

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



FROM: TLMA – Transportation

SUBMITTAL DATE:
December 5, 2013

SUBJECT: On-Call Engineering Service Agreements with RBF Consulting, CValdo Corporation, and AEI-CASC Consulting for Review of Water Quality Management Plans. All Districts. [\$675,000]; Local Funds 100%

RECOMMENDED MOTION: That the Board of Supervisors approve and execute Engineering Service Agreements for Water Quality Management Plan review services between the County of Riverside and the following Engineering Service providers: RBF Consulting, CValdo Corporation, and AEI-CASC Consulting at a maximum cost of \$675,000.

BACKGROUND:

Summary

Private development projects are subject to requirements of the County of Riverside's (County) National Pollutant Discharge Elimination System Permit (MS4 Permit) and the County's Water Quality Management Plan (WQMP) for Urban Runoff. Specialized engineering services are needed to provide for the expedient review of WQMP's during peaks in development activity.

Patricia Romo

Assistant Director of Transportation

Juan C. Perez

**Director of Transportation and Land
Management Agency**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
COST	\$ 225,000	\$ 225,000	\$ 675,000	\$ 0.00	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	

SOURCE OF FUNDS: Deposit Based Fees (100%). There are no General Funds used for this project.

Budget Adjustment: No

For Fiscal Year: 2013/14,
14/15, 15/16

C.E.O. RECOMMENDATION:

APPROVE

BY:

Alex Gann

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: January 7, 2014
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board

By: **Paul T. [Signature]**
Deputy

Prev. Agn. Ref.:

District: All

Agenda Number:

3-44

FORM APPROVED BY COUNTY COUNSEL
BY: **[Signature]** DATE: 12/17/13
MARSHALL T. [Signature]

Departmental Concurrence

- ☐ A-30
- ☐ Positions Added
- ☐ Change Order
- ☐ 4/5 Vote

BACKGROUND:

Summary (continued)

The specific services to be provided include, but are not limited to, plan check review of WQMP's and other WQMP and water quality protection assistance related to development activities. The Transportation Department is expecting an increase in the number of WQMP's submitted for review due to potential increased development activity and as a result of shifting responsibilities for WQMP review from the Flood Control and Water Conservation District (District) to the Transportation Department.

A Request for Proposals was advertised on July 1, 2013 through July 30, 2013, on the County's Transportation Department website. Nine firms submitted qualifications and the top five firms (based on an evaluation of the proposals) were invited for interviews. Pursuant to Board Policy H-7, the consultants were evaluated based on the firm's experience and qualifications, experience of key personnel, and understanding/approach to the project. The written proposals and oral presentations were evaluated by representatives of the Transportation Department, Building and Safety Department, and the District.

RBF Consulting, CValdo Corporation, and AEI-CASC Consulting were selected as the top three ranked firms to provide services on an "as needed" basis for fiscal years 2013-2014, 2014-2015, and 2015-2016. Each firm will provide services for an amount not to exceed \$75,000 annually with no minimum amount and invoicing only for services performed. The total amount of each contract is not to exceed \$225,000 for the three-year term. The grand total for all three contracts is not to exceed \$675,000 for the three-year term. The contracts may be cancelled by the County without cause with 30-days written notice and may be extended by no more than two one-year extensions. The Consulting Services Agreements for the three firms are included in Attachment A.

Impact on Residents and Businesses

The Transportation Department will be positioned to efficiently review WQMP's in an expedient manner due to the consolidation of review responsibilities within the agency, which will provide certainty for the processing of development projects.

SUPPLEMENTAL:

Additional Fiscal Information

All associated contract costs will be funded using the deposit based fees submitted by proponents of private developments.

Contract History and Price Reasonableness

California law requires selection of engineering service consultants on the basis of demonstrated competence and professional qualifications. Local agencies may not use cost solely as a basis for selection. Contracts must be negotiated in order of the most qualified firms at prices determined to be fair and reasonable to the local agency. In addition, the County's Purchasing Department policies define authority and responsibility for procurement and authorization of services.

The contract and rates for services were developed by negotiations between the selected consultants and Transportation Department staff using the guidelines noted above. The three recommended consultant rates are consistent with the current District's On-call Plan Check consultants providing similar services.

The Transportation Department will apportion the work among the three firms based on a number of factors, such as work load, continuity, and special expertise and strength specific to the project under review. Depending on work load over the next three years, the Transportation Department may enter into an agreement with one or both of the other two firms interviewed.

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

Contract No. 13-11-010
Riverside County Transportation

ENGINEERING SERVICES AGREEMENT

for

On-Call Water Quality Management Plan Check Services

between

County of Riverside • Transportation Department

and

AEI-CASC Consulting



JAN 07 2014 3-44

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ENGINEERING SERVICES AGREEMENT

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

County of Riverside • Transportation Department	AEI-CASC Consulting
4080 Lemon Street, 8 th Floor	1470 East Cooley Drive
Riverside, CA 92502	Colton, CA 92324

do hereby agree as follows:

ARTICLE I • DESIGNATED CONTACTS

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

The ENGINEERING PROJECT MANAGER for ENGINEER shall be:

Jeff Endicott, PE, BCEE, CPESC, QSD/P

The COUNTY PROJECT MANAGER for COUNTY shall be:

Claudia Steiding, CESSWI, QSP - NPDES Coordinator

ARTICLE II • PROJECT DEFINITION

ENGINEER shall furnish all technical and professional services including labor, material, equipment, transportation, supervision, and expertise to fully and adequately perform and complete the covenants set forth in Appendix A, Scope of Services, which is attached hereto and incorporated herein by reference. All services and deliverables associated with the performance and accomplishment of the covenants described in the Scope of Services is hereinafter collectively referred to as the "PROJECT".

All agents, employees, or subcontractors of ENGINEER doing work for COUNTY shall sign an independent Contractor Agreement, in a form proscribed by COUNTY, acknowledging their status as independent contractors before commencing any work for COUNTY pursuant to this contract or any work assignment.

ARTICLE III • COOPERATIVE AGENCIES

A. Lead Agency

COUNTY is designated as the lead agency for PROJECT and is working cooperatively with other agencies in the effort to complete PROJECT.

B. Cooperative Agencies

The cooperating agencies are listed below and will hereinafter be collectively referred to as the "AGENCIES".

Riverside County Flood Control and Water Conservation District

Caltrans

Relevant Cities

Regional Water Quality Control Boards (San Diego, Santa Ana River and Colorado River Regions)

State and Federal 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 PROJECT MANAGER or the COUNTY PROJECT 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 PROJECT MANAGER, except that which is expressly identified in this contract.
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.
2. Minor modifications are changes that do not substantially affect the Scope of Service. Minor modifications may be: a shift of funds between tasks within a budget category; the shifting of work and/or funding from one phase to another; use of contingency pursuant to Article VI.B.1. All requests for minor modifications must be approved in writing by the Director of Transportation and Land Management Agency, or his designee, prior to implementing the change.
3. There shall be no change in the ENGINEERING PROJECT MANAGER or key members of the PROJECT team without prior written approval by the COUNTY PROJECT MANAGER.
4. All modifications that do not fit within the definition of a minor modification to the contract shall be considered a major change and must be approved in writing by the ENGINEER and COUNTY Board of Supervisors prior to implementing the major change.

E. COUNTY Directives

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

F. Liability

1. ENGINEER has total responsibility for the accuracy and completeness of all data, reports, plans, specifications and estimates prepared for this PROJECT 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 other documents furnished in accordance with the Scope of Services shall meet the criteria for acceptance and be a product of neat appearance, well

1 organized, technically and grammatically correct, checked and having the preparer and checker
2 identified. The minimum standard of appearance, organization and contents shall be of similar types
3 produced by COUNTY and AGENCIES. If any work product submitted is not complete and ready for use
4 by COUNTY, it shall be marked "Draft" or similar designation to indicate it is not ready for use by
5 COUNTY. COUNTY expects that all work product not so designated is ready for and can be used on
6 PROJECT.

- 7 5. The page identifying preparers of engineering reports, the title sheet for specifications and each sheet of
8 plans, shall bear the professional seal, certificate number, registration classification, expiration date of the
9 certificate, and signature of the professional engineer(s) responsible for their preparation.
- 10 6. COUNTY and ENGINEER agree that plans, drawings or other work products prepared by ENGINEER are
11 for the exclusive use of COUNTY and will be used by COUNTY for the project for which they were
12 specifically designed. ENGINEER shall not be responsible for use of such plans, drawings or other work
13 products if used on a different project without the written authorization or approval by ENGINEER.
- 14 7. ENGINEER acknowledges that the plans, drawings and/or other work products may be used by COUNTY
15 for the PROJECT regardless of any disputes that may develop between ENGINEER and COUNTY. All
16 plans, drawings, or other work product shall be deemed the sole and exclusive property of COUNTY and
17 ownership thereof is irrevocably vested in COUNTY whether the PROJECT is executed or not.
- 18 8. ENGINEER, and the agents and employees of ENGINEER, in the performance of this contract, shall act
19 in an independent capacity as an independent contractor and not as officers, employees or agents of
20 COUNTY.
- 21 9. ENGINEER has the sole discretion to determine how, when, and where to perform services required to
22 achieve the final result specified in the Scope of Services for the PROJECT subject to PROJECT
23 timelines and availability during COUNTY regular operating hours.
- 24 10. ENGINEER has the right to perform services for other clients during the term of this contract as long as
25 services are not in direct conflict with the services provided to COUNTY.
- 26 11. ENGINEER, and the agents and employees of ENGINEER, shall not be entitled to and is not eligible for
27 COUNTY employee benefits, including but not limited to, medical, dental or vision insurance, life
28 insurance, retirement benefits, vacation or sick pay, or any other benefit or compensation beyond that
29 which is set forth explicitly in this contract.

12. ENGINEER shall provide and maintain, throughout the term of this contract, their own workspace, tools, 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 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. ENGINEER further agrees to and shall indemnify and hold harmless the 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.
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 relating to PROJECT. 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 PROJECT MANAGER. All plans, calculations documents and other items submitted to the COUNTY PROJECT 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 PROJECT may be considered for Value Engineering Studies. To this end, the COUNTY PROJECT 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 PROJECT MANAGER.
2. In the event that COUNTY directs ENGINEER to provide services constituting Extra Work, COUNTY shall provide extra compensation to the ENGINEER. Allowable compensation for approved extra work will be based on the provisions of Appendix C, Budget, which is attached hereto and incorporated herein by reference.
3. 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 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 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 coverage's during the term of this Agreement. 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 agreement 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 Agreement, 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 agreement 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 Agreement, 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 Agreement 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 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 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 Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, ENGINEER'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement 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 Agreement 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 Agreement 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 Agreement, 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 Agreement, 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 Agreement.

g. The insurance requirements contained in this Agreement 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 Agreement.

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 act 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

1 and made a part hereof as if set forth in full. ENGINEER and its Subcontractors shall give written notice
2 of their obligations under this clause to labor organizations with which they have a collective bargaining or
3 other agreement.

4 2. ENGINEER will provide all information and reports required by the Regulations, or orders and instructions
5 issued pursuant thereto, and will permit access to its books, records, accounts, other sources of
6 information, and its facilities as may be determined by COUNTY or AGENCIES to be pertinent to
7 ascertain compliance with such Regulations, orders and instructions. Where any information required of
8 ENGINEER is in the exclusive possession of another who fails or refuses to furnish this information,
9 ENGINEER shall so certify to COUNTY, or the Federal Highway Administration as appropriate and shall
10 set forth what efforts he has made to obtain the information.

11 3. In the event of ENGINEER's noncompliance with the nondiscrimination provisions of this contract,
12 COUNTY shall impose such contract sanctions as it determines to be appropriate, including, but not
13 limited to:

- 14 • Withholding of payments to ENGINEER under the contract until ENGINEER complies;
- 15 • Cancellation, termination, or suspension of the contract in whole or in part.

16 4. ENGINEER shall include the nondiscrimination and compliance provisions of this clause in all
17 subcontracts to perform work under this contract.

18 5. ENGINEER shall comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR
19 21 through Appendix H and 23 CFR 710.405(b) are applicable to this contract by reference.

20 **R. Labor Code and Prevailing Wages**

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

W. Funding Requirements

1. All obligations of COUNTY are subject to appropriation of resources by various Federal, State and local

1 agencies.

- 2 2. This contract is valid and enforceable only if sufficient funds are made available to COUNTY for the
3 purpose of this PROJECT. In addition, this contract is subject to any additional restrictions, limitations,
4 conditions or any statute enacted by Congress, State Legislature or COUNTY that may affect the
5 provisions, terms or funding of this contract in any manner.
- 6 3. It is mutually agreed that if sufficient funds for the program are not appropriated, this contract will be
7 amended or terminated to reflect any reduction in funds.

8 **ARTICLE V • PERFORMANCE**

9 **A. Performance Period**

- 10 1. This contract shall begin upon notification to proceed by the COUNTY PROJECT MANAGER.
- 11 2. ENGINEER is advised that any recommendation for contract award is not binding on COUNTY until the
12 proposed contract is fully executed and approved by COUNTY.
- 13 3. ENGINEER shall perform PROJECT services in accordance with the provisions set forth in Appendix B,
14 Schedule of Services, which is attached hereto and incorporated herein by reference.
- 15 4. Where ENGINEER is required to prepare and submit studies, reports, plans, etc., to COUNTY, these
16 shall be submitted in draft as scheduled, and the opportunity provided for COUNTY to offer comments
17 prior to final submission.
- 18 5. When COUNTY determines that ENGINEER has satisfactorily completed the PROJECT services,
19 COUNTY may give ENGINEER a written Notice of Final Acceptance. ENGINEER shall not incur any
20 further costs hereunder unless so specified in the Notice of Final Acceptance. ENGINEER may request a
21 Notice of Final Acceptance determination when, in its opinion, it has satisfactorily completed all covenants
22 as stipulated in this contract.
- 23 6. Time is of the essence in this contract.

24 **B. Time Extensions**

- 25 1. Any delay in providing PROJECT services required by this contract occasioned by causes beyond the
26 control and not due to the fault or negligence of ENGINEER, shall be the reason for granting an extension
27 of time for the completion of the aforesaid work. When such delay occurs, ENGINEER shall promptly
28 notify COUNTY in writing of the cause and of the extent of the delay whereupon COUNTY shall ascertain
29 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. As part of the monthly invoice ENGINEER shall submit a progress report in accordance with COUNTY Engineering Services Progress Reporting Guidelines. Progress Reports shall indicate the progress achieved during the previous month in relation to the Schedule of Services. Submission of such progress report by ENGINEER shall be a condition precedent to receipt of payment from COUNTY for each monthly invoice submitted.
2. 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 or project services until so directed by the County Project Manager. No payment will be made prior to approval of this contract.

B. Basis of Compensation

1. PROJECT services as provided under this contract and as described in the Scope of Services, shall be compensated for as defined in Appendix C, Budget, which is attached hereto and incorporated herein by reference. The total amount of the contract is not to exceed \$75,000.00 per Fiscal Year and reimbursement is to be made at actual cost:

If a contingency budget is provided, COUNTY shall hold such contingency in reserve for unforeseen Extra Work that may arise during the performance of this agreement. Contingency budget shall only be used at the discretion of the COUNTY PROJECT MANAGER, and with prior written authorization by the COUNTY PROJECT MANAGER.

1 No additional compensation for Extra Work will be paid except upon the issuance of an Extra Work Order
2 by COUNTY.

- 3 2. Prior authorization in writing by the COUNTY PROJECT MANAGER will be required before ENGINEER
4 enters into any non-budgeted purchase order or subcontract exceeding \$500 for supplies, equipment or
5 consultant services. ENGINEER shall provide an evaluation of the necessity or desirability of incurring
6 such costs.
- 7 3. For purchase of any item, service or consulting work not covered in ENGINEER's proposal and
8 exceeding \$500, with prior authorization by the COUNTY PROJECT MANAGER, three competitive
9 quotations shall be submitted with the request, or the absence of bidding shall be adequately justified.
- 10 4. Any equipment purchased as a result of this contract is subjected to the following: ENGINEER shall
11 maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a
12 useful life of at least two years and an acquisition cost of \$500 or more. If the purchased equipment
13 needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit. At the
14 conclusion of the contract or if the contract is terminated, ENGINEER may either keep the equipment and
15 credit COUNTY in an amount equal to its fair market value or sell such equipment at the best price
16 obtainable at a public or private sale in accordance with established COUNTY procedures and credit
17 COUNTY in an amount equal to the sales price. If ENGINEER elects to keep the equipment, fair market
18 value shall be determined, at ENGINEER's expense, on the basis of a competent independent appraisal
19 of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable by COUNTY, and
20 ENGINEER. If it is determined to sell the equipment, the terms and conditions of such sale must be
21 approved in advance by COUNTY and AGENCIES.
- 22 5. The consideration to be paid ENGINEER, as provided herein, shall be in compensation for all of
23 ENGINEER's expenses incurred in the performance hereof, including travel and per diem, unless
24 otherwise expressly so provided.
- 25 6. ENGINEER agrees that the Contract Cost Principles and Procedures, CFR 48, Federal Acquisition
26 Regulations Systems, Chapter 1, Part 31, shall be used to determine the allowability of individual items of
27 cost.
- 28 7. ENGINEER also agrees to comply with Federal procedures in accordance the Code of Federal
29 Regulations Section 49, Part 18, Uniform Administrative Requirements for Grants and Cooperative

Agreements to State and Local Governments.

8. In the event of errors or omissions in the plans for PROJECT, 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 monthly invoices for PROJECT Services in accordance with Appendix C, Budget.

2. ENGINEER shall submit an invoice each month for PROJECT services performed during the preceding month. Invoices shall be submitted to the COUNTY PROJECT MANAGER and shall be included with a Progress Report covering the same period as the submitted invoice per Exhibits A-1 and A-2 for P-WQMP and F-WQMP plan check, respectively.

3. Progress payments will be based on PROJECT services provided and actual costs incurred. Payments made prior to the completion of each phase will not exceed the amount allowed in ENGINEER's cost proposal for the completion of that phase and prior phases, unless approved in writing by the COUNTY PROJECT MANAGER.

4. Progress payments will be made as promptly as fiscal procedures will permit upon receipt by the COUNTY PROJECT 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 PROJECT and as described within the Scope of Services.

- 1 D. ENGINEER agrees to indemnify and hold harmless COUNTY, its officers, employees and agents from any
2 and all liabilities, claims, actions, losses or damages relating to or arising from ENGINEER's use of COUNTY
3 GIS information.
- 4 E. GIS information cannot be used for all purposes; and GIS information may not be complete for all purposes.
5 Additional investigation or research by ENGINEER into other sources will be required. GIS information is
6 intended only as an information base and is not intended to replace any legal records. COUNTY has used
7 and will continue to use its best efforts to correctly input into COUNTY GIS the information contained in
8 various legal and other records; but COUNTY accepts no responsibility for any conflict with actual legal
9 records or for information not transferred from legal records to COUNTY GIS. COUNTY has attempted to
10 update GIS information as often as is practically feasible. However, ENGINEER should be aware that GIS
11 information may not be current and changes or additions to the information contained in COUNTY GIS may
12 not yet be reflected in COUNTY GIS.
- 13 F. COUNTY accepts no responsibility for the use of GIS information; and COUNTY provides no warranty for the
14 use of COUNTY GIS or COUNTY GIS information by ENGINEER. THE WARRANTIES SPECIFICALLY SET
15 FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED,
16 INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE;
17 AND SUCH OTHER WARRANTIES ARE HEREBY EXCLUDED.
- 18 G. Final plans, drawings or PROJECT work products will be provided in an electronic format suitable for
19 inclusion within the COUNTY GIS or CADD Systems by ENGINEER and will contain the appropriate meta
20 data and will be geographically registered using a appropriate coordinate system such as the California State
21 Plane Coordinate System NAD 83.
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ARTICLE VIII • APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

Patricia Romo Dated: 1-15-14

JUAN C. PEREZ

Director of Transportation and Land Management

Agency Patricia Romo
Assistant Director of Transportation

APPROVED AS TO FORM:

PAMELA J. WALLS, COUNTY COUNSEL

Marska K Victor Dated: 12/17/13

By Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

Jeff Stone Dated: JAN 07 2014
JEFF STONE
PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

Rachel Roper Dated: JAN 07 2014

KECIA HARPER-IHEM

Clerk of the Board (SEAL)

ENGINEER Approvals

ENGINEER:

Daniel Apt

Daniel Apt Dated: 11/14/13
PRINTED NAME

Vice President
TITLE

ENGINEER:

Anna Lantini Dated: 11/14/13

ANNA LANTINI
PRINTED NAME

VICE PRESIDENT
TITLE

APPENDIX A • ARTICLE AI • INTRODUCTION

A. PROJECT DESCRIPTION

ENGINEER will provide COUNTY with On-call Plan Check Services of Preliminary Water Quality Management Plans (P-WQMP) and Final WQMPs (F-WQMP) for Priority Development, New Development and Significant Redevelopment projects. ENGINEER shall use the appropriate checklist for each principal watershed. Under the general direction of the Stormwater Program Manager or his/her designee, the services to be furnished will include, but not limited to 1) picking up Plan Check packages from the COUNTY within one (1) business day of notification, 2) providing P-WQMP and F-WQMP Plan Check services pursuant to the requirements established in the latest Riverside COUNTY Water Quality Management Plan for Urban Runoff document, 3) reviewing P-WQMP and F-WQMP submittals, and meet with developers, their representatives, and COUNTY staff when requested by the COUNTY, 4) providing the Stormwater Program Manager or his/her designee with a Project Status Log update each week, 5) providing COUNTY staff with recommendations on the implementation of the WQMP program. Other services to be included, but not limited to:

1. Preliminary WQMP (P-WQMP)

a. Research of Information

COUNTY will provide ENGINEER with the following: one (1) copy of the Applicant's first submittal of the P-WQMP. The P-WQMP shall include the documentation set forth in the Guidance Document including but not limited to a location map, site plan, soils report (if necessary), jurisdictional drainage report, CEQA mitigation, and other P-WQMP documentation. The P-WQMP must be wet signed and sealed by the Engineer (Preparer), and the Applicant. If ENGINEER determines the P-WQMP document is not complete enough to conduct a comprehensive review, ENGINEER shall notify COUNTY and return the document to the Preparer within two (2) business days.

b. Transfer of P-WQMP from COUNTY to ENGINEER

ENGINEER shall make provisions to pick up the P-WQMP and supporting documents by the next business day from the day the COUNTY notifies (Notification Date) the ENGINEER that the P-WQMP

On-Call Water Quality Management Plan Check Services

has been submitted. Alternatively, the ENGINEER may provide the COUNTY with self-addressed FedEx envelopes and boxes (or equal) for the COUNTY's use in delivering Applicant submitted P-WQMP to the ENGINEER for review. The shipping labels will indicate "Bill to Recipient."

c. Review of P-WQMP

The ENGINEER shall conduct up to two (2) reviews of the P-WQMP to ascertain the document's compliance with the Guidance Document and COUNTY preferences. Following each review, the ENGINEER shall prepare P-WQMP comments for transmittal to the P-WQMP Preparer or a letter recommending approval of the P-WQMP for transmittal to the COUNTY. P-WQMP comments may include but not be limited to redline comments, narrative comments, or checklists at the discretion of the ENGINEER.

Comments to the Preparer or the letter recommending approval to the COUNTY shall be submitted (Submittal Date) within (10) ten working days from the Notification Date or the Resubmittal Date the P-WQMP is received by ENGINEER. The Submittal Date shall be the date comments or letter recommending approval is deposited to FedEx (or equal).

Comments returned to the Preparer and letters to the COUNTY recommending approval of the P-WQMP shall be sent by FedEx Second Business Day Service delivery (or equal). Materials sent to the Preparer shall be sent to the Preparer's delivery address included in the P-WQMP. ENGINEER may propose an alternate method for approval by the COUNTY.

The Preparer shall return the previous set of comments (redline comments, narrative comments, checklists, etc.) to the ENGINEER when resubmitting (Resubmittal Date) P-WQMPs for second and subsequent reviews. Upon submittal of second review comments, ENGINEER shall notify COUNTY and offer a meeting with the Applicant and Preparer.

ENGINEER shall notify the COUNTY of Preparer's failure to return the previous comment set prior to

On-Call Water Quality Management Plan Check Services

performing subsequent reviews. Incomplete returns to the ENGINEER shall not be considered a resubmittal.

Preparers will be notified when the P-WQMP is ready for approval. Following notification, the Preparer shall submit three original P-WQMPs (wet signed by Applicant with the signature notarized, and wet sealed and signed by the Preparer), two for submittal to the COUNTY and one for the ENGINEER's files. ENGINEER shall include the two original P-WQMPs for the COUNTY's use with the letter recommending approval of the P-WQMP.

The ENGINEER shall conduct a third review, as necessary, until the P-WQMP is ready for a recommendation of approval. Third reviews of the P-WQMP shall be in accordance with the process and turn-around time for review of the first two submittals.

2. Teleconferences/Meetings

ENGINEER shall teleconference or meet with developers at the COUNTY's request to review P-WQMP comments, to discuss BMPs to be incorporated into the project, and to otherwise facilitate the P-WQMP review and approval process. All meetings shall be at the COUNTY or at the ENGINEER's office, at the discretion of the COUNTY.

3. Final WQMP (F-WQMP)

a. Research Information

COUNTY will provide ENGINEER with the following documents when a F-WQMP is submitted for its initial review: one (1) copy of the approved P-WQMP (if necessary); one (1) copy of the conditions of approval; one (1) original of the first submittal of the F-WQMP wet signed by the Applicant with the signature notarized and wet sealed by the Engineer of Record. The F-WQMP shall be consistent with the approved P-WQMP.

b. Transfer of F-WQMP from COUNTY to ENGINEER

On-Call Water Quality Management Plan Check Services

ENGINEER shall make provisions to pick up the F-WQMP and supporting documents by the next business day from the day the COUNTY notifies (Notification Date) the ENGINEER that the F-WQMP has been submitted. Alternatively, ENGINEER may provide COUNTY with self-addressed FedEx envelopes and boxes (or equal) for COUNTY's use in delivering Applicant submitted F-WQMP to the ENGINEER for review. The shipping labels will indicate "Bill to Recipient."

b. Review of F-WQMP

ENGINEER shall conduct up to two (2) reviews of F-WQMP to ascertain the document's consistency with the approved P-WQMP and compliance with the COUNTY policies and preferences. Following each review, ENGINEER shall prepare F-WQMP comments for transmittal to the F-WQMP Preparer or a letter recommending approval for the F-WQMP for transmittal to the COUNTY. F-WQMP comments may include but not be limited to redline comments, narrative comments, verbal comments, or checklists at the discretion of ENGINEER.

ENGINEER shall conduct a third review as necessary. The F-WQMP should be ready for a recommendation of approval after third review. If additional review of the F-WQMP is necessary beyond the third review, ENGINEER should get permission from the COUNTY prior to commencing the work.

Comments to the Preparer shall be submitted within ten (10) working days from the Notification Date or Resubmittal Date with a copy of comments, excluding redline comments, provided to COUNTY. Comments shall be deemed submitted on the date deposited for delivery or the date provided.

Materials sent to the Preparer shall be sent to the Preparer's delivery address included in the F-WQMP via FedEx Second Business Day Service (or equal). When the Preparer provides a postal box address, materials will be sent via First Class Mail or Priority Mail in lieu of FedEx delivery. When determined appropriate by ENGINEER, comments may be transmitted via e-mail, fax, or other suitable means. ENGINEER may also propose an alternate method of approval by the COUNTY.

The Preparer shall return the previous set of comments (redlines, narratives, checklists, etc.) to ENGINEER when resubmitting (Resubmittal Date) F-WQMPs for second and subsequent reviews. ENGINEER shall notify COUNTY of Preparer's failure to return the previous comment set prior to performing subsequent reviews. Incomplete returns to the ENGINEER are not considered a resubmittal.

4. Teleconferences and Meetings

ENGINEER shall participate in up to three (3) teleconferences and/or meetings with Applicant and their F-WQMP Preparer, at COUNTY's request, to review F-WQMP comments, to discuss BMPs to be incorporated into the project, and to otherwise facilitate the F-WQMP review and approval process. All meetings shall be at COUNTY or at the ENGINEER's office, at the discretion of COUNTY.

5. Project Reporting

ENGINEER shall provide a Project Status Log spreadsheet to COUNTY regarding the project status. The spreadsheet shall include two worksheets; one for P-WQMP (Exhibit A-1) and one for F-WQMP (Exhibit A-2). The worksheets shall contain the project number, project name or tract case number, description, reviewer's initials, status, notification date, resubmittal date, approval date, returned date, reviewer turn-around time, Applicant turn-around time, and a comment section with a brief explanation as to why a WQMP was returned unapproved. The spreadsheet shall be provided on a weekly basis, on Fridays or the last business day of the week by 3:00 p.m.

6. Program Implementation Assistance

ENGINEER shall assist the COUNTY in implementation of the WQMP program on an as-needed basis. Implementation assistance may include but not be limited to the following: preparing instructions to clarify questions Preparers frequently have when preparing WQMPs; preparing COUNTY-specific guidance for WQMP preparation; review COUNTY standard plans, details, and codes for compatibility with WQMP requirements; developing COUNTY standard plans or details for water quality BMPs; and other WQMP

On-Call Water Quality Management Plan Check Services

and water quality protection assistance related to development and redevelopment within the County.

B. LOCATION

Projects requiring WQMP plan check review will be located within the Santa Margarita, Santa Ana or Whitewater Watershed(s).

C. 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 PROJECT MANAGER has been secured. The key personnel for performance of this PROJECT are:

Jeff Endicott, PE, BCEE, CPESC, QSD/QSP – Project Manager, Technical Director

Melanie Sotelo, CPSWQ, CPESC, QSD/P – Assistant Project Manager, Lead WQMP Reviewer

Mark Swanson, PE, CPESC, QSD/P – WQMP Reviewer

Phuong Hunter, CPSWQ, QSD/P – WQMP Reviewer

Chris Ogaz, EIT, CPESC, QSD/P – WQMP Reviewer

Anthony Mistretta, EIT, CPESC-IT – WQMP Reviewer

Siti Sabari, CESSWI, QSP - Office Assistant

ARTICLE AII • SERVICES TO BE PROVIDED

A. CONTRACT DELIVERABLES

Contract deliverables include, but are not limited to:

P- and F-WQMP comments (redlines, narratives, checklists, etc.)

Program Implementation Assistance documentation as needed

Project Status Log spreadsheet

Preliminary WQMP

Project Number: _____

Project Name: _____

Case Number: _____

Description: _____

Reviewer: _____

Applicant: _____

Engineer: _____

	Date Received	Date To Consultant	Returned Date to the Applicant	Reviewer Turn-Around Time (Days)	Applicant Turn-Around Time (Days)	Approval Date	Comments
1st Review							
2nd Review							
3rd Review							

Final WQMP

Project Number: _____ Reviewer: _____
 Project Name: _____ Applicant: _____
 Case Number: _____ Engineer: _____
 Description: _____

	Date Received	Date To Consultant	Returned Date to the Applicant	Reviewer Turn-Around Time (Days)	Applicant Turn-Around Time (Days)	Approval Date	Comments
1st Review							
2nd Review							
3rd Review							

APPENDIX B • ARTICLE BI • INTRODUCTION

The 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. All Covenants set forth in this agreement shall 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, 2016	
Supplement 1	July 1, 2016 to June 30, 2017	(Requires Board Authorization)
Supplement 2	July 1, 2017 to June 30, 2018	(Requires Board Authorization)

Satisfactory performance and completion of the Services under this Agreement shall be compensated based upon actual costs. COUNTY will reimburse ENGINEER for actual costs (including labor costs, overhead, and other direct costs) incurred by ENGINEER in performance of the work.

APPENDIX C • ARTICLE CI • ELEMENTS OF COMPENSATION

A. SALARY RATES

All services rendered under Scope of Services Appendix "A", shall be paid at the hourly rate scheduled in Exhibit C-1. Salary rates shall be in effect for three years following the effective date of the Agreement. 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 and Land Management Agency, or his designee. No overtime or extra work shall be performed unless prior authorization is obtained from COUNTY.

ARTICLE CIII • 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 Administrator.
2. The charges for each individual assigned under this Agreement by project shall be listed separately.
3. 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.

ARTICLE CIV • PAYMENT

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

ARTICLE CV • COST PROPOSAL

The following cost proposal reflects the negotiated targeted contract amount. The cost proposal will serve as a guideline and reference document during the execution of this contract. ENGINEER shall be compensated in accordance with the rates provided. The total amount of the contract is not to exceed \$75,000 per Fiscal Year for 3 years. Reimbursement is to be made at actual cost. Billing shall not exceed the rates provided in the attached Fee Proposal Worksheets below (Exhibit C-1). Services will be requested on an "as needed" basis for fiscal years 2013-2014, 2014-2015 and 2015-2016. ENGINEER will provide services for an amount not to exceed

On-Call Water Quality Management Plan Check Services

1 \$75,000 annually with no minimum amount and invoicing only for services performed. The total amount is not to
2 exceed \$225,000 for the three year term. This Agreement may be cancelled by County without cause with 30
3 days written notice and may be extended by no more than two one year extensions (Board authorization
4 required).



County of Riverside
Professional Consultant Services for Plan Check of
Preliminary and Final Water Quality Management Plans

EXHIBIT C-1
COST PROPOSAL SHEET – HOURLY BILLING RATE SCHEDULE

P-WQMP and F-WQMP Reviews

AEI-CASC Consulting

Billing Title	Staff Name	Hourly Rate	Percentage of Time Serving Contract*
Project Manager Technical Director	Jeff Endicott, PE, BCEE, CPESC, QSD/P	\$175	5-10%
Assistant Project Manager Lead WQMP Reviewer	Melanie Sotelo, CPSWQ, CPESC, QSD/P	\$125	10-25%
WQMP Reviewer	Mark Swanson, PE, CPESC, QSD/P	\$130	5-10%
WQMP Reviewer	Phuong Hunter, CPSWQ, QSD/P	\$125	20-30%
WQMP Reviewer	Chris Ogaz, EIT, CPESC, QSD/P	\$90	50-100%
WQMP Reviewer	Anthony Mistretta, EIT, CPESC-IT	\$90	25-50%
Office Assistant	Siti Sabari, CESSWI, QSP	\$75	10-15%

*Time serving contract are estimates and will be adjusted to match the WQMP Plan Check workload.

AEI-CASC Consulting
RATE SCHEDULE
County of Riverside, Transportation Department
Professional Consultant Services for Plan Check of P-WQMPs and F-WQMPs
July 1, 2013 to June 30, 2014

	\$/Hour		\$/Hour
Engineering		Environmental	
Engineer I	\$70	Environmental Analyst / Scientist I	\$70
Engineer II	\$90	Environmental Analyst / Scientist II	\$90
Engineer III	\$110	Environmental Analyst / Scientist III	\$110
Engineer IV	\$115	Environmental Analyst / Scientist IV	\$115
Engineer V	\$120	Environmental Analyst / Scientist V	\$120
Engineer VI	\$130	Environmental Analyst / Scientist VI	\$125
Engineer VII	\$135	Environmental Analyst / Scientist VII	\$130
Engineer VIII	\$145	Environmental Analyst / Scientist VIII	\$135
Engineer IX	\$150	Environmental Analyst / Scientist IX	\$145
Engineer X	\$175	Environmental Analyst / Scientist X	\$150
Survey and Mapping		Administration	
Survey Analyst	\$113	Project Coordinator/Clerical I	\$70
Survey Proj. Mgr. / Mapping Mgr. / Director of Field Ops	\$141	Project Coordinator/Clerical II	\$75
One Person Survey-GPS Crew	\$206	Project Coordinator/Clerical III	\$80
Two Person Survey-GPS Crew	\$237	Project Coordinator/Clerical IV	\$85
Three Person Survey-GPS Crew	\$263	Principal	\$190
Landscape Architecture		Litigation Support and Expert Witness	
Landscape Architect, Registered	\$125	Litigation support and expert witness services shall be at the hourly rates herein times a factor of 2.0	
Senior Landscape Architect - Registered	\$145		

Prevailing Wage

Projects and/or portions thereof designated by Client to be subject to Prevailing Wage shall be billed at the regular staff rate or the Prevailing Wage rate, whichever is higher. The Prevailing Wage rate shall be (2.25) X (Total Hourly Rate), where the Total Hourly Rate is from the Wage Rate Determination issued by California's Director of Industrial Relations for the locality and employee classification at the time the work is performed.

REIMBURSABLE EXPENSES

The following expenses will be billed at cost plus 15% unless otherwise noted:

Outside Services: Includes fees paid to sub-consultants, consultants, analytical laboratories, and other providers of services required for execution of the project.

Permits, Applications, and Fees: Includes fees for Notices of Intent (NOI), Notices of Termination (NOT), application fees, submittal fees, permit fees, and other fees required as part of the project and not paid directly by Client.

Reproduction Services: Includes blueprinting, copying, printing and plotting. In-house plots will be billed at \$6.00 per sheet for each client set and for a final in-house review set. B&W / Color copies: \$0.08 / \$0.90 for 8.5X11 and \$0.20 / \$1.20 for 11X17

Rental Fees: Includes rental fees paid by the firm, including required vehicles, equipment, and tools required to complete the work.

Commercial Delivery Services: Including Express Mail, Federal Express, UPS and independent courier services

In-Home Pick-Up and Delivery Services: When provided by the firm, these services will be billed at \$48.00 per hour plus \$0.66 per mile round trip, with no additional markup.

Travel Expenses: Includes travel expenses incidental to performance of the work, including airfare, parking, tolls, taxi, lodging, and etc. For Survey Truck with Equipment, \$74/day. Vehicle mileage will be billed at a rate of \$0.66 per mile with no additional markup. Travel time for professional and administrative staff will be billed per the hourly fee rate schedule with no additional markup.

Per Diem: For meals for overnight stays will be billed at \$40 per day, per person.

Waiver of Subrogation: When a Waiver of Subrogation for Workman's Compensation Insurance is required by Client, the Client will be required to pay the additional insurance premium. The approximate amount for the waiver is \$250.00 per year.

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010

Post Office Box 1147, Riverside, Ca 92502-1147

Thank you.

Contract No. 13-11-009

Riverside County Transportation

ENGINEERING SERVICES AGREEMENT

for

On-Call Water Quality Management Plan Check Services

between

County of Riverside • Transportation Department

and

CValdo Corporation



JAN 07 2014 3-44

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ENGINEERING SERVICES AGREEMENT

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

County of Riverside • Transportation Department	CValdo Corporation
4080 Lemon Street, 8 th Floor	4901 Morena Boulevard, Suite 1110
Riverside, CA 92502	San Diego, CA 92117

do hereby agree as follows:

ARTICLE I • DESIGNATED CONTACTS

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

The ENGINEERING PROJECT MANAGER for ENGINEER shall be:

Michael Cairns, PE

The COUNTY PROJECT MANAGER for COUNTY shall be:

Claudia Steiding, CESSWI, QSP - NPDES Coordinator

ARTICLE II • PROJECT DEFINITION

ENGINEER shall furnish all technical and professional services including labor, material, equipment, transportation, supervision, and expertise to fully and adequately perform and complete the covenants set forth in Appendix A, Scope of Services, which is attached hereto and incorporated herein by reference. All services and deliverables associated with the performance and accomplishment of the covenants described in the Scope of Services is hereinafter collectively referred to as the "PROJECT".

All agents, employees, or subcontractors of ENGINEER doing work for COUNTY shall sign an independent Contractor Agreement, in a form proscribed by COUNTY, acknowledging their status as independent contractors before commencing any work for COUNTY pursuant to this contract or any work assignment.

ARTICLE III • COOPERATIVE AGENCIES

A. Lead Agency

COUNTY is designated as the lead agency for PROJECT and is working cooperatively with other agencies in the effort to complete PROJECT.

B. Cooperative Agencies

The cooperating agencies are listed below and will hereinafter be collectively referred to as the "AGENCIES".

Riverside County Flood Control and Water Conservation District

Caltrans

Relevant Cities

Regional Water Quality Control Boards (San Diego, Santa Ana River and Colorado River Regions)

State and Federal 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 PROJECT MANAGER or the COUNTY PROJECT 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 PROJECT MANAGER, except that which is expressly identified in this contract.
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.
2. Minor modifications are changes that do not substantially affect the Scope of Service. Minor modifications may be: a shift of funds between tasks within a budget category; the shifting of work and/or funding from one phase to another; use of contingency pursuant to Article VI.B.1. All requests for minor modifications must be approved in writing by the Director of Transportation and Land Management Agency, or his designee, prior to implementing the change.
3. There shall be no change in the ENGINEERING PROJECT MANAGER or key members of the PROJECT team without prior written approval by the COUNTY PROJECT MANAGER.
4. All modifications that do not fit within the definition of a minor modification to the contract shall be considered a major change and must be approved in writing by the ENGINEER and COUNTY Board of Supervisors prior to implementing the major change.

E. COUNTY Directives

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

F. Liability

1. ENGINEER has total responsibility for the accuracy and completeness of all data, reports, plans, specifications and estimates prepared for this PROJECT 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 other documents furnished in accordance with the Scope of Services shall meet the criteria for acceptance and be a product of neat appearance, well

1 organized, technically and grammatically correct, checked and having the preparer and checker
2 identified. The minimum standard of appearance, organization and contents shall be of similar types
3 produced by COUNTY and AGENCIES. If any work product submitted is not complete and ready for use
4 by COUNTY, it shall be marked "Draft" or similar designation to indicate it is not ready for use by
5 COUNTY. COUNTY expects that all work product not so designated is ready for and can be used on
6 PROJECT.

- 7 5. The page identifying preparers of engineering reports, the title sheet for specifications and each sheet of
8 plans, shall bear the professional seal, certificate number, registration classification, expiration date of the
9 certificate, and signature of the professional engineer(s) responsible for their preparation.
- 10 6. COUNTY and ENGINEER agree that plans, drawings or other work products prepared by ENGINEER are
11 for the exclusive use of COUNTY and will be used by COUNTY for the project for which they were
12 specifically designed. ENGINEER shall not be responsible for use of such plans, drawings or other work
13 products if used on a different project without the written authorization or approval by ENGINEER.
- 14 7. ENGINEER acknowledges that the plans, drawings and/or other work products may be used by COUNTY
15 for the PROJECT regardless of any disputes that may develop between ENGINEER and COUNTY. All
16 plans, drawings, or other work product shall be deemed the sole and exclusive property of COUNTY and
17 ownership thereof is irrevocably vested in COUNTY whether the PROJECT is executed or not.
- 18 8. ENGINEER, and the agents and employees of ENGINEER, in the performance of this contract, shall act
19 in an independent capacity as an independent contractor and not as officers, employees or agents of
20 COUNTY.
- 21 9. ENGINEER has the sole discretion to determine how, when, and where to perform services required to
22 achieve the final result specified in the Scope of Services for the PROJECT subject to PROJECT
23 timelines and availability during COUNTY regular operating hours.
- 24 10. ENGINEER has the right to perform services for other clients during the term of this contract as long as
25 services are not in direct conflict with the services provided to COUNTY.
- 26 11. ENGINEER, and the agents and employees of ENGINEER, shall not be entitled to and is not eligible for
27 COUNTY employee benefits, including but not limited to, medical, dental or vision insurance, life
28 insurance, retirement benefits, vacation or sick pay, or any other benefit or compensation beyond that
29 which is set forth explicitly in this contract.

12. ENGINEER shall provide and maintain, throughout the term of this contract, their own workspace, tools, 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 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. ENGINEER further agrees to and shall indemnify and hold harmless the 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.
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 relating to PROJECT. 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 PROJECT MANAGER. All plans, calculations documents and other items submitted to the COUNTY PROJECT 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 PROJECT may be considered for Value Engineering Studies. To this end, the COUNTY PROJECT 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 PROJECT MANAGER.
2. In the event that COUNTY directs ENGINEER to provide services constituting Extra Work, COUNTY shall provide extra compensation to the ENGINEER. Allowable compensation for approved extra work will be based on the provisions of Appendix C, Budget, which is attached hereto and incorporated herein by reference.
3. 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 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 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 coverage's during the term of this Agreement. 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 agreement 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 Agreement, 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 agreement 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 Agreement, 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 Agreement 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 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 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 Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, ENGINEER'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

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

- 1 g. The insurance requirements contained in this Agreement may be met with a program(s) of self-
2 insurance acceptable to the COUNTY.
- 3 h. ENGINEER agrees to notify COUNTY of any claim by a third party or any incident or event that may
4 give rise to a claim arising from the performance of this Agreement.

5 **O. Conflict of Interest**

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

16 **P. Legal Compliance**

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

21 **Q. Nondiscrimination**

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

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 this PROJECT. In addition, this contract is subject 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 PROJECT 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 PROJECT services in accordance with the provisions set forth in Appendix B, Schedule of Services, which is attached hereto and incorporated herein by reference.
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 PROJECT 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 PROJECT 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. As part of the monthly invoice ENGINEER shall submit a progress report in accordance with COUNTY Engineering Services Progress Reporting Guidelines. Progress Reports shall indicate the progress achieved during the previous month in relation to the Schedule of Services. Submission of such progress report by ENGINEER shall be a condition precedent to receipt of payment from COUNTY for each monthly invoice submitted.
2. 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 or project services until so directed by the County Project Manager. No payment will be made prior to approval of this contract.

B. Basis of Compensation

1. PROJECT services as provided under this contract and as described in the Scope of Services, shall be compensated for as defined in Appendix C, Budget, which is attached hereto and incorporated herein by reference. The total amount of the contract is not to exceed \$75,000.00 per Fiscal Year and reimbursement is to be made at actual cost:

If a contingency budget is provided, COUNTY shall hold such contingency in reserve for unforeseen Extra Work that may arise during the performance of this agreement. Contingency budget shall only be used at the discretion of the COUNTY PROJECT MANAGER, and with prior written authorization by the COUNTY PROJECT MANAGER.

No additional compensation for Extra Work will be paid except upon the issuance of an Extra Work Order by COUNTY.

2. Prior authorization in writing by the COUNTY PROJECT 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 PROJECT 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 Contract Cost Principles and Procedures, CFR 48, Federal Acquisition Regulations Systems, Chapter 1, Part 31, shall be used to determine the allowability of individual items of cost.
7. ENGINEER also agrees to comply with Federal procedures in accordance the Code of Federal Regulations Section 49, Part 18, Uniform Administrative Requirements for Grants and Cooperative

Agreements to State and Local Governments.

8. In the event of errors or omissions in the plans for PROJECT, 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 monthly invoices for PROJECT Services in accordance with Appendix C, Budget.

2. ENGINEER shall submit an invoice each month for PROJECT services performed during the preceding month. Invoices shall be submitted to the COUNTY PROJECT MANAGER and shall be included with a Progress Report covering the same period as the submitted invoice per Exhibits A-1 and A-2 for P-WQMP and F-WQMP plan check, respectively.

3. Progress payments will be based on PROJECT services provided and actual costs incurred. Payments made prior to the completion of each phase will not exceed the amount allowed in ENGINEER's cost proposal for the completion of that phase and prior phases, unless approved in writing by the COUNTY PROJECT MANAGER.

4. Progress payments will be made as promptly as fiscal procedures will permit upon receipt by the COUNTY PROJECT 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 PROJECT and as described within the Scope of Services.

- 1 D. ENGINEER agrees to indemnify and hold harmless COUNTY, its officers, employees and agents from any
2 and all liabilities, claims, actions, losses or damages relating to or arising from ENGINEER's use of COUNTY
3 GIS information.
- 4 E. GIS information cannot be used for all purposes; and GIS information may not be complete for all purposes.
5 Additional investigation or research by ENGINEER into other sources will be required. GIS information is
6 intended only as an information base and is not intended to replace any legal records. COUNTY has used
7 and will continue to use its best efforts to correctly input into COUNTY GIS the information contained in
8 various legal and other records; but COUNTY accepts no responsibility for any conflict with actual legal
9 records or for information not transferred from legal records to COUNTY GIS. COUNTY has attempted to
10 update GIS information as often as is practically feasible. However, ENGINEER should be aware that GIS
11 information may not be current and changes or additions to the information contained in COUNTY GIS may
12 not yet be reflected in COUNTY GIS.
- 13 F. COUNTY accepts no responsibility for the use of GIS information; and COUNTY provides no warranty for the
14 use of COUNTY GIS or COUNTY GIS information by ENGINEER. THE WARRANTIES SPECIFICALLY SET
15 FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED,
16 INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE;
17 AND SUCH OTHER WARRANTIES ARE HEREBY EXCLUDED.
- 18 G. Final plans, drawings or PROJECT work products will be provided in an electronic format suitable for
19 inclusion within the COUNTY GIS or CADD Systems by ENGINEER and will contain the appropriate meta
20 data and will be geographically registered using a appropriate coordinate system such as the California State
21 Plane Coordinate System NAD 83.
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ARTICLE VIII • APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

 Dated: 1-15-14

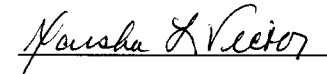
JUAN C. PEREZ

Director of Transportation and Land Management

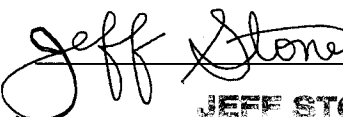
Agency **Patricia Romo**
Assistant Director of Transportation

APPROVED AS TO FORM:

PAMELA J. WALLS, COUNTY COUNSEL


 Dated: 12/17/13
By Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

 Dated: JAN 07 2014
JEFF STONE
PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

 Dated: JAN 07 2014
KECIA HARPER-IHEM
Clerk of the Board (SEAL)


ENGINEER Approvals

ENGINEER:

PRINTED NAME Dated: _____

TITLE

ENGINEER:

 Dated: 11/14/13
Michael Cairns
PRINTED NAME
Principal
TITLE

APPENDIX A • ARTICLE AI • INTRODUCTION

A. PROJECT DESCRIPTION

ENGINEER will provide COUNTY with On-call Plan Check Services of Preliminary Water Quality Management Plans (P-WQMP) and Final WQMPs (F-WQMP) for Priority Development, New Development and Significant Redevelopment projects. ENGINEER shall use the appropriate checklist for each principal watershed. Under the general direction of the Stormwater Program Manager or his/her designee, the services to be furnished will include, but not limited to 1) picking up Plan Check packages from the COUNTY within one (1) business day of notification, 2) providing P-WQMP and F-WQMP Plan Check services pursuant to the requirements established in the latest Riverside COUNTY Water Quality Management Plan for Urban Runoff document, 3) reviewing P-WQMP and F-WQMP submittals, and meet with developers, their representatives, and COUNTY staff when requested by the COUNTY, 4) providing the Stormwater Program Manager or his/her designee with a Project Status Log update each week, 5) providing COUNTY staff with recommendations on the implementation of the WQMP program. Other services to be included, but not limited to:

1. Preliminary WQMP (P-WQMP)

a. Research of Information

COUNTY will provide ENGINEER with the following: one (1) copy of the Applicant's first submittal of the P-WQMP. The P-WQMP shall include the documentation set forth in the Guidance Document including but not limited to a location map, site plan, soils report (if necessary), jurisdictional drainage report, CEQA mitigation, and other P-WQMP documentation. The P-WQMP must be wet signed and sealed by the Engineer (Preparer), and the Applicant. If ENGINEER determines the P-WQMP document is not complete enough to conduct a comprehensive review, ENGINEER shall notify COUNTY and return the document to the Preparer within two (2) business days.

b. Transfer of P-WQMP from COUNTY to ENGINEER

ENGINEER shall make provisions to pick up the P-WQMP and supporting documents by the next business day from the day the COUNTY notifies (Notification Date) the ENGINEER that the P-WQMP

On-Call Water Quality Management Plan Check Services

has been submitted. Alternatively, the ENGINEER may provide the COUNTY with self-addressed FedEx envelopes and boxes (or equal) for the COUNTY's use in delivering Applicant submitted P-WQMP to the ENGINEER for review. The shipping labels will indicate "Bill to Recipient."

c. Review of P-WQMP

The ENGINEER shall conduct up to two (2) reviews of the P-WQMP to ascertain the document's compliance with the Guidance Document and COUNTY preferences. Following each review, the ENGINEER shall prepare P-WQMP comments for transmittal to the P-WQMP Preparer or a letter recommending approval of the P-WQMP for transmittal to the COUNTY. P-WQMP comments may include but not be limited to redline comments, narrative comments, or checklists at the discretion of the ENGINEER.

Comments to the Preparer or the letter recommending approval to the COUNTY shall be submitted (Submittal Date) within (10) ten working days from the Notification Date or the Resubmittal Date the P-WQMP is received by ENGINEER. The Submittal Date shall be the date comments or letter recommending approval is deposited to FedEx (or equal).

Comments returned to the Preparer and letters to the COUNTY recommending approval of the P-WQMP shall be sent by FedEx Second Business Day Service delivery (or equal). Materials sent to the Preparer shall be sent to the Preparer's delivery address included in the P-WQMP. ENGINEER may propose an alternate method for approval by the COUNTY.

The Preparer shall return the previous set of comments (redline comments, narrative comments, checklists, etc.) to the ENGINEER when resubmitting (Resubmittal Date) P-WQMPs for second and subsequent reviews. Upon submittal of second review comments, ENGINEER shall notify COUNTY and offer a meeting with the Applicant and Preparer.

ENGINEER shall notify the COUNTY of Preparer's failure to return the previous comment set prior to

On-Call Water Quality Management Plan Check Services

performing subsequent reviews. Incomplete returns to the ENGINEER shall not be considered a resubmittal.

Preparers will be notified when the P-WQMP is ready for approval. Following notification, the Preparer shall submit three original P-WQMPs (wet signed by Applicant with the signature notarized, and wet sealed and signed by the Preparer), two for submittal to the COUNTY and one for the ENGINEER's files. ENGINEER shall include the two original P-WQMPs for the COUNTY's use with the letter recommending approval of the P-WQMP.

The ENGINEER shall conduct a third review, as necessary, until the P-WQMP is ready for a recommendation of approval. Third reviews of the P-WQMP shall be in accordance with the process and turn-around time for review of the first two submittals.

2. Teleconferences/Meetings

ENGINEER shall teleconference or meet with developers at the COUNTY's request to review P-WQMP comments, to discuss BMPs to be incorporated into the project, and to otherwise facilitate the P-WQMP review and approval process. All meetings shall be at the COUNTY or at the ENGINEER's office, at the discretion of the COUNTY.

3. Final WQMP (F-WQMP)

a. Research Information

COUNTY will provide ENGINEER with the following documents when a F-WQMP is submitted for its initial review: one (1) copy of the approved P-WQMP (if necessary); one (1) copy of the conditions of approval; one (1) original of the first submittal of the F-WQMP wet signed by the Applicant with the signature notarized and wet sealed by the Engineer of Record. The F-WQMP shall be consistent with the approved P-WQMP.

b. Transfer of F-WQMP from COUNTY to ENGINEER

On-Call Water Quality Management Plan Check Services

ENGINEER shall make provisions to pick up the F-WQMP and supporting documents by the next business day from the day the COUNTY notifies (Notification Date) the ENGINEER that the F-WQMP has been submitted. Alternatively, ENGINEER may provide COUNTY with self-addressed FedEx envelopes and boxes (or equal) for COUNTY's use in delivering Applicant submitted F-WQMP to the ENGINEER for review. The shipping labels will indicate "Bill to Recipient."

b. Review of F-WQMP

ENGINEER shall conduct up to two (2) reviews of F-WQMP to ascertain the document's consistency with the approved P-WQMP and compliance with the COUNTY policies and preferences. Following each review, ENGINEER shall prepare F-WQMP comments for transmittal to the F-WQMP Preparer or a letter recommending approval for the F-WQMP for transmittal to the COUNTY. F-WQMP comments may include but not be limited to redline comments, narrative comments, verbal comments, or checklists at the discretion of ENGINEER.

ENGINEER shall conduct a third review as necessary. The F-WQMP should be ready for a recommendation of approval after third review. If additional review of the F-WQMP is necessary beyond the third review, ENGINEER should get permission from the COUNTY prior to commencing the work.

Comments to the Preparer shall be submitted within ten (10) working days from the Notification Date or Resubmittal Date with a copy of comments, excluding redline comments, provided to COUNTY. Comments shall be deemed submitted on the date deposited for delivery or the date provided.

Materials sent to the Preparer shall be sent to the Preparer's delivery address included in the F-WQMP via FedEx Second Business Day Service (or equal). When the Preparer provides a postal box address, materials will be sent via First Class Mail or Priority Mail in lieu of FedEx delivery. When determined appropriate by ENGINEER, comments may be transmitted via e-mail, fax, or other suitable means. ENGINEER may also propose an alternate method of approval by the COUNTY.

The Preparer shall return the previous set of comments (redlines, narratives, checklists, etc.) to ENGINEER when resubmitting (Resubmittal Date) F-WQMPs for second and subsequent reviews. ENGINEER shall notify COUNTY of Preparer's failure to return the previous comment set prior to performing subsequent reviews. Incomplete returns to the ENGINEER are not considered a resubmittal.

4. Teleconferences and Meetings

ENGINEER shall participate in up to three (3) teleconferences and/or meetings with Applicant and their F-WQMP Preparer, at COUNTY's request, to review F-WQMP comments, to discuss BMPs to be incorporated into the project, and to otherwise facilitate the F-WQMP review and approval process. All meetings shall be at COUNTY or at the ENGINEER's office, at the discretion of COUNTY.

5. Project Reporting

ENGINEER shall provide a Project Status Log spreadsheet to COUNTY regarding the project status. The spreadsheet shall include two worksheets; one for P-WQMP (Exhibit A-1) and one for F-WQMP (Exhibit A-2). The worksheets shall contain the project number, project name or tract case number, description, reviewer's initials, status, notification date, resubmittal date, approval date, returned date, reviewer turn-around time, Applicant turn-around time, and a comment section with a brief explanation as to why a WQMP was returned unapproved. The spreadsheet shall be provided on a weekly basis, on Fridays or the last business day of the week by 3:00 p.m.

6. Program Implementation Assistance

ENGINEER shall assist the COUNTY in implementation of the WQMP program on an as-needed basis. Implementation assistance may include but not be limited to the following: preparing instructions to clarify questions Preparers frequently have when preparing WQMPs; preparing COUNTY-specific guidance for WQMP preparation; review COUNTY standard plans, details, and codes for compatibility with WQMP requirements; developing COUNTY standard plans or details for water quality BMPs; and other WQMP

and water quality protection assistance related to development and redevelopment within the County.

B. LOCATION

Projects requiring WQMP plan check review will be located within the Santa Margarita, Santa Ana or Whitewater Watershed(s).

C. 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 PROJECT MANAGER has been secured. The key personnel for performance of this PROJECT are:

Mike Cairns, PE – Project Manager

Ken Horsley, PE – Senior Engineer

Lombardo Detrinidad, PE – Senior Engineer

Joel Valdovinos, PE – Project Engineer

Mariel Paras Cairns, PE - Project Engineer

Rick Paras, PE – Project Engineer

Josh Bayona, EIT – Junior Engineer

Antonia Foster - Administrative

ARTICLE AII • SERVICES TO BE PROVIDED

A. CONTRACT DELIVERABLES

Contract deliverables include, but are not limited to:

P- and F-WQMP comments (redlines, narratives, checklists, etc.)

Program Implementation Assistance documentation as needed

Project Status Log spreadsheet

Preliminary WQMP

Project Number: _____

Project Name: _____

Case Number: _____

Description: _____

Reviewer: _____

Applicant: _____

Engineer: _____

	Date Received	Date To Consultant	Returned Date to the Applicant	Reviewer Turn-Around Time (Days)	Applicant Turn-Around Time (Days)	Approval Date	Comments
1st Review							
2nd Review							
3rd Review							

Final WQMP

Project Number: _____

Reviewer: _____

Project Name: _____

Applicant: _____

Case Number: _____

Engineer: _____

Description: _____

	Date Received	Date To Consultant	Returned Date to the Applicant	Reviewer Turn-Around Time (Days)	Applicant Turn-Around Time (Days)	Approval Date	Comments
1st Review							
2nd Review							
3rd Review							

APPENDIX B • ARTICLE BI • INTRODUCTION

The 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. All Covenants set forth in this agreement shall 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, 2016	
Supplement 1	July 1, 2016 to June 30, 2017	(Requires Board Authorization)
Supplement 2	July 1, 2017 to June 30, 2018	(Requires Board Authorization)

Satisfactory performance and completion of the Services under this Agreement shall be compensated based upon actual costs. COUNTY will reimburse ENGINEER for actual costs (including labor costs, overhead, and other direct costs) incurred by ENGINEER in performance of the work.

APPENDIX C • ARTICLE CI • ELEMENTS OF COMPENSATION

A. SALARY RATES

All services rendered under Scope of Services Appendix "A", shall be paid at the hourly rate scheduled in Exhibit C-1. Salary rates shall be in effect for three years following the effective date of the Agreement. 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 and Land Management Agency, or his designee. No overtime or extra work shall be performed unless prior authorization is obtained from COUNTY.

ARTICLE CIII • 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 Administrator.
2. The charges for each individual assigned under this Agreement by project shall be listed separately.
3. 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.

ARTICLE CIV • PAYMENT

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

ARTICLE CV • COST PROPOSAL

The following cost proposal reflects the negotiated targeted contract amount. The cost proposal will serve as a guideline and reference document during the execution of this contract. ENGINEER shall be compensated in accordance with the rates provided. The total amount of the contract is not to exceed \$75,000 per Fiscal Year for 3 years. Reimbursement is to be made at actual cost. Billing shall not exceed the rates provided in the attached Fee Proposal Worksheets below (Exhibit C-1). Services will be requested on an "as needed" basis for fiscal years 2013-2014, 2014-2015 and 2015-2016. ENGINEER will provide services for an amount not to exceed

On-Call Water Quality Management Plan Check Services

1 \$75,000 annually with no minimum amount and invoicing only for services performed. The total amount is not to
2 exceed \$225,000 for the three year term. This Agreement may be cancelled by County without cause with 30
3 days written notice and may be extended by no more than two one year extensions (Board authorization
4 required).

EXHIBIT C-1
COST PROPOSAL SHEET – HOURLY BILLING RATE SCHEDULE
FOR
P-WQMP and F-WQMP Reviews

CValdo Corporation

Billing Title	Staff Name	Hourly Rate	Percentage of Time Serving Contract*
Project Manager	Mike Cairns, PE	\$155	25%
Senior Engineer	Ken Horsley, PE	\$144	35%
Senior Engineer	Lombardo Detrinidad, PE	\$144	35%
Project Engineer	Joel Valdovinos, PE**	\$128	20%
Project Engineer	Mariel Paras Cairns, PE**	\$128	20%
Project Engineer	Rick Paras, PE**	\$128	20%
Junior Engineer	Josh Bayona, EIT**	\$98	20%
Administrative	Antonia Foster	\$58	20%

* Percentages given are based upon availability. Actual percentages will vary based upon workload.

** Staff members are support staff intended to accommodate spikes in workload.

Task	Fee	Unit
Program Implementation Assistance	Per above hourly rate schedule	\$/hour

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

Contract No. 13-11-008
Riverside County Transportation

ENGINEERING SERVICES AGREEMENT

for

On-Call Water Quality Management Plan Check Services

between

County of Riverside • Transportation Department

and

RBF Consulting



JAN 07 2014

3-44

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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 th Floor	14725 Alton Parkway
Riverside, CA 92502	Irvine, CA 92618-2027

do hereby agree as follows:

ARTICLE I • DESIGNATED CONTACTS

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

The ENGINEERING PROJECT MANAGER for ENGINEER shall be:

Jeremy Hohnbaum, PE, CPESC, LEED AP, QSD/P

The COUNTY PROJECT MANAGER for COUNTY shall be:

Claudia Steiding, CESSWI, QSP - NPDES Coordinator

ARTICLE II • PROJECT DEFINITION

ENGINEER shall furnish all technical and professional services including labor, material, equipment, transportation, supervision, and expertise to fully and adequately perform and complete the covenants set forth in Appendix A, Scope of Services, which is attached hereto and incorporated herein by reference. All services and deliverables associated with the performance and accomplishment of the covenants described in the Scope of Services is hereinafter collectively referred to as the "PROJECT".

All agents, employees, or subcontractors of ENGINEER doing work for COUNTY shall sign an independent Contractor Agreement, in a form proscribed by COUNTY, acknowledging their status as independent contractors before commencing any work for COUNTY pursuant to this contract or any work assignment.

ARTICLE III • COOPERATIVE AGENCIES

A. Lead Agency

COUNTY is designated as the lead agency for PROJECT and is working cooperatively with other agencies in the effort to complete PROJECT.

B. Cooperative Agencies

The cooperating agencies are listed below and will hereinafter be collectively referred to as the "AGENCIES".

Riverside County Flood Control and Water Conservation District

Caltrans

Relevant Cities

Regional Water Quality Control Boards (San Diego, Santa Ana River and Colorado River Regions)

State and Federal 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 PROJECT MANAGER or the COUNTY PROJECT 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 PROJECT MANAGER, except that which is expressly identified in this contract.
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.
2. Minor modifications are changes that do not substantially affect the Scope of Service. Minor modifications may be: a shift of funds between tasks within a budget category; the shifting of work and/or funding from one phase to another; use of contingency pursuant to Article VI.B.1. All requests for minor modifications must be approved in writing by the Director of Transportation and Land Management Agency, or his designee, prior to implementing the change.
3. There shall be no change in the ENGINEERING PROJECT MANAGER or key members of the PROJECT team without prior written approval by the COUNTY PROJECT MANAGER.
4. All modifications that do not fit within the definition of a minor modification to the contract shall be considered a major change and must be approved in writing by the ENGINEER and COUNTY Board of Supervisors prior to implementing the major change.

E. COUNTY Directives

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

F. Liability

1. ENGINEER has total responsibility for the accuracy and completeness of all data, reports, plans, specifications and estimates prepared for this PROJECT 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 other documents furnished in accordance with the Scope of Services shall meet the criteria for acceptance and be a product of neat appearance, well

1 organized, technically and grammatically correct, checked and having the preparer and checker
2 identified. The minimum standard of appearance, organization and contents shall be of similar types
3 produced by COUNTY and AGENCIES. If any work product submitted is not complete and ready for use
4 by COUNTY, it shall be marked "Draft" or similar designation to indicate it is not ready for use by
5 COUNTY. COUNTY expects that all work products not so designated is ready for and can be used on
6 PROJECT.

- 7 5. The page identifying preparers of engineering reports, the title sheet for specifications and each sheet of
8 plans, shall bear the professional seal, certificate number, registration classification, expiration date of the
9 certificate, and signature of the professional engineer(s) responsible for their preparation.
- 10 6. COUNTY and ENGINEER agree that plans, drawings or other work products prepared by ENGINEER are
11 for the exclusive use of COUNTY and will be used by COUNTY for the project for which they were
12 specifically designed. ENGINEER shall not be responsible for use of such plans, drawings or other work
13 products if used on a different project without the written authorization or approval by ENGINEER.
- 14 7. ENGINEER acknowledges that the plans, drawings and/or other work products may be used by COUNTY
15 for the PROJECT regardless of any disputes that may develop between ENGINEER and COUNTY. All
16 plans, drawings, or other work product shall be deemed the sole and exclusive property of COUNTY and
17 ownership thereof is irrevocably vested in COUNTY whether the PROJECT is executed or not.
- 18 8. ENGINEER, and the agents and employees of ENGINEER, in the performance of this contract, shall act
19 in an independent capacity as an independent contractor and not as officers, employees or agents of
20 COUNTY.
- 21 9. ENGINEER has the sole discretion to determine how, when, and where to perform services required to
22 achieve the final result specified in the Scope of Services for the PROJECT subject to PROJECT
23 timelines and availability during COUNTY regular operating hours.
- 24 10. ENGINEER has the right to perform services for other clients during the term of this contract as long as
25 services are not in direct conflict with the services provided to COUNTY.
- 26 11. ENGINEER, and the agents and employees of ENGINEER, shall not be entitled to and is not eligible for
27 COUNTY employee benefits, including but not limited to, medical, dental or vision insurance, life
28 insurance, retirement benefits, vacation or sick pay, or any other benefit or compensation beyond that
29 which is set forth explicitly in this contract.

12. ENGINEER shall provide and maintain, throughout the term of this contract, their own workspace, tools, 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 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. ENGINEER further agrees to and shall indemnify and hold harmless the 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.
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 relating to PROJECT. 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 PROJECT MANAGER. All plans, calculations documents and other items submitted to the COUNTY PROJECT 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 PROJECT may be considered for Value Engineering Studies. To this end, the COUNTY PROJECT 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 PROJECT MANAGER.
2. In the event that COUNTY directs ENGINEER to provide services constituting Extra Work, COUNTY shall provide extra compensation to the ENGINEER. Allowable compensation for approved extra work will be based on the provisions of Appendix C, Budget, which is attached hereto and incorporated herein by reference.
3. 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 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 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 coverage's during the term of this Agreement. 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 agreement 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 Agreement, 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 agreement 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 Agreement, 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 Agreement 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 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 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 Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, ENGINEER'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement 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 Agreement 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 Agreement 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 Agreement, 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 Agreement, 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 Agreement.

- 1 g. The insurance requirements contained in this Agreement may be met with a program(s) of self-
2 insurance acceptable to the COUNTY.
- 3 h. ENGINEER agrees to notify COUNTY of any claim by a third party or any incident or event that may
4 give rise to a claim arising from the performance of this Agreement.

5 **O. Conflict of Interest**

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

16 **P. Legal Compliance**

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

21 **Q. Nondiscrimination**

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

W. Funding Requirements

1. All obligations of COUNTY are subject to appropriation of resources by various Federal, State and local

1 agencies.

- 2 2. This contract is valid and enforceable only if sufficient funds are made available to COUNTY for the
3 purpose of this PROJECT. In addition, this contract is subject to any additional restrictions, limitations,
4 conditions or any statute enacted by Congress, State Legislature or COUNTY that may affect the
5 provisions, terms or funding of this contract in any manner.
- 6 3. It is mutually agreed that if sufficient funds for the program are not appropriated, this contract will be
7 amended or terminated to reflect any reduction in funds.

8 **ARTICLE V • PERFORMANCE**

9 **A. Performance Period**

- 10 1. This contract shall begin upon notification to proceed by the COUNTY PROJECT MANAGER.
- 11 2. ENGINEER is advised that any recommendation for contract award is not binding on COUNTY until the
12 proposed contract is fully executed and approved by COUNTY.
- 13 3. ENGINEER shall perform PROJECT services in accordance with the provisions set forth in Appendix B,
14 Schedule of Services, which is attached hereto and incorporated herein by reference.
- 15 4. Where ENGINEER is required to prepare and submit studies, reports, plans, etc., to COUNTY, these
16 shall be submitted in draft as scheduled, and the opportunity provided for COUNTY to offer comments
17 prior to final submission.
- 18 5. When COUNTY determines that ENGINEER has satisfactorily completed the PROJECT services,
19 COUNTY may give ENGINEER a written Notice of Final Acceptance. ENGINEER shall not incur any
20 further costs hereunder unless so specified in the Notice of Final Acceptance. ENGINEER may request a
21 Notice of Final Acceptance determination when, in its opinion, it has satisfactorily completed all covenants
22 as stipulated in this contract.
- 23 6. Time is of the essence in this contract.

24 **B. Time Extensions**

- 25 1. Any delay in providing PROJECT services required by this contract occasioned by causes beyond the
26 control and not due to the fault or negligence of ENGINEER, shall be the reason for granting an extension
27 of time for the completion of the aforesaid work. When such delay occurs, ENGINEER shall promptly
28 notify COUNTY in writing of the cause and of the extent of the delay whereupon COUNTY shall ascertain
29 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. As part of the monthly invoice ENGINEER shall submit a progress report in accordance with COUNTY Engineering Services Progress Reporting Guidelines. Progress Reports shall indicate the progress achieved during the previous month in relation to the Schedule of Services. Submission of such progress report by ENGINEER shall be a condition precedent to receipt of payment from COUNTY for each monthly invoice submitted.
2. 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 or project services until so directed by the County Project Manager. No payment will be made prior to approval of this contract.

B. Basis of Compensation

1. PROJECT services as provided under this contract and as described in the Scope of Services, shall be compensated for as defined in Appendix C, Budget, which is attached hereto and incorporated herein by reference. The total amount of the contract is not to exceed \$75,000.00 per Fiscal Year and reimbursement is to be made at actual cost:

If a contingency budget is provided, COUNTY shall hold such contingency in reserve for unforeseen Extra Work that may arise during the performance of this agreement. Contingency budget shall only be used at the discretion of the COUNTY PROJECT MANAGER, and with prior written authorization by the COUNTY PROJECT MANAGER.

No additional compensation for Extra Work will be paid except upon the issuance of an Extra Work Order by COUNTY.

2. Prior authorization in writing by the COUNTY PROJECT 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 PROJECT 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 Contract Cost Principles and Procedures, CFR 48, Federal Acquisition Regulations Systems, Chapter 1, Part 31, shall be used to determine the allowability of individual items of cost.
7. ENGINEER also agrees to comply with Federal procedures in accordance the Code of Federal Regulations Section 49, Part 18, Uniform Administrative Requirements for Grants and Cooperative

1 Agreements to State and Local Governments.

- 2 8. In the event of errors or omissions in the plans for PROJECT, ENGINEER shall perform the necessary
3 engineering services required to correct such errors and omissions without additional charge to COUNTY.

4 **C. Progress Payments**

- 5 1. ENGINEER shall submit monthly invoices for PROJECT Services in accordance with Appendix C,
6 Budget.
- 7 2. ENGINEER shall submit an invoice each month for PROJECT services performed during the preceding
8 month. Invoices shall be submitted to the COUNTY PROJECT MANAGER and shall be included with a
9 Progress Report covering the same period as the submitted invoice per Exhibits A-1 and A-2 for P-
10 WQMP and F-WQMP plan check, respectively.
- 11 3. Progress payments will be based on PROJECT services provided and actual costs incurred. Payments
12 made prior to the completion of each phase will not exceed the amount allowed in ENGINEER's cost
13 proposal for the completion of that phase and prior phases, unless approved in writing by the COUNTY
14 PROJECT MANAGER.
- 15 4. Progress payments will be made as promptly as fiscal procedures will permit upon receipt by the
16 COUNTY PROJECT MANAGER of itemized invoices.

17 **ARTICLE VII • GIS INFORMATION**

- 18 A. "GIS Information" shall include GIS digital files (including the information or data contained therein) and any
19 other information, data, or documentation from County GIS (regardless of medium or format) that is provided
20 pursuant to this contract.
- 21 B. ENGINEER acknowledges that the unauthorized use, transfer, assignment, sublicensing, or disclosure of the
22 GIS information, documentation, or copies thereof will substantially diminish their value to COUNTY.
23 ENGINEER acknowledges and agrees that COUNTY GIS information is a valuable proprietary product,
24 embodying substantial creative efforts, trade secrets, and confidential information and ideas. COUNTY GIS
25 information is and shall remain the sole property of COUNTY; and there is no intention of COUNTY to transfer
26 ownership of COUNTY GIS information.
- 27 C. COUNTY GIS information is made available to ENGINEER solely for use in the normal course of
28 ENGINEER's business to produce reports, analysis, maps and other deliverables only for this PROJECT and
29 as described within the Scope of Services.

- 1 D. ENGINEER agrees to indemnify and hold harmless COUNTY, its officers, employees and agents from any
2 and all liabilities, claims, actions, losses or damages relating to or arising from ENGINEER's use of COUNTY
3 GIS information.
- 4 E. GIS information cannot be used for all purposes; and GIS information may not be complete for all purposes.
5 Additional investigation or research by ENGINEER into other sources will be required. GIS information is
6 intended only as an information base and is not intended to replace any legal records. COUNTY has used
7 and will continue to use its best efforts to correctly input into COUNTY GIS the information contained in
8 various legal and other records; but COUNTY accepts no responsibility for any conflict with actual legal
9 records or for information not transferred from legal records to COUNTY GIS. COUNTY has attempted to
10 update GIS information as often as is practically feasible. However, ENGINEER should be aware that GIS
11 information may not be current and changes or additions to the information contained in COUNTY GIS may
12 not yet be reflected in COUNTY GIS.
- 13 F. COUNTY accepts no responsibility for the use of GIS information; and COUNTY provides no warranty for the
14 use of COUNTY GIS or COUNTY GIS information by ENGINEER. THE WARRANTIES SPECIFICALLY SET
15 FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED,
16 INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE;
17 AND SUCH OTHER WARRANTIES ARE HEREBY EXCLUDED.
- 18 G. Final plans, drawings or PROJECT work products will be provided in an electronic format suitable for
19 inclusion within the COUNTY GIS or CADD Systems by ENGINEER and will contain the appropriate meta
20 data and will be geographically registered using a appropriate coordinate system such as the California State
21 Plane Coordinate System NAD 83.
- 22
23
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29

ARTICLE VIII • APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

_____ Dated: _____

JUAN C. PEREZ

Director of Transportation and Land Management

Agency

APPROVED AS TO FORM:

PAMELA J. WALLS, COUNTY COUNSEL

Yanisha L. Victor Dated: 12/17/13

By Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

Jeff Stone Dated: JAN 07 2014
JEFF STONE
PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

Regina Lopez Dated: JAN 07 2014

KECIA HARPER-IHEM

Clerk of the Board (SEAL)

ENGINEER Approvals

ENGINEER:

Daniel Apt

Daniel Apt Dated: 11/14/13
PRINTED NAME

Vice President
TITLE

ENGINEER:

Anna Lantini Dated: 11/14/13

ANNA LANTINI
PRINTED NAME

VICE PRESIDENT
TITLE

ARTICLE VIII • APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

 Dated: 1-15-14


JUAN C. PEREZ

Director of Transportation and Land Management


Agency **Patricia Romo**
Assistant Director of Transportation

APPROVED AS TO FORM:

PAMELA J. WALLS, COUNTY COUNSEL

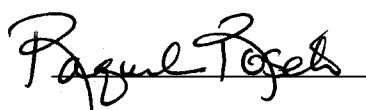
 Dated: 12/17/13
By Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

 Dated: JAN 07 2014
JEFF STONE
PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

 Dated: JAN 07 2014
KECIA HARPER-IHEM
Clerk of the Board (SEAL)

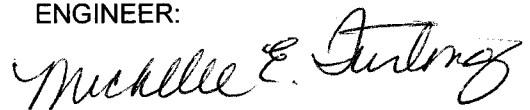
ENGINEER Approvals

ENGINEER:


PRINTED NAME Dated: _____

TITLE

ENGINEER:



Dated: 11/13/13


PRINTED NAME


TITLE

APPENDIX A • ARTICLE AI • INTRODUCTION

A. PROJECT DESCRIPTION

ENGINEER will provide COUNTY with On-call Plan Check Services of Preliminary Water Quality Management Plans (P-WQMP) and Final WQMPs (F-WQMP) for Priority Development, New Development and Significant Redevelopment projects. ENGINEER shall use the appropriate checklist for each principal watershed. Under the general direction of the Stormwater Program Manager or his/her designee, the services to be furnished will include, but not limited to 1) picking up Plan Check packages from the COUNTY within one (1) business day of notification, 2) providing P-WQMP and F-WQMP Plan Check services pursuant to the requirements established in the latest Riverside COUNTY Water Quality Management Plan for Urban Runoff document, 3) reviewing P-WQMP and F-WQMP submittals, and meet with developers, their representatives, and COUNTY staff when requested by the COUNTY, 4) providing the Stormwater Program Manager or his/her designee with a Project Status Log update each week, 5) providing COUNTY staff with recommendations on the implementation of the WQMP program. Other services to be included, but not limited to:

1. Preliminary WQMP (P-WQMP)

a. Research of Information

COUNTY will provide ENGINEER with the following: one (1) copy of the Applicant's first submittal of the P-WQMP. The P-WQMP shall include the documentation set forth in the Guidance Document including but not limited to a location map, site plan, soils report (if necessary), jurisdictional drainage report, CEQA mitigation, and other P-WQMP documentation. The P-WQMP must be wet signed and sealed by the Engineer (Preparer), and the Applicant. If ENGINEER determines the P-WQMP document is not complete enough to conduct a comprehensive review, ENGINEER shall notify COUNTY and return the document to the Preparer within two (2) business days.

b. Transfer of P-WQMP from COUNTY to ENGINEER

ENGINEER shall make provisions to pick up the P-WQMP and supporting documents by the next business day from the day the COUNTY notifies (Notification Date) the ENGINEER that the P-WQMP

On-Call Water Quality Management Plan Check Services

has been submitted. Alternatively, the ENGINEER may provide the COUNTY with self-addressed FedEx envelopes and boxes (or equal) for the COUNTY's use in delivering Applicant submitted P-WQMP to the ENGINEER for review. The shipping labels will indicate "Bill to Recipient."

c. Review of P-WQMP

The ENGINEER shall conduct up to two (2) reviews of the P-WQMP to ascertain the document's compliance with the Guidance Document and COUNTY preferences. Following each review, the ENGINEER shall prepare P-WQMP comments for transmittal to the P-WQMP Preparer or a letter recommending approval of the P-WQMP for transmittal to the COUNTY. P-WQMP comments may include but not be limited to redline comments, narrative comments, or checklists at the discretion of the ENGINEER.

Comments to the Preparer or the letter recommending approval to the COUNTY shall be submitted (Submittal Date) within (10) ten working days from the Notification Date or the Resubmittal Date the P-WQMP is received by ENGINEER. The Submittal Date shall be the date comments or letter recommending approval is deposited to FedEx (or equal).

Comments returned to the Preparer and letters to the COUNTY recommending approval of the P-WQMP shall be sent by FedEx Second Business Day Service delivery (or equal). Materials sent to the Preparer shall be sent to the Preparer's delivery address included in the P-WQMP. ENGINEER may propose an alternate method for approval by the COUNTY.

The Preparer shall return the previous set of comments (redline comments, narrative comments, checklists, etc.) to the ENGINEER when resubmitting (Resubmittal Date) P-WQMPs for second and subsequent reviews. Upon submittal of second review comments, ENGINEER shall notify COUNTY and offer a meeting with the Applicant and Preparer.

ENGINEER shall notify the COUNTY of Preparer's failure to return the previous comment set prior to

performing subsequent reviews. Incomplete returns to the ENGINEER shall not be considered a resubmittal.

Preparers will be notified when the P-WQMP is ready for approval. Following notification, the Preparer shall submit three original P-WQMPs (wet signed by Applicant with the signature notarized, and wet sealed and signed by the Preparer), two for submittal to the COUNTY and one for the ENGINEER's files. ENGINEER shall include the two original P-WQMPs for the COUNTY's use with the letter recommending approval of the P-WQMP.

The ENGINEER shall conduct a third review, as necessary, until the P-WQMP is ready for a recommendation of approval. Third reviews of the P-WQMP shall be in accordance with the process and turn-around time for review of the first two submittals.

2. Teleconferences/Meetings

ENGINEER shall teleconference or meet with developers at the COUNTY's request to review P-WQMP comments, to discuss BMPs to be incorporated into the project, and to otherwise facilitate the P-WQMP review and approval process. All meetings shall be at the COUNTY or at the ENGINEER's office, at the discretion of the COUNTY.

3. Final WQMP (F-WQMP)

a. Research Information

COUNTY will provide ENGINEER with the following documents when a F-WQMP is submitted for its initial review: one (1) copy of the approved P-WQMP (if necessary); one (1) copy of the conditions of approval; one (1) original of the first submittal of the F-WQMP wet signed by the Applicant with the signature notarized and wet sealed by the Engineer of Record. The F-WQMP shall be consistent with the approved P-WQMP.

b. Transfer of F-WQMP from COUNTY to ENGINEER

On-Call Water Quality Management Plan Check Services

ENGINEER shall make provisions to pick up the F-WQMP and supporting documents by the next business day from the day the COUNTY notifies (Notification Date) the ENGINEER that the F-WQMP has been submitted. Alternatively, ENGINEER may provide COUNTY with self-addressed FedEx envelopes and boxes (or equal) for COUNTY's use in delivering Applicant submitted F-WQMP to the ENGINEER for review. The shipping labels will indicate "Bill to Recipient."

b. Review of F-WQMP

ENGINEER shall conduct up to two (2) reviews of F-WQMP to ascertain the document's consistency with the approved P-WQMP and compliance with the COUNTY policies and preferences. Following each review, ENGINEER shall prepare F-WQMP comments for transmittal to the F-WQMP Preparer or a letter recommending approval for the F-WQMP for transmittal to the COUNTY. F-WQMP comments may include but not be limited to redline comments, narrative comments, verbal comments, or checklists at the discretion of ENGINEER.

ENGINEER shall conduct a third review as necessary. The F-WQMP should be ready for a recommendation of approval after third review. If additional review of the F-WQMP is necessary beyond the third review, ENGINEER should get permission from the COUNTY prior to commencing the work.

Comments to the Preparer shall be submitted within ten (10) working days from the Notification Date or Resubmittal Date with a copy of comments, excluding redline comments, provided to COUNTY. Comments shall be deemed submitted on the date deposited for delivery or the date provided.

Materials sent to the Preparer shall be sent to the Preparer's delivery address included in the F-WQMP via FedEx Second Business Day Service (or equal). When the Preparer provides a postal box address, materials will be sent via First Class Mail or Priority Mail in lieu of FedEx delivery. When determined appropriate by ENGINEER, comments may be transmitted via e-mail, fax, or other suitable means. ENGINEER may also propose an alternate method of approval by the COUNTY.

The Preparer shall return the previous set of comments (redlines, narratives, checklists, etc.) to ENGINEER when resubmitting (Resubmittal Date) F-WQMPs for second and subsequent reviews. ENGINEER shall notify COUNTY of Preparer's failure to return the previous comment set prior to performing subsequent reviews. Incomplete returns to the ENGINEER are not considered a resubmittal.

4. Teleconferences and Meetings

ENGINEER shall participate in up to three (3) teleconferences and/or meetings with Applicant and their F-WQMP Preparer, at COUNTY's request, to review F-WQMP comments, to discuss BMPs to be incorporated into the project, and to otherwise facilitate the F-WQMP review and approval process. All meetings shall be at COUNTY or at the ENGINEER's office, at the discretion of COUNTY.

5. Project Reporting

ENGINEER shall provide a Project Status Log spreadsheet to COUNTY regarding the project status. The spreadsheet shall include two worksheets; one for P-WQMP (Exhibit A-1) and one for F-WQMP (Exhibit A-2). The worksheets shall contain the project number, project name or tract case number, description, reviewer's initials, status, notification date, resubmittal date, approval date, returned date, reviewer turn-around time, Applicant turn-around time, and a comment section with a brief explanation as to why a WQMP was returned unapproved. The spreadsheet shall be provided on a weekly basis, on Fridays or the last business day of the week by 3:00 p.m.

6. Program Implementation Assistance

ENGINEER shall assist the COUNTY in implementation of the WQMP program on an as-needed basis. Implementation assistance may include but not be limited to the following: preparing instructions to clarify questions Preparers frequently have when preparing WQMPs; preparing COUNTY-specific guidance for WQMP preparation; review COUNTY standard plans, details, and codes for compatibility with WQMP requirements; developing COUNTY standard plans or details for water quality BMPs; and other WQMP

On-Call Water Quality Management Plan Check Services

and water quality protection assistance related to development and redevelopment within the County.

B. LOCATION

Projects requiring WQMP plan check review will be located within the Santa Margarita, Santa Ana or Whitewater Watershed(s).

C. 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 PROJECT MANAGER has been secured. The key personnel for performance of this PROJECT are:

Jeremy Hohnbaum, PE, CPESC, LEED, AP, QSD/QSP – Project Manager

Anna Lantin, PE, CPESC, CPSWQ – Principal-In-Charge

Daniel Apt, CPESC, CPSWQ – Technical Advisor

Tanya Bilezikjian, PE, CPESC, CPSWQ – Expert Reviewer

Laura Larsen, PE, CPESC, CPSWQ – Expert Reviewer

Terrence Chen, PE, QSD/QSP – Expert Reviewer

Remi Candaele, PE – Expert Reviewer

Kevin Evarts, PE - Expert Reviewer

Kevin Villarama, EIT – Expert Reviewer

ARTICLE AII • SERVICES TO BE PROVIDED

A. CONTRACT DELIVERABLES

Contract deliverables include, but are not limited to:

P- and F-WQMP comments (redlines, narratives, checklists, etc.)

Program Implementation Assistance documentation as needed

Project Status Log spreadsheet

Preliminary WQMP

Project Number: _____
 Project Name: _____
 Case Number: _____
 Description: _____

 Reviewer: _____
 Applicant: _____
 Engineer: _____

	Date Received	Date To Consultant	Returned Date to the Applicant	Reviewer Turn-Around Time (Days)	Applicant Turn-Around Time (Days)	Approval Date	Comments
1st Review							
2nd Review							
3rd Review							

Final WQMP

Project Number: _____

Reviewer: _____

Project Name: _____

Applicant: _____

Case Number: _____

Engineer: _____

Description: _____

	Date Received	Date To Consultant	Returned Date to the Applicant	Reviewer Turn-Around Time (Days)	Applicant Turn-Around Time (Days)	Approval Date	Comments
1st Review							
2nd Review							
3rd Review							

APPENDIX B • ARTICLE BI • INTRODUCTION

The 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. All Covenants set forth in this agreement shall 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, 2016		
Supplement 1	July 1, 2016 to June 30, 2017	(Requires Board Authorization)	
Supplement 2	July 1, 2017 to June 30, 2018	(Requires Board Authorization)	

Satisfactory performance and completion of the Services under this Agreement shall be compensated based upon actual costs. COUNTY will reimburse ENGINEER for actual costs (including labor costs, overhead, and other direct costs) incurred by ENGINEER in performance of the work.

APPENDIX C • ARTICLE CI • ELEMENTS OF COMPENSATION

A. SALARY RATES

All services rendered under Scope of Services Appendix "A", shall be paid at the hourly rate scheduled in Exhibit C-1. Salary rates shall be in effect for three years following the effective date of the Agreement. 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 and Land Management Agency, or his designee. No overtime or extra work shall be performed unless prior authorization is obtained from COUNTY.

ARTICLE CIII • 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 Administrator.
2. The charges for each individual assigned under this Agreement by project shall be listed separately.
3. 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.

ARTICLE CIV • PAYMENT

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

ARTICLE CV • COST PROPOSAL

The following cost proposal reflects the negotiated targeted contract amount. The cost proposal will serve as a guideline and reference document during the execution of this contract. ENGINEER shall be compensated in accordance with the rates provided. The total amount of the contract is not to exceed \$75,000 per Fiscal Year for 3 years. Reimbursement is to be made at actual cost. Billing shall not exceed the rates provided in the attached Fee Proposal Worksheets below (Exhibit C-1). Services will be requested on an "as needed" basis for fiscal years 2013-2014, 2014-2015 and 2015-2016. ENGINEER will provide services for an amount not to exceed

On-Call Water Quality Management Plan Check Services

1 \$75,000 annually with no minimum amount and invoicing only for services performed. The total amount is not to
2 exceed \$225,000 for the three year term. This Agreement may be cancelled by County without cause with 30
3 days written notice and may be extended by no more than two one year extensions (Board authorization
4 required).

EXHIBIT C-1
RBF CONSULTING
COST PROPOSAL SHEET – HOURLY BILLING RATE SCHEDULE

FOR P-WQMP AND F-WQMP REVIEWS

Billing Rate	Personnel	Hourly Rate	Overhead/Profit
Project Manager/Expert Reviewer	Jeremy Hohnbaum, PE, CPESC, LEED AP, QSD/QSP	\$140	60%
Principal-In-Charge	Anna Lantin, PE, CPESC, CPSWQ	\$230	5%
Technical Advisor	Daniel Apt, CPESC, CPSWQ	\$190	20%
Expert Reviewer	Tanya Bilezikjian, PE, CPESC, CPSWQ	\$180	20%
Expert Reviewer	Laura Larsen, PE, CPESC, CPSWQ, QSD/QSP	\$170	20%
Expert Reviewer	Terrence Chen, PE, QSD/QSP	\$130	20%
Expert Reviewer	Remi Candaele, PE	\$120	40%
Expert Reviewer	Kevin Evarts, PE	\$120	40%
Expert Reviewer	Kevin Villarama, EIT	\$100	40%
Office Assistant	Debi Blake	\$70	5%

Task	Hourly Rate	Overhead/Profit
Research of Information	\$70 - \$100	\$/Hour
Transfer of WQMP from County to RBF	\$70 - \$100	\$/Hour
Review of WQMP	\$100 - \$180	\$/Hour
Teleconferences/Meetings	\$140	\$/Hour
Project Reporting	\$100- \$140	\$/Hour
Program Implementation Assistance	\$100 - \$190	\$/Hour