

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

438A



**FROM:** TLMA - Transportation Department

**SUBMITTAL DATE:**  
October 5, 2011

**SUBJECT:** Engineering Services Agreement with RBF Consulting for On-Call NPDES Compliance Services

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. That the Board of Supervisors approve and execute an Engineering Services Agreement between RBF Consulting and the County of Riverside.

**BACKGROUND:** National Pollutant Discharge Elimination System (NDPES) services are needed to provide access to expertise and additional personnel, enabling the Transportation Department to meet increasing state and federal regulatory compliance demands.

Juan C. Perez  
Director of Transportation

JCP:rrj:rr  
(Continued On Attached Page)

**FINANCIAL DATA**

Current F.Y. Total Cost:	\$ 100,000	In Current Year Budget:	Yes
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/2012

**SOURCE OF FUNDS:** Measure A – 25%, Gas Tax – 25%, TUMF – 25%, Executive Office NPDES Fund – 25%  
There are no General Funds used in this project.

**Positions To Be Deleted Per A-30** ☐

**Requires 4/5 Vote** ☐

**C.E.O. RECOMMENDATION:**

APPROVE

BY:

Tina Grande

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Stone, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: October 18, 2011  
xc: Transp.

Kecia Harper-Ihem  
Clerk of the Board  
By: Deputy

**Prev. Agn. Ref.**

**District:** All

**Agenda Number:**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

3.36

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

FORM APPROVED BY COUNTY COUNSEL  
BY: NEAL R. KIPNIS  
DATE:

Departmental Concurrence

Dept't Recomm.: ☐ Policy ☒ Policy  
Per Exec. Ofc.: ☐ Consent ☒ Consent

The Honorable Board of Supervisors

RE: Engineering Services Agreement with RBF Consulting for On-Call NPDES Compliance Services

October 5, 2011

Page 2 of 2

A request for proposals was advertised on March 21, 2011. Six firms submitted qualifications and the top three ranked firms (based upon an evaluation of the proposals) were invited to interviews. The written proposals were evaluated by representatives of the Environmental and Construction Sections of the Riverside County Transportation Department.

RBF Consulting was selected as one of the top ranked firms to provide services on an "as needed" basis for a period of three years. RBF Consulting's specific services include, but are not limited to, preparation of Water Quality Management Plans, NPDES-related training, project reviews during the design and construction phases and NPDES monitoring program implementation.

The contract was developed by negotiations between RBF Consulting and the Riverside County Transportation Department. To provide diversity of resources and targeted expertise for other aspects of our operations, an additional two contracts for on-call services have been negotiated with other firms and will be recommended to the Board as separate items. These contracts may be canceled by the County without cause with a 30 day notice.

Contract No. 11-08-011

Riverside County Transportation

## **ENGINEERING ON-CALL SERVICES AGREEMENT**

for

**National Pollutant Discharge Elimination System (NPDES)  
Consulting Services**

between

**County of Riverside • Transportation Department**

and

**RBF CONSULTING**



OCT 18 2011 3.36

# Table of Contents

<b>ARTICLE I • DESIGNATED CONTACTS .....</b>	<b>1</b>
<b>ARTICLE II • DEFINITION OF WORK ASSIGNMENTS .....</b>	<b>1</b>
<b>ARTICLE III • COOPERATIVE AGENCIES .....</b>	<b>2</b>
A. Lead Agency .....	2
B. Cooperative Agencies .....	2
C. COUNTY/AGENCIES Standards .....	2
<b>ARTICLE IV • CONDITIONS .....</b>	<b>2</b>
A. Notifications .....	2
B. Assignment .....	2
C. Subcontracts .....	2
D. Modifications .....	3
E. COUNTY Directives .....	3
F. Liability .....	3
G. Indemnification and Defense .....	4
H. Quality Control .....	5
I. Value Engineering .....	6
J. Extra Work .....	6
K. Disputes .....	6
L. Termination Without Cause .....	7
M. Termination for Lack of Performance .....	7
N. Insurance .....	8
O. Conflict of Interest .....	11
P. Legal Compliance .....	11
Q. Nondiscrimination .....	12
R. Labor Code and Prevailing Wages .....	13
S. Review and Inspection .....	14
T. Record Retention / Audits .....	14
U. Ownership of Data .....	14
V. Confidentiality of Data .....	14
W. Funding Requirements .....	15
<b>ARTICLE V • PERFORMANCE .....</b>	<b>15</b>
A. Performance Period .....	15
B. Time Extensions .....	16
C. Reporting Progress .....	16
D. Evaluation of ENGINEER .....	16
<b>ARTICLE VI • COMPENSATION .....</b>	<b>16</b>
A. Work Authorization .....	16
B. Basis of Compensation .....	16
C. Progress Payments .....	18
<b>ARTICLE VII • GIS INFORMATION .....</b>	<b>18</b>
<b>ARTICLE VIII • APPROVALS .....</b>	<b>20</b>
<b>APPENDICES</b>	
1. Scope of Services .....	A1
2. Schedule of Services .....	B1
3. Budget .....	C1



**ENGINEERING SERVICES AGREEMENT**

COUNTY OF RIVERSIDE, hereinafter referred to as "COUNTY", and RBF Consulting, hereinafter referred to as "ENGINEER", located at the following addressees:

County of Riverside • Transportation Department	RBF Consulting
4080 Lemon Street, 8 <sup>th</sup> Floor	14725 Alton Parkway
Riverside, CA 92502	Irvine, CA 92618

do hereby agree as follows:

**ARTICLE I • DESIGNATED CONTACTS**

Coordination of ENGINEER, and COUNTY activities shall be accomplished through an ENGINEERING CONTRACT MANAGER, and a COUNTY CONTRACT MANAGER.

The ENGINEERING CONTRACT MANAGER for ENGINEER shall be:

Scott Taylor, PE

The COUNTY CONTRACT MANAGER for COUNTY shall be:

Claudia Steiding, NPDES Coordinator, or her designee

**ARTICLE II • DEFINITION OF WORK ASSIGNMENTS**

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 shall furnish all technical and professional services including labor, material, equipment, transportation, supervision, and expertise to fully and adequately perform the services generally described in Appendix A, Scope of Services, and more specifically described in Work Assignments to be negotiated and executed in the future as services are required. Work Assignments shall be initiated 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. Each Work Assignment shall be memorialized in writing and approved by the Director of Transportation and by the ENGINEERING CONTRACT MANAGER or authorized designee's. All services and deliverables associated with the performance and accomplishment of the covenants described in approved Work Assignments is hereinafter collectively referred to as the "WORK ASSIGNMENTS".

**ARTICLE III • COOPERATIVE AGENCIES****A. Lead Agency**

COUNTY may be working cooperatively with other agencies in the effort to complete WORK ASSIGNMENTS and would generally be designated as the lead agency.

**B. Cooperative Agencies**

It is common for COUNTY to be working cooperatively with other agencies when performing services of the type that will be performed under this contract. The cooperating agencies will hereinafter be collectively referred to as the "AGENCIES."

**C. COUNTY/AGENCIES Standards**

All deliverables shall be prepared in accordance with the current COUNTY and AGENCIES practices, regulations, policies, procedures, manuals and standards where applicable. All deliverables are subject to review and approval by COUNTY.

**ARTICLE IV • CONDITIONS****A. Notifications**

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed to the attention of the ENGINEERING CONTRACT MANAGER or the COUNTY CONTRACT MANAGER at the respective addresses provided on page one of this contract.

**B. Assignment**

Without written consent of COUNTY, this contract is not assignable by ENGINEER either in whole or in part.

**C. Subcontracts**

1. ENGINEER shall perform the services contemplated with resources available within its own organization. No portion of the services pertinent to this contract shall be subcontracted without written authorization by the COUNTY CONTRACT MANAGER, except that which is expressly authorized by this contract or by a specific WORK ASSIGNMENT.
2. In the event ENGINEER subcontracts any portion of ENGINEER's duties under this contract, ENGINEER shall require its subcontractors to comply with the terms of this contract in the same manner as required

of ENGINEER including, but not limited to; indemnification of the COUNTY, requiring the same insurance of Subcontractors as required of ENGINEER, and having Subcontractor's insurance name the COUNTY as Additional Insured for each type of insurance where this Agreement requires ENGINEER's insurance to name COUNTY as Additional Insured.

**D. Modifications**

1. This contract may be amended or modified only by mutual written agreement of the parties. No alteration or variation of the terms of this contract will be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein, will be binding on any of the parties hereto except for minor modifications as defined below.
2. Execution of individual WORK ASSIGNMENTS is authorized under the terms of this contract and is not considered a modification. All WORK ASSIGNMENTS must be approved in writing by the Director of Transportation and by the ENGINEERING CONTRACT MANAGER or authorized designee's.
3. There shall be no change in the ENGINEERING CONTRACT MANAGER or key members of the ENGINEER's team without prior written approval by the COUNTY CONTRACT MANAGER.
4. Modifications to the scope of services authorized under an approved WORK ASSIGNMENT can be authorized by the COUNTY CONTRACT MANAGER for work that is generally consistent with the approved scope of services and does not require funding in excess of the amount approved for the WORK ASSIGNMENT.

**E. COUNTY Directives**

ENGINEER shall receive contract directions and interpretations from the COUNTY CONTRACT MANAGER.

**F. Liability**

1. ENGINEER has total responsibility for the accuracy and completeness of all data, reports, plans, specifications and estimates prepared under WORK ASSIGNMENTS and shall check all such material accordingly. COUNTY will review all work product deliverables. The responsibility for accuracy and completeness of such items remains solely that of ENGINEER. Neither COUNTY'S review or approval shall give rise to any liability or responsibility on the part of COUNTY, or waive any of COUNTY'S rights, or relieve ENGINEER of its professional responsibilities or obligations under this contract.
2. The plans, designs, estimates, calculations, reports and/or other documents furnished in accordance with

the WORK ASSIGNMENTS shall meet the criteria for acceptance and be a product of neat appearance, well organized, technically and grammatically correct, checked and having the preparer and checker identified. The minimum standard of appearance, organization and contents shall be of similar types produced by COUNTY and AGENCIES. If any work product submitted is not complete and ready for use by COUNTY, it shall be marked "Draft" or similar designation to indicate it is not ready for use by COUNTY. COUNTY expects that all work product not so designated is ready for use.

3. The page identifying preparers of engineering reports, the title sheet for specifications and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of the certificate, and signature of the professional engineer(s) responsible for their preparation.
4. COUNTY and ENGINEER agree that plans, drawings or other work products prepared by ENGINEER are for the exclusive use of COUNTY and will be used by COUNTY for the project for which they were specifically designed. ENGINEER shall not be responsible for use of such plans, drawings or other work products if used on a different project without the written authorization or approval by ENGINEER.
5. ENGINEER acknowledges that the plans, drawings and/or other work products may be used by COUNTY for the intended project regardless of any disputes that may develop between ENGINEER and COUNTY. All plans, drawings, or other work product shall be deemed the sole and exclusive property of COUNTY and ownership thereof is irrevocably vested in COUNTY whether the project is executed or not.
6. ENGINEER, and the agents and employees of ENGINEER, in the performance of this contract, shall act in an independent capacity and not as officers, employees or agents of COUNTY.

#### **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 Agreement. 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. 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.
3. 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.
4. 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.
5. 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 ENGINEER considers any work demanded of him to be outside the requirements of the contract, or if he considers any order, instruction, or decision of COUNTY to be unfair, he shall promptly upon receipt of such order, instruction or decision, ask for a written confirmation of the same whereupon he shall proceed without delay to perform the work or to conform to the order, instruction, or decision; but

unless ENGINEER finds such order, instruction, or decision satisfactory, he shall within 20 days after receipt of same, file a written protest with COUNTY stating clearly and in detail his objections and reasons therefore. Except for such protests or objections as are made of record in the manner specified and within the time stated herein, and except for such instances where the basis of a protest could not reasonably have been foreseen by ENGINEER within the time limit specified for protest, ENGINEER hereby waives all grounds for protests or objections to the orders, instruction, or decisions of COUNTY and hereby agrees that, as to all matters not included in such protests, the orders, instructions and decisions of COUNTY will be limited to matters properly falling within COUNTY's authority.

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 Agreement, 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 coverages and shall satisfy the following terms during the term of this contract, or for a term otherwise specified herein.

**1. Workers' Compensation:**

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. Policy shall be endorsed to waive subrogation in favor of the County of Riverside; and to provide a Borrowed Servant/Alternate Employer Endorsement.

**2. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, completed operations, personal and advertising injury covering claims which may arise from or out of ENGINEER's actual or alleged acts or omissions during any work under this contract. The policy shall name, by endorsement, the County of Riverside and all Agencies, Special Districts and Departments of the County of Riverside, their respective Directors, Officers, Board of Supervisors, employees, agents, elected and appointed officials ("County insureds") as Additional Insureds. The policy shall provide first party insurance coverage for the County insureds for any loss, suits, claims, demands, actions, or proceedings caused by any alleged or actual negligence, recklessness, willful misconduct, error or omission 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. Indemnity coverage under the policy does not include loss, suits, claims, demands, actions, or proceedings caused by actual negligence of County insureds; however, any actual negligence of County insureds will only affect the duty to indemnify for the specific act found to be active negligence, and will not preclude a duty to indemnify for any act or omission of ENGINEER.

The 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 agreement or be no

less than two (2) times the occurrence limit.

The Policy shall provide a defense to the County insureds for any loss, suits, claims, demands, actions, or proceedings caused by an actual or alleged act or omission 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. A defense is required if the loss, suits, claims, demands, actions, or proceedings are based on the negligence of the County insureds unless the negligence of the County insureds is the sole cause of the loss, suits, claims, demands, actions, or proceedings.

3. Vehicle Liability:

ENGINEER shall maintain Liability Insurance for all owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per occurrence combined single limit. If ENGINEER's vehicles or mobile equipment are not to be used in the performance of the obligations under this Agreement, ENGINEER shall maintain coverage for non-owned or hired vehicles in an amount not less than \$1,000,000 per occurrence combined single limit. Such non-owned or hired vehicle coverage may be included as a part of the Commercial General Liability policy. 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 by endorsement, the County of Riverside and all Agencies, Special Districts and Departments of the County of Riverside, their respective Directors, Officers, Board of Supervisors, employees, agents, elected and appointed officials as Additional Insureds.

4. Professional Liability:

ENGINEER shall maintain Professional Liability Insurance providing coverage for 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. Upon termination of this contract or the expiration or cancellation of the claims made insurance policy ENGINEER shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; 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 for as long as allowed by law.

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 an 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 self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this contract. Upon notification of self insured retentions which are deemed unacceptable to the COUNTY, at the election of the County's Risk Manager, ENGINEER shall either; 1) reduce or eliminate such self-insured retentions as respect to this contract with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
- c. The ENGINEER shall cause their insurance carrier(s) to furnish the COUNTY with 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; or, 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) shall provide no less than thirty (30) days written notice or ten (10) days in the event of cancellation for nonpayment of premium be given to the COUNTY prior to any cancellation of such insurance. In the event of a material modification or cancellation of coverage, this contract shall terminate forthwith, unless the COUNTY 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 coverages and the insurance required herein is in full force and effect. Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. ENGINEER shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of

endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. Submittal of certificates to County and review or approval of certificates by County does not relieve ENGINEER of its duties to provide insurance which fully complies with the terms stated above.

- d. It is understood and agreed by the parties hereto and the ENGINEER's insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as excess.
- e. If, during the term of this contract or any extension thereof, there is a material change in the scope of services or performance of work the Risk Manager of the County of Riverside reserves the right to adjust the types of insurance required under this contract and the monetary limits of liability for the insurance coverages required herein, 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 subcontractors working under 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 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 affect 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, 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.
2. 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. 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.

**V. 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 COUTY 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.

#### **W. 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 \$100,000.00 per COUNTY 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 and will continue to use its best efforts to correctly input into COUNTY GIS the information contained in various legal and other records; but COUNTY accepts no responsibility for any conflict with actual legal records or for information not transferred from legal records to COUNTY GIS. COUNTY has attempted to update GIS information as often as is practically feasible. However, ENGINEER should be aware that GIS information may not be current and changes or additions to the information contained in COUNTY GIS may not yet be reflected in COUNTY GIS.


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

G. Final plans, drawings or other work product will be provided in an electronic format suitable for inclusion within the COUNTY GIS or CADD Systems by ENGINEER and will contain the appropriate meta data and will be geographically registered using a appropriate coordinate system such as the California State Plane Coordinate System NAD 83.

ARTICLE VIII • APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

 Dated: 9/29/11

JUAN C. PEREZ

Director of Transportation

APPROVED AS TO FORM:

PAMELA J. WALLS, COUNTY COUNSEL

 Dated: 10/4/11

By Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

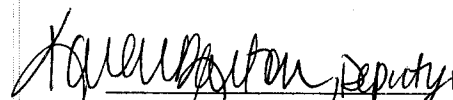
 Dated: OCT 18 2011

BOB BUSTER

PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

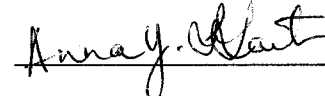
 Dated: OCT 18 2011

KECIA HARPER-IHEM

Clerk of the Board (SEAL)

ENGINEER Approvals

ENGINEER:

 Dated: 9/22/11

ANNA LANTINI

PRINTED NAME

VICE PRESIDENT, RBF

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 day-to-day operations of COUNTY staff.

**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
- Regional Water Quality Control Board
- Federal and State Resource Agencies
- CALTRANS
- Federal Highway Administration
- 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:

<b>Name</b>	<b>Position</b>
Scott Taylor, PE	Principal In Charge
Anna Lantin, PE	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 by the ENGINEERING CONTRACT MANAGER or authorized designee's. The yearly sum of the authorized budget for ENGINEER's WORK ASSIGNMENTS shall not exceed the maximum annual amount as defined in Appendix C.

**A. PROJECT DESCRIPTION**

The COUNTY constructs, operates and maintains highways, rights of way and the associated stormwater drainage systems within Riverside County. These stormwater drainage systems are considered part of the County of Riverside's MS4. In addition, the COUNTY owns and operates maintenance facilities and sand and gravel operations that support the highway construction and maintenance activities. CONSULTANT will assist the COUNTY in activities to comply with the requirements of the National Pollutant Discharge Elimination System (NPDES) stormwater permits and other water quality regulations, including review of existing and proposed compliance requirements, the development of policies, procedures, and program documents, reporting, staff training, and other assistance as requested.

**B. LOCATION**

This PROJECT services shall be provided at various locations within Riverside County. Personnel may be required to report to the COUNTY PROJECT MANAGER at the following locations:

Claudia Steiding

3525 14<sup>th</sup> Street, Riverside, CA 92501

### **C. STANDARDS, REQUIREMENTS & COORDINATION**

The stormwater/water quality regulations and associated requirements include, but are not limited to, the following NPDES permits and regulatory programs:

1. Municipal Separate Storm Sewer System permits (MS4 Permits) issued to Riverside County by the Santa Ana (Santa Ana Region), San Diego (Santa Margarita Region) and Colorado River Basin (Whitewater Region) Regional Water Quality Control Boards (Regional Boards);
2. California's General Permit for Storm Water Discharges Associated with Industrial Activities (Industrial General Permit) issued by the State Water Resources Control Board;
3. California's General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Construction General Permit) issued by the State Water Resources Control Board;
4. Total Maximum Daily Loads (TMDLs) for the Santa Margarita River, Santa Ana River, Canyon Lake/Lake Elsinore, and the Coachella Valley Storm Channel; and
5. Project-specific Clean Water Act Section 401 Certification requirements.

Additional information regarding the stormwater compliance programs is provided in the Riverside County Drainage Area Management Plan (DAMP) – Santa Ana and Santa Margarita Regions, and the Whitewater River Watershed Stormwater Management Plan.

### **SERVICES TO BE PROVIDED**

CONSULTANT will assist in providing general oversight of compliance with the requirements listed in Section C, including the following tasks:

#### **TASK 1: MEETING ATTENDANCE**

CONSULTANT will participate in meetings with COUNTY or on behalf of the COUNTY as requested including meetings with the COUNTY Water Quality Management Committee, other Permittees in Riverside County, the Regional Boards, State Board, and others as requested by COUNTY.

#### **TASK 2: REPORTING**

As requested, CONSULTANT will assist COUNTY in preparing preparation, coordination, or review of annual reporting information related to the requirements of the three MS4 permits, the Construction General Permit,

the Industrial General Permit, Waste Discharge Requirements, or other information requested by the Regional Boards.

**TASK 3: FACILITY INSPECTION AND POLLUTION PREVENTION PLAN UPDATES**

The COUNTY operates several facilities including a number of maintenance yards and materials sites. CONSULTANT will assist COUNTY in reviewing, updating or preparing PPPs and conducting periodic site assessments of each facility as requested to verify implementation. The PPPs will be revised as needed to reflect current conditions and to fully address the PPP requirements described in the Riverside County DAMP. CONSULTANT will also provide technical assistance to COUNTY staff regarding implementation of PPPs and general compliance with the stormwater and related water quality requirements.

**TASK 4: COUNTY PROJECT WQMP PREPARATION OR REVIEW**

The DAMP states that each Permittee (which includes the COUNTY) will incorporate the development of a project-specific WQMP into the process of planning, designing, and preparing construction plans and specifications for their public Development Projects or provide an equivalent approach. Development Projects" refers to "Priority Projects" as defined in the Santa Margarita Region MS4 Permit (includes roads and highways) or "New Development and Significant Redevelopment" (including roads and highways) as defined in the 2009 Santa Ana Region MS4 Permit. CONSULTANT will assist COUNTY in meeting WQMP requirements for projects designed by COUNTY as required by the MS4 permits. This assistance may include conceptual evaluation of alternatives, preparation of cost estimates, hydrology and hydraulic studies, design of treatment control BMPs, and preparation of WQMP documentation or review of WQMP documentation prepared by COUNTY. The scope, schedule and cost of such WQMP assistance will be developed and approved by the COUNTY on a project-specific basis.

**TASK 5: ENCROACHMENT AND EASEMENT POLICIES AND PROCEDURES**

The COUNTY issues easements and encroachment permits for access to COUNTY facilities to other public agencies and private individuals and organizations. CONSULTANT will assist COUNTY in reviewing and revising or developing policies, procedures, and standard conditions of approval, as necessary, to ensure compliance with stormwater and other water quality regulatory requirements. As requested, CONSULTANT will assist COUNTY in developing project-specific conditions of approval for encroachment permits or easements.

## **TASK 6: COMPLIANCE WITH CONSTRUCTION GENERAL PERMIT**

### **Subtask 6A: SWPPP/MRP Review**

CONSULTANT will assist COUNTY in reviewing Storm Water Pollution Prevention Plans/Monitoring & Reporting Plans (SWPPPs/MRPs) prepared by COUNTY's construction contractors for street and highway projects as required by the Construction General Permit. The SWPPPs/MRPs will be reviewed for adequacy in addressing the requirements of the Construction General Permit. The scope, schedule and estimated cost of each review will be developed by CONSULTANT and approved by the COUNTY on a project-specific basis.

### **Subtask 6B: SWPPP/MRP Preparation**

CONSULTANT will prepare SWPPPs/MRPs for COUNTY's street and highway projects as requested by the COUNTY for compliance with the Construction General Permit. The scope, schedule and estimated cost for preparation of a SWPPP/MRP will be developed by CONSULTANT and approved by the COUNTY on a project-specific basis.

### **Subtask 6C: Permit Coverage**

CONSULTANT will assist the COUNTY for ensuring that capital and development review/oversight projects are complying with the requirements of the Construction General Permit and all applicable De Minimis Permits/Conditional Waivers. The scope, schedule and estimated cost for these compliance activities will be developed by CONSULTANT and approved by the COUNTY on a project or task-specific basis.

### **Subtask 6D: Internal Construction Permit Implementation Reviews**

CONSULTANT will conduct internal audit reviews of the COUNTY's capital construction projects for compliance with the Construction General Permit. The scope, schedule and estimated cost of each review will be developed by CONSULTANT and approved by the COUNTY on a project-specific basis.

## **TASK 7: GIS, INSPECTION AND MAINTENANCE PROGRAMS**

CONSULTANT will provide assistance on the COUNTY's Geographic Information Systems (GIS) program and other methods and procedures used to ensure compliance with maintenance and tracking requirements specified by the COUNTY's MS4 Permit. The CONSULTANT will also provide assistance on facility inspections and recommendations on existing COUNTY maintenance activities. The scope, schedule and estimated cost of each review will be developed by CONSULTANT and approved by the COUNTY on a task-

specific basis.

**TASK 8: PROJECT-SPECIFIC CLEAN WATER ACT SECTION 401 CERTIFICATION REQUIREMENTS**

CONSULTANT will provide advice and assistance to COUNTY on project-specific Clean Water Act Section 401 Water Quality Certifications. This task may include review of project-specific WQMPs to assess achievement of, or compliance with, various Regional Board standards, requirements, and/or guidance; recommendations on necessary and acceptable BMPs based on Regional Board standards, requirements, and/or guidance and COUNTY standards; and negotiation with Regional Board staff.

**TASK 9: IMPROVEMENTS TO THE COUNTY'S NPDES PROGRAM**

Consultant will provide advice and assistance on improvements to the COUNTY's existing and future NPDES program. This task may include, but not limited to, training, drafting water quality specifications, creating procedures, and updating the COUNTY's NPDES policy.

**TASK 10: OTHER ASSISTANCE AS REQUESTED**

CONSULTANT will provide other technical and regulatory assistance, including staffing assistance, in support of the stormwater and water quality regulatory compliance program as requested by the COUNTY.

**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 agreement and with the following Schedule of Services. This agreement shall permit the issuance of WORK ASSIGNMENTS until June 30, 2014 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 extend up to two times, for a period not to exceed two years from the original 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 agreement shall therefore be completed by June 30, 2016, unless extended by supplemental agreement.

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

Agreement	Contract Execution Date to June 30, 2014		
Supplement 1	July 1, 2014 to June 30, 2015	(Requires Board Authorization)	
Supplement 2	July 1, 2015 to June 30, 2016	(Requires Board Authorization)	

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.

#### **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 Agreement 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 Agreement ARTICLE VI • COMPENSATIONS.

#### **ARTICLE CIV • COST PROPOSAL**

The total annual amount of services to be performed under this contract is not to exceed \$100,000 unless approved in writing by COUNTY.

##### **Annual Budget Amounts...**

<b>Year</b>	<b>Amount</b>
Contract Execution Date to June 30, 2012	\$100,000
July 1, 2012 to June 30, 2013	\$100,000
July 1, 2013 to June 30, 2014	\$100,000
July 1, 2014 to June 30, 2015	\$100,000 (Extension requires Board Authorization)
July 1, 2015 to June 30, 2016	\$100,000 (Extension requires Board Authorization)

#### **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 County Director of Transportation, or his designee.

COMPANY:		SCOPE OF WORK	DATE:
RBF Consulting		NPDES On-call Consulting Services	September 26, 2011
BILLING RATES			
Scott Taylor	Principal In Charge		\$235.00
Anna Lantin	Project Manager		\$220.00
Daniel Apt	Deputy Project Manager		\$162.00
Tanya Bilezikjian	Task Lead		\$120.00 - \$162.00
Dave Mercier, Terrence Chen	Project Engineer		\$115.00 - \$128.00
Patrick Kuga, Remi Candaele	Design Engineer		\$92.00 - \$97.00
Andrew Sidor, Kevin Villarama	Assistant Engineer		\$84.00