documents and materials shall be property of COUNTY.

3. In the event that this contract is terminated, ENGINEER is entitled to full payment for all services performed up to the time written notice of contract cancellation is received by ENGINEER. Payment shall be made for services performed to date based upon the percentage ratio that the basic services performed bear to the services contracted for, less payments made to date; plus any amount for authorized, but unpaid, extra work performed and costs incurred.

M. Termination for Lack of Performance

COUNTY may terminate this contract and be relieved of the payment of any consideration to ENGINEER should ENGINEER fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. In such event, ENGINEER shall be paid only for work completed and delivered to COUNTY in a timely and successful manner.

N. Insurance

Without limiting or diminishing the ENGINEER'S obligation to indemnify or hold the COUNTY harmless, ENGINEER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this contract. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

1. Workers' Compensation:

If the ENGINEER has employees as defined by the State of California, the ENGINEER shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

2. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of ENGINEER'S

performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this contract or be no less than two (2) times the occurrence limit.

3. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this contract, then ENGINEER shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this contract or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

4. Professional Liability

ENGINEER shall maintain Professional Liability Insurance providing coverage for the ENGINEER's performance of work included within this contract, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If ENGINEER's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this contract and ENGINEER shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this contract; or 3) demonstrate through Certificates of Insurance that ENGINEER has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

5. General Insurance Provisions - All lines:

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b. The ENGINEER must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this contract. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, ENGINEER'S carriers shall either; 1) reduce or eliminate such self-

insured retention as respects this contract with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

- c. ENGINEER shall cause ENGINEER'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this contract shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ENGINEER shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- d. It is understood and agreed to by the parties hereto that the ENGINEER'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- e. If, during the term of this contract or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this contract, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this contract, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the ENGINEER has become inadequate.

- f. ENGINEER shall pass down the insurance obligations contained herein to all tiers of subconsultants working under this contract.
- g. The insurance requirements contained in this contract may be met with a program(s) of self-insurance acceptable to the COUNTY.
- h. ENGINEER agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this contract.

O. Conflict of Interest

ENGINEER warrants, by execution of this contract, that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ENGINEER for the purpose of securing business. For breach or violation of this warranty, COUNTY has the right to annul this contract without liability, pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee. ENGINEER may be requested to complete a Conflict of Interest Statement prior to, during, or after execution of this contract. ENGINEER understands that as a condition of this contract ENGINEER agrees to complete the Conflict of Interest Statement when requested to do so by COUNTY.

P. Legal Compliance

ENGINEER shall comply with all Federal, State and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals currently in effect and in any manner affecting the performance of this contract, including, without limitation, workers' compensation laws and licensing and regulations.

Q. Nondiscrimination

1. During the performance of this contract, ENGINEER and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. ENGINEER and Subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of

Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. ENGINEER and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

2. ENGINEER will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by COUNTY or AGENCIES to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of ENGINEER is in the exclusive possession of another who fails or refuses to furnish this information, ENGINEER shall so certify to COUNTY or the Federal Highway Administration as appropriate and shall set forth what efforts he has made to obtain the information.
3. In the event of ENGINEER's noncompliance with the nondiscrimination provisions of this contract, COUNTY shall impose such contract sanctions as it determines to be appropriate, including, but not limited to:
 - Withholding of payments to ENGINEER under the contract until ENGINEER complies;
 - Cancellation, termination, or suspension of the contract in whole or in part.
4. ENGINEER shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.
5. ENGINEER shall comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR 21 through Appendix H and 23 CFR 710.405(b) are applicable to this contract by reference.

R. Labor Code and Prevailing Wages

1. Certain Classifications of Labor under this contract may be subject to prevailing wage requirements.
2. Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here set forth in full. The parties recognize that said Chapter 1 deals, among other things with discrimination, penalties and forfeitures, their disposition and enforcement, wages, working hours, and securing worker's compensation insurance and directly effect the method of prosecution of the work by ENGINEER and subject it under certain conditions to penalties and forfeitures. Execution of the contract by the parties constitutes their agreement to abide by said Chapter 1, their stipulation as to all matters which they are required to stipulate as to by the provisions of said Chapter 1, constitutes ENGINEER's certification that

he is aware of the provisions of said Chapter 1 and will comply with them and further constitutes ENGINEER's certification as follows: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

3. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov>.
4. Should a portion of the project contain Federal funding, Federal minimum wages shall be used. The Federal minimum wage rates for this project as determined by the United States Secretary of Labor are available from the U.S Department of Labor, Employment Standards Administration, Wage and Hour Division's Internet website at <http://www.access.gpo.gov/davisbacon>. If there is a difference between the minimum wage rates determined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the ENGINEER and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the ENGINEER and subcontractors, the ENGINEER and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

S. Review and Inspection

ENGINEER and any Subcontractors shall permit COUNTY and/or AGENCIES to review and inspect contract activities including review and inspection on a daily basis.

T. Record Retention / Audits

1. ENGINEER's and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review,

the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations only if the contract work is paid using federal funds. In the instances of a CPA ICR Audit Workpaper Review, it is ENGINEER's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be adjusted by ENGINEER and approved by COUNTY contract manager to conform to the audit or review recommendations. ENGINEER agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by COUNTY at its sole discretion. Refusal by ENGINEER to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

2. ENGINEER, Subcontractors, and COUNTY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract or three years from project closeout, whichever is later.
3. COUNTY, Caltrans, the State Auditor General, FHWA or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of ENGINEER that are pertinent to the contract for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

U. Rebates, Kickbacks, or Other Unlawful Consideration

1. ENGINEER warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

V. Prohibition of Expending Local Agency, State, or Federal Funds for Lobbying

1. ENGINEER certifies to the best of his or her knowledge and belief that:
 - a. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of ENGINEER to any person for influencing or attempting to influence an officer or employee of any

state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; ENGINEER shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. ENGINEER also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

W. Ownership of Data

Ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in COUNTY and no further agreement will be necessary to transfer ownership to COUNTY.

X. Confidentiality of Data

1. All financial, statistical, personal, technical or other data and information which is designated confidential by COUNTY or AGENCIES, and made available to ENGINEER in order to carry out this contract, shall be protected by ENGINEER from unauthorized use and disclosure.

2. Permission to disclose information on one occasion for a public hearing held by COUNTY or AGENCIES relating to the contract shall not authorize ENGINEER to further disclose such information or disseminate

the same on any other occasion.

3. ENGINEER shall not comment publicly to the press or any other media regarding the contract, including COUNTY or Agencies actions regarding this contract. Communication shall be limited to COUNTY, Agency or ENGINEER's staff that are involved with the project, unless ENGINEER shall be requested by COUNTY to attend a public hearing or respond to questions from a Legislative committee.
4. Each subcontract shall contain provisions similar to the foregoing related to the confidentiality of data and nondisclosure of the same.
5. ENGINEER shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this contract without prior review of the contents thereof by COUNTY and receipt of COUNTY's written permission.

Y. Funding Requirements

1. All obligations of COUNTY are subject to appropriation of resources by various Federal, State and local agencies.
2. This contract is valid and enforceable only if sufficient funds are made available to COUNTY for the purpose of the WORK ASSIGNMENTS. In addition, this contract is subjected to any additional restrictions, limitations, conditions or any statute enacted by Congress, State Legislature or COUNTY that may affect the provisions, terms or funding of this contract in any manner.
3. It is mutually agreed that if sufficient funds for the program are not appropriated, this contract will be amended or terminated to reflect any reduction in funds.

ARTICLE V • PERFORMANCE

A. Performance Period

1. This Contract shall begin upon notification to proceed by the COUNTY CONTRACT MANAGER.
2. ENGINEER is advised that any recommendation for contract award is not binding on COUNTY until the proposed contract is fully executed and approved by COUNTY.
3. ENGINEER shall perform WORK ASSIGNMENT services in accordance with the provisions set forth in Appendix B, Schedule of Services, which is attached hereto and incorporated herein by reference and in accordance with the terms specifically set forth for each WORK ASSIGNMENT.
4. Where ENGINEER is required to prepare and submit studies, reports, plans, etc., to COUNTY, these shall be submitted in draft as scheduled, and the opportunity provided for COUNTY to offer comments prior to final submission.

5. When COUNTY determines that ENGINEER has satisfactorily completed the WORK ASSIGNMENT services, COUNTY may give ENGINEER a written Notice of Final Acceptance. ENGINEER shall not incur any further costs hereunder unless so specified in the Notice of Final Acceptance. ENGINEER may request a Notice of Final Acceptance determination when, in its opinion, it has satisfactorily completed all covenants as stipulated in this contract.
6. Time is of the essence in this contract.

B. Time Extensions

1. Any delay in providing WORK ASSIGNMENT services required by this contract occasioned by causes beyond the control and not due to the fault or negligence of ENGINEER, shall be the reason for granting an extension of time for the completion of the aforesaid work. When such delay occurs, ENGINEER shall promptly notify COUNTY in writing of the cause and of the extent of the delay whereupon COUNTY shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the work when, in COUNTY's judgment, their findings of fact justify such an extension of time.
2. COUNTY's findings of fact shall be final and conclusive to the parties hereto. However, this is not intended to deny ENGINEER its civil legal remedies in the event of a dispute.

C. Reporting Progress

1. To ensure understanding and performance of the contract objectives, meetings between COUNTY, AGENCIES, and ENGINEER shall be held as often as deemed necessary. All work objectives, ENGINEER's work schedule, the terms of the contract and any other related issues will be discussed and/or resolved. ENGINEER shall keep minutes of meetings and distribute copies of minutes as appropriate.

D. Evaluation of ENGINEER

ENGINEER's performance will be evaluated by COUNTY for future reference.

ARTICLE VI • COMPENSATION

A. Work Authorization

ENGINEER shall not commence performance of any WORK ASSIGNMENT services until so directed by the COUNTY CONTRACT MANAGER. No payment will be made prior to approval of this contract and the issuance of a WORK ASSIGNMENT.

B. Basis of Compensation

1. WORK ASSIGNMENT services as provided under this contract and as described in the Scope of

Services and each WORK ASSIGNMENT, shall be compensated for as defined in Appendix C, Budget, which is attached hereto and incorporated herein by reference. The total amount of this contract is not to exceed \$250,000.00 per fiscal year

2. Prior authorization in writing by the COUNTY CONTRACT MANAGER will be required before ENGINEER enters into any non-budgeted purchase order or subcontract exceeding \$500 for supplies, equipment or consultant services. ENGINEER shall provide an evaluation of the necessity or desirability of incurring such costs.
3. For purchase of any item, service or consulting work not covered in ENGINEER's proposal and exceeding \$500, with prior authorization by the COUNTY CONTRACT MANAGER, three competitive quotations shall be submitted with the request, or the absence of bidding shall be adequately justified.
4. Any equipment purchased as a result of this contract is subjected to the following: ENGINEER shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$500 or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit. At the conclusion of the contract or if the contract is terminated, ENGINEER may either keep the equipment and credit COUNTY in an amount equal to its fair market value or sell such equipment at the best price obtainable at a public or private sale in accordance with established COUNTY procedures and credit COUNTY in an amount equal to the sales price. If ENGINEER elects to keep the equipment, fair market value shall be determined, at ENGINEER's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable by COUNTY, and ENGINEER. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY and AGENCIES.
5. The consideration to be paid ENGINEER, as provided herein, shall be in compensation for all of ENGINEER's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
6. ENGINEER agrees that the Code of Federal Regulations Section 49, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments shall be used to determine the allowability of individual items of cost.
7. ENGINEER also agrees to comply with Federal procedures in accordance with Office of Management and Budget Circular A-102, Uniform Administrative Requirements for Grants-in-Aid to State and Local

Governments.

8. In the event of errors or omissions in any work product, ENGINEER shall perform the necessary engineering services required to correct such errors and omissions without additional charge to COUNTY.

C. Progress Payments

1. ENGINEER shall submit separate invoices for each WORK ASSIGNMENT in accordance with Appendix C, Budget, the executed WORK ASSIGNMENT, and in accordance with COUNTY Engineering Services Invoicing Procedures.
2. ENGINEER shall submit an invoice each month for services performed during the preceding month. Invoices shall be submitted to the COUNTY CONTRACT MANAGER.
3. Payments will be made as promptly as fiscal procedures will permit upon receipt by the COUNTY CONTRACT MANAGER of itemized invoices.

ARTICLE VII • GIS INFORMATION

- A. "GIS Information" shall include GIS digital files (including the information or data contained therein) and any other information, data, or documentation from County GIS (regardless of medium or format) that is provided pursuant to this contract.
- B. ENGINEER acknowledges that the unauthorized use, transfer, assignment, sublicensing, or disclosure of the GIS information, documentation, or copies thereof will substantially diminish their value to COUNTY. ENGINEER acknowledges and agrees that COUNTY GIS information is a valuable proprietary product, embodying substantial creative efforts, trade secrets, and confidential information and ideas. COUNTY GIS information is and shall remain the sole property of COUNTY; and there is no intention of COUNTY to transfer ownership of COUNTY GIS information.
- C. COUNTY GIS information is made available to ENGINEER solely for use in the normal course of ENGINEER's business to produce reports, analysis, maps and other deliverables only for this contract and as described within the Scope of Services or authorized WORK ASSIGNMENTS.
- D. ENGINEER agrees to indemnify and hold harmless COUNTY, its officers, employees and agents from any and all liabilities, claims, actions, losses or damages relating to or arising from ENGINEER's use of COUNTY GIS information.
- E. GIS information cannot be used for all purposes; and GIS information may not be complete for all purposes. Additional investigation or research by ENGINEER into other sources will be required. GIS information is intended only as an information base and is not intended to replace any legal records. COUNTY has used

1 and will continue to use its best efforts to correctly input into COUNTY GIS the information contained in
2 various legal and other records; but COUNTY accepts no responsibility for any conflict with actual legal
3 records or for information not transferred from legal records to COUNTY GIS. COUNTY has attempted to
4 update GIS information as often as is practically feasible. However, ENGINEER should be aware that GIS
5 information may not be current and changes or additions to the information contained in COUNTY GIS may
6 not yet be reflected in COUNTY GIS.

7 F. COUNTY accepts no responsibility for the use of GIS information; and COUNTY provides no warranty for the
8 use of COUNTY GIS or COUNTY GIS information by ENGINEER. THE WARRANTIES SPECIFICALLY SET
9 FORTH IN THIS CONTRACT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED,
10 INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE;
11 AND SUCH OTHER WARRANTIES ARE HEREBY EXCLUDED.

12 G. Final plans, drawings or other work product will be provided in an electronic format suitable for inclusion within
13 the COUNTY GIS or CADD Systems by ENGINEER and will contain the appropriate meta data and will be
14 geographically registered using a appropriate coordinate system such as the California State Plane
15 Coordinate System NAD 83.
16
17
18
19
20
21
22
23
24
25
26
27
28
29

ARTICLE VIII • APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

Patricia Romo Dated: 6/5/14

JUAN C. PEREZ

Director of Transportation and Land Management
Assistant Director of Transportation

APPROVED AS TO FORM:

PAMELA J. WALLS, COUNTY COUNSEL

Patricia Romo Dated: 6/17/14
By Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

_____ Dated: _____

PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

_____ Dated: _____

KECIA HARPER-IHEM

Clerk of the Board (SEAL)

ENGINEER Approvals

ENGINEER:

Dilesh Sheth Dated: 5/15/14

DILESH SHETH
PRINTED NAME

VICE PRESIDENT
TITLE

ENGINEER:

_____ Dated: _____

PRINTED NAME

TITLE

APPENDIX A • ARTICLE AI • INTRODUCTION

A. DESCRIPTION

Services provided under this contract will be performed on an on-call basis to the Riverside County Transportation Department for transportation related WORK ASSIGNMENTS located throughout Riverside County. ENGINEER will provide technical, administrative, managerial and other types of services in support of COUNTY operations.

B. COORDINATION

ENGINEER may be required to coordinate with other involved agencies. Coordination may include, but will not necessarily be limited to the following:

- Relevant Cities
- CALTRANS
- Regional Water Quality Control Board
- Federal Highway Administration
- Federal and State Resource Agencies
- Utility Companies

All meetings with outside agencies will be scheduled by ENGINEER with approval of COUNTY.

C. STANDARDS

Standards will be determined on an assignment by assignment basis.

D. KEY PERSONNEL

The ENGINEER has represented to the COUNTY that certain key personnel will perform the services and if one or more of such personnel should become unavailable, ENGINEER may substitute other personnel of at least equal competence only after prior written approval by the COUNTY CONTRACT MANAGER has been secured. The key personnel for performance on this contract are:

Name	Position
Dilesh Sheth, P.E.	Project Manager

ARTICLE AII • PROJECT ADMINISTRATION

A. PROJECT MANAGEMENT

1. The ENGINEERING CONTRACT MANAGER will maintain ongoing liaison with the COUNTY CONTRACT MANAGER and other effected agencies to promote effective coordination during the course of working on assignment.

B. COST ACCOUNTING

1. The ENGINEER will prepare monthly reports of expenditures for each on-call assignment. Expenditures

include direct labor costs, other direct costs and subconsultant costs. These reports will be included as supporting data for invoices presented to the COUNTY every month.

C. SCHEDULING

1. Schedules will be prepared for each specific assignment.

ARTICLE AIII • SCOPE OF WORK

The scope of work for this contract is to provide on-call services to the Riverside County Transportation Department for transportation related WORK ASSIGNMENTS located throughout Riverside County. Services will be performed at the request of the COUNTY CONTRACT MANAGER. ENGINEER and/or COUNTY shall prepare a written scope of work and schedule for each WORK ASSIGNMENT. ENGINEER and COUNTY shall negotiate and establish a budget that is consistent with the scope of work and the ENGINEER's billing rates as provided in Appendix C. Each WORK ASSIGNMENT shall be memorialized in writing and approved by the Director of Transportation and Land Management Agency and by the ENGINEERING CONTRACT MANAGER or authorized designees. The yearly sum of the authorized budget for ENGINEER's WORK ASSIGNMENTS shall not exceed the maximum annual amount as defined in Appendix C.

The ENGINEER may be required to provide on-call services that include but are not limited to the following:

A. TRANSPORTATION PLANNING TASKS

1. Perform planning studies.
2. Perform transportation modeling.
3. Perform traffic impact studies.
4. Review traffic impact studies.
5. Prepare Grant funding applications.
6. Review drainage studies/ Water Quality Management Plans (WQMP) for Development projects and provide comments and/or Conditions of Approval.
7. Review and recommend approvals of improvement plans for Development projects, including verification of compliance with Conditions of Approval, County ordinances and general engineering practices.
8. Provide other transportation planning related professional services as required.

B. ROADWAY/HIGHWAY ENGINEERING TASKS

1. Perform drainage analysis and prepare hydrology reports.
2. Perform environmental studies and prepare environmental reports, including WQMPs.

3. Perform quantity take offs and prepare engineer estimates.
4. Prepare roadway/highway engineering plans and specifications.
5. Prepare landscaping plans and specifications.
6. Prepare Structural Plans and specifications.
7. Prepare NPDES erosion control plans/ WQMP implementation plans.
8. Prepare Right-of-way requirement maps.
9. Perform utility coordination activities.
10. Prepare Agreement Preparation.
11. Prepare engineering land surveys.
12. Perform public outreach.
13. Provide other roadway/highway engineering related professional services as required.

C. TRAFFIC ENGINEERING TASKS

1. Prepare traffic engineered design plans.
2. Prepare Pavement delineation and signing plans.
3. Prepare Stage construction and traffic handling plan.
4. Prepare Signal plans.
5. Perform traffic signal coordination timing analysis using Syncro.
6. Perform traffic engineering studies and reports.
7. Intelligent transportation systems (ITS) planning.
8. Provide other traffic engineering related professional services as required.

APPENDIX B • ARTICLE BI • INTRODUCTION

ENGINEER shall perform the covenants set forth in Appendix A, Scope of Services in accordance with the performance requirements of Article V of this contract and with the following Schedule of Services. This contract shall permit the issuance of WORK ASSIGNMENTS until June 30, 2017. COUNTY and ENGINEER may enter into a one-year supplemental extension to this contract for the purpose of authorizing WORK ASSIGNMENTS. This contract may be extended up to two times, for a period not to exceed two years from the original termination date of the contract. All authorized WORK ASSIGNMENTS shall be completed within two years of the final authorized date for approving WORK ASSIGNMENTS. All Covenants set forth in this contract shall therefore be completed by June 30, 2019, unless extended by supplemental agreement.

Contract expiration time frames for issuance of work authorizations...

Contract	Contract Execution Date to June 30, 2017		
Supplement 1	July 1, 2017 to June 30, 2018	TLMA Director or Board Approval	
Supplement 2	July 1, 2018 to June 30, 2019	TLMA Director or Board Approval	

Deliverables schedules will be prepared for each specific Work Assignment that ENGINEER is assigned.

Satisfactory performance and completion of the services under this contract shall be compensated based upon the Fee Schedule outlined below and based on a negotiated budget for each specific WORK ASSIGNMENT.

COUNTY will compensate ENGINEER for hours worked by ENGINEER's staff in performance of the work in accordance with the attached Fee Schedule. Actual costs for a WORK ASSIGNMENT shall not exceed the estimated costs. If actual costs exceed the estimated costs, a new separate WORK ASSIGNMENT and associated fee must be authorized for the additional services. The sum of the WORK ASSIGNMENTS authorized during each year shall not exceed the maximum annual amount of the contract.

APPENDIX C • ARTICLE CI • ELEMENTS OF COMPENSATION

Compensation for the Services will be comprised of the following elements: DIRECT LABOR COSTS, OTHER DIRECT COSTS and OUTSIDE SERVICES.

A. DIRECT LABOR COSTS

Direct Labor costs shall be paid in an amount equal to the billing rates provided in section ARTICLE CV • BILLING RATES. Billing rates for staff positions not listed in the billing rates will be based on negotiated rates for each

B. OTHER DIRECT EXPENSES

Additional Direct Costs, directly identifiable to the performance of the services of this contract, shall be reimbursed at the rates defined in each WORK ASSIGNMENT, or at actual invoiced cost.

Travel by air and travel in excess of 100 miles from ENGINEER's office nearest to COUNTY's office must have COUNTY's prior written approval to be reimbursed under this Contract.

C. OUTSIDE SERVICES

Outside services shall be paid in accordance with the negotiated cost proposal for each WORK ASSIGNMENT.

ARTICLE CII • INVOICING

ENGINEER shall submit invoices in accordance with the Engineering Services Contract ARTICLE VI • COMPENSATION and with the following requirements.

1. Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by the COUNTY CONTRACT MANAGER.
2. Billings for direct labor, other direct expenses and outside services shall be included in ENGINEER's

monthly invoice submittals and shall be in conformance with the COUNTY Engineering Services Invoicing Procedures.

3. The charges for each individual assigned under this Contract shall be listed separately.
4. Charges of \$500.00 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation such as invoices, telephone logs, etc.
5. Each invoice shall bear a certification signed by the ENGINEERING CONTRACT MANAGER or an officer of the firm, which reads as follows:

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

ARTICLE CIII • PAYMENT

Progress payments shall be made in accordance with the Engineering Services Contract ARTICLE VI • COMPENSATIONS.

ARTICLE CIV • COST PROPOSAL

The total annual amount of services to be performed under this contract is not to exceed \$250,000 unless approved in writing by COUNTY.

Annual Budget Amounts...

Year	Amount
Contract Execution Date to June 30, 2015	\$250,000
July 1, 2015 to June 30, 2016	\$250,000
July 1, 2016 to June 30, 2017	\$250,000
July 1, 2017 to June 30, 2018	\$250,000 Requires TLMA Director or Board Approval
July 1, 2018 to June 30, 2019	\$250,000 Requires TLMA Director or Board Approval

ARTICLE CV • BILLING RATES

Billing Rates are given below and are subject to the following:

A. PREMIUM OVERTIME

Billing Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this contract. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier.

B. BILLING RATES

Billing Rates shown herein are in effect for three years following the effective date of the contract. Thereafter, ENGINEER may request adjustments to individual rates on an annual basis. ENGINEER shall notify COUNTY in writing requesting a change in the rates included herein. All adjustments to rates shall be subject to approval by the TLMA Director, or his designee.

COMPANY:

SCOPE OF WORK:

DATE:

COMPANY:

SCOPE OF WORK:

DATE:

May 16, 2014

STAFF NAME	TITLE	RATE
CHJ Consultants (Geotech)		
	GE Managing Engineer	\$120.00
	RCE Project Engineer	\$110.00
	Project Coordinator	\$85.00
	Vice President/Cert. Engineering Geologist	\$160.00
	Project Geologist/Cert. Engineering Geologist	\$85.00
	Staff/Field Geologist	\$65.00
	Field Technician	\$150.00
	Clerical	\$45.00
ICF (Environmental)		
	Sr. Project Director	\$265.00
	Project Director	\$230.00
	Sr. Technical Analyst	\$180.00
	Managing Consultant	\$165.00
	Sr. Consultant II	\$145.00
	Sr. Consultant I	\$125.00
Advanced Utility Design (Utility Coordination)		
	Principal	\$150.00
	Specialist	\$165.00
	Project Manager	\$125.00
	Project Coordinator	\$100.00
	Drafter	\$85.00

COMPANY:

SCOPE OF WORK:

DATE:

May 16, 2014

[illegible]

COMPANY:

SCOPE OF WORK:

DATE: