

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRAMOS DATE: 5/6/15

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

914 A



FROM: TLMA – Transportation Department

SUBMITTAL DATE:
 April 2, 2015

SUBJECT: Approval of an Engineering Services Agreement with RBF Consulting to Perform Existing and Planned Utility Mapping and Planning Services for the Salton Sea Renewable Energy Study Region Planning Project. 4th District; [\$150,000 total]; State Funds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Engineering Services Agreement with RBF Consulting to perform preliminary engineering in the amount of \$96,880 for the Salton Sea Renewable Energy Study Region Planning Project in the Eastern Coachella Valley area; and
2. Authorize the Chairman of the Board to execute the Engineering Services Agreement on behalf of the County of Riverside; and
3. Authorize the Director of Transportation and Land Management, or his designee, to approve optional contingency-based extensions to the agreement, if deemed necessary, up to an amount not to exceed \$53,120 in grant funds.

Departmental Concurrence

Patricia Romo

Patricia Romo
 Assistant Director of Transportation

Juan C. Perez

Juan C. Perez
 Director of Transportation and Land Management

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost: | POLICY/CONSENT (Per Exec. Office) |
|-----------------|----------------------|-------------------|-------------|---------------|---|
| COST | \$ 50,000 | \$ 100,000 | \$ 150,000 | \$ 0 | Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/> |
| NET COUNTY COST | \$ 0 | \$ 0 | \$ 0 | \$ 0 | |

SOURCE OF FUNDS: California Energy Commission Grant REN-13-002 (100%). There are no General Funds used in this project. **Budget Adjustment:** No
For Fiscal Year: 14/15-15/16

C.E.O. RECOMMENDATION:

APPROVE

BY: *Tina Grande*
 Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Washington, Benoit, and Ashley
 Nays: None
 Absent: Tavaglione
 Date: May 19, 2015
 xc: Transp.

Kecia Harper-Ihem
 Clerk of the Board
 By: *Kecia Harper-Ihem*
 Deputy

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

Prev. Agn. Ref.: 03/11/2014, Item 3-27 | District: 4 | Agenda Number:

3-29

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

FORM 11: Approval of the Engineering Services Agreement with RBF Consulting to Perform Existing and Planned Utility Mapping and Planning Services for the Salton Sea Renewable Energy Study Region Planning Project. 4th District; [\$150,000]; State Funds 100%

DATE: April 2, 2015

PAGE: 2 of 3

BACKGROUND:

Summary

The Riverside County (County) Board of Supervisors (Board) approved County Resolution Number 2014-064 approving the County application to the California Energy Commission (CEC) for grant funding under PON-13-504 – Renewable Energy and Conservation Planning Grant on March 11, 2014 (Agenda Item 3-27).

The County successfully obtained a grant in the amount of \$699,996.00 from the CEC pursuant to grant agreement REN-13-002, which commenced on July 21, 2014. Grant funding expires June 30, 2016. The goal of the grant agreement is to perform resource and constraints mapping, propose General Plan revisions and perform environmental review that will aid eligible renewable energy resource development opportunities available within the County. The engineering and mapping work will identify areas with potential eligible renewable energy resources and sufficient infrastructure to facilitate their development.

Accordingly the Transportation Department intends to develop data and maps identifying critical opportunities and constraints within the Salton Sea Study Region and assemble Geographical Information System (GIS) data identifying existing and planned infrastructure related to potential eligible renewable energy resources. Such infrastructure may include, but not be limited to, roads, power lines and electric substations, as well as water and sewer lines, drainage facilities and treatment plants.

A Request for Qualifications (RFQ) for preliminary engineering services for the Salton Sea Renewable Energy Study Region Planning Project was published on the Transportation Department's website and the Press Enterprise newspaper. Three firms submitted Statements of Qualifications (SOQ), which were carefully reviewed and evaluated by representatives of the County Transportation and Planning departments. All three firms were selected for interviews. Based on final scored results, RBF Consulting was selected as the most qualified firm to perform the preliminary mapping services for the project.

The County negotiated the scope of work and staff billing rates with RBF Consulting for a total contract fee of \$96,880. As the grant allocates a total of \$150,000 for the subcontracted work effort, a total of up to \$53,120 contingency is also requested to permit the County to evaluate and authorize contingency change orders, should any be deemed necessary. The Subcontractor shall submit a written request to the County for any costs not covered by the executed Engineering Services Agreement. The Subcontractor understands and agrees that costs shall not be incurred against the contingency without prior written authorization from the County.

Impact on Residents and Businesses

This work will allow the County to better plan and coordinate the provision of infrastructure and future development, particularly renewable energy resources, within the Salton Sea region. No specific development or construction work is proposed under the work effort to be subcontracted. It will assist efforts to revitalize the Salton Sea by providing a mapping database that the private and public sector can use, showing infrastructure opportunities and constraints.

SUPPLEMENTAL:

Additional Fiscal Information

Engineering services up to the amount of \$96,880, plus a contingency of up to \$53,120, if deemed necessary, will be funded through California Energy Commission Grant Agreement REN-13-002. This grant commenced on July 21, 2014, and expires June 30, 2016. It allocates up to \$150,000 for the work to be performed by the subcontractor selected by the County. Subcontractor work will begin in FY 2014/2015 and end in FY 2015/2016. There are no General Funds used in this project.

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approval of the Engineering Services Agreement with RBF Consulting to Perform Existing and Planned Utility Mapping and Planning Services for the Salton Sea Renewable Energy Study Region Planning Project. 4th District; [\$150,000]; State Funds 100%

DATE: April 2, 2015

PAGE: 3 of 3

Contract History and Price Reasonableness

Three firms submitted Statements of Qualifications (SOQ), which were carefully reviewed and evaluated by representatives of the County Transportation and Planning departments. All three firms were selected for interviews. Based on final scored results, RBF Consulting was selected as the most qualified firm to perform the preliminary mapping services for the project.

The County negotiated the scope of work and staff billing rates extensively with RBF Consulting to arrive at the resulting contract fee. It is within the amount allotted for the task pursuant to the Grant Agreement (REN-13-002) executed with the California Energy Commission.

Contract No. 15-04-001
Riverside County Transportation

ENGINEERING SERVICES AGREEMENT

For

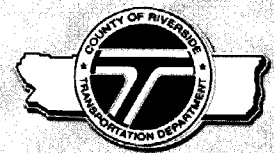
**Existing and Planned Utility Mapping and
Infrastructure Planning Services**

Between

County of Riverside, Transportation Department

And

RBF Consulting



MAY 19 2015 3-29

Table of Contents

| | |
|---|-----------|
| ARTICLE I • DESIGNATED CONTACTS | 1 |
| ARTICLE II • PROJECT DEFINITION | 1 |
| ARTICLE III • COOPERATIVE AGENCIES | 1 |
| A. Lead Agency..... | 1 |
| B. Cooperative Agencies..... | 1 |
| C. County/Agencies Standards..... | 2 |
| ARTICLE IV • CONDITIONS | 2 |
| A. Notifications | 2 |
| B. Assignment | 2 |
| C. Subcontracts..... | 2 |
| D. Modifications..... | 2 |
| E. County Directives..... | 3 |
| F. Liability | 3 |
| G. Indemnification and Defense..... | 4 |
| H. Quality Control..... | 5 |
| I. Value Engineering..... | 6 |
| J. Extra Work..... | 6 |
| K. Disputes..... | 6 |
| L. Termination Without Cause..... | 7 |
| M. Termination for Lack of Performance..... | 7 |
| N. Insurance..... | 8 |
| O. Conflict of Interest | 10 |
| P. Legal Compliance..... | 11 |
| Q. Nondiscrimination..... | 11 |
| R. Labor Code and Prevailing Wages..... | 12 |
| S. Review and Inspection..... | 13 |
| T. Record Retention / Audits..... | 13 |
| U. Rebates, Kickbacks, or Other Unlawful Consideration | 14 |
| V. Prohibition of Expending Local Agency, State, or Federal Funds for Lobbying..... | 14 |
| W. Ownership of Data | 15 |
| X. Confidentiality of Data..... | 15 |
| Y. Funding Requirements | 16 |
| ARTICLE V • PERFORMANCE | 16 |
| A. Performance Period..... | 16 |
| B. Time Extensions | 17 |
| C. Reporting Progress..... | 17 |
| D. Evaluation of ENGINEER..... | 18 |
| ARTICLE VI • COMPENSATION | 18 |
| A. Work Authorization | 18 |
| B. Basis of Compensation..... | 18 |
| C. Progress Payments | 19 |
| ARTICLE VII • GIS INFORMATION | 20 |
| ARTICLE VIII • APPROVALS | 22 |
| APPENDICES | |
| APPENDIX A: Scope of Services | A1 |
| APPENDIX B: Schedule of Services | B1 |
| APPENDIX C: Budget | C1 |



ENGINEERING SERVICES AGREEMENT

COUNTY OF RIVERSIDE, hereinafter referred to as "COUNTY," and RBF CONSULTING, hereinafter referred to as "ENGINEER," located at the following addresses,

| | |
|--|-----------------------|
| 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:

Steve Bein, PE, GISP

The COUNTY PROJECT MANAGER for COUNTY shall be:

Cindy A. Thielman-Braun

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."

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."

California Energy Commission



1 **C. County / Agencies Standards**

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

5 **ARTICLE IV • CONDITIONS**

6 **A. Notifications**

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

11 **B. Assignment**

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

13 **C. Subcontracts**

- 14 1. ENGINEER shall perform the services contemplated with resources available within its own organization.
15 No portion of the services pertinent to this contract shall be subcontracted without written authorization by
16 the COUNTY PROJECT MANAGER, except that which is expressly identified in this contract.
- 17 2. In the event ENGINEER subcontracts any portion of ENGINEER's duties under this contract, ENGINEER
18 shall require its subcontractors to comply with the terms of this contract in the same manner as required
19 of ENGINEER including, but not limited to; indemnification of the COUNTY, requiring the same insurance
20 of Subcontractors as required of ENGINEER, and having Subcontractor's insurance name the COUNTY
21 as Additional Insured for each type of insurance where this Agreement requires ENGINEER's insurance
22 to name COUNTY as Additional Insured.

23 **D. Modifications**

- 24 1. This contract may be amended or modified only by mutual written agreement of the parties. No alteration
25 or variation of the terms of this contract will be valid unless made in writing and signed by the parties
26 hereto and no oral understanding or agreement not incorporated herein, will be binding on any of the
27 parties hereto.



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

11 **E. County Directives**

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

13 **F. Liability**

- 14 1. ENGINEER has total responsibility for the accuracy and completeness of all data, reports, plans,
15 specifications and estimates prepared for this PROJECT and shall check all such material accordingly.
16 COUNTY will review all work product deliverables. The responsibility for accuracy and completeness of
17 such items remains solely that of ENGINEER. Neither COUNTY's review nor approval shall give rise to
18 any liability or responsibility on the part of COUNTY, or waive any of COUNTY's rights, or relieve
19 ENGINEER of his/her professional responsibilities or obligations under this contract.
- 20 2. The plans, designs, estimates, calculations, reports and other documents furnished in accordance with
21 the Scope of Services shall meet the criteria for acceptance and be a product of neat appearance, well
22 organized, technically and grammatically correct, checked and with the preparer and checker identified.
23 The minimum standard of appearance, organization and contents shall be of similar types produced by
24 COUNTY and AGENCIES. If any work product submitted is not complete and ready for use by COUNTY,
25 it shall be marked "Draft" or similar designation to indicate it is not ready for use by COUNTY. COUNTY
26 expects that all work product not so designated is ready for and can be used on PROJECT.
- 27 3. The page identifying preparers of engineering reports, the title sheet for specifications and each sheet of
28 plans, shall bear the professional seal, certificate number, registration classification, expiration date of the
29



1 certificate, and signature of the professional engineer(s) responsible for their preparation.

- 2 4. COUNTY and ENGINEER agree that plans, drawings or other work products prepared by ENGINEER are
3 for the exclusive use of COUNTY and will be used by COUNTY for the PROJECT for which they were
4 specifically designed. ENGINEER shall not be responsible for use of such plans, drawings or other work
5 products if used on a different project without the written authorization or approval by ENGINEER.
- 6 5. ENGINEER acknowledges that the plans, drawings and/or other work products may be used by COUNTY
7 for the PROJECT regardless of any disputes that may develop between ENGINEER and COUNTY. All
8 plans, drawings, or other work product shall be deemed the sole and exclusive property of COUNTY and
9 ownership thereof is irrevocably vested in COUNTY whether the PROJECT is executed or not.
- 10 6. ENGINEER, and the agents and employees of ENGINEER, in the performance of this contract, shall act
11 in an independent capacity and not as officers, employees or agents of COUNTY.

12 **G. Indemnification and Defense**

- 13 1. To the fullest extent permitted by law, the ENGINEER shall (1) immediately defend and (2) indemnify the
14 COUNTY, and it's Supervisors, officers, and employees from and against all liabilities regardless of
15 nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct
16 of the engineer, or its employees, agents, or subcontractors. Liabilities subject to the duties to defend
17 and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments;
18 associated investigation and administrative expenses; defense costs, including but not limited to
19 reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The ENGINEER'S
20 obligation to indemnify applies unless it is fully adjudicated that the liability was caused by the sole active
21 negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is
22 caused by the comparative active negligence or willful misconduct of an indemnified party, then
23 ENGINEER'S indemnification obligation shall be reduced in proportion to the established comparative
24 liability.
- 25 2. The duty to defend is a separate and distinct obligation from ENGINEER'S duty to indemnify. ENGINEER
26 shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel
27 approved by the COUNTY, the COUNTY and its Supervisors, officers, and employees, immediately upon
28 tender to ENGINEER of the claim in any form or at any stage of an action or proceeding, whether or not



1 liability is established. An allegation or determination that persons other than ENGINEER are responsible
2 for the claim does not relieve ENGINEER from its separate and distinct obligation to defend under this
3 section. The obligation to defend extends through final judgment, including exhaustion of any appeals.
4 The defense obligation includes an obligation to provide independent defense counsel if ENGINEER
5 asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified
6 party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful
7 misconduct of an indemnified party, ENGINEER may submit a claim to the COUNTY for reimbursement
8 of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of
9 the indemnified party.

10 3. The review, acceptance or approval of the ENGINEER'S work or work product by any indemnified party
11 shall not affect, relieve or reduce the ENGINEER'S indemnification or defense obligations. This section
12 survives completion of the services or the termination of this contract. The provisions of this Section are
13 not limited by and do not affect the provisions of this contract relating to insurance.

14 4. In the event there is conflict between the indemnity and defense provisions and California Civil Code
15 Sections 2782 and 2782.8, the indemnity and defense provisions shall be interpreted to comply with Civil
16 Code sections 2782 and 2782.8.

17 **H. Quality Control**

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



1 **I. Value Engineering**

- 2 1. Elements of PROJECT may be considered for Value Engineering Studies. To this end, the COUNTY
3 PROJECT MANAGER may direct the ENGINEER to examine the various elements of a design segment
4 and submit an informal written statement or memorandum addressing those elements where it appears
5 significant savings and other advantages can be realized. The statement shall be sufficiently informative
6 to enable COUNTY to determine whether to direct a detailed Value Engineering Study or possibly direct
7 immediate design changes where the value of the change is apparent without the need of detailed study
8 and analysis.
- 9 2. ENGINEER or its subcontractors shall not incorporate in the design materials or equipment of single or
10 sole source origin without written approval of COUNTY. Proprietary names of material or equipment shall
11 not be used in the plans and specifications.

12 **J. Extra Work**

- 13 1. ENGINEER shall not perform Extra Work until receiving written authorization from the COUNTY
14 PROJECT MANAGER.
- 15 2. In the event that COUNTY directs ENGINEER to provide services constituting Extra Work, COUNTY shall
16 provide extra compensation to the ENGINEER. Allowable compensation for approved extra work will be
17 based on the provisions of APPENDIX C, Budget, which is attached hereto and incorporated herein by
18 reference.
- 19 3. An amendment to this contract providing for such compensation for Extra Work shall be issued by
20 COUNTY to ENGINEER. Such Amendment shall not be effective until executed by both parties.

21 **K. Disputes**

- 22 1. In the event ENGINEER considers any work demanded of him to be outside the requirements of the
23 contract, or if he considers any order, instruction, or decision of COUNTY to be unfair, he shall promptly
24 upon receipt of such order, instruction or decision, ask for a written confirmation of the same whereupon
25 he shall proceed without delay to perform the work or to conform to the order, instruction, or decision; but
26 unless ENGINEER finds such order, instruction, or decision satisfactory, he shall within 20 days after
27 receipt of same, file a written protest with COUNTY stating clearly and in detail his objections and reasons
28 therefore. Except for such protests or objections as are made of record in the manner specified and
29



1 within the time stated herein, and except for such instances where the basis of a protest could not
2 reasonably have been foreseen by ENGINEER within the time limit specified for protest, ENGINEER
3 hereby waives all grounds for protests or objections to the orders, instruction, or decisions of COUNTY
4 and hereby agrees that, as to all matters not included in such protests, the orders, instructions and
5 decisions of COUNTY will be limited to matters properly falling within COUNTY's authority.

- 6 2. Any controversy or claim arising out of or relating to this contract which cannot be resolved by mutual
7 agreement may be settled by arbitration in accordance with the rules of the American Arbitration
8 Association, provided that the parties mutually agree to submit to arbitration.
- 9 3. Neither the pendency of a dispute nor its consideration by arbitration will excuse ENGINEER from full and
10 timely performance in accordance with the terms of the contract.

11 **L. Termination Without Cause**

- 12 1. COUNTY reserves the right to terminate this contract at COUNTY's discretion and without cause, upon
13 thirty (30) calendar days written notice to ENGINEER.
- 14 2. In the event of termination of the Agreement, upon demand, ENGINEER shall deliver to COUNTY all field
15 notes, surveys, studies, reports, plans, drawings, specifications, and all other materials and documents
16 prepared by or provided to ENGINEER in the performance of this contract. All such documents and
17 materials shall be property of COUNTY.
- 18 3. In the event that this contract is terminated, ENGINEER is entitled to full payment for all services
19 performed up to the time written notice of contract cancellation is received by ENGINEER. Payment shall
20 be made for services performed to date based upon the percentage ratio that the basic services
21 performed bear to the services contracted for, less payments made to date; plus any amount for
22 authorized, but unpaid, extra work performed and costs incurred.

23 **M. Termination for Lack of Performance**

24 COUNTY may terminate this contract and be relieved of the payment of any consideration to ENGINEER
25 should ENGINEER fail to perform the covenants herein contained at the time and in the manner herein
26 provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed
27 proper by COUNTY. In such event, ENGINEER shall be paid only for work rendered in accordance with the
28 terms and conditions of this agreement prior to the effective date of termination.

1 **N. Insurance**

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

8 1. Workers' Compensation:

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

14 2. Commercial General Liability:

15 Commercial General Liability insurance coverage, including but not limited to, premises liability,
16 unmodified contractual liability, products and completed operations liability, personal and advertising
17 injury, and cross liability coverage, covering claims which may arise from or out of ENGINEER's
18 performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's
19 limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance
20 contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2)
21 times the occurrence limit.

22 3. Vehicle Liability:

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

1 4. Professional Liability:

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

11 5. General Insurance Provisions - All Lines:

- 12 a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of
13 California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are
14 waived, in writing, by the County Risk Manager. If the County Risk Manager waives a requirement for
15 a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 16 b. The ENGINEER must declare the insurance self-insured retention for each coverage required herein.
17 If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have
18 the prior written consent of the County Risk Manager before the commencement of operations under
19 this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the
20 election of the County Risk Manager, ENGINEER's carriers shall either; 1) reduce or eliminate such
21 self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which
22 guarantees payment of losses and related investigations, claims administration, and defense costs
23 and expenses.
- 24 c. ENGINEER shall cause ENGINEER's insurance carrier(s) to furnish the County of Riverside with a
25 properly executed original Certificate(s) of Insurance and certified original copies of Endorsements
26 effecting coverage as required herein, showing such insurance is in full force and effect. Further, said
27 Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty
28 (30) days written notice shall be given to the County of Riverside prior to any material modification,
29

1 cancellation, expiration or reduction in coverage of such insurance. In the event of a material
2 modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forth-
3 with, unless the County of Riverside receives, prior to such effective date, another properly executed
4 original Certificate of Insurance and original copies of endorsements or certified original policies,
5 including all endorsements and attachments thereto evidencing coverages set forth herein and the
6 insurance required herein is in full force and effect. ENGINEER shall not commence operations until
7 the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of
8 endorsements and any and all other attachments as required in this Section. An individual authorized
9 by the insurance carrier to do so on carrier's behalf shall sign the original endorsements for each
10 policy and the Certificate of Insurance.

- 11 d. It is understood and agreed to by the parties hereto that the ENGINEER's insurance shall be
12 construed as primary insurance, and the COUNTY's insurance and/or deductibles and/or self-insured
13 retentions or self-insured programs shall not be construed as contributory.
- 14 e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope
15 of services; or, there is a material change in the equipment to be used in the performance of the
16 scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5)
17 years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of
18 liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the
19 amount or type of insurance carried by the ENGINEER has become inadequate.
- 20 f. ENGINEER shall pass down the insurance obligations contained herein to all tiers of subconsultants
21 working under this Agreement.
- 22 g. The insurance requirements contained in this Agreement may be met with a program(s) of self-
23 insurance acceptable to the COUNTY.
- 24 h. ENGINEER agrees to notify COUNTY of any claim by a third party or any incident or event that may
25 give rise to a claim arising from the performance of this Agreement.

26 **O. Conflict of Interest**

27 ENGINEER warrants, by execution of this contract, that no person or selling agency has been employed or
28 retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage,



1 brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling
2 agencies maintained by ENGINEER for the purpose of securing business. For breach or violation of this
3 warranty, COUNTY has the right to annul this contract without liability, pay only for the value of the work
4 actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover,
5 the full amount of such commission, percentage, brokerage, or contingent fee. ENGINEER may be
6 requested to complete a Conflict of Interest Statement prior to, during, or after execution of this contract.
7 ENGINEER understands that as a condition of this contract ENGINEER agrees to complete the Conflict of
8 Interest Statement when requested to do so by COUNTY.

9 **P. Legal Compliance**

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

14 **Q. Nondiscrimination**

- 15 1. During the performance of this contract, ENGINEER and its Subcontractors shall not act unlawfully
16 against any employee or applicant for employment because of race, religion, color, national origin,
17 ancestry, physical handicap, medical condition, marital status, age or sex. ENGINEER and Sub-
18 contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code,
19 Section 12900 et seq.) and applicable regulations promulgated thereunder (California Administrative
20 Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing
21 Commission implementing Government Code, Section 12900, set forth in Chapter 5 of Division 4 of Title
22 2 of the California Administrative Code are incorporated into this contract by reference and made a part
23 hereof as if set forth in full. ENGINEER and its Subcontractors shall give written notice of their obligations
24 under this clause to labor organizations with which they have a collective bargaining or other agreement.
- 25 2. ENGINEER will provide all information and reports required by the regulations, or orders and instructions
26 issued pursuant thereto, and will permit access to its books, records, accounts, other sources of
27 information, and its facilities as may be determined by COUNTY or AGENCIES to be pertinent to
28 ascertain compliance with such regulations, orders and instructions. Where any information required of
29

1 ENGINEER is in the exclusive possession of another who fails or refuses to furnish this information,
2 ENGINEER shall so certify to COUNTY and shall set forth what efforts ENGINEER has made to obtain
3 the information.

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

- 7 a. Withholding of payments to ENGINEER under the contract until ENGINEER complies;
- 8 b. Cancellation, termination, or suspension of the contract in whole or in part.

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

11 5. ENGINEER shall comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR
12 21 through Appendix H and 23 CFR 710.405(b) are applicable to this contract by reference.

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

14 1. Certain Classifications of Labor under this contract may be subject to prevailing wage requirements.

15 2. Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with
16 Section 1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here
17 set forth in full. The parties recognize that said Chapter 1 deals, among other things with discrimination,
18 penalties and forfeitures, their disposition and enforcement, wages, working hours, and securing workers'
19 compensation insurance and directly affect the method of prosecution of the work by ENGINEER and
20 subject it under certain conditions to penalties and forfeitures. Execution of the contract by the parties
21 constitutes their agreement to abide by said Chapter 1, their stipulation as to all matters which they are
22 required to stipulate as to by the provisions of said Chapter 1, constitutes ENGINEER's certification that
23 he is aware of the provisions of said Chapter 1 and will comply with them and further constitutes
24 ENGINEER's certification as follows: "I am aware of the provisions of Section 3700 of the California Labor
25 Code which require every employer to be insured against liability for worker's compensation or to
26 undertake self-insurance in accordance with the provisions of that Code, and I will comply with such
27 provisions before commencing the performance of the work of this contract."

28 3. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem
29



1 wages applicable to the work, and for holiday and overtime work, including employer payments for health
2 and welfare, pension, vacation, and similar purposes, in the county in which the work is to be done have
3 been determined by the Director of the California Department of Industrial Relations. These wages are
4 available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov>.

- 5 4. Should a portion of the PROJECT contain Federal funding, Federal minimum wages shall be used. The
6 Federal minimum wage rates for this PROJECT as determined by the United States Secretary of Labor
7 are available from the U.S Department of Labor, Employment Standards Administration, Wage and Hour
8 Division's Internet website at <http://www.access.gpo.gov/davisbacon>. If there is a difference between the
9 minimum wage rates determined by the Secretary of Labor and the general prevailing wage rates
10 determined by the Director of the California Department of Industrial Relations for similar classifications of
11 labor, the ENGINEER and subcontractors shall pay not less than the higher wage rate. The Department
12 will not accept lower State wage rates determinations. This includes "helper" (or other classifications
13 based on hours of experience) or any other classification not appearing in the Federal wage
14 determinations. Where Federal wage determinations do not contain the State wage rate determination
15 otherwise available for use by the ENGINEER and subcontractors, the ENGINEER and subcontractors
16 shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the
17 employees in question.

18 **S. Review and Inspection**

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

21 **T. Record Retention / Audits**

- 22 1. ENGINEER's and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are
23 subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR
24 Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review,
25 the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify
26 compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR
27 Audit Workpaper Review, it is ENGINEER's responsibility to ensure Federal, State, or local government
28 officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be



1 adjusted by ENGINEER and approved by COUNTY contract manager to conform to the audit or review
2 recommendations. ENGINEER agrees that individual terms of costs identified in the audit report shall be
3 incorporated into the contract by this reference if directed by COUNTY at its sole discretion. Refusal by
4 ENGINEER to incorporate audit or review recommendations, or to ensure that the Federal, State, or local
5 governments have access to CPA workpapers, will be considered a breach of contract terms and cause
6 for termination of the contract and disallowance of prior reimbursed costs.

7 2. ENGINEER, Subcontractors, and COUNTY shall maintain all books, documents, papers, accounting
8 records, and other evidence pertaining to the performance of the contract, but not limited to, the costs of
9 administering the contract. All parties shall make such materials available at their respective offices at all
10 reasonable times during the contract period and for ten years from the date of final payment under the
11 contract or five years from PROJECT closeout, whichever is later.

12 3. COUNTY, the California Energy Commission, the State Auditor General, or any duly authorized
13 representative of the Federal Government shall have access to any books, records, and documents of
14 ENGINEER that are pertinent to the contract for audits, examinations, excerpts, and transactions, and
15 copies thereof shall be furnished if requested.

16 **U. Rebates, Kickbacks, or Other Unlawful Consideration**

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

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

23 1. ENGINEER certifies to the best of his or her knowledge and belief that:

24 a. No State, Federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf
25 of ENGINEER to any person for influencing or attempting to influence an officer or employee of any
26 State or Federal agency; a Member of the State Legislature or United States Congress; an officer or
27 employee of the Legislature or Congress; or any employee of a Member of the Legislature or
28 Congress, in connection with the awarding of any State or Federal contract; the making of any State
29



1 or Federal grant; the making of any State or Federal loan; the entering into of any cooperative
2 agreement, and the extension, continuation, renewal, amendment, or modification of any State or
3 Federal contract, grant, loan, or cooperative agreement.

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

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

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

18 **W. Ownership of Data**

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

22 **X. Confidentiality of Data**

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

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



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

10 **Y. Funding Requirements**

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

19 **ARTICLE V • PERFORMANCE**

20 **A. Performance Period**

- 21 1. This contract shall begin upon notification to proceed by the COUNTY PROJECT MANAGER.
- 22 2. ENGINEER is advised that any recommendation for contract award is not binding on COUNTY until the
23 proposed contract is fully executed and approved by COUNTY.
- 24 3. ENGINEER shall perform PROJECT services in accordance with the provisions set forth in APPENDIX B,
25 Schedule of Services, which is attached hereto and incorporated herein by reference.
- 26 4. Where ENGINEER is required to prepare and submit studies, reports, plans, etc., to COUNTY, these
27 shall be submitted in draft as scheduled, and the opportunity provided for COUNTY to offer comments
28 prior to final submission.

1 5. When COUNTY determines that ENGINEER has satisfactorily completed the PROJECT services in
2 accordance with the terms and conditions of this agreement, COUNTY may give ENGINEER a written
3 Notice of Final Acceptance. ENGINEER shall not incur any further costs hereunder unless so specified in
4 the Notice of Final Acceptance. ENGINEER may request a Notice of Final Acceptance determination
5 when, in ENGINEER's opinion, ENGINEER has satisfactorily completed all covenants as stipulated in this
6 contract.

7 6. Time is of the essence in this contract.

8 **B. Time Extensions**

9 1. Any delay in providing PROJECT services required by this contract occasioned by causes beyond the
10 control and not due to the fault or negligence of ENGINEER, shall be the reason for granting an extension
11 of time for the completion of the aforesaid work. When such delay occurs, ENGINEER shall promptly
12 notify COUNTY in writing of the cause and of the extent of the delay whereupon COUNTY shall ascertain
13 the facts and the extent of the delay and grant an extension of time for the completion of the work when,
14 in COUNTY's reasonable judgment, their findings of fact justify such an extension of time.

15 2. COUNTY's findings of fact shall be final and conclusive to the parties hereto. However, this is not
16 intended to deny ENGINEER any civil legal remedies in the event of a dispute.

17 **C. Reporting Progress**

18 1. As part of the monthly invoice ENGINEER shall submit a progress report in accordance with COUNTY
19 Engineering Services Progress Reporting Guidelines. Progress Reports shall indicate the progress
20 achieved during the previous month in relation to the Schedule of Services. Submission of such progress
21 report by ENGINEER shall be a condition precedent to receipt of payment from COUNTY for each
22 monthly invoice submitted.

23 2. To ensure understanding and performance of the contract objectives, meetings between COUNTY,
24 AGENCIES, and ENGINEER shall be held as often as deemed necessary. All work objectives,
25 ENGINEER's work schedule, the terms of the contract and any other related issues will be discussed
26 and/or resolved. ENGINEER shall keep minutes of meetings and distribute copies of minutes as
27 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 \$96,880.00 and reimbursement is to be made at actual cost plus fixed fee for the following contractors:

• Prime: RBF Consulting \$96,880.00

• Subs: None None

Engineer's Budget \$96,880.00

Contingency = \$53,120.00

Total Budget \$150,000.00

2. 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.

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

4. 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.



Salton Sea Renewable Energy Study Region Planning Project

- 1 5. For purchase of any item, service or consulting work not covered in ENGINEER's proposal and
2 exceeding \$500, with prior authorization by the COUNTY PROJECT MANAGER, three (3) competitive
3 quotations shall be submitted with the request, or the absence of bidding shall be adequately justified.
- 4 6. Any equipment purchased as a result of this contract is subjected to the following: ENGINEER shall
5 maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a
6 useful life of at least two years and an acquisition cost of \$500 or more. If the purchased equipment
7 needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit. At the
8 conclusion of the contract or if the contract is terminated, ENGINEER may either keep the equipment and
9 credit COUNTY in an amount equal to its fair market value or sell such equipment at the best price
10 obtainable at a public or private sale in accordance with established COUNTY procedures and credit
11 COUNTY in an amount equal to the sales price. If ENGINEER elects to keep the equipment, fair market
12 value shall be determined, at ENGINEER's expense, on the basis of a competent independent appraisal
13 of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable by COUNTY, and
14 ENGINEER. If it is determined to sell the equipment, the terms and conditions of such sale must be
15 approved in advance by COUNTY and AGENCIES.
- 16 7. The consideration to be paid ENGINEER, as provided herein, shall be in compensation for all of
17 ENGINEER's expenses incurred in the performance hereof, including travel and per diem, unless
18 otherwise expressly so provided.
- 19 8. ENGINEER agrees that Contract Cost Principles and Procedures, CFR 48, Federal Acquisition Regula-
20 tions Systems, Chapter 1, Part 31, shall be used to determine the allowability of individual items of cost.
- 21 9. ENGINEER also agrees to comply with Federal procedures in accordance the Code of Federal
22 Regulations Section 49, Part 18, Uniform Administrative Requirements for Grants and Cooperative
23 Agreements to State and Local Governments
- 24 10. In the event of errors or omissions in the plans for PROJECT, ENGINEER shall perform the necessary
25 engineering services required to correct such errors and omissions without additional charge to COUNTY.

26 **C. Progress Payments**

- 27 1. ENGINEER shall submit monthly invoices for PROJECT Services in accordance with APPENDIX C,
28 Budget, and in accordance with COUNTY Engineering Services Invoicing Procedures.



Salton Sea Renewable Energy Study Region Planning Project

- 1 2. ENGINEER shall submit an invoice each month for PROJECT services performed during the preceding
2 month. Invoices shall be submitted to the COUNTY PROJECT MANAGER and shall be included with a
3 Progress Report covering the same period as the submitted invoice.
- 4 3. Progress payments will be based on PROJECT services provided and actual costs incurred. Payments
5 made prior to the completion of each phase will not exceed the amount allowed in ENGINEER's cost
6 proposal for the completion of that phase and prior phases, unless approved in writing by the COUNTY
7 PROJECT MANAGER.
- 8 4. Progress payments will be made as promptly as fiscal procedures will permit upon receipt by the
9 COUNTY PROJECT MANAGER of itemized invoices.

ARTICLE VII • GIS INFORMATION

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



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

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

12 G. Final plans, drawings or PROJECT work products will be provided in an electronic format suitable for
13 inclusion within the COUNTY GIS or CADD Systems by ENGINEER and will contain the appropriate meta
14 data and will be geographically registered using an appropriate coordinate system such as the California
15 State Plane Coordinate System NAD 83. COUNTY will provide additional GIS technical specifications as
16 needed to ensure that all data, maps, plans and other work products submitted by ENGINEER are compatible
17 with COUNTY GIS systems and suitable for COUNTY use.

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ARTICLE VIII • APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

[Signature] Dated: 5/5/15
JUAN C. PEREZ

Director of Transportation and Land Management

APPROVED AS TO FORM:

GREGORY P. PRIAMOS, COUNTY COUNSEL

[Signature] Dated: 5-6-15
By Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

[Signature] Dated: MAY 19 2015
MARION ASHLEY
PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

[Signature] Dated: MAY 19 2015
KECIA HARPER-IHEM

Clerk of the Board (SEAL)

ENGINEER Approvals

ENGINEER:

[Signature] Dated: 4/1/15
Steve Bein
PRINTED NAME
Vice President
TITLE



APPENDIX A • SCOPE OF SERVICES

ARTICLE AI • INTRODUCTION

A. Project Description

Under this contract the ENGINEER will perform utility mapping and infrastructure planning services for the Riverside County Transportation and Planning Departments. Said services will consist of developing maps, plans and GIS data of existing and master-planned (future) utility and working with COUNTY to identify any future infrastructure needed to facilitate COUNTY buildout. Area of focus/emphasis will be the proposed "Salton Sea Renewable Energy Study Region" (STUDY REGION, herein) at the eastern end of the Coachella Valley.

B. Coordination

ENGINEER is expected to coordinate with other involved AGENCIES to obtain needed plans and data. Coordination may include, but will not necessarily be limited to, the following AGENCIES serving or with infrastructure located in or across the Eastern Coachella Valley/Salton Sea region:

- County of Imperial
- Imperial Irrigation District
- Coachella Valley Water District
- Valley Sanitary District
- Other Utility Providers
- Cal. Energy Commission
- Cal. Dept. of Transportation
- Cal. Dept. of Conservation
- Cal. Dept. of Fish & Wildlife
- Other State Agencies
- Torres-Martinez Tribe
- Bureau of Land Management
- Bureau of Indian Affairs
- U.S. Geological Service
- Other Federal Agencies

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

C. Standards

All work will be prepared in accordance with COUNTY, California Energy Commission (CEC) and/or Caltrans practices, regulations, policies, procedures, manuals and standards, or as directed. Deliverables will be prepared in accordance with the most current Caltrans, COUNTY and/or CEC guidance, as applicable. Exceptions must be approved by COUNTY in advance.

D. Key Personnel

The ENGINEER has represented to the COUNTY that certain key personnel will perform the services and if one or more of such personnel should become unavailable, ENGINEER may substitute other personnel of at least equal competence only after prior written approval by the COUNTY PROJECT MANAGER has been



Salton Sea Renewable Energy Study Region Planning Project

secured. The key personnel for performance on this contract are:

| Name | Position | Billing Rate Category |
|---------------------|----------------------------------|------------------------------|
| Steve Bein | Project Manager | A |
| Jim Sinnema | Assistant Project Manager | A |
| Michael Sutton | Technical Advisor, Local Liaison | B |
| Michael Boeck | Infrastructure Assessment Lead | B |
| Ron Craig | Technical Advisor | B |
| Kevin Thomas | Technical Advisor | B |
| John Nagel | Technical Advisor | B |
| Michael Cranford | Database Programmer | B |
| Sam Valdez | Modelling Engineer | C |
| JD Chiniaeff | Engineering Support | C |
| Jim McPherson | GIS Data Collection Lead | D |
| April Kaiser | Senior GIS Analyst | D |
| Diane Ray | GIS QA/QC Lead | D |
| Richard Hendrickson | GIS Conversion Lead | D |
| Fred Moreno | Senior GIS Analyst | D |
| David Jacobus | GIS Analyst | E |
| Kelley O'Neill | GIS Technician | F |
| Jeffery Stiles | GIS Technician | F |
| Zachery Pekin | GIS Technician | F |
| Bryan Menegazzo | GIS Technician | F |

ARTICLE AII • PROJECT ADMINISTRATION

A. Project Management

1. The ENGINEER will maintain ongoing liaison with the COUNTY PROJECT MANAGER and other affected AGENCIES to promote coordination during the course of working on the PROJECT and ensure timely delivery of work products.



1 **B. Cost Accounting**

- 2 1. ENGINEER will prepare monthly reports of expenditures for the PROJECT, including certified payroll
3 reports. These reports will be included as supporting data for invoices presented to COUNTY every
4 month.
- 5 2. Invoicing submitted to the County shall include preparation of "Prime Subconsultant" invoicing forms, as
6 required by the CEC pursuant to the grant Agreement (REN-13-002). The County will provide
7 ENGINEER with these CEC forms.

8 **C. Scheduling**

- 9 1. A schedule will be prepared for the tasks identified for the PROJECT and shall require COUNTY approval
10 prior to start of tasks.
- 11 2. No work shall be undertaken until authorized by COUNTY PROJECT MANAGER.
- 12 3. The expected time duration for the performance for this project is approximately six to twelve months. The
13 ENGINEER's work effort is scheduled to start in January 2015.
- 14 4. All work is to be completed and fully invoiced prior to June 30, 2016.

15 **ARTICLE AIII • SCOPE OF WORK**

- 16 1. This PROJECT is to provide utility and infrastructure mapping of the eastern Coachella Valley/Salton Sea
17 region to the Riverside County Transportation Department for use in renewable energy-related work.
18 Services will be performed at the request of COUNTY PROJECT MANAGER or authorized designee and
19 in accordance with the approved schedule for PROJECT tasks. ENGINEER shall take directives from
20 COUNTY PROJECT MANAGER as appropriate. ENGINEER shall not accept the directives of other
21 AGENCIES' personnel in contradiction to COUNTY directives. Willful failure to comply with COUNTY
22 directives as a result of directives from other AGENCIES shall constitute a breach of contract by the
23 ENGINEER.
- 24 2. The total sum of the authorized budget for ENGINEER's Scope of Work shall not exceed the maximum
25 amount as defined in APPENDIX C.

26 **A. Services To Be Provided**

27 The tasks developed for the PROJECT consist of various utility and infrastructure mapping and related
28 assignments including, but not limited to, the following:



Salton Sea Renewable Energy Study Region Planning Project

1. Evaluate and prepare conceptual utility / infrastructure maps for the Salton Sea STUDY REGION. Data and maps shall be developed to identify critical opportunities and constraints within the Salton Sea Study Region for applicable renewable energy resources. These will include, but may not be limited to, the following:
 - a. Locations of existing infrastructure, i.e., electrical, water, sewer, gas (with emphasis on electrical transmission lines and corridors).
 - b. Planned future infrastructure availability, i.e., electrical, water, sewer, gas (with emphasis on electric transmission lines and corridors).
 - c. Existing and planned future drainage facilities/storm drainage infrastructure (to the extent relevant to eRED planning issues).
2. Compile data for and create conceptual (schematic) maps of existing and master-planned (future) utilities and infrastructure. Infrastructure studied is expected to include roads, power lines and electric substations, as well as natural gas, water and sewer lines, drainage facilities and treatment plants.
3. Coordinate with utility providers expected to be serving the area or having plans for the area. These may include, but not be limited to: Coachella Valley Water District, Imperial Irrigation District, Southern California Edison, Valley Sanitary District and Verizon Communications, at minimum.
4. Receive utility plans and data from the solicited public utilities/AGENCIES/providers and process all as-built plans, PROJECT data and other submittals. Coordinate submittals with information contained in related documents. Prepare copies of all utility maps/plans obtained and submit to COUNTY in paper and electronic formats for COUNTY use. Establish and implement procedures for expediting the processing and approval of such data in a manner meeting stated COUNTY GIS standards.
5. Develop GIS layers identifying existing/planned infrastructure related to potential eligible renewable energy resources. Such infrastructure could include roads, power lines and electric substations, as well as natural gas, water and sewer lines, drainage facilities and treatment plants. COUNTY will provide engineering and GIS specifications as to the necessary level of required mapping and coordination.
6. Prepare maps and GIS data based on the information acquired from the utility providers. Plans shall depict existing utilities and current master-planned utilities for the STDUY AREA. In developing GIS dataset for existing utilities/infrastructure, work effort may include converting as-built data obtained from



Salton Sea Renewable Energy Study Region Planning Project

1 providers into suitable GIS data as well as converting and electronically submitting all applicable utility
2 plans. All mapping work product prepared by ENGINEER shall be submitted to COUNTY in a format
3 compatible with and suitable for County GIS use. The various mapping efforts may be performed by the
4 ENGINEER directly, by the COUNTY directly or in some agreed-upon combination of the two. COUNTY
5 will provide ENGINEER with additional GIS technical specifications as needed to ensure that all data,
6 maps, plans and other work products submitted by ENGINEER are compatible with COUNTY GIS
7 systems and suitable for COUNTY use.

- 8 7. Participate in relevant coordination with the Salton Sea Authority and, in particular, attend various tech-
9 nical meetings with local utilities and other AGENCIES.
- 10 8. Coordinate with COUNTY, Salton Sea Authority, its member AGENCIES, utility providers and any other
11 involved entities to perform cross-jurisdictional planning, acquire and share data, and identify any
12 additional studies or infrastructure planning needed.
- 13 9. Assist COUNTY in conducting final review of all submitted documents, maps and data. ENGINEER shall
14 coordinate the correction and processing of all work into a GIS format deemed acceptable by the
15 COUNTY. All materials submitted will become the property of the COUNTY.
- 16 10. Perform both mapping PROJECT phases. PHASE ONE of ENGINEER's work effort will encompass
17 creation of existing and master-planned (future) utility maps. PHASE TWO of ENGINEER's work effort
18 will be coordinating with COUNTY to analyze existing plans and prepare conceptual alignment mapping
19 of utilities identified as necessary for buildout of COUNTY land uses over time (if different from agency
20 plans). PHASE TWO is expected to encompass approximately two-hundred hours or roughly one-third of
21 the total proposed work effort.
- 22 11. Develop recommendations for conceptual (*not* design/build) infrastructure plans to identify where and
23 how utilities and their connections, extensions or tie-ins would be needed to best serve planned develop-
24 ment within the COUNTY, including areas potentially suitable for eligible renewable energy resource
25 development (particularly for solar and/or geothermal, as conditions allow or are deemed suitable for the
26 given resource).
- 27 12. Perform other associated professional services that may be requested.



1 **B. Required ENGINEER Responsibilities**

2 The ENGINEER shall report directly to COUNTY. In addition to the scope of work described above, the
3 ENGINEER's responsibilities and duties shall include, but not be limited to, the following:

- 4 1. Provide preliminary evaluation of the program and PROJECT budget requirements, each in terms of
5 the other.
- 6 2. Maintain strict cost accounting records on authorized work performed under unit costs, additional
7 work performed on the basis of actual costs of labor and materials, or other work requiring accounting
8 records.
- 9 3. Facilitate cooperation with and among the COUNTY, AGENCIES, regional utility and infrastructure
10 providers, County of Imperial staff and any general public or other interested parties.
- 11 4. Verify and monitor that all required certificates of bonds and insurance are kept current and have
12 been received from the Consultant and forwarded to the County for approval.
- 13 5. Assist COUNTY in determining when the PROJECT or a designated portion thereof, is substantially
14 complete. Prepare for the County a summary of the status of the work of ENGINEER, listing any
15 changes in previously identified work products and recommending the timeframe and schedule by
16 which ENGINEER shall complete uncompleted items.
- 17 6. Secure and transmit to County any required guarantees, affidavits, releases, bonds or waivers.

18 **C. Required COUNTY Responsibilities**

19 The County will:

- 20 1. Furnish any relevant documents, including plans, specifications or engineering estimates in the
21 COUNTY's possession.
- 22 2. Prepare and process progress payments upon receipt of approved payment requests from the
23 ENGINEER.
- 24 3. Process change orders upon receipt of approved change order requests from ENGINEER.
- 25 4. Endeavor to process and pay invoices from ENGINEER within thirty (30) days of validation and
26 approval.

27 ///

28 //



APPENDIX B • SCHEDULE OF SERVICES

ARTICLE BI • SCHEDULE

ENGINEER shall perform the covenants set forth in this contract, all appendices and attachments in accordance with the performance requirements of ARTICLE V of this contract and with the following Schedule of Services. As PROJECT funding is contingent upon a grant from the California Energy Commission, this contract may not be extended beyond June 30, 2016. All covenants set forth in this contract shall be completed by June 30, 2016, unless extended by supplemental agreement.

Contract expiration time frames:

| | |
|---------------------|--|
| Contract Expiration | Contract Execution Date to June 30, 2016 |
| All Work Products | Due by December 31, 2015 |
| All Invoicing | Due by March 31, 2016 |

Deliverables schedules will be prepared for the various tasks under APPENDIX A.

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APPENDIX C • BUDGET

ARTICLE CI • ELEMENTS OF COMPENSATION

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

A. Direct Labor Costs

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

B. Other Direct Costs

Additional Direct Costs, directly identifiable to the performance of the services of this contract, shall be reimbursed at the rates defined in the Engineering Services Agreement ARTICLE VI • COMPENSATION, or at actual invoiced cost, whichever is lower, and shall require prior approval.

C. Outside Services

Outside services shall be paid in accordance with the negotiated cost proposal for the PROJECT and shall require prior approval.

ARTICLE CII • INVOICING

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

1. Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by the COUNTY PROJECT MANAGER or designee.
2. Billings for direct labor, other direct costs and outside services shall be included in ENGINEER's monthly invoice submittals and shall be in conformance with COUNTY Invoicing Procedures. Invoicing shall also include data and/or forms required by the California Energy Commission (i.e., for "Prime Subconsultant") in order for the County to receive reimbursement under the grant from the CEC pursuant to Grant Agreement REN-13-002. ENGINEER's invoice shall include CEC invoicing forms, as supplied by COUNTY.
3. The charges for each individual assigned under this Agreement shall be listed separately.
4. Charges of \$500.00 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation such as work requests, field notes, invoices, telephone logs, etc.



Salton Sea Renewable Energy Study Region Planning Project

5. Each invoice shall bear a certification signed by the ENGINEERING CONTRACT MANAGER or an officer of the firm, which reads as follows:

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

ARTICLE CIII • PAYMENT

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

ARTICLE CIV • COST PROPOSAL

The following Project Budget reflects the negotiated targeted contract amount. The total dollar amount of this contract is **not to exceed \$150,000.00** total, which includes a \$53,120.00 contingency, to be administered solely at COUNTY'S discretion. Written approval from the COUNTY PROJECT MANAGER is required to expend any contingency funds.

PROJECT BUDGET

| Rate Category | A | B | C | D | E | F | Total | Total | Total | |
|---|-------------------|-----|-----|-----|-----|-----|-------|-------|---------|-----------------|
| Task | Billing Rate (\$) | 250 | 195 | 145 | 135 | 110 | 97 | Hours | Cost | By Task |
| PHASE 1: MAPPING EXISTING UTILITY PLANS | | | | | | | | | | |
| Task 1-1: Project Kickoff and Project Management | | | | | | | | | | |
| Project Kickoff | | 8 | 4 | | 8 | | | 20 | \$3,860 | |
| Project Management | | 8 | | | 6 | | | 14 | \$2,810 | |
| Total for Task 1-1 | | | | | | | | | | \$6,670 |
| Task 1-2: Technical Coordination Meetings | | | | | | | | | | |
| Organize Meeting | | 2 | 2 | | 6 | | | 10 | \$1,700 | |
| Technical Meetings (Includes Purveyors) | | 8 | 8 | 8 | 24 | | | 48 | \$7,960 | |
| Minutes | | 0.5 | | | 4 | | | 4.5 | \$665 | |
| Total for Task 1-2 | | | | | | | | | | \$10,325 |
| Task 1-3: Research and Data Collection | | | | | | | | | | |
| Create Letter | | 4 | | | 2 | | | 6 | \$1,270 | |
| Create Data List | | 4 | | | 8 | | | 12 | \$2,080 | |

Salton Sea Renewable Energy Study Region Planning Project

| | | | | | | | | | | |
|----|---|---|---|----|----|----|----|-----|----------|----------|
| 1 | Collect and Inventory Data | 2 | | | 16 | 8 | 18 | 44 | \$5,286 | |
| 2 | Total for Task 1-3 | | | | | | | | | \$8,636 |
| 3 | Task 1-4: Geodatabase Design | | | | | | | | | |
| 4 | Design Geodatabase | 1 | | | 8 | | | 9 | \$1,330 | |
| 5 | Review with County | 4 | | | 4 | | | 8 | \$1,540 | |
| 6 | Implement Geodatabase | 1 | | | 4 | | | 5 | \$790 | |
| 7 | Total for Task 1-4 | | | | | | | | | \$3,660 |
| 8 | Task 1-5: Data Preparation and Conversion | | | | | | | | | |
| 9 | Review Data | 1 | 2 | 2 | 10 | 6 | 18 | 39 | \$4,686 | |
| 10 | Scrub Data | 1 | | | 12 | 14 | 40 | 67 | \$7,290 | |
| 11 | Convert Data and Create Metadata | 1 | | | 12 | 14 | 80 | 107 | \$11,170 | |
| 12 | Quality Control | 4 | | | 12 | 12 | 10 | 38 | \$4,910 | |
| 13 | Total for Task 1-5 | | | | | | | | | \$28,056 |
| 14 | Task 1-6: GIS Existing Mapping | | | | | | | | | |
| 15 | Create Maps | 2 | | | 8 | | 36 | 46 | \$5,072 | |
| 16 | Review with County | 4 | | | 4 | | | 8 | \$1,540 | |
| 17 | Create Final Deliverables | 1 | | | 2 | | 16 | 19 | \$2,072 | |
| 18 | Total for Task 1-6 | | | | | | | | | \$8,684 |
| 19 | PHASE 2: ASSESSING FUTURE INFRASTRUCTURE NEEDS | | | | | | | | | |
| 20 | Task 2-1: Technical Coordination Meetings | | | | | | | | | |
| 21 | Organize Meetings | 2 | 6 | | 6 | | | 14 | \$2,480 | |
| 22 | Meetings | | 8 | | 8 | | | 16 | \$2,640 | |
| 23 | Minutes | | 1 | | 2 | | | 3 | \$465 | |
| 24 | Total for Task 2-1 | | | | | | | | | \$5,585 |
| 25 | Task 2-2: Infrastructure Planning | | | | | | | | | |
| 26 | Create Recommendations | 2 | | 24 | | | | 26 | \$3,980 | |
| 27 | Review Master Plan Documents | | | 40 | | | | 40 | \$5,800 | |
| 28 | Create Draft | 2 | | 16 | | | | 18 | \$2,820 | |
| 29 | | | | | | | | | | |



Salton Sea Renewable Energy Study Region Planning Project

| | | | | | | | | | | |
|----|--|---|---|---|---|----|----|----------------|-----------------|--|
| 1 | Review with County | | | | | | 0 | \$0 | | |
| 2 | Create Final | 2 | 4 | 8 | 4 | | 18 | \$2,980 | | |
| 3 | Total for Task 2-2 | | | | | | | | \$15,580 | |
| 4 | Task 2-3: GIS Future Utility Mapping | | | | | | | | | |
| 5 | Create Maps | 2 | | | 8 | 36 | 46 | \$5,072 | | |
| 6 | Review with County | 4 | | | 4 | | 8 | \$1,540 | | |
| 7 | Create Final Deliverables | 1 | | | 2 | 16 | 19 | \$2,072 | | |
| 8 | Total for Task 2-3 | | | | | | | | \$8,684 | |
| 9 | Other Direct Costs | | | | | | | | | |
| 10 | Includes Travel, Reproduction and Other Costs | | | | | | | \$1,000 | \$1,000 | |
| 11 | TOTAL PROJECT BUDGET | | | | | | | | \$96,880 | |

ARTICLE CV • BILLING RATES

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

A. Premium Overtime

Billing Rates shall be applicable to both straight time and overtime.

B. Billing Rates

Billing Rates shown herein are in effect for three years following the effective date of the contract.

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 Riverside County Director of Transportation or his designee.

Billing rate categories shown below correspond to Project Budget above and to the personnel and job titles listed in Article AI.

| Position Group | Billing Rate | Rate Category |
|-----------------------|---------------------|----------------------|
| Project Manager | \$250.00/hour | A |
| Technical Manager | \$195.00/hour | B |
| Assistant Engineer | \$145.00/hour | C |
| Senior GIS Analyst | \$135.00/hour | D |
| GIS Analyst | \$110.00/hour | E |
| GIS Technician | \$97.00/hour | F |

