

FORM APPROVED COUNTY COUNSEL 4/20/15
 BY: GREGORY P. PRIAMOS DATE

Departmental Concurrence

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



935A

FROM: TLMA – Transportation Department

SUBMITTAL DATE:
 March 5, 2015

SUBJECT: On-Call Project Specific Aerial Survey Mapping Services Agreement with Towill, Inc. All Districts; [\$750,000 Total Cost]; 100% State, Local, Grant Funds

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Aerial Survey Mapping Services Agreement with Towill, Inc.; and
2. Authorize the Chairman of the Board to execute the same; and
3. Authorize the Director of Transportation and Land Management, or his designee, to approve future extensions as provided for in the agreement; and
4. Authorize the Director of Transportation and Land Management, or his designee, to approve no-cost time extensions to complete on-going tasks.

Patricia Romo
 Assistant Director of Transportation

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	\$ 150,000	\$ 150,000	\$ 750,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Varies by project. There are no General Funds used for this agreement. Measure A, TUMF, State Grant Funds, Gas Tax, and other local funds.

Budget Adjustment: No
For Fiscal Year: 14/15 - 17/18

C.E.O. RECOMMENDATION:

APPROVE

BY:

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: Deputy

Prev. Agn. Ref.:

District: All

Agenda Number:

3-31

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

BACKGROUND:

Summary

On-call consulting aerial survey mapping services are used by the Transportation Department to provide project and location specific, supplemental surveying services as needed for transportation improvement projects. The use of consultants for this specialized, highly accurate design level survey data enables the Transportation Department to more effectively deliver transportation improvement projects identified and funded in the Transportation Improvement Program (TIP). The on-call contracts provide flexibility to engage consultants for a variety of tasks for various localized or small scale improvement projects on short notice, to provide special land surveying and mapping expertise, and to augment our staff resources. This specialized, project-specific, design level surveying data is different from typical aerial mapping used by the public or other users for general informational purposes. The typical Geographic Information System (GIS) mapping is intended to be used for general planning purposes and does not meet the accuracy requirements for design level analysis and project-specific engineering. The aerial mapping services rendered under these on-call contracts will be provided on an as-needed basis only, and it does not guarantee work for the annual allocated budget amount of \$150,000.

A Request for Proposals (RFP) was posted on the Transportation Department's website, advertised in the Press-Enterprise, and posted on the website of the local Riverside/San Bernardino chapter of the California Land Surveyors Association. Ten firms submitted written proposals, which were carefully reviewed and evaluated by representatives of the Transportation Department's Survey and Project Development Divisions. Based on each consultant's expertise and the Transportation Department's needs, a shortlist of three firms was created. The three firms that were selected for the shortlist then participated in interviews.

Upon completion of interviews, Towill, Inc. was ranked as one of the top firms and has been selected to provide on-call project-specific aerial mapping services. When needed, Towill, Inc. will be directed to furnish specific project-related tasks to support Riverside County (County) staff with the delivery of approved TIP and other projects. This contract is for a three-year term for a not to exceed annual amount of \$150,000. The County has the option to extend the contract for two additional one-year terms following the close of the initial three-year term. The County also has the option to terminate this contract with 30-day notice. Funding for the services provided for each assignment will come from the respective project funds. There is no net County cost associated with these services.

Impact on Residents and Businesses

This on-call contract provides the flexibility needed to engage the consultant, based on their field of expertise, to address critical projects in the shortest period of time. By doing so, the Transportation Department is able to deliver transportation improvement projects effectively and efficiently.

SUPPLEMENTAL:

Additional Fiscal Information

There is no General Fund money associated with this agreement, and funding varies by project. Funding sources include Measure "A" Transportation Uniform Mitigation Fee (TUMF), state grant funds, Gas Tax, and other local funds.

Contract History and Price Reasonableness

The County has negotiated with Towill, Inc. for staff billing rates to remain fixed for the initial three-year term. The billing rates in this contract are within the range of acceptable industry practice for the land surveying services.

Contract No. 15-01-004
Riverside County Transportation
Department

SURVEYING ON-CALL SERVICES CONTRACT

for

Aerial Mapping/Photogrammetry

between

County of Riverside • Transportation Department

and

Towill, Inc.



MAY 19 2015 331

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SURVEYING SERVICES AGREEMENT

COUNTY OF RIVERSIDE, hereinafter referred to as "COUNTY", and Towil, Inc., hereinafter referred to as "SURVEYOR", located at the following addressees:

County of Riverside • Transportation Department	Towil, Inc.
4080 Lemon Street, 8 th Floor	10390 Commerce Center Dr., Suite C-190
P.O. Box 1090	Rancho Cucamonga, CA 91730
Riverside, CA 92502-1090	

do hereby agree as follows:

ARTICLE I • DESIGNATED CONTACTS

Coordination of SURVEYOR and COUNTY activities shall be accomplished through SURVEYING CONTRACT MANAGER, and a COUNTY CONTRACT MANAGER.

The SURVEYING CONTRACT MANAGER for SURVEYOR shall be:

Lisa Henstridge

The COUNTY CONTRACT MANAGER for COUNTY shall be:

Ray Linares

ARTICLE II • DEFINITION OF WORK ASSIGNMENTS

Services provided under this contract will be performed on an on-call basis to the Riverside County Transportation Department for survey related work assignments located throughout Riverside County. SURVEYOR shall furnish all technical and professional services including labor, material, equipment, transportation, supervision, and expertise to fully and adequately perform the services generally described in Appendix A, under Scope of Work, and more specifically described in work assignments to be negotiated and executed in the future as services are required. Work assignments shall be initiated at the request of the COUNTY CONTRACT MANAGER or authorized designee. SURVEYOR and/or COUNTY shall prepare a written scope of work and schedule for each work assignment. SURVEYOR and COUNTY shall negotiate and establish a budget that is consistent with the scope of work and the SURVEYOR's billing rates. Each work assignment shall be memorialized in writing and approved by the Director of Transportation and Land Management and by the SURVEYING CONTRACT



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MANAGER or authorized designees. All agents, employees or subcontractors, of SURVEYOR doing work for COUNTY shall sign an Independent Contractor Agreement, in a form proscribed by COUNTY, acknowledging their status as independent contractors before commencing any work for COUNTY pursuant to this contract or any work assignment. All services and deliverables associated with the performance and accomplishment of the covenants described in approved work assignments are hereinafter collectively referred to as the "WORK ASSIGNMENTS".

ARTICLE III • COOPERATIVE AGENCIES

A. Lead Agency

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

B. Cooperative Agencies

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

C. COUNTY/AGENCIES Standards

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

ARTICLE IV • CONDITIONS

A. Notifications

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

B. Assignment

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

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C. Subcontracts

1. SURVEYOR shall perform the services contemplated with resources available within its own organization. No portion of the services pertinent to this contract shall be subcontracted without written authorization by the COUNTY CONTRACT MANAGER, except that which is expressly authorized by this contract or by a specific WORK ASSIGNMENT.
2. In the event SURVEYOR subcontracts any portion of SURVEYOR's duties under this contract, SURVEYOR shall require its subcontractors to comply with the terms of this contract in the same manner as required of SURVEYOR including, but not limited to; indemnification of the COUNTY, requiring the same insurance of Subcontractors as required of SURVEYOR, and having Subcontractor's insurance name the COUNTY as Additional Insured for each type of insurance where this contract requires SURVEYOR's insurance to name COUNTY as Additional Insured.

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D. Modifications

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

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E. COUNTY Directives

SURVEYOR shall receive contract directions and interpretations as to WORK ASSIGNMENTS from the

COUNTY CONTRACT MANAGER or authorized designee.

F. Liability

1. SURVEYOR has total responsibility for the accuracy and completeness of all data, reports, plans, specifications and estimates prepared under WORK ASSIGNMENTS and shall check all such material accordingly. COUNTY will review all work product deliverables. The responsibility for accuracy and completeness of such items remains solely that of SURVEYOR. Neither COUNTY'S review nor approval shall give rise to any liability or responsibility on the part of COUNTY, or waive any of COUNTY'S rights, or relieve SURVEYOR of its professional responsibilities or obligations under this contract.
2. The plans, designs, estimates, calculations, reports and/or other documents furnished in accordance with the WORK ASSIGNMENTS shall meet the criteria for acceptance and be a product of neat appearance, well organized, technically and grammatically correct, checked and having the preparer and checker identified. The minimum standard of appearance, organization and contents shall be of similar types produced by COUNTY and AGENCIES. If any work product submitted is not complete and ready for use by COUNTY, it shall be marked "Draft" or similar designation to indicate it is not ready for use by COUNTY. COUNTY expects that all work products not so designated is ready for use.
3. The page identifying preparers of Surveying reports, the title sheet for specifications and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of the certificate, and signature of the professional Surveyor(s) responsible for their preparation.
4. COUNTY and SURVEYOR agree that plans, drawings or other work products prepared by SURVEYOR are for the exclusive use of COUNTY and will be used by COUNTY for the WORK ASSIGNMENT for which they were specifically designed. SURVEYOR shall not be responsible for use of such plans, drawings or other work products if used on a different WORK ASSIGNMENT without the written authorization or approval by SURVEYOR.
5. SURVEYOR acknowledges that the plans, drawings and/or other work products may be used by COUNTY for the intended WORK ASSIGNMENT regardless of any disputes that may develop between SURVEYOR and COUNTY. All plans, drawings, or other work product shall be deemed the sole and exclusive property of COUNTY and ownership thereof is irrevocably vested in COUNTY whether the WORK ASSIGNMENT is executed or not.

- 1 6. SURVEYOR, and the agents and employees of SURVEYOR, in the performance of this contract, shall act
2 in an independent capacity as an independent contractor and not as officers, employees or agents of
3 COUNTY.
- 4 7. SURVEYOR has the sole discretion to determine how, when, and where to perform services required to
5 achieve the final result specified in the Scope of Work subject to timelines and availability during
6 COUNTY regular operating hours.
- 7 8. SURVEYOR has the right to perform services for other clients during the term of this contract as long as
8 such services are not in direct conflict with the services provided to COUNTY.
- 9 9. SURVEYOR shall not be entitled to and is not eligible for COUNTY employee benefits, including, but not
10 limited to, medical, dental or vision insurance, life insurance, retirement benefits, vacation or sick pay, or
11 any other benefit or compensation beyond that which is set forth explicitly in this contract.
- 12 10. SURVEYOR shall provide and maintain, throughout the term of this contract, their own workspace, tools,
13 equipment and supplies necessary to perform the duties set forth for SURVEYOR under this contract.
14 Notwithstanding the foregoing, COUNTY may, at its sole discretion, and with its prior written consent,
15 provide access to COUNTY facilities, offices or meeting rooms during regular business hours for
16 meetings, conferences or other work of SURVEYOR.

17 **G. Indemnification and Defense**

- 18 1. The SURVEYOR agrees to and shall indemnify and hold harmless the County of Riverside, its Agencies,
19 Districts, Departments and Special Districts, their respective directors, officers, Board of Supervisors,
20 elected and appointed officials, employees, agents and representatives (hereinafter individually and
21 collectively referred to as "Indemnitees") from all liability, including, but not limited to loss, suits, claims,
22 demands, actions, or proceedings caused by any alleged or actual negligence, recklessness, willful
23 misconduct, errors or omissions of SURVEYOR, its directors, officers, partners, employees, agents or
24 representatives or any person or organization for whom SURVEYOR is responsible, arising out of or from
25 the performance of services under this contract. To the extent a loss, suit, claim, demand, action, or
26 proceeding is based on actual or alleged acts or omissions of SURVEYOR which are not design
27 professional services, SURVEYOR shall indemnify Indemnitees whether or not SURVEYOR is negligent.
- 28 2. SURVEYOR further agrees to and shall indemnify and hold harmless the County of Riverside, its
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1 Agencies, Districts, Departments and Special Districts, their respective directors, officers, Board of
2 Supervisors, elected and appointed officials, employees, agents and representatives (hereinafter
3 individually and collectively referred to as "Indemnitees") from all liability arising from suits, claims,
4 demands, actions, or proceedings made by agents, employees or subcontractors of SURVEYOR for
5 salary, wages, compensation, health benefits, insurance, retirement or any other benefit not explicitly set
6 forth in this contract and arising out of work performed for COUNTY pursuant to this contract or any
7 WORK ASSIGNMENT.

- 8
- 9 3. The duty to indemnify does not include loss, suits, claims, demands, actions, or proceedings caused by
10 actual negligence of Indemnitees; however, any actual negligence of Indemnitees will only affect the duty
11 to indemnify for the specific act found to be negligent, and will not preclude a duty to indemnify for any act
12 or omission of SURVEYOR.
- 13 4. SURVEYOR shall defend and pay, at its sole expense, all costs and fees, including but not limited to
14 attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or
15 proceedings based or alleged to be based on any act or omission of SURVEYOR arising out of or from
16 the performance of services under this contract. The duty to defend applies to any alleged or actual
17 negligence, recklessness, willful misconduct, error or omission of SURVEYOR. The duty to defend shall
18 apply whether or not SURVEYOR is a party to the lawsuit, and shall apply whether or not SURVEYOR is
19 directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or
20 found to be actively negligent, unless the act or omission at issue was caused by the sole active
21 negligence of Indemnitees.
- 22 5. The specified insurance provisions and limits required in this contract shall in no way limit or circumscribe
23 SURVEYOR'S obligations to indemnify and hold harmless Indemnitees from third party claims.
- 24 6. In the event there is conflict between the indemnity and defense provisions and California Civil Code
25 Sections 2782 and 2782.8, the indemnity and defense provisions shall be interpreted to comply with Civil
26 Code sections 2782 and 2782.8.

27 **H. Quality Control**

28 SURVEYOR shall implement and maintain the following quality control procedures during the preparation
29 of the plans and documents prepared under this contract. SURVEYOR shall have a quality control plan

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

10 **I. Value Surveying**

- 11 1. Elements of each WORK ASSIGNMENT may be considered for Value Surveying Studies. To this end,
12 the COUNTY CONTRACT MANAGER may direct the SURVEYOR to examine the various elements of a
13 design segment or process and submit an informal written statement or memorandum addressing those
14 elements where it appears significant savings and other advantages can be realized. The statement shall
15 be sufficiently informative to enable COUNTY to determine whether to direct a detailed Value Surveying
16 Study or possibly direct immediate design changes where the value of the change is apparent without the
17 need of detailed study and analysis.
- 18 2. SURVEYOR or its subcontractors shall not incorporate in the design materials or equipment of single or
19 sole source origin without written approval of COUNTY. Proprietary names of material or equipment shall
20 not be used in the plans and specifications.

21 **J. Extra Work**

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

4 **K. Disputes**

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

15 **L. Termination Without Cause**

- 16 1. COUNTY reserves the right to terminate this contract at COUNTY's discretion and without cause, upon
17 thirty (30) calendar day's written notice to SURVEYOR.
18
19 2. In the event of termination of the contract, upon demand, SURVEYOR shall deliver to COUNTY all field
20 notes, surveys, studies, reports, plans, drawings, specifications, and all other materials and documents
21 prepared by or provided to SURVEYOR in the performance of this contract. All such documents and
22 materials shall be property of COUNTY.
23
24 3. In the event that this contract is terminated, SURVEYOR is entitled to full payment for all services
25 performed up to the time written notice of contract cancellation is received by SURVEYOR. Payment
26 shall be made for services performed to date based upon the percentage ratio that the basic services
performed bear to the services contracted for, less payments made to date; plus any amount for
authorized, but unpaid, extra work performed and costs incurred.

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

28 COUNTY may terminate this contract and be relieved of the payment of any consideration to SURVEYOR
29 should SURVEYOR fail to perform the covenants herein contained at the time and in the manner herein

1 provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed
2 proper by COUNTY. In such event, SURVEYOR shall be paid only for work completed and delivered to
3 COUNTY in a timely and successful manner.

4 **N. Insurance**

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

11 1. Workers' Compensation:

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

17 2. Commercial General Liability:

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

25 3. Vehicle Liability:

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

3 4. Professional Liability:

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

13 5. General Insurance Provisions - All lines:

- 14 a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of
15 California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are
16 waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement
17 for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 18 b. The SURVEYOR must declare its insurance self-insured retention for each coverage required herein.
19 If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have
20 the prior written consent of the County Risk Manager before the commencement of operations under
21 this contract. Upon notification of self-insured retention unacceptable to the COUNTY, and at the
22 election of the Country's Risk Manager, SURVEYOR'S carriers shall either; 1) reduce or eliminate
23 such self-insured retention as respects this contract with the COUNTY, or 2) procure a bond which
24 guarantees payment of losses and related investigations, claims administration, and defense costs
25 and expenses.
- 26 c. SURVEYOR shall cause SURVEYOR'S insurance carrier(s) to furnish the COUNTY with either 1) a
27 properly executed original Certificate(s) of Insurance and certified original copies of Endorsements
28 effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County
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1 Risk Manager, provide original Certified copies of policies including all Endorsements and all
2 attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and
3 policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written
4 notice shall be given to the County of Riverside prior to any material modification, cancellation,
5 expiration or reduction in coverage of such insurance. In the event of a material modification,
6 cancellation, expiration, or reduction in coverage, this contract shall terminate forthwith, unless the
7 County of Riverside receives, prior to such effective date, another properly executed original
8 Certificate of Insurance and original copies of endorsements or certified original policies, including all
9 endorsements and attachments thereto evidencing coverage's set forth herein and the insurance
10 required herein is in full force and effect. SURVEYOR shall not commence operations until the
11 COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of
12 endorsements and if requested, certified original policies of insurance including all endorsements and
13 any and all other attachments as required in this Section. An individual authorized by the insurance
14 carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of
15 Insurance.

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

3 **O. Conflict of Interest**

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

14 **P. Legal Compliance**

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

19 **Q. Nondiscrimination**

- 20 1. During the performance of this contract, SURVEYOR and its Subcontractors shall not unlawfully
21 discriminate against any employee or applicant for employment because of race, religion, color, national
22 origin, ancestry, physical handicap, medical condition, marital status, age or sex. SURVEYOR and
23 Subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government
24 Code, Section 12900 et seq.) and applicable regulations promulgated thereunder (California
25 Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment
26 and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of
27 Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference
28 and made a part hereof as if set forth in full. SURVEYOR and its Subcontractors shall give written notice
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1 of their obligations under this clause to labor organizations with which they have a collective bargaining or
2 other agreement.

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

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

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

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

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

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

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

- 6
- 7 3. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem
8 wages applicable to the work, and for holiday and overtime work, including employer payments for health
9 and welfare, pension, vacation, and similar purposes, in the county in which the work is to be done have
10 been determined by the Director of the California Department of Industrial Relations. These wages are
11 available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov>.
- 12 4. Should a portion of the WORK ASSIGNMENT contain Federal funding, Federal minimum wages shall be
13 used. The Federal minimum wage rates for said WORK ASSIGNMENT as determined by the United
14 States Secretary of Labor are available from the U.S Department of Labor, Employment Standards
15 Administration, Wage and Hour Division's Internet website at <http://www.dol.gov/whd/>. If there is a
16 difference between the minimum wage rates determined by the Secretary of Labor and the general
17 prevailing wage rates determined by the Director of the California Department of Industrial Relations for
18 similar classifications of labor, the SURVEYOR and subcontractors shall pay not less than the higher
19 wage rate. The Department will not accept lower State wage rates determinations. This includes "helper"
20 (or other classifications based on hours of experience) or any other classification not appearing in the
21 Federal wage determinations. Where Federal wage determinations do not contain the State wage rate
22 determination otherwise available for use by the SURVEYOR and subcontractors, the SURVEYOR and
23 subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates
24 the duties of the employees in question.

25 **S. Review and Inspection**

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

28 **T. Record Retention / Audits**

- 29 1. SURVEYOR, Subcontractors, and COUNTY shall maintain all books, documents, papers, accounting

1 records, and other evidence pertaining to the performance of the contract, but not limited to, the costs of
2 administering the contract. All parties shall make such materials available at their respective offices at all
3 reasonable times during the contract period and for three years from the date of final payment under the
4 contract or three years from WORK ASSIGNMENT closeout, whichever is later.

- 5
- 6 2. COUNTY, Caltrans, the State Auditor General, FHWA or any duly authorized representative of the
7 Federal Government shall have access to any books, records, and documents of SURVEYOR that are
8 pertinent to the contract for audits, examinations, excerpts, and transactions, and copies thereof shall be
9 furnished if requested.

10 **U. Ownership of Data**

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

14 **V. Confidentiality of Data**

- 15 1. All financial, statistical, personal, technical or other data and information which is designated confidential
16 by COUNTY or AGENCIES, and made available to SURVEYOR in order to carry out this contract, shall
17 be protected by SURVEYOR from unauthorized use and disclosure.
- 18 2. Permission to disclose information on one occasion for a public hearing held by COUNTY or AGENCIES
19 relating to the contract shall not authorize SURVEYOR to further disclose such information or disseminate
20 the same on any other occasion.
- 21 3. SURVEYOR shall not comment publicly to the press or any other media regarding the contract, including
22 COUNTY or Agencies actions regarding this contract. Communication shall be limited to COUNTY,
23 Agency or SURVEYOR's staff that are involved with the WORK ASSIGNMENT, unless SURVEYOR shall
24 be requested by COUNTY to attend a public hearing or respond to questions from a Legislative
25 committee.
- 26 4. Each subcontract shall contain provisions similar to the foregoing related to the confidentiality of data and
27 nondisclosure of the same.
- 28 5. SURVEYOR shall not issue any news release or public relations item of any nature whatsoever regarding
29 work performed or to be performed under this contract without prior review of the contents thereof by

COUNTY and receipt of COUNTY's written permission.

W. Funding Requirements

1. All obligations of COUNTY are subject to appropriation of resources by various Federal, State and local agencies.
2. This contract is valid and enforceable only if sufficient funds are made available to COUNTY for the purpose of the WORK ASSIGNMENTS. In addition, this contract is subjected to any additional restrictions, limitations, conditions or any statute enacted by Congress, State Legislature or COUNTY that may affect the provisions, terms or funding of this contract in any manner.
3. Additionally, in the performance of this contract, SURVEYOR shall comply with the provisions set forth in Appendix D, Funding Requirements, which is attached hereto and incorporated herein by reference
4. It is mutually agreed that if sufficient funds for the program are not appropriated, this contract will be amended or terminated to reflect any reduction in funds.

ARTICLE V • PERFORMANCE

A. Performance Period

1. This Contract shall begin upon notification to proceed by the COUNTY CONTRACT MANAGER.
2. SURVEYOR is advised that any recommendation for contract award is not binding on COUNTY until the proposed contract is fully executed and approved by COUNTY.
3. SURVEYOR shall perform WORK ASSIGNMENT services in accordance with the provisions set forth in Appendix B, Schedule of Services, which is attached hereto and incorporated herein by reference and in accordance with the terms specifically set forth for each WORK ASSIGNMENT.
4. Where SURVEYOR is required to prepare and submit studies, reports, plans, etc., to COUNTY, these shall be submitted in draft as scheduled, and the opportunity provided for COUNTY to offer comments prior to final submission.
5. When COUNTY determines that SURVEYOR has satisfactorily completed the WORK ASSIGNMENT services, COUNTY may give SURVEYOR a written Notice of Final Acceptance. SURVEYOR shall not incur any further costs hereunder unless so specified in the Notice of Final Acceptance. SURVEYOR may request a Notice of Final Acceptance determination when, in its opinion, it has satisfactorily

1 completed all covenants as stipulated in this contract.

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

3 **B. Time Extensions**

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

12 **C. Reporting Progress**

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

18 **D. Evaluation of SURVEYOR**

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

20
21 **ARTICLE VI • COMPENSATION**

22 **A. Work Authorization**

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

26 **B. Basis of Compensation**

- 27 1. WORK ASSIGNMENT services as provided under this contract and as described in the Scope of Work
28 and each WORK ASSIGNMENT, shall be compensated for as defined in Appendix C, Compensation,
29



1 which is attached hereto and incorporated herein by reference. The total amount of this contract is not to
2 exceed < \$150,000.00 > per year

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

1 and Budget Circular A-102, Uniform Administrative Requirements for Grants-in-Aid to State and Local
2 Governments.

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

5 **C. Progress Payments**

6 1. SURVEYOR shall submit separate invoices for each WORK ASSIGNMENT in accordance with
7 Appendix C, Compensation, the executed WORK ASSIGNMENT, and in accordance with COUNTY
8 Surveying Services Invoicing Procedures.

9 2. SURVEYOR shall submit an invoice each month for services performed during the preceding month.
10 Invoices shall be submitted to the COUNTY CONTRACT MANAGER.

11 3. Payments will be made as promptly as fiscal procedures will permit upon receipt by the COUNTY
12 CONTRACT MANAGER of itemized invoices.

13
14 **ARTICLE VII • GIS INFORMATION**

15 A. "GIS Information" shall include GIS digital files (including the information or data contained therein) and any
16 other information, data, or documentation from County GIS (regardless of medium or format) that is provided
17 pursuant to this contract.

18 B. SURVEYOR acknowledges that the unauthorized use, transfer, assignment, sublicensing, or disclosure of the
19 GIS information, documentation, or copies thereof will substantially diminish their value to COUNTY.
20 SURVEYOR acknowledges and agrees that COUNTY GIS information is a valuable proprietary product,
21 embodying substantial creative efforts, trade secrets, and confidential information and ideas. COUNTY GIS
22 information is and shall remain the sole property of COUNTY; and there is no intention of COUNTY to transfer
23 ownership of COUNTY GIS information.

24 C. COUNTY GIS information is made available to SURVEYOR solely for use in the normal course of
25 SURVEYOR's business to produce reports, analysis, maps and other deliverables only for this contract and
26 as described within the Scope of Work or authorized WORK ASSIGNMENTS.

27 D. SURVEYOR agrees to indemnify and hold harmless COUNTY, its officers, employees and agents from any
28 and all liabilities, claims, actions, losses or damages relating to or arising from SURVEYOR's use of COUNTY
29

1 GIS information.

2 E. GIS information cannot be used for all purposes; and GIS information may not be complete for all purposes.

3 Additional investigation or research by SURVEYOR into other sources will be required. GIS information is
4 intended only as an information base and is not intended to replace any legal records. COUNTY has used
5 and will continue to use its best efforts to correctly input into COUNTY GIS the information contained in
6 various legal and other records; but COUNTY accepts no responsibility for any conflict with actual legal
7 records or for information not transferred from legal records to COUNTY GIS. COUNTY has attempted to
8 update GIS information as often as is practically feasible. However, SURVEYOR should be aware that GIS
9 information may not be current and changes or additions to the information contained in COUNTY GIS may
10 not yet be reflected in COUNTY GIS.

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

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

ARTICLE VIII • APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

[Signature] Dated: 4/16/15

JUAN C. PEREZ

Director of Transportation and Land Management

APPROVED AS TO FORM:

GREGORY P. PRIAMOS, COUNTY COUNSEL

[Signature] Dated: 4-20-15

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)

SURVEYOR Approvals

SURVEYOR:

Ken A. Meme Dated: 01-09-15

Ken A. Meme
PRINTED NAME

President
TITLE

SURVEYOR:

Dawn Antonucci Dated: 1/9/15

Dawn Antonucci
PRINTED NAME

Vice President
TITLE

APPENDIX A • ARTICLE AI • INTRODUCTION

A. DESCRIPTION

Services provided under this contract will be performed on an on-call basis to the Riverside County Transportation Department for aerial mapping related WORK ASSIGNMENTS located throughout Riverside County.

B. COORDINATION

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

- Relevant Cities
- Utility Companies
- Caltrans
- Federal Agencies

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

C. STANDARDS

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

D. KEY PERSONNEL

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

Name	Position
Lisa Henstridge	Senior Project Manager

ARTICLE AII • PROJECT ADMINISTRATION

A. PROJECT MANAGEMENT

The AERIAL MAPPING CONTRACT MANAGER will maintain ongoing liaison with the COUNTY CONTRACT MANAGER and other effected agencies to promote effective coordination during the course of working on WORK ASSIGNMENT.

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B. COST ACCOUNTING

The SURVEYOR will prepare monthly reports of expenditures for each on-call WORK ASSIGNMENT. Including certified payroll reports as necessary. These reports will be included as supporting data for invoices presented to the COUNTY every month.

C. SCHEDULING

Schedules will be prepared for each specific WORK ASSIGNMENT and shall require prior approval.

ARTICLE AIII • SCOPE OF WORK

The scope of work for this contract is to provide on-call services to the Riverside County Transportation Department for aerial mapping related WORK ASSIGNMENTS located throughout Riverside County. Services will be performed at the request of the COUNTY CONTRACT MANAGER or authorized designee. SURVEYOR and/or COUNTY shall prepare a written scope of work and schedule for each WORK ASSIGNMENT. SURVEYOR and COUNTY shall negotiate and establish a budget that is consistent with the scope of work and the SURVEYOR's billing rates as provided in Appendix C. Each WORK ASSIGNMENT shall be memorialized in writing and approved by COUNTY CONTRACT MANAGER or authorized designee. The yearly sum of the authorized budget for SURVEYOR's WORK ASSIGNMENTS shall not exceed the maximum annual amount as defined in Appendix C. WORK ASSIGNMENTS will consist of various aerial/land surveying assignments including, but not limited to, the following:

1. Evaluation, planning, and preparation of flight map for surveying/engineering projects.
2. Flying and photographing the area to be mapped.
3. Preparation of photogrammetric surveys including cost estimates and detailed schedules.
4. Survey services in support of photogrammetric surveys. Coordinate with the COUNTY to set up photogrammetric surveys based on aerial diagrams provided by photogrammetrist. Also included is the setting of aerial control points, placing horizontal/vertical data for the positions, locate control as needed for alignment purposes, locate existing utilities, culverts, and other infrastructure pertinent for designing, engineering, and/or surveying projects. All data will be reviewed by the COUNTY prior to submitting product for completion.
5. Compiling data for and/or creating topographic maps, DTM's, orthographic photos, etc.

- 1 6. Performing field surveys of control nets and lines, boundary lines, topography and existing facilities or
- 2 structures. Survey procedures along with survey notes will be reviewed by the COUNTY.
- 3 7. Preparation of legal descriptions, plats, and right-of-way maps.
- 4 8. Performing Quality Assurance work. SURVEYOR will be provided two sets of plans. SURVEYOR
- 5 will be directed by the COUNTY for the scope of work. Generally, work will consist of: setting initial
- 6 control points with horizontal and vertical values, checking various stages of construction at the
- 7 direction of the onsite inspector, documenting progress including any conflicts, and other quality
- 8 assurance work.
- 9 9. Other associated professional services that may be requested.
- 10 10. All data submitted under a contract shall be processed and formatted using Bentley MicroStation in
- 11 the version specified by COUNTY (currently MicroStation V8i). For all preliminary projects, the
- 12 SURVEYOR will use the COUNTY data collection code table (latest version) specifically prepared for
- 13 InRoads software unless directed otherwise by COUNTY.

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APPENDIX B • ARTICLE BI • SCHEDULE

SURVEYOR 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. This contract shall permit the issuance of WORK ASSIGNMENTS until March 1, 2018. This contract may be extended for up to two (2) additional one (1) year terms following the close of the initial three (3) year term by approval of the Director of Transportation and Land Management. All covenants set forth in this contract and all WORK ASSIGNMENTS shall be completed by March 1, 2018, unless this contract is extended by supplemental agreement.

Contract	March 1, 2015 to March 1, 2018
Extension 1	March 1, 2018 to March 1, 2019 (Requires Director of Transportation and Land Management Authorization)
Extension 2	March 1, 2019 to March 1, 2020 (Requires Director of Transportation and Land Management Authorization)

Deliverables schedules will be prepared for each specific WORK ASSIGNMENT that SURVEYOR is assigned.

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2 **APPENDIX C • ARTICLE CI • ELEMENTS OF COMPENSATION**

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

5 **A. DIRECT LABOR COSTS**

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

9 **B. OTHER DIRECT COSTS**

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

13 **C. OUTSIDE SERVICES**

14 Outside services shall be paid in accordance with the negotiated cost proposal for each WORK
15 ASSIGNMENT, and shall require prior approval.

16 **ARTICLE CII • INVOICING**

17 SURVEYOR shall submit invoices in accordance with the AERIAL MAPPING On-Call Services Contract ARTICLE
18 VI • COMPENSATION and with the following requirements.

- 19 1. Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed
20 in writing by the COUNTY CONTRACT MANAGER or designee.
- 21 2. Billings for direct labor, other direct costs and outside services shall be included in SURVEYOR's monthly
22 invoice submittals and shall be in conformance with the COUNTY Surveying Services Invoicing
23 Procedures.
- 24 3. The charges for each individual assigned under this Contract shall be listed separately.
- 25 4. Charges of \$500.00 or more for any one item of Additional Direct Costs shall be accompanied by
26 substantiating documentation such as work requests, field notes, invoices, telephone logs, etc.
- 27 5. Each invoice shall bear a certification signed by the AERIAL MAPPING CONTRACT MANAGER or an
28 officer of the firm, which reads as follows:
- 29

1 I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates
2 worked and paid to the employees listed.
3

4 **ARTICLE CIII • PAYMENT**

5 Progress payments shall be made in accordance with the AERIAL MAPPING On-Call Services Contract

6 **ARTICLE VI • COMPENSATION.**
7

8 **ARTICLE CIV • COST PROPOSAL**

9 The total annual dollar amount for services to be performed under this contract is not to exceed \$150,000 per
10 year unless approved in writing by COUNTY.
11

12 **ARTICLE CV • BILLING RATES**

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

14 **A. PREMIUM OVERTIME**

15 Billing Rates shall be applicable to both straight time and overtime work, unless accumulated hours worked
16 on COUNTY project qualifies for payment of a premium for overtime work as required by law, regulation or
17 craft agreement, or is otherwise specified in this contract, AND shall require prior approval. In such event, the
18 premium portion of Direct Salary Costs will not be subject to the Multiplier.

19 **B. BILLING RATES**

20 Billing Rates shown herein or by attachment are in effect for three years following the effective date of the
21 contract. Thereafter, SURVEYOR may request adjustments to individual rates on an annual basis.

22 SURVEYOR shall notify COUNTY in writing requesting a change in the rates included herein.

23 All adjustments to rates shall be subject to approval by the Riverside County Director of Transportation and
24 Land Management, or his designee.

25 Any affects from applicable prevailing wages shall be the consideration of the contracted firm and shall not
26 affect the agreed upon fixed billing rates.

27 Field crew billing rates as agreed upon include all associated overhead.
28
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APPENDIX D • ARTICLE DI • FUNDING REQUIREMENTS

A. DESCRIPTION

The WORK ASSIGNMENTS within the AERIAL MAPPING On-Call Services Contract may be funded in part by the Federal Highway Administration and subject to the requirements of that funding agency. The following requirements shall be considered as included in and made a part of the AERIAL MAPPING On-Call Services Contract to be executed between the COUNTY and the SURVEYOR.

B. COORDINATION

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

- Federal Agencies
- Caltrans
- Relevant Cities

C. STANDARDS

The SURVEYOR'S attention is directed to the requirements included in Exhibit 10-I "Notice to Proposers DBE Information" and Exhibit 10-J "Standard Contract Provisions for Subconsultant/DBE Participation" of the State of California, Transportation Department's (Caltrans) Local Assistance Procedures Manual (LAPM), Chapter 10 - "Consultant Selection". These requirements shall be considered as included in the proposed AERIAL MAPPING On-Call Services Contract to be executed between the COUNTY and the SURVEYOR.

The Consultant shall comply with other requirements of Federal law and State procedure with respect to the Disadvantaged Business Enterprise Program, as specified herein, Caltrans Local Assistance Procedures Manual, and as directed by the COUNTY.

Upon completion of the WORK ASSIGNMENT, if DBE participation is obtained, a summary of the DBE records shall be prepared, certified correct, and submitted on the form "Final Report – Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors" (Exhibit 17-F).

All exhibits shall be submitted by in accordance with the instructions. These exhibits are part of the Caltrans Local Assistance Procedures Manual where they exist in downloadable form. The SURVEYOR is responsible

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for using the most current exhibits.

The DBE goal for the AERIAL MAPPING On-Call Services Contracts is 0%.

Please use the following links for more information:

[CalTrans Local Assistance Procedures Manual](#)

[CalTrans Office of Business and Economic Opportunity](#)



TOWILL | Surveying, Mapping
and GIS Services

December 1, 2014

County of Riverside – Transportation Department, Survey Division
ATTN: Ray Linares
4080 Lemon Street, 8th Floor
Riverside, CA 92502-1090

**RE: Riverside County Transportation Department
On-Call Aerial Mapping/Photogrammetry Services - Cost Proposal**

Dear Ray,

Towill, Inc. (Towill) is in receipt of the County's letter dated November 10, 2014 requesting consideration of proposed rates along with other items for our review and consideration. As requested, please find an updated Fee Schedule on our letterhead attached to this letter.

The rates provided in the attached Fee Schedule will remain fixed for a three year period and shall be the rates used for determining costs for future work assignments.

While prevailing wage requirements do not affect the services or labor classifications proposed within this contract, Towill understands that prevailing wages are our sole consideration and will not affect the agreed upon fixed rates.

If you have any questions, please do not hesitate to contact me any time at 909.303.7960 and/or at the address listed below. We look forward to working with RCTD!

Sincerely,
TOWILL, INC.

Lisa Henstridge, PLS
Senior Project Manager



TOWILL | Surveying, Mapping
and GIS Services

**AERIAL MAPPING SERVICES FEE SCHEDULE
COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT**

<u>Labor Description</u>	<u>Hourly Rate</u>
Project Manager	\$175.00
Photogrammetry Lead	\$130.00
LiDAR Services Lead	\$158.00
Office Survey Lead	\$130.00
Senior Geomatics Analyst	\$123.00
Geomatics Analyst	\$100.00
CAD Technician	\$ 77.00
3-Person Survey Crew*	\$375.00
2-Person Survey Crew*	\$255.00
1-Person Survey Crew*	\$125.00

**1-, 2-, and 3-Person Survey Crews are inclusive of survey vehicles and mileage, conventional and GPS survey equipment, and associated survey tools, safety equipment, etc.*

ESCALATION: Rates shown above shall remain in effect for three years from the contract execution date.

AUTHORIZED OVERTIME LABOR RATES: Overtime will only be billed when it is pre-authorized by Riverside County Transportation Department. Authorized Overtime rates will be billed as follows:

<u>Labor Description</u>	<u>Hourly Rate</u>
In excess of 8 Hours per Day, Monday through Friday	1.5 times Regular Rate
Saturdays	1.5 times Regular Rate
Sundays and Holidays	2.0 times Regular Rate

SUBCONSULTANTS: The use of subconsultants will be pre-approved by Riverside County Transportation Department. Pre-approved subconsultant costs will be billed to Client at cost plus a 10% fee.

EQUIPMENT AND OTHER DIRECT COSTS:

<u>Equipment Description</u>	<u>Rate</u>
Precision Photo Scanner	\$ 10.00 / Hour
Airborne LiDAR Sensor	Quote Provided per Project
Digital Aerial Photography Camera	Quote Provided per Project
3D Terrestrial Laser Scanner	Quote Provided per Project

Client shall pay the costs for any applicable governmental fees, outside vendor costs, reproduction costs, aircraft utilization costs, consumable materials, digital delivery media, travel costs, rental vehicles, rental equipment and delivery or messenger services incurred on Client's behalf.