

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



FROM: Transportation & Land Management Agency: Planning Department

SUBMITTAL DATE:
April 3, 2014

SUBJECT: Professional Services Agreement Amendment No. 1 between the County of Riverside and Atkins North America, Inc. For FY 2013/2014 to 2014/2015. All Districts/All Districts. [\$75,000] 100% Net County Cost.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Amendment No. 1 to amend the scope of work and payment schedule and to increase the contract from \$25,000 to \$35,000 for Fiscal Year 2013/2014 and for \$40,000 for Fiscal Year 2014/2015, and authorize the Purchasing Agent to sign the amendment on behalf of the County.

BACKGROUND:

Summary

In 2011, the County contracted with Atkins to perform specific technical services including modeling and impact analysis germane to the preparation of the draft General Plan Amendment No. 960 (GPA No. 960) and the associated draft Environmental Impact Report No. 521 (EIR No. 521).

Juan C. Perez
Director of Transportation and Land Management /Interim Planning Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 10,000	\$ 40,000	\$ 75,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 10,000	\$ 40,000	\$ 75,000	\$ 0	

SOURCE OF FUNDS: Net County Cost - included in Planning Budget for FY13/14 and Budget Request for FY14/15
Budget Adjustment: N/A
For Fiscal Year: 13/14-14/15

C.E.O. RECOMMENDATION:

APPROVE

BY:
Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor 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: May 6, 2014
xc: Planning, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.:

District: All/All

Agenda Number:

3 - 25

FORM APPROVED COUNTY COUNTY 4/8/14
BY:
Departmental Concurrence

Purchasing:
Mark Seiler, Assistant Director

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

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Professional Services Agreement Amendment No. 1 between the County of Riverside
and Atkins North America, Inc. For FY 2013/2014 to 2014/2015. All Districts/All Districts. [\$75,000]
100% Net County Cost.**

DATE: April 3, 2014

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

To that end, Atkins prepared the technical components of GPA No. 960's revised Air Quality Element and the air quality and greenhouse gasses (GHG) sections of EIR No. 521, and the County's Draft Climate Action Plan (CAP) pursuant to AB32.

GPA No. 960 and draft EIR No. 521 are expected to be released for public review by May 2014. Atkins will assist County staff as a technical advisor during meetings and hearings as the General Plan proceeds through the public review process. In addition, Atkins will provide responses to comments on the Draft EIR No. 521.

It is highly beneficial that the County retain Atkins for this work since the firm prepared the original air quality model and technical documentation for both GPA No. 960 and EIR No. 521. By working with Atkins, the County ensures continuity of the work product and eliminates the time and cost incurred should a new consultant be introduced to the GPA, EIR and CAP at such a late date. Additionally, Atkins has prepared 41 CAPs, 35 of which were for jurisdictions within California. Their expertise in this field is well regarded throughout the State.

Staff is requesting that the Board approve Amendment No. 1 to amend the professional services agreement between County of Riverside for the benefit of the Transportation and Land Management Agency and Atkins North America, Inc. for an amount not to exceed \$35,000 for FY 2013/14 and \$40,000 for FY 2014/15, in the aggregate amount of \$75,000. Staff is also requesting to amend the current scope of service and payment schedule of the existing agreement.

Impact on Residents and Businesses

The Green House Gas analysis is a requirement of the State pursuant to SB 375 and AB32. The Climate Action Plan and GHG analysis allows the County to meet the vision and policies of its general plan in order to enhance quality of life and economic activity in the unincorporated areas of the County. Securing the services of Atkins to finalize the CAP and respond to issues pertaining to the AQ and GHG sections of EIR No. 521 will enhance the technical adequacy and integrity of the General Plan documents, which serve as a blueprint for the County's future growth.

SUPPLEMENTAL:

Additional Fiscal Information

The agreement has been anticipated as part of the Planning Department's approved budget for fiscal year 2013/2014 and does not require a budget adjustment.

Contract History and Price Reasonableness

The County has contracted with Atkins since early 2011. The current contract TLARC-92534-003-06/14 is at a cost not to exceed \$25,000 (Sole Source #13-400). The amount has been expended for technical work related to the CAP, GPA960 Air Quality Element and the GHG and Air Quality Sections of the EIR521. It is anticipated that public review of the EIR will commence in May of 2014 and public hearings will be held in early 2015. Atkins will assist County staff with the responses to technical comments on EIR521, participate in public hearings and provide technical representation at County sponsored meetings. Atkins' technical knowledge of this effort is significant and critical to the completion of the aforementioned work. The County would incur significant costs and time delay, should it engage a new technical consultant at this stage of the project. Further, Atkins has agreed to retain their 2011 hourly rates.

Attachments:

Amendment No. 1 to the Agreement with Atkins

Exhibit A Scope of Service

Exhibit B Payment Provisions

**COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE AGREEMENT
WITH
ATKINS NORTH AMERICA, INC.
TLARC-92534-003-06/14**

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.

CONTRACTOR: Atkins North America, Inc.
Contract Term: 4/8/2013 through 6/30/2015
Effective Date of Amendment: April 1, 2014
Annual Maximum Contract Amount: \$ 40,000

The Agreement between County of Riverside, herein referred to as COUNTY and Atkins North America, Inc., herein referred to as CONTRACTOR, is amended as follows:

1. On page 3 of the Agreement, amend 2.1 the "Period of Performance":
To amend all reference to the Period of Performance from expiration of June 30, 2014 to a Period of Performance of July 1, 2014 through June 30, 2015.
2. On page 3 of the Agreement, amend 3 "Compensation" paragraph 3.1 by adding the following sentence:
The COUNTY shall pay CONTRACTOR for services performed through June 30, 2014 an amount not to exceed \$35,000 and July 1, 2014 through June 30, 2015 an amount not to exceed \$40,000.
3. On page 17 of the Agreement, amend Exhibit A consisting of two (s) pages (pages 17 and 18) by replacing with the attached Exhibit A, consisting of three (s) pages, incorporated by this reference, which modifies the title of Task 4, and adds Tasks 5 through 8.
4. On page 19 of the Agreement, amend "Exhibit B Payment Provisions" by replacing with the attached new Exhibit B consisting of one (1) page, incorporated by this reference, which modifies the cost of Task 4, and sets forth the added costs for Task 5 - \$10,685, Task 6 - \$9,020, Task 7 - \$4,920 and Task 8 - \$10,000.
5. All other terms and conditions of the Agreement are to remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment.

County
County of Riverside
Transportation and Land Management Agency
4080 Lemon Street, 14th Floor
Riverside, CA 92501

Contractor
Atkins North America, Inc.
650 E. Hospitality Lane, Ste 460
San Bernardino, CA 92408

Purchased By: 
Name: Mark Seiler, Assistant Director
Title:
Date: 5-13-14


By: 
Name: Carmen Kasner
Title: Sector Mgr., Vice President
Date: April 18, 2014

EXHIBIT A

SCOPE OF SERVICE

Subject: Proposed Budget Augment to Review Cumulative Impacts and Revisions to the Air Quality and Climate Change Sections to the General Plan Update Environmental Impact Report (EIR) and Air Quality Element.

Atkins is pleased to provide the County with additional services required due to 120-125 proposed individual General Plan Amendments (GPAs) and 15 adopted GPAs that have occurred since the original analysis of air quality and greenhouse gas (GHG) impacts.

To facilitate this work, the County Planning Department will provide Atkins with the latest version of the Air Quality Element and County Transportation Department's analysis of the cumulative impacts to traffic and circulation resulting from the proposed and adopted GPAs. Atkins will provide products from the following tasks listed below within three weeks of obtaining this information.

Additional Scope of Work and Budget Augment for Air Quality and GHG Analysis Services:

Task 1: Review of County Transportation Department's Cumulative Analysis

Atkins will Review the County Transportation Departments analysis of cumulative impacts to traffic and circulation resulting from the proposed and adopted GPAs for the purposes of evaluating cumulative air quality and GHG emissions impacts. This review will qualitatively evaluate the air quality and GHG emissions analysis currently in the internal draft of the County EIR No. 521 for potential revisions necessitated by the cumulative impacts associated with the proposed and adopted GPAs.

Atkins will quantitatively review air quality and GHG emissions associated with the GPAs at a screening level to evaluate numerical changes in the air quality and GHG analyses within the County EIR No. 521 and potential revisions to the Significance Findings in the County EIR No. 521.

Atkins will review the current version of the Air Quality Element and how the County Transportation Departments analysis of cumulative impacts to traffic and circulation resulting from the proposed and adopted GPAs may or may not affect the Goals, Policies, or content of the Air Quality Element.

Atkins assumes a kick off meeting between County Planning Department staff and Atkins staff will take place at the beginning of Task 1 to provide detailed direction of the review and provide updates, if necessary, concerning the Transportation Department's analysis and/or schedule. Atkins recommends that this task be based on a Time and Materials not to exceed \$3,567.00.

Task 2: Technical Summary Report

Atkins will write a technical summary report for the Planning Department summarizing the review and analysis conducted in Task 1. At minimum this technical summary report will include the following:

- Summary of the cumulative air quality and GHG emissions impacts associated with the proposed and adopted GPAs.

- Summary of the qualitative evaluation of the air quality and GHG emissions analysis currently in the internal draft of the County EIR No. 521 for potential revisions necessitated by the cumulative impacts associated with the proposed and adopted GPAs. This summary will include recommendations on changes and why the changes need to be made, or why changes to the EIR sections are not warranted.
- Summary of the quantitative review of air quality and GHG emissions associated with the GPAs at a screening level to evaluate numerical changes in the air quality and GHG analyses within the County EIR No. 521 and potential revisions to the Significance Findings in the County EIR No. 521. This summary will include recommendations on numerical changes in the air quality and GHG emissions analysis and why the changes need to be made, or why numerical changes to the EIR sections are not warranted.
- Summary of potential changes to the Air Quality Element, if required, that need to be made due to the cumulative impacts associated with the proposed and adopted GPAs. This summary will include recommendations on changes and why the changes need to be made, or why changes to the Air Quality Element are not warranted.

The technical summary report will be provided to the County Planning Department within two weeks of receiving the latest version of the Air Quality Element and County Transportation Department's analysis of the cumulative impacts to traffic and circulation resulting from the proposed and adopted GPAs.

Atkins assumes a meeting between County Planning Department staff and Atkins staff will take place in order to review the findings of the technical summary report and determine how to use it in the County EIR No. 521 cumulative impact analysis. Atkins recommends that this task be based on a Time and Materials not to exceed \$1,755.

Task 3: Modifications to EIR Analysis and/or Air Quality Element

Based upon the technical summary report findings and recommendations; and based upon the conclusions of the meeting outlined in Task 2, Atkins will provide draft changes to the draft Air Quality Element of the GPA No. 960 and/or the air quality and GHG sections of the EIR No. 521 and addenda to existing studies/work products. Prior to the review and evaluations outlined in Tasks 1 and 2, it is uncertain the extent of work that will be required in Task3. Completion of this task could be as minor as simple edits and numerical changes to tables in the EIR sections or as comprehensive as changes to Significance Findings and mitigation in the EIR sections and changes to the Air Quality Element. Because the work effort to complete Task 3 is unknown at this time, Atkins recommends that this task be based on a Time and Materials not to exceed \$18,653.

Task 4: Public Outreach

Atkins staff will participate in a Public Outreach effort sponsored by TLMA-Planning. It is anticipated that Atkins will attend as many as ten (10) meetings located throughout the County, provide an overview of the CAP and respond to any CAP/AQ questions that arise. Because the work effort to complete Task 4 is unknown at this time, it is recommended that this task be based on Time and Materials not to exceed \$16,400.

Task 5: Public Hearings

Atkins senior staff will attend the public meetings during the CEQA review and certification for EIR No. 521 and GPA No. 960 adoption consideration to support County Planning staff with technical information and answer questions. Atkins anticipates six (6) public meetings before the Planning Commission and Board of Supervisors and four (4) internal meetings with County staff would be needed during the public review process. Hours dedicated to Task 5 meetings shall not exceed fifty-five (55) hours and is on a Time and Materials basis not to exceed \$10,685.

Task 6: Meetings with Representatives of the Building Industry Association (BIA) and the Desert Valley Builders Association (DVBA)

Michael Hendrix, the Atkins Project Manager for this Project, will attend meetings at the County offices and assist County staff as a technical advisor to the County during meetings with the BIA. Atkins anticipates up to eight (8) meetings with BIA and DVBA would be needed during the public review process. Up to forty-four (44) hours for meetings and meeting preparation (\$9,020) will be devoted to Task 6 billed on a time and materials basis.

Task 7: Meetings with Representatives of the Attorney General's Office

Michael Hendrix will attend meetings at the County offices and assist County staff as a technical advisor to the County during meetings with the Attorney General's Office. Atkins anticipates up to four (4) meetings with representatives of the Attorney General's Office would be needed during the public review process. Up to thirty-two (32) hours for meetings and meeting preparation (\$4,920) will be devoted to Task 7 billed on a time and materials basis.

Task 8: Response to Comments on the Draft EIR No. 521

Atkins will review comment letters related to the air quality and GHG emissions analysis in the Draft EIR as well as comments related to the Climate Action Plan. Atkins will draft responses to the comments for review by County staff and legal counsel. Based upon a compiled set of edits/comments by County staff and legal counsel, Atkins will revise the draft response to comments. Up to four (4) sets of compiled edits/comments are anticipated in this process.

Up to fifty-eight (58) hours of Atkins staff time and approximately twelve (12) hours of meetings with County staff and legal counsel for a total of seventy (70) hours (\$10,000) will be devoted to Task 8 billed on a time and materials basis. Overly voluminous or detailed comments may require additional time and materials to complete.

EXHIBIT B

PAYMENT PROVISIONS

BILL RATES

<u>STAFF</u>	<u>HOURLY RATES</u>
Project Manager	\$205
Senior Air Quality Specialist	\$110
Administrative Assistance	\$89

COST

<u>TASK</u>	<u>HOURS</u>	<u>COST</u>
Task 1 Review of County Transportation Department's Cumulative Analysis		\$3,567
Task 2 Technical Summary Report		\$1,755
Task 3 Modifications to EIR Analysis and/or Air Quality Element		\$18,653
Task 4 Public Outreach		\$16,400
Task 5 Public Hearings	55	\$10,685
Task 6 Meetings with BIA and DVBA	44	\$9,020
Task 7 Meetings with Attorney General	32	\$4,920
Task 8 Responses to Comments	70	\$10,000

PROFESSIONAL SERVICE AGREEMENT

for

CUMULATIVE IMPACTS REVIEW AND REVISIONS FOR GPA 960 UPDATE

between

COUNTY OF RIVERSIDE

and

ATKINS NORTH AMERICA



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This Agreement, made and entered into this 8th day of April, 2013, by and between Adkins (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, TRANSPORTATION LAND MANAGEMENT AGENCY, PLANNING DEPARTMENT a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of two (2) pages at the prices stated in Exhibit B, Payment Provisions, consisting of one (1) page and the Agreement, consisting of nineteen (19) pages.

1.2 CONTRACTOR represents that it has the skills, experience and knowledge necessary to fully and adequately perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through June 30, 2014, with the option to renew for three years (3), renewable in one year increments by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed Twenty-Five Thousand Dollars (\$25,000.00) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products.

Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas GEOTECHNICAL CONSULTING SERVICES and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

PLANNING DEPARTMENT
4080 LEMON STREET 12TH FLOOR
RIVERSIDE CA, 92501

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number TLARC-92534-003-06/14; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any

reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1 COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress to endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. **Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY; and may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports or products without prior written authorization of the COUNTY.

7. **Conduct of Contractor**

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

9. Independent Contractor

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside

County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The

CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

PLANNING
4080 LEMON STREET 12TH FLOOR
RIVERSIDE, CA 92501

CONTRACTOR

ATKINS NORTH AMERICA
650 EAST HOSPITALITY LANE, STE 450
SAN BERNARDINO, CA 92408

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements

for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.3 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

21.4 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

21.5 CONTRACTOR's indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to COUNTY pursuant to this Agreement. In the event of any such action or claim, CONTRACTOR shall provide immediate notice to COUNTY of the action or claim. CONTRACTOR may defend or settle the action or claim as CONTRACTOR deems appropriate; however, CONTRACTOR shall be required to obtain for COUNTY the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR 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.

22.2 Workers' Compensation: If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR 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.

22.3 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 CONTRACTOR'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.

22.4 Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR 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.

22.5 General Insurance Provisions - All lines:

1) 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.

2) The CONTRACTOR 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, CONTRACTOR'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.

3) CONTRACTOR shall cause CONTRACTOR'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. *CONTRACTOR 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.*

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'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.

5) 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 CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR 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.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

COUNTY:

PLANNING
4080 LEMON STREET, 12TH FLOOR
RIVERSIDE, CA 92501

CONTRACTOR:

ATKINS NORTH AMERICA
650 EAST HOSPITALITY LANE, STE. 450
SAN BERNARDINO, CA 92408

Signature: Charlene McNair

Print Name: CHARLENE MCNAIR

Title: BUYER II

Dated: 4/24/13

Signature: Michael Hendrix

Print Name: MICHAEL HENDRIX

Title: PROJECT DIRECTOR, ATKINS

Dated: 4/10/13

Signature: Gary Yagade

Print Name: GARY YAGADE

Title: VP PRACTICE MANAGER, ATKINS

Dated: 4/15/13

EXHIBIT A

SCOPE OF SERVICE

Subject: Proposed Budget Augment to Review Cumulative Impacts and Revisions to the Air Quality and Climate Change Sections to the General Plan Update Environmental Impact Report (EIR) and Air Quality Element.

Atkins is pleased to provide the County with additional services required due to 120-125 proposed individual General Plan Amendments (GPAs) and 15 adopted GPAs that have occurred since the original analysis of air quality and greenhouse gas (GHG) impacts.

To facilitate this work, the County Planning Department will provide Atkins with the latest version of the Air Quality Element and County Transportation Department's analysis of the cumulative impacts to traffic and circulation resulting from the proposed and adopted GPAs. Atkins will provide products from the following tasks listed below within three weeks of obtaining this information.

Additional Scope of Work and Budget Augment for Air Quality and GHG Analysis Services:

Task 1: Review of County Transportation Department's Cumulative Analysis

Atkins will Review the County Transportation Departments analysis of cumulative impacts to traffic and circulation resulting from the proposed and adopted GPAs for the purposes of evaluating cumulative air quality and GHG emissions impacts. This review will qualitatively evaluate the air quality and GHG emissions analysis currently in the internal draft of the County EIR No. 521 for potential revisions necessitated by the cumulative impacts associated with the proposed and adopted GPAs.

Atkins will quantitatively review air quality and GHG emissions associated with the GPAs at a screening level to evaluate numerical changes in the air quality and GHG analyses within the County EIR No. 521 and potential revisions to the Significance Findings in the County EIR No. 521.

Atkins will review the current version of the Air Quality Element and how the County Transportation Departments analysis of cumulative impacts to traffic and circulation resulting from the proposed and adopted GPAs may or may not affect the Goals, Policies, or content of the Air Quality Element.

Atkins assumes a kick off meeting between County Planning Department staff and Atkins staff will take place at the beginning of Task 1 to provide detailed direction of the review and provide updates, if necessary, concerning the Transportation Department's analysis and/or schedule. Atkins recommends that this task be based on a Time and Materials not to exceed \$820.00.

Task 2: Technical Summary Report

Atkins will write a technical summary report for the Planning Department summarizing the review and analysis conducted in Task 1. At minimum this technical summary report will include the following:

- Summary of the cumulative air quality and GHG emissions impacts associated with the proposed and adopted GPAs.

- Summary of the qualitative evaluation of the air quality and GHG emissions analysis currently in the internal draft of the County EIR No. 521 for potential revisions necessitated by the cumulative impacts associated with the proposed and adopted GPAs. This summary will include recommendations on changes and why the changes need to be made, or why changes to the EIR sections are not warranted.
- Summary of the quantitative review of air quality and GHG emissions associated with the GPAs at a screening level to evaluate numerical changes in the air quality and GHG analyses within the County EIR No. 521 and potential revisions to the Significance Findings in the County EIR No. 521. This summary will include recommendations on numerical changes in the air quality and GHG emissions analysis and why the changes need to be made, or why numerical changes to the EIR sections are not warranted.
- Summary of potential changes to the Air Quality Element, if required, that need to be made due to the cumulative impacts associated with the proposed and adopted GPAs. This summary will include recommendations on changes and why the changes need to be made, or why changes to the Air Quality Element are not warranted.

The technical summary report will be provided to the County Planning Department within two weeks of receiving the latest version of the Air Quality Element and County Transportation Department's analysis of the cumulative impacts to traffic and circulation resulting from the proposed and adopted GPAs.

Atkins assumes a meeting between County Planning Department staff and Atkins staff will take place in order to review the findings of the technical summary report and determine how to use it in the County EIR No. 521 cumulative impact analysis. Atkins recommends that this task be based on a Time and Materials not to exceed \$1,275.00.

Task 3: Modifications to EIR Analysis and/or Air Quality Element

Based upon the technical summary report findings and recommendations; and based upon the conclusions of the meeting outlined in Task 2, Atkins will provide draft changes to the draft Air Quality Element of the GPA No. 960 and/or the air quality and GHG sections of the EIR No. 521 and addenda to existing studies/work products. Prior to the review and evaluations outlined in Tasks 1 and 2, it is uncertain the extent of work that will be required in Task3. Completion of this task could be as minor as simple edits and numerical changes to tables in the EIR sections or as comprehensive as changes to Significance Findings and mitigation in the EIR sections and changes to the Air Quality Element. Because the work effort to complete Task 3 is unknown at this time, Atkins recommends that this task be based on a Time and Materials not to exceed \$13,250.

Task 4: Public Meetings

Atkins senior staff will attend the public meetings during the CEQA review and certification for EIR No. 521 and GPA No. 960 adoption consideration to support County Planning staff with technical information and answer questions. Atkins anticipates four (4) public meetings before the Planning Commission and Board of Supervisors and two (2) internal meetings with County staff would be needed during the public review process. Hours dedicated to Task 4 meetings shall not exceed thirty (30) hours and is on a Time and Materials basis not to exceed \$6,210.

EXHIBIT B
PAYMENT PROVISIONS

BILLING RATES

<u>STAFF</u>	<u>HOURLY RATES</u>
Project Manager	\$205
Senior Air Quality Specialist	\$110
Administrative Assistance	\$89

COST

<u>TASK</u>	<u>HOURS</u>	<u>COST</u>
Task 1 Review of County Transportation Department's Cumulative Analysis	34	\$3,568
Task 2 Technical Summary Report	16	\$1,972
Task 3 Modifications to EIR Analysis	122	\$13,250
Task 4 Public Meetings	30	\$6,210

Date: March 29, 2013

From: Princess Hester, Administrative Services Officer

Department/Agency: TLMA - Planning

To: Board of Supervisors/Purchasing Agent

Via: Purchasing Agent

Subject: Sole Source Procurement - Request for General Plan No. 960 Support Services

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

1. Supply/Service being requested - Proposed Budget Augment to Review Cumulative Impacts and Revisions to the Air Quality and Climate Change Sections to the General Plan Update Environmental Impact Report (EIR) and Air Quality Element:

- a. Atkins North America, Inc. will Review the County Transportation Departments analysis of cumulative impacts to traffic and circulation resulting from the proposed and adopted GPAs for the purposes of evaluating cumulative air quality and GHG emissions impacts. This review will qualitatively evaluate the air quality and GHG emissions analysis currently in the internal draft of the County EIR No. 521 for potential revisions necessitated by the cumulative impacts associated with the proposed and adopted GPAs.
- b. Atkins North America, Inc. will quantitatively review air quality and GHG emissions associated with the GPAs at a screening level to evaluate numerical changes in the air quality and GHG analyses within the County EIR No. 521 and potential revisions to the Significance Findings in the County EIR No. 521.
- c. Atkins North America, Inc. will review the current version of the Air Quality Element and how the County Transportation Departments analysis of cumulative impacts to traffic and circulation resulting from the proposed and adopted GPAs may or may not affect the Goals, Policies, or content of the Air Quality Element.

2. Supplier being requested:

- a. Atkins North America, Inc. – A leading consultant firm that specializes in Air Quality (A.Q) and Greenhouse Gas (GHG) Emission analysis. Atkins North America, Inc. contracted with the County of Riverside for technical assistance and production of the County's first Climate Action Plan (CAP) and not only retains extensive technical knowledge of A.Q. and GHG Emissions as these apply to both community development and municipal (e.g. City and County) operations, but also has extensive knowledge of Riverside County traffic, land use, and demographic patterns that has a direct relationship to Global Climate change data for our County.
- b. Atkins North America, Inc. recently assisted the County of San Bernardino in bringing their General Plan into compliance with the California Attorney General requirements brought under litigation against the County. Atkins North America, Inc. retains key experts in the field of Global Climate Emissions, Air Quality, and Transportation, all fields that are required for the cumulative impact analysis under General Plan Amendment (GPA) No. 960. Given the pending deadline, provided by the Board of

