

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



ITEM  
3.23

MEETING DATE:

FROM : TLMA-TRANSPORTATION:

2542 Tuesday, November 8, 2016

SUBJECT: TLMA-TRANSPORTATION: Approval of the On-Call Environmental Services Contract between the County of Riverside and POWER Engineers, Inc. All Districts; [\$1,200,000 - Total Cost]; Various Funding by Project 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the On-Call Environmental Services Contract between the County of Riverside (County) and POWER Engineers, Inc.; and
2. Authorize the Chairman of the Board to execute the same;
3. Authorize the Director of Transportation, or designee, to approve extensions as provided for in the contract.

Policy

*Patricia Romo*

Patricia Romo, Assistant Director of Transportation

11/1/2016

| FINANCIAL DATA  | Current Fiscal Year: | Next Fiscal Year: | Total Cost:                  | Ongoing Cost |
|---|----------------------|-------------------|------------------------------|--------------|
| COST  | \$ 400,000           | \$ 400,000        | \$ 1,200,000                 | \$ 0         |
| NET COUNTY COST   | \$ 0                 | \$ 0              | \$ 0                         | \$ 0         |
| SOURCE OF FUNDS: Various by project. There are no General Funds used for this contract. |                      |                   | Budget Adjustment: No        |              |
|   |                      |                   | For Fiscal Year: 16/17-18/19 |              |

C.E.O. RECOMMENDATION: Approve

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley  
Nays: None  
Absent: None  
Date: November 8, 2016  
xc: Transp.

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

3-23

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

**BACKGROUND:**

**Summary**

The County of Riverside Transportation Department (Transportation Department) periodically requires outside environmental support services to deliver many of the road improvement projects identified and funded in the Transportation Improvement Program (TIP).

The Transportation Department utilizes the services of on-call consultants to assist in the environmental phase of project delivery, often the critical path, to augment its small core of in-house environmental staff on an "as needed" basis. Selected consultants may provide a variety of services related to state and federal regulatory compliance demands. Environmental services may include tasks such as preparation of environmental studies and documents to comply with the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA) and the National Pollutant Discharge Elimination System (NPDES).

A Request for Proposals (RFP) was published on the Transportation Department's website and advertised in the Press Enterprise newspaper for full service firms and specialist firms in Cultural Studies. Furthermore, an RFP notice was mailed to 133 firms that were on a County pre-qualified list of consulting firms. Eleven (11) firms submitted proposals, which were carefully reviewed and evaluated by a Selection Committee consisting of County and the California Department of Transportation (Caltrans) representatives. Based on each consultant's expertise, the Selection Committee selected eight (8) firms to be interviewed for the next stage of the selection process.

Of the eight (8) firms interviewed, the Selection Committee determined that the County will be pursuing on-call contracts with the top three (3) ranked full service firms and one (1) cultural specialist firm.

POWER Engineers, Inc. (POWER) has been selected as one of the full service firms to perform environmental services. The County has a need to retain the services from POWER for assistance with delivery of capital projects, including but not limited to projects on Gilman Springs Road and Temescal Canyon Road in addition to the Van Buren Boulevard Widening Project. Services from POWER may be utilized by other TLMA Departments, should the need arise in the future, through coordination with the Transportation Department who is the contract administrator.

The County has negotiated with POWER for staff billing rates to remain fixed through June 30, 2019. This contract is for an annual amount not-to-exceed \$400,000 each fiscal year for up to three (3) years. The terms of the contract provide the County with the option to extend the contract for two (2) additional one (1) year extensions following the close of the initial three (3) year period. Funding for the services provided for each assignment will come from the respective project funds for which the services are being performed.

County Counsel has approved the Agreement as to form.

**Impact on Residents and Businesses**

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

This on-call contract provides the flexibility needed to engage consultants with specific environmental expertise to address critical project needs in the shortest period of time. The use of on-call contracts allows the Transportation Department to deliver projects effectively and efficiently.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

There is no General Fund money associated with this contract 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 POWER for staff billing rates to remain fixed through June 30, 2019. The billing rates in this contract are within the range of acceptable industry practice for environmental services and are consistent with other firms providing similar services.

**ATTACHMENTS:**

Environmental On-call Services Contract

Contract No. 16-09-001  
Riverside County Transportation Department

## **ENVIRONMENTAL SERVICES CONTRACT**

for

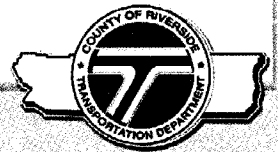
**On-Call Environmental Services**

between

**County of Riverside • Transportation Department**

and

**POWER Engineers, Inc.**



NOV 08 2016 3-23



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**ENVIRONMENTAL ON-CALL SERVICES CONTRACT**

COUNTY OF RIVERSIDE, hereinafter referred to as "COUNTY", and POWER Engineers, Inc., hereinafter referred to as "CONSULTANT", located at the following addresses:

|   |                               |
|---|-------------------------------|
| County of Riverside • Transportation Department | POWER Engineers, Inc.         |
| 4080 Lemon Street, 8 <sup>th</sup> Floor        | 731 East Ball Road, Suite 100 |
| Riverside, CA 92501                             | Anaheim, CA 92805             |

do hereby agree as follows:

**ARTICLE I • DESIGNATED CONTACTS**

Coordination of CONSULTANT, and COUNTY activities shall be accomplished through an ENVIRONMENTAL CONTRACT MANAGER, and a COUNTY CONTRACT ADMINISTRATOR. The County of Riverside Transportation Department administers the contract on behalf of the COUNTY.

The ENVIRONMENTAL CONTRACT MANAGER for the CONSULTANT shall be:

Court Morgan

The COUNTY CONTRACT ADMINISTRATOR for COUNTY shall be:

Russell Williams, Transportation Department- Environmental Division Manager, or his designee

**ARTICLE II • DEFINITION OF TASK ORDERS**

Services provided under this contract will be performed on an on-call basis to the COUNTY for transportation and/or development related work assignments located throughout the COUNTY. CONSULTANT shall furnish all technical and professional services including labor, material, equipment, transportation, supervision, and expertise to fully and adequately perform the services generally described in Appendix A, Scope of Services, and more specifically described in Task Orders to be negotiated and executed in the future as services are required.

Task Orders shall be initiated at the request of the COUNTY CONTRACT ADMINISTRATOR. CONSULTANT and/or COUNTY shall prepare a written scope of work and schedule for each Task Order. CONSULTANT and COUNTY shall negotiate and establish a budget that is consistent with the scope of work and the CONSULTANT's billing rates. Each Task Order shall be memorialized in writing and approved by the Director of Transportation, hereinafter referred to as "Transportation Director" and by the ENVIRONMENTAL CONTRACT MANAGER or authorized designee's. All agents or subcontractors of CONSULTANT doing work for COUNTY shall sign an Independent Contractor Agreement, in a form prescribed by COUNTY, acknowledging their status as independent contractors before commencing any work for COUNTY pursuant to this contract or any Task Order. All services and deliverables associated with the performance and accomplishment of the covenants

described in approved Task Orders is hereinafter collectively referred to as the "TASK ORDERS".

### **ARTICLE III • COOPERATIVE AGENCIES**

#### **A. Lead Agency**

COUNTY may be working cooperatively with other agencies in the effort to complete TASK ORDERS 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, Caltrans and/ or AGENCIES practices, regulations, policies, procedures, manuals and standards including compliance with Federal Highway Administration requirements. 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 affected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed to the attention of the ENVIRONMENTAL CONTRACT MANAGER or the COUNTY CONTRACT ADMINISTRATOR at the respective addresses provided on page one of this contract.

#### **B. Assignment**

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

#### **C. Subcontracts**

1. Nothing contained in this contract or otherwise, shall create any contractual relation between COUNTY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from COUNTY'S obligation to make payments to

the CONSULTANT.

2. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by COUNTY's CONTRACT ADMINISTRATOR, except that which is expressly identified in the approved Cost Proposal.
3. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by COUNTY.
4. Any substitution of subconsultant(s) must be approved in writing by COUNTY's CONTRACT ADMINISTRATOR prior to the start of work by the subconsultant(s).
5. Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
6. Regardless of the subcontract amount, CONSULTANT shall require all of its subcontractors to comply with the terms of this contract listed below in the same manner as required of CONSULTANT:
  - a. The indemnification of the COUNTY,
  - b. Requiring the same insurance of Subcontractors as required of CONSULTANT, and
  - c. Having Subcontractor's insurance name the COUNTY as Additional Insured for each type of insurance where this contract requires CONSULTANT's insurance to name COUNTY as Additional Insured.

**D. Modifications**

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

scope of services and does not require funding in excess of the amount approved for the TASK ORDER.

**E. COUNTY Directives**

CONSULTANT shall receive contract directions and interpretations as to TASK ORDERS from the COUNTY CONTRACT ADMINISTRATOR.

**F. Liability**

1. CONSULTANT has total responsibility for the accuracy and completeness of all data, reports, plans, specifications and estimates prepared under TASK ORDERS 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 CONSULTANT. 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 CONSULTANT of its professional responsibilities or obligations under this contract.
2. The data, maps, technical studies, reports and/or other documents furnished in accordance with the TASK ORDERS shall meet the criteria for acceptance and be a product of neat appearance, well organized, technically and grammatically correct, checked and having the preparer and checker identified. The minimum standard of appearance, organization and contents shall be of similar types produced by COUNTY and AGENCIES. If any work product submitted is not complete and ready for use by COUNTY, it shall be marked "Draft" or similar designation to indicate it is not ready for use by COUNTY. COUNTY expects that all work product not so designated is ready for use.
3. COUNTY and CONSULTANT agree that plans, drawings or other work products prepared by CONSULTANT are for the exclusive use of COUNTY and will be used by COUNTY for the project for which they were specifically designed. CONSULTANT shall not be responsible for use of such plans, drawings or other work products if used on a different project without the written authorization or approval by CONSULTANT.
4. CONSULTANT acknowledges that the data, maps, technical studies, reports and/or other work products may be used by COUNTY for the intended project regardless of any disputes that may develop between CONSULTANT and COUNTY. All data, maps, technical studies, reports or other work product shall be deemed the sole and exclusive property of COUNTY and ownership thereof is irrevocably vested in COUNTY whether the project is executed or not.
5. CONSULTANT, and the agents and employees of CONSULTANT, in the performance of this contract,

shall act in an independent capacity as an independent contractor and not as officers, employees or agents of COUNTY.

6. CONSULTANT has the sole discretion to determine how, when, and where to perform services required to achieve the final result specified in the Scope of Services for an assigned TASK ORDERs subject to TASK ORDERs timelines; however, CONSULTANT shall also make themselves available during regular COUNTY operating hours to fulfill any needed services to complete the TASK ORDER.
7. CONSULTANT has the right to perform services for other clients during the term of this contract as long as such services are not in direct conflict with the services provided to COUNTY.
8. CONSULTANT, and the agents and employees of CONSULTANT, shall not be entitled to and are not eligible for COUNTY employee benefits, including, but not limited to, medical, dental or vision insurance, life insurance, retirement benefits, vacation or sick pay, or any other benefit, or compensation beyond that which is set forth explicitly in this contract.
9. CONSULTANT shall provide and maintain, throughout the term of this contract, their own workspace, tools, equipment and supplies necessary to perform the duties set forth for CONSULTANT under this contract. Notwithstanding the foregoing, COUNTY may, at its sole discretion, and with its prior written consent, provide access to COUNTY facilities, offices or meeting rooms during regular business hours for meetings, conferences or other work of CONSULTANT.

**G. Indemnification and Defense**

1. The CONSULTANT agrees to and shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Departments and Special Districts, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (hereinafter individually and collectively referred to as "Indemnitees") from all liability, including, but not limited to loss, suits, claims, demands, actions, or proceedings caused by any alleged or actual negligence, recklessness, willful misconduct, errors or omissions of CONSULTANT, its directors, officers, partners, employees, agents or representatives or any person or organization for whom CONSULTANT is responsible, arising out of or from the performance of services under this contract. To the extent a loss, suit, claim, demand, action, or proceeding is based on actual or alleged acts or omissions of CONSULTANT, which are not professional services, CONSULTANT shall indemnify Indemnitees whether or not CONSULTANT is negligent.
2. CONSULTANT further agrees to and shall indemnify and hold harmless the County of Riverside, its

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 CONSULTANT 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 TASK  
7 ORDER.

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

#### 26 **H. Quality Control**


27 CONSULTANT shall implement and maintain the following quality control procedures during the  
28 preparation of work products prepared under this contract. CONSULTANT shall have a quality control  
29 plan in effect during the entire time services are being performed under this contract. The plan shall  
establish a process whereby work products are independently reviewed for accuracy, legibility,

1 compliance with applicable standards and regulations, and comprehensibility and all job related  
2 correspondence and memoranda routed and received by affected persons and then bound in appropriate  
3 job file (s). Evidence that the quality control plan is functional may be requested by the COUNTY  
4 CONTRACT ADMINISTRATOR. All work products submitted to the COUNTY CONTRACT  
5 ADMINISTRATOR for review shall be marked clearly as being fully checked and that the preparation of  
6 the material followed the quality control plan established for the work.

7 **I. Extra Work**

- 8 1. CONSULTANT shall not perform Extra Work until receiving written authorization from the COUNTY  
9 CONTRACT ADMINISTRATOR.
- 10 2. In the event that COUNTY directs CONSULTANT to provide services constituting Extra Work, COUNTY  
11 shall provide extra compensation to the CONSULTANT through the approval of a separate TASK  
12 ORDER package. Allowable compensation for approved extra work will be based on the provisions of the  
13 approved TASK ORDER.
- 14 3. In the event the Extra Work exceeds the annual maximum budget amount authorized under the terms of  
15 this contract, an amendment to this contract providing for such compensation for Extra Work shall be  
16 issued by COUNTY to CONSULTANT. Such Amendment shall not be effective until executed by both  
17 parties.

18 **J. Disputes**

- 19 1. In the event of a dispute or objection over work requested by COUNTY pursuant to this contract,  
20 CONSULTANT agrees to first consult with COUNTY CONTRACT ADMINISTRATOR regarding the  
21 dispute or objection and to take all appropriate action to protect the interests of COUNTY and the  
22 PROJECT, including promptly complying with COUNTY requests when time is of the essence.
- 23 2. Any controversy or claim arising out of or relating to this contract which cannot be resolved by mutual  
24 agreement may be settled by arbitration in accordance with the rules of the American Arbitration  
25 Association, provided that the parties mutually agree to submit to arbitration.
- 26 3. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not  
27 disposed of by agreement, shall be reviewed by COUNTY'S Chief Financial Officer.
- 28 4. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by  
29 COUNTY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in  
writing.
- 



5. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONSULTANT from full and timely performance in accordance with the terms of the contract.

**K. Termination Cause**

1. COUNTY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
2. In the event of termination of the contract, upon demand, CONSULTANT shall deliver to COUNTY all field notes, surveys, studies, reports, plans, drawings, specifications, and all other materials and documents prepared by or provided to CONSULTANT in the performance of this contract. All such documents and materials shall be property of COUNTY.
3. In the event that this contract is terminated, CONSULTANT is entitled to full payment for all services performed up to the time written notice of contract cancellation is received by CONSULTANT. Payment shall be made for services performed to date based upon the percentage ratio that the basic services performed bear to the services contracted for, less payments made to date; plus any amount for authorized, but unpaid, extra work performed and costs incurred.
4. The maximum amount for which the COUNTY shall be liable if this contract is terminated is \$400,000 dollars.

**L. Termination for Lack of Performance**

COUNTY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this contract with CONSULTANT, COUNTY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

**M. Insurance**

Without limiting or diminishing the CONSULTANT'S obligation to indemnify or hold the COUNTY harmless, CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this contract. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special

Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

1. Workers' Compensation:

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

2. Commercial General Liability:

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

3. Vehicle Liability:

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

4. Professional Liability:

CONSULTANT shall maintain Professional Liability Insurance providing coverage for the CONSULTANT's performance of work included within this contract, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONSULTANT's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this contract and CONSULTANT shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this contract; or 3)

demonstrate through Certificates of Insurance that CONSULTANT has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

5. General Insurance Provisions - All lines:

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

of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

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

**N. Conflict of Interest**

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

requested to do so by COUNTY.

2. CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow.
3. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
4. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
5. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.
6. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

**O. Legal Compliance**

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

**P. Nondiscrimination**

1. During the performance of this contract, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing

Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

2. CONSULTANT will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by COUNTY or AGENCIES to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to COUNTY or the Federal Highway Administration as appropriate and shall set forth what efforts he has made to obtain the information.
3. In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this contract, COUNTY shall impose such contract sanctions as it determines to be appropriate, including, but not limited to:
  - Withholding of payments to CONSULTANT under the contract until CONSULTANT complies;
  - Cancellation, termination, or suspension of the contract in whole or in part.
4. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.
5. The CONSULTANT shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
6. The CONSULTANT, with regard to the work performed by it during the Contract shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin,

1 religion, sex, age, or disability in the selection and retention of subconsultants, including procurement of  
2 materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in  
3 the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment  
4 practices when the Agreement covers a program whose goal is employment.

- 5 7. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of  
6 perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with,  
7 the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California  
8 Administrative Code, Section 8103.

9 **Q. Labor Code and Prevailing Wages**

- 10 1. Certain Classifications of Labor under this contract may be subject to prevailing wage requirements.
- 11 2. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in  
12 accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and  
13 ordinances applicable to the work.
- 14 3. Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with  
15 Section 1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here  
16 set forth in full. The parties recognize that said Chapter 1 deals, among other things with discrimination,  
17 penalties and forfeitures, their disposition and enforcement, wages, working hours, and securing worker's  
18 compensation insurance and directly affect the method of prosecution of the work by CONSULTANT and  
19 subject it under certain conditions to penalties and forfeitures. Execution of the contract by the parties  
20 constitutes their agreement to abide by said Chapter 1, their stipulation as to all matters which they are  
21 required to stipulate as to by the provisions of said Chapter 1, constitutes CONSULTANT's certification  
22 that he is aware of the provisions of said Chapter 1 and will comply with them and further constitutes  
23 CONSULTANT's certification as follows: "I am aware of the provisions of Section 3700 of the California  
24 Labor Code which require every employer to be insured against liability for worker's compensation or to  
25 undertake self-insurance in accordance with the provisions of that Code, and I will comply with such  
26 provisions before commencing the performance of the work of this contract."
- 27 4. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem  
28 wages applicable to the work, and for holiday and overtime work, including employer payments for health  
29 and welfare, pension, vacation, and similar purposes, in the county in which the work is to be done have  
been determined by the Director of the California Department of Industrial Relations. These wages are

available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov>.

5. Should a portion of the project contain Federal funding, Federal minimum wages shall be used. The Federal minimum wage rates for this project as determined by the United States Secretary of Labor are available from the U.S Department of Labor, Employment Standards Administration, Wage and Hour Division's Internet website at <http://www.access.gpo.gov/davisbacon>. If there is a difference between the minimum wage rates determined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the CONSULTANT and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the CONSULTANT and subcontractors, the CONSULTANT and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.
6. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.
7. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

**R. Review and Inspection**

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

**S. Record Retention / Audits**

1. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available



at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, COUNTY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

2. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by COUNTY CONTRACT ADMINISTRATOR to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

**T. Rebates, Kickbacks, or Other Unlawful Consideration**

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

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

1. CONSULTANT certifies to the best of his or her knowledge and belief that:
  - a. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or

employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

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

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

3. CONSULTANT also agrees by signing this contract that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

#### **V. Ownership of Data**

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

#### **W. Confidentiality of Data**

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

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

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

**X. 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 TASK ORDERS. In addition, this contract is subjected to any additional restrictions, limitations, conditions or any statute enacted by Congress, State Legislature or COUNTY that may affect the provisions, terms or funding of this contract in any manner.
3. It is mutually agreed that if sufficient funds for the program are not appropriated, this contract will be amended or terminated to reflect any reduction in funds.

**Y. Debarment and Suspension Certification**

1. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to COUNTY.

2. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
3. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

#### **ARTICLE V • PERFORMANCE**

##### **A. Performance Period**

1. This contract shall go into effect on November 8, 2016, contingent upon approval by COUNTY, and CONSULTANT shall commence work after notification to proceed by COUNTY CONTRACT ADMINISTRATOR. The contract shall end on June 30, 2019, unless extended by contract amendment.
2. CONSULTANT 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. The period of performance for each specific project shall be in accordance with the TASK ORDER for that project. If work on a TASK ORDER is in progress on the expiration date of this contract, the terms of the contract shall be extended by contract amendment.
4. CONSULTANT shall perform TASK ORDER 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 TASK ORDER.
5. The period of performance for TASK ORDERS shall be in accordance with dates specified in the TASK ORDER. No TASK ORDER will be written which extends beyond the expiration date of this contract.
6. Where CONSULTANT 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.
7. When COUNTY determines that CONSULTANT has satisfactorily completed the TASK ORDER services, COUNTY may give CONSULTANT a written Notice of Final Acceptance. CONSULTANT shall not incur any further costs hereunder unless so specified in the Notice of Final Acceptance. CONSULTANT may request a Notice of Final Acceptance determination when, in its opinion, it has satisfactorily completed all covenants as stipulated in this contract.
8. Time is of the essence in this contract.

**B. Time Extensions**

1. Any delay in providing TASK ORDER services required by this contract occasioned by causes beyond the control and not due to the fault or negligence of CONSULTANT, shall be the reason for granting an extension of time for the completion of the aforesaid work. When such delay occurs, CONSULTANT shall promptly notify COUNTY in writing of the cause and of the extent of the delay whereupon COUNTY shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the work when, in COUNTY's judgment, their findings of fact justify such an extension of time.
2. COUNTY's findings of fact shall be final and conclusive to the parties hereto. However, this is not intended to deny CONSULTANT its civil legal remedies in the event of a dispute.
3. TASK ORDERS may not be used to amend this Contract and may not exceed the scope of work under this Contract

**C. Reporting Progress**

1. As part of the monthly invoice CONSULTANT shall submit to a progress report in accordance with COUNTY Environmental Services Progress Reporting Guidelines. Progress Reports shall indicate the progress achieved during the previous month in relation to the Schedule of Services. Submission of such progress report by CONSULTANT shall be a condition precedent to receipt of payment from COUNTY for each monthly invoice submitted.
2. To ensure understanding and performance of the contract objectives, meetings between COUNTY, AGENCIES, and CONSULTANT shall be held as often as deemed necessary. All work objectives, CONSULTANT's work schedule, the terms of the contract and any other related issues will be discussed and/or resolved. CONSULTANT shall keep minutes of meetings and distribute copies of minutes as appropriate.

**D. Evaluation of CONSULTANT**

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

**ARTICLE VI • COMPENSATION**

**A. Work Authorization**

1. CONSULTANT shall not commence performance of work or services until this contract has been approved by COUNTY and notification to proceed has been issued by COUNTY CONTRACT ADMINISTRATOR. No payment will be made prior to approval or for any work performed prior to approval of this contract.

2. A TASK ORDER is of no force or effect until returned to COUNTY and signed by an authorized representative of COUNTY. No expenditures are authorized on a project and work shall not commence until a TASK ORDER for that project has been executed by the COUNTY.

**B. Basis of Compensation**

1. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANT's Cost Proposal in Appendix C. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.
2. The total amount payable by COUNTY for an individual TASK ORDER shall not exceed the amount agreed to in the TASK ORDER.
3. The total amount payable by COUNTY for all TASK ORDERS resulting from this contract if awarded for all five (5) years shall not exceed \$2,000,000. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through TASK ORDERS.
4. Specific projects will be assigned to CONSULTANT through issuance of TASK ORDERS.
5. After a project to be performed under this contract is identified by COUNTY, COUNTY will prepare a draft TASK ORDER; less the cost estimate. A draft TASK ORDER will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a COUNTY Project Coordinator. The draft TASK ORDER will be delivered to CONSULTANT for review. CONSULTANT shall return the draft TASK ORDER within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized TASK ORDER shall be signed by both COUNTY and CONSULTANT.
6. TASK ORDERS may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's Cost Proposal.
7. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
8. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the COUNTY CONTRACT

ADMINISTRATOR before exceeding such estimate.

9. Prior authorization in writing, by COUNTY's CONTRACT ADMINISTRATOR shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
10. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by COUNTY's CONTRACT ADMINISTRATOR; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
11. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
12. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed TASK ORDER.
13. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
14. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
15. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit

to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to COUNTY.

16. CONSULTANT also agrees to comply with Federal procedures in accordance with Office of Management and Budget Circular A-102, Uniform Administrative Requirements for Grants-in-Aid to State and Local Governments.

17. In the event of errors or omissions in any work product, CONSULTANT shall perform the necessary environmental services required to correct such errors and omissions without additional charge to COUNTY.

18. All subcontracts in excess of \$25,000 shall contain the above provisions.

**C. Progress Payments**

1. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY'S CONTRACT ADMINISTRATOR of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each TASK ORDER. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the TASK ORDER. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and TASK ORDER number. Credits due to the COUNTY that include any equipment purchased under the provisions of Article VI, Compensation of this contract, must be reimbursed by CONSULTANT prior to the expiration or termination of this contract. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

TLMA Accounts Payable

Russell Williams, Transportation Department- Environmental Division Manager or designee

PO BOX 1605

Riverside, CA 92502

2. CONSULTANT shall submit separate invoices for each TASK ORDER in accordance with Appendix C, Budget, the executed TASK ORDER, and in accordance with COUNTY Environmental Services Invoicing Procedures.

3. Progress payments for each TASK ORDER will be made monthly in arrears based on services provided and actual costs incurred.

4. Invoices shall be submitted to the COUNTY CONTRACT ADMINISTRATOR.



1 5. Payments will be made as promptly as fiscal procedures will permit upon receipt by the COUNTY  
2 CONTRACT ADMINISTRATOR of itemized invoices.

3 6. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a  
4 TASK ORDER, no payment will be made until the deliverable has been satisfactorily completed.

5 **ARTICLE VII • GIS INFORMATION**

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

9 B. CONSULTANT acknowledges that the unauthorized use, transfer, assignment, sublicensing, or disclosure of  
10 the GIS information, documentation, or copies thereof will substantially diminish their value to COUNTY.  
11 CONSULTANT acknowledges and agrees that COUNTY GIS information is a valuable proprietary product,  
12 embodying substantial creative efforts, trade secrets, and confidential information and ideas. COUNTY GIS  
13 information is and shall remain the sole property of COUNTY; and there is no intention of COUNTY to transfer  
14 ownership of COUNTY GIS information.

15 C. COUNTY GIS information is made available to CONSULTANT solely for use in the normal course of  
16 CONSULTANT's business to produce reports, analysis, maps and other deliverables only for this contract and  
17 as described within the Scope of Services or authorized TASK ORDERS.

18 D. CONSULTANT agrees to indemnify and hold harmless COUNTY, its officers, employees and agents from any  
19 and all liabilities, claims, actions, losses or damages relating to or arising from CONSULTANT's use of  
20 COUNTY GIS information.

21 E. GIS information cannot be used for all purposes; and GIS information may not be complete for all purposes.  
22 Additional investigation or research by CONSULTANT into other sources will be required. GIS information is  
23 intended only as an information base and is not intended to replace any legal records. COUNTY has used  
24 and will continue to use its best efforts to correctly input into COUNTY GIS the information contained in  
25 various legal and other records; but COUNTY accepts no responsibility for any conflict with actual legal  
26 records or for information not transferred from legal records to COUNTY GIS. COUNTY has attempted to  
27 update GIS information as often as is practically feasible. However, CONSULTANT should be aware that GIS  
28 information may not be current and changes or additions to the information contained in COUNTY GIS may  
29 not yet be reflected in COUNTY GIS.

F. COUNTY accepts no responsibility for the use of GIS information; and COUNTY provides no warranty for the

1 use of COUNTY GIS or COUNTY GIS information by CONSULTANT. THE WARRANTIES SPECIFICALLY  
2 SET FORTH IN THIS CONTRACT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED,  
3 INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE;  
4 AND SUCH OTHER WARRANTIES ARE HEREBY EXCLUDED.

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



ARTICLE VIII • APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:



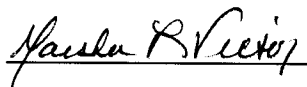
Dated: 10/13/16

PATRICIA ROMO

Director of Transportation

APPROVED AS TO FORM:

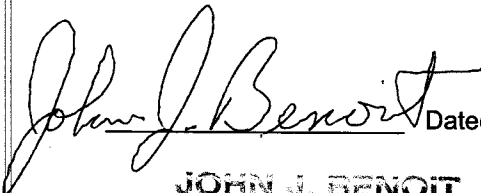
GREGORY P. PRIAMOS, COUNTY COUNSEL



Dated: 10/25/16

By Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

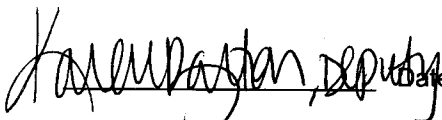


Dated: NOV 08 2016

JOHN J. BENOIT  
PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:



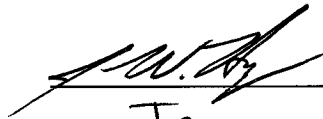
Dated: NOV 08 2016

KECIA HARPER-IHEM

Clerk of the Board (SEAL)

CONSULTANT Approvals

CONSULTANT:



Dated: 9-23-16

James Haynes  
PRINTED NAME

CAO  
TITLE

CONSULTANT:



Dated: 9/23/16

Bret Moffett  
PRINTED NAME

CEO and President  
TITLE

**APPENDIX A • ARTICLE AI • INTRODUCTION**

**A. DESCRIPTION**

Services provided under this contract will be performed on an on-call basis to the COUNTY for work assignments located throughout the COUNTY. CONSULTANT will provide technical, administrative, managerial and other types of services in support of COUNTY operations.

**B. COORDINATION**

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

- Relevant Cities
- CALTRANS
- Regional Water Quality Control Board
- Federal Highway Administration
- Federal and State Resource Agencies
- Other County Agencies
- Native American Tribes

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

**C. STANDARDS**

Documents shall be prepared in accordance with current CALTRANS regulations, policies, procedures, manuals and standards including compliance with California Department of Transportation (Caltrans) and Federal Highway Administration (FHWA) requirements and/or COUNTY Standards as appropriate. Caltrans guidelines for the technical studies and the environmental document will follow the guidance available as of contract date.

**1. Environmental**

The procedures to be followed and the content of the environmental surveys, environmental technical reports and environmental documents are set forth in CALTRANS Project Development Procedures Manual (PDPM), CALTRANS Environmental Handbook, CALTRANS Transportation Laboratory technical manuals for environmental studies, FHWA's Technical Advisory T6640.8A and on CALTRANS Standard Environmental

Reference (SER) at the CALTRANS website.

Federal and State requirements for environmental analysis and impact assessment, as set forth in the National Environmental Policy Act (NEPA), the California Environmental Quality Act (CEQA) and other applicable Federal and State regulations, must be satisfied.

2. Project Files

Project files shall be indexed in accordance with CALTRANS Project Development Uniform File System.

**D. KEY PERSONNEL**

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

| Name             | Position  |
|------------------|---|
| Court Morgan     | Environmental Contract Manager                                  |
| Tanya Bilezikjan | NPDES Compliance/WQMP Preparation (Michael Baker International) |

**ARTICLE AII • PROJECT ADMINISTRATION**

**A. PROJECT MANAGEMENT**

The ENVIRONMENTAL CONTRACT MANAGER will maintain ongoing liaison with the COUNTY CONTRACT ADMINISTRATOR and other effected agencies to promote effective coordination during the course of working on assignment.

**B. COST ACCOUNTING**

The CONSULTANT will prepare monthly reports of expenditures for each on-call assignment. Expenditures include direct labor costs, other direct costs and subconsultant costs. These reports will be included as

supporting data for invoices presented to the COUNTY every month.

**C. SCHEDULING**

Schedules will be prepared for each specific assignment.

**ARTICLE AIII • SCOPE OF WORK**

The scope of work for this contract is to provide environmental services on an on-call basis to the COUNTY for work assignments throughout the COUNTY. The County of Riverside Transportation Department will administer the contract however services can be utilized by other COUNTY departments through coordination with the COUNTY CONTRACT ADMINISTRATOR. Services will be performed at the request of the COUNTY CONTRACT ADMINISTRATOR. CONSULTANT and/or COUNTY shall prepare a written scope of work and schedule for each TASK ORDER. CONSULTANT and COUNTY shall negotiate and establish a budget that is consistent with the scope of work and the CONSULTANT 's billing rates as provided in Appendix C. Each TASK ORDER shall be memorialized in writing and approved by the Transportation Director and by the ENVIRONMENTAL CONTRACT MANAGER or authorized designees. The yearly sum of the authorized budget for CONSULTANT 's TASK ORDERS shall not exceed the maximum annual amount as defined in Appendix C.

The CONSULTANT may be required to provide environmental on-call services that include but are not limited to the following:

**A. ENVIRONMENTAL WORK PRODUCTS**

Preparation of CEQA/NEPA documents

Categorical Exemptions/ Categorical Exclusions

Initial Study/Environmental Assessments

Preliminary Environmental Assessments (PES)

Preliminary Environmental Analysis Report (PEAR)

Environmental Impact Reports/Environmental Impact Statements

Biological

- General Biological – including habitat assessments
- Focused Surveys
- MSHCP Surveys and Compliance
- Wetlands and Jurisdictional Waters Delineations
- Biological Assessments/State and Federal Endangered Species Act Compliance
- Natural Environmental Studies
- Mitigation Plans
  - Preparation of Habitat Mitigation and Monitoring Plan.
  - Mitigation site development meeting regulatory permitting agency requirements.
- Agency Coordination
- Construction Monitoring Documentation and Reporting
- Emergency Project Documentation and Reporting

Cultural

- CEQA and/or NEPA/NHPA – Section 106
- Historic Property Survey Reports
- Archeological Survey Reports
- Historical Resources Evaluation Report
- HABS/HAER
- Bridge Evaluations
- Extended Phase I
- Archaeological Evaluation Report (Phase II)
- Data Recovery Plan (Phase III)
- Construction Monitoring Documentation and Reporting

Paleontological

- Paleontological - Paleontological Identification Report (PIR)
- Paleontological Evaluation Report (PER)
- Paleontological Mitigation Plan (PMP)
- Paleontological Mitigation Report (PMR)
- Paleontological Stewardship Summary (PSS)
- Construction Monitoring Documentation and Reporting

Waters/Streambed Permitting (401/404, 1602, etc.)



*Environmental On-call Services Contract • Scope of Services*

Air Quality Study, Conformity and Greenhouse Gas Analysis

Noise Studies

Community Impact Assessments/Socio-Economic

Location Hydraulics Study/Summary Floodplain Encroachment Report

Farm Land Conversion

Traffic Assessments

Section 4F Evaluation

Visual Impact Assessment

Hazardous Materials/Initial Site Assessments

NPDES Compliance Services for Transportation Projects and/or Operations

- Guidance on, Preparation or Review of NPDES Reporting related to the Construction or Industrial General Permits, any or all of the County's three MS4 Permits, or other NPDES Permits as required.
- Assistance with inspections, annual compliance review and written assessments of Transportation Department Facilities and/or Operations.
- Preparation of Transportation Department Project Specific WQMPs, SWPPPs, Staff Education and Training Materials, and other NPDES documentation as may be required.
- Assistance with Permit interpretation for Transportation Department Projects, Highway Maintenance and Operations.
- Assistance with NPDES training, technical and other regulatory assistance as needed, drafting water quality specifications, creating procedures, or other assistance as required.

Reclamation Plans for Mining Operations

Landscaping/Revegetation/Habitat Restoration

Energy Study

Project Management – including, but not limited to, acting as in house environmental task manger

Extension of Staff- including, but not limited to, acting as in house support staff to County Departments



*Environmental On-call Services Contract • Scope of Services*

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Public Outreach- including, but not limited to, developing project informational exhibits for public's awareness of County projects, organizing special events (public meetings, hearings, groundbreaking) , and conducting outreach to project stakeholder.

GIS Mapping

APPENDIX B • ARTICLE BI • INTRODUCTION

CONSULTANT shall perform the covenants set forth in Appendix A, Scope of Services in accordance with the performance requirements of Article V of this contract and with the following Schedule of Services. If the approval date of this contract precedes June 30, 2016, the duration from the date of contract to June 30, 2017 shall be considered the first year of the agreement. All Covenants set forth in this contract shall be completed by June 30, 2019, unless extended by a supplemental agreement. Extensions, if granted, shall be made in 1 year increments up to a total of two years with Transportation Director's authorization. All authorized TASK ORDERS shall be completed within two years of the final authorized date for approving TASK ORDERS. Deliverables schedules will be prepared for each specific Task Order that CONSULTANT is assigned. Deliverables schedules will be prepared for each specific Task Order that CONSULTANT is assigned.

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

|              |  |   |
|--------------|--|---|
| Contract     | Contract Execution Date to June 30, 2019 | (Requires Board Authorization)  |
| Supplement 1 | July 1, 2019 to June 30, 2020            | (Requires Transportation Director Authorization or authorized designee) |
| Supplement 2 | July 1, 2020 to June 30, 2021            | (Requires Transportation Director Authorization or authorized designee) |

Satisfactory performance and completion of the services under this contract shall be compensated based upon the Fee Schedule outlined below and based on a negotiated budget for each specific TASK ORDER.

COUNTY will compensate CONSULTANT for hours worked by CONSULTANT's staff in performance of the work in accordance with the attached Fee Schedule. Actual costs for a TASK ORDER shall not exceed the estimated costs. If actual costs exceed the estimated costs, a new separate TASK ORDER and associated fee must be authorized for the additional services. The sum of the TASK ORDERS authorized during each year shall not exceed the maximum annual amount.

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

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

##### **A. DIRECT LABOR COSTS**

Direct Labor costs shall be paid in an amount equal to the billing rates provided in ARTICLE CV • BILLING RATES. CONSULTANT shall obtain prior written authorization from COUNTY CONTRACT ADMINISTRATOR on billing rates for staff positions not listed in ARTICLE CV • BILLING RATES.

##### **B. OTHER DIRECT EXPENSES**

Additional Direct Costs, directly identifiable to the performance of the services of this contract, shall be reimbursed at the rates defined in each TASK ORDER, or at actual invoiced cost.

Travel by air and travel in excess of 100 miles from CONSULTANT's office nearest to COUNTY's office must have COUNTY's prior written approval to be reimbursed under this Contract.

##### **C. OUTSIDE SERVICES**

Outside services shall be paid in accordance with the negotiated cost proposal for each TASK ORDER.

#### **ARTICLE CII • INVOICING**

CONSULTANT shall submit invoices in accordance with the Environmental On-Call Services Contract ARTICLE VI • COMPENSATION and with the following requirements.

1. Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by the COUNTY CONTRACT ADMINISTRATOR.
2. Billings for direct labor, other direct expenses and outside services shall be included in CONSULTANT's monthly invoice submittals and shall be in conformance with the COUNTY Environmental On-Call

Services Invoicing Procedures.

3. The charges for each individual assigned under this Contract shall be listed separately.
4. Charges of \$500.00 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation such as invoices, telephone logs, etc. CONSULTANT is not required to submit substantiating documentation for charges (of any one item) below \$500.00. However, CONSULTANT shall retain such documentation ready to present if required by project audits.
5. Each invoice shall bear a certification signed by the ENVIRONMENTAL 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 Environmental Services Contract ARTICLE VI • COMPENSATIONS.

#### ARTICLE CIV • COST PROPOSAL

The total annual amount of services to be performed under this contract is not to exceed \$400,000 unless approved in writing by COUNTY.

##### Annual Budget Amounts...

| Year                                     | Amount    |   |
|--|-----------|---|
| Contract Execution Date to June 30, 2017 | \$400,000 |   |
| July 1, 2017 to June 30, 2018            | \$400,000 |   |
| July 1, 2018 to June 30, 2019            | \$400,000 |   |
| July 1, 2019 to June 30, 2020            | \$400,000 | Requires Transportation Director<br>Approval or authorized designee |
| July 1, 2020 to June 30, 2021            | \$400,000 | Requires Transportation Director<br>Approval or authorized designee |

#### ARTICLE CV • BILLING RATES

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

1 **A. PREMIUM OVERTIME**

2 Billing Rates shall be applicable to both straight time and overtime work, unless payment of a premium for  
3 overtime work is required by law, regulation or craft agreement, or is otherwise specified in this contract. In  
4 such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier.

5 **B. BILLING RATES**

6 Billing Rates shown herein are in effect for three years following the effective date of the contract. Thereafter,  
7 CONSULTANT may request adjustments to individual rates on an annual basis. CONSULTANT shall notify  
8 COUNTY in writing requesting a change in the rates included herein. All adjustments to rates shall be subject  
9 to approval by the Transportation Director, or his designee.









| General Classifications                  | Billing Rate Range  |
|--|---------------------|
| Principal-in-Charge                      | \$321.43 - \$353.58 |
| QA/QC                                    | \$262.97 - \$289.26 |
| Project Manager                          | \$205.52 - \$226.06 |
| Sr. Environmental Planner                | \$171.26 - \$206.07 |
| Visualization Manager                    | \$178.44 - \$196.30 |
| Sr. Biologist                            | \$144.25 - \$177.64 |
| Sr. Cultural Resources                   | \$135.39 - \$148.95 |
| Sr. GIS/Graphics                         | \$134.32 - \$147.76 |
| GIS/Graphics                             | \$123.94 - \$136.34 |
| Work Assignment Mgr./Env. Planner        | \$122.63 - \$134.90 |
| Biologist                                | \$64.66 - \$126.69  |
| Technical Editor                         | \$77.85 - \$112.01  |
| Project Administrator                    | \$82.43 - \$90.67   |
| Technician I                             | \$45.03 - \$76.32   |
| Administrative Assistant/Staff Assistant | \$56.51 - \$73.54   |



|                                 |                                       |                           |
|---------------------------------|---------------------------------------|---------------------------|
| COMPANY:                        | SCOPE OF WORK:                        | DATE:                     |
| <b>Applied EarthWorks, Inc.</b> | <b>On-Call Environmental Services</b> | <b>September 24, 2016</b> |

| STAFF NAME | TITLE | RATE |
|------------|-------|------|
|------------|-------|------|

|                       |   |          |
|-----------------------|---|----------|
| Vanessa Mirro         | Principal Archaeologist                                   | \$194.81 |
| Susan Goldberg        | Principal Archaeologist                                   | \$188.42 |
| Jessica DeBusk        | Principal Paleontologist                                  | \$141.45 |
| Tiffany Clark         | Senior Archaeologist                                      | \$112.48 |
| John Eddy             | Senior Archaeologist                                      | \$102.05 |
| M. Colleen Hamilton   | Senior Architectural Historian / Historical Archaeologist | \$130.92 |
| Michael Mirro         | GIS Manager / Geoarchaeologist                            | \$92.44  |
| Dennis McDougall      | Staff Archaeologist                                       | \$88.16  |
| Nicholas Jew          | Staff Archaeologist                                       | \$86.44  |
| Roberta Thomas        | Staff Archaeologist                                       | \$85.23  |
| Aubrie Morlet         | Staff Architectural Historian / Historical Archaeologist  | \$85.23  |
| Cari Inoway           | Staff Archaeologist / Illustrator                         | \$82.04  |
| Heather Clifford      | Staff Paleontologist                                      | \$79.88  |
| Kholood Abdo-Hintzman | Staff Archaeologist                                       | \$79.88  |
| Joan George           | Staff Archaeologist                                       | \$82.04  |
| Patrick Moloney       | Field Archaeologist                                       | \$69.48  |
| Ken Moslak            | Field Archaeologist                                       | \$64.66  |
| Renee Elder           | Field Archaeologist                                       | \$55.83  |
| Evan Mills            | Field Archaeologist                                       | \$55.83  |
| Suzanne Bircheff      | Administrative Assistant                                  | \$78.84  |
| Grace Ok              | Administrative Assistant                                  | \$78.84  |
| Alexandra Seltzer     | Administrative Assistant                                  | \$44.09  |



| General Classifications              | Billing Rate Range |
|--------------------------------------|--------------------|
| Senior Archaeologist (020)           | \$104.52           |
| Senior Architectural Historian (020) | \$104.52           |
| Staff Archaeologist (024.1)          | \$86.44            |
| Staff Archaeologist (028)            | \$76.93            |
| Field Archaeologist / Monitor (033)  | \$69.48            |
| Field Archaeologist (033)            | \$69.48            |
| Field Archaeologist (034)            | \$66.55            |
| Field Archaeologist (035)            | \$64.66            |
| Field Archaeologist (046)            | \$41.67            |

*Environmental On-Call Services Contract*

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|                                |                                       |                           |
|--------------------------------|---------------------------------------|---------------------------|
| COMPANY:                       | SCOPE OF WORK:                        | DATE:                     |
| <b>Arellano Associates LLC</b> | <b>On-Call Environmental Services</b> | <b>September 24, 2016</b> |

| STAFF NAME | TITLE | RATE |
|------------|-------|------|
|------------|-------|------|



| General Classifcations                      | Billing Rate Range |
|---|--------------------|
| Senior Project Manager                      | \$167.11- \$187.54 |
| Project Manager                             | \$92.84- \$129.89  |
| Senior Project Coordinator                  | \$81.70- \$113.26  |
| Project Coordinator                         | \$50.13- \$51.99   |
| Graphic Designer                            | \$46.42            |
| Assistant Project Coordinator/Support Staff | \$26.00- \$38.99   |

*Environmental On-Call Services Contract*

**C-9**







| General Classifications       | Billing Rate Range |
|-------------------------------|--------------------|
| Senior Associate              | \$205.94           |
| Technician                    | \$97.12            |
| Intern                        | \$69.87            |
| Senior Engineering Technician | \$157.73           |
| Senior Engineer/Planner       | \$118.29           |
| Administrative Support        | \$78.13            |

*Environmental On-Call Services Contract*

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|                                    |                                       |                           |
|------------------------------------|---------------------------------------|---------------------------|
| COMPANY:                           | SCOPE OF WORK:                        | DATE:                     |
| <b>Leopold Biological Services</b> | <b>On-Call Environmental Services</b> | <b>September 24, 2016</b> |

| STAFF NAME | TITLE | RATE |
|------------|-------|------|
|------------|-------|------|

|                  |                                 |         |
|------------------|---------------------------------|---------|
| Christine Harvey | Senior Biologist                | \$84.67 |
| Christine Harvey | Associate Environmental Planner | \$79.37 |
| T.C. Hyde        | Associate Environmental Planner | \$79.37 |
| Christine Harvey | Construction Monitor            | \$91.42 |
| T.C. Hyde        | Associate Biologist             | \$79.37 |



| General Classifcations          | Billing Rate Range |
|---------------------------------|--------------------|
| Senior Biologist                | \$84.67-\$96.70    |
| Associate Environmental Planner | \$79.37-\$91.40    |
| Construction Monitor            | \$91.42-\$103.45   |
| Associate Biologist             | \$79.37-\$91.40    |

*Environmental On-Call Services Contract*

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| BILLING RATES WORKSHEET                    |                                |                    |
|--|--------------------------------|--------------------|
| COMPANY:                                   | SCOPE OF WORK:                 | DATE:              |
| Michael Baker International, Inc.          | On-Call Environmental Services | September 24, 2016 |
| BILLING RATES                              |                                |                    |
| STAFF NAME                                 | TITLE                          | RATE               |
| Glenn Lajoie, AICP                         | Senior Principal               | \$291.97           |
| Eddie Torres, INCE                         | Environmental Sciences Manager | \$199.27           |
| Cathy Johnson, RLA                         | Landscape Architect            | \$145.68           |
| Alan Ashimine                              | Project Manager                | \$187.53           |
| Achilles Malisos                           | Technical Manager              | \$128.96           |
| Kristen Bogue                              | Technical Manager              | \$128.96           |
| Ryan Chiene                                | Environmental Analyst          | \$85.53            |
| Alesia Hsiao                               | Environmental Analyst          | \$81.93            |
| Faye Stroud                                | Graphics                       | \$145.02           |
| Linda Bo                                   | Editor/Word Processor          | \$90.34            |
| Renee Gleason-Hoppe                        | Project Planner                | \$110.25           |
| Travis McGill                              | Biologist                      | \$125.22           |
| Pat Angell                                 | Principal                      | \$258.01           |
| Kit Custis                                 | Geologist                      | \$287.79           |
| John McCarthy, P.E., CFM                   | Technical Manager              | \$303.02           |
| Tanya Bilezikjian, P.E.                    | Technical Manager              | \$188.53           |
| Todd Pitner, P.E.                          | Project Manager                | \$159.12           |
| Ashley Betance-Kearns                      | Civil Associate                | \$87.49            |
| Tom Battaile                               | Civil Associate                | \$97.59            |
| Andrew Sidor, P.E.                         | Civil Engineer                 | \$118.43           |
| Dan Apt, CPESC, CPSWQ                      | Technical Manager              | \$186.98           |
| Dave Mercier, CPESC, LEED AP, QSP/QSD, ToR | Technical Manager              | \$173.80           |
| Howard Barndt, P.E.                        | Technical Manager              | \$200.36           |
| Rebecca Kinney, P.E.                       | Technical Manager              | \$170.63           |
| Mujahid Chandoo, P.E.                      | Senior Engineer                | \$139.00           |
| Jereme Hohnbaum, P.E., QSD/QSP, LEED AP    | Senior Engineer                | \$138.69           |
| Zachary Synder                             | Civil Associate                | \$86.54            |
| Andrew Price                               | Civil Associate                | \$83.78            |
| Jenny Mital                                | Civil Associate                | \$84.67            |
| Nicholas Zamarripa                         | Civil Associate                | \$88.73            |



| General Classifications    | Billing Rate Range  |
|----------------------------|---------------------|
| Senior Principal           | \$245.00 - \$285.00 |
| Program Manager            | \$168.00 - \$245.00 |
| Senior Project Manager     | \$164.00 - \$245.00 |
| Project Manager            | \$156.00 - \$235.00 |
| Senior Engineer            | \$152.00 - \$225.00 |
| Biologist                  | \$135.00 - \$195.00 |
| Landscape Architect        | \$140.00 - \$235.00 |
| Senior GIS Analyst         | \$152.00 - \$205.00 |
| Project Engineer           | \$152.00 - \$205.00 |
| Project Planner            | \$152.00 - \$205.00 |
| Environmental Specialist   | \$130.00 - \$175.00 |
| Design Engineer            | \$135.00 - \$168.00 |
| GIS Analyst                | \$125.00 - \$164.00 |
| Designer/Planner           | \$110.00 - \$152.00 |
| Project Coordinator        | \$104.00 - \$135.00 |
| Graphic Artist             | \$70.00 - \$125.00  |
| Environmental Analyst      | \$93.00 - \$135.00  |
| Assistant Engineer/Planner | \$84.00 - \$112.00  |
| Office Support/Clerical    | \$70.00 - \$93.00   |







NOREAS

| General Classifications                                   | Billing Rate Range  |
|---|---------------------|
| Project Director  | \$133.46 - \$177.94 |
| Project Manager   | \$97.87 - \$133.46  |
| GIS / Technical Lead                                      | \$97.87 - \$124.56  |
| Herpetology / Technical Lead                              | \$97.87 - \$124.56  |
| Botany, Herpetology & Ornithology / Technical Lead        | \$88.97 - \$115.66  |
| Botany / Technical Lead                                   | \$88.97 - \$115.66  |
| Entomology & Wildlife / Technical Lead                    | \$88.97 - \$115.66  |
| Mammalogy & Wildlife / Technical Lead                     | \$88.97 - \$115.66  |
| Senior Restoration Ecologist / Wildlife Biologist         | \$88.97 - \$115.66  |
| Senior Regulatory Specialist / Ornithologist              | \$88.97 - \$115.66  |
| Senior Regulatory Specialist                              | \$80.07 - \$106.76  |
| Senior Biologist / Restoration Ecologist                  | \$80.07 - \$106.76  |
| Senior Biologist  | \$80.07 - \$106.76  |
| Biologist   | \$53.38 - \$88.97   |
| Biologist / Restoration Ecologist / GIS                   | \$53.38 - \$88.97   |
| Biologist / Botanist / Restoration Ecologist              | \$53.38 - \$88.97   |
| Biologist / Botanist / Restoration Ecologist              | \$44.49 - \$71.18   |
| Associate Biologist / Regulatory Specialist / GIS Support | \$44.49 - \$71.18   |



COMPANY:

**SCOPE OF WORK:**

DATE: \_\_\_\_\_

September 24, 2016

[illegible]



| General Classifications                                     | Billing Rate Range  |
|---|---------------------|
| Officer   | \$245.81 - \$345.02 |
| Principal*  | \$170.29 - \$296.14 |
| Senior*   | \$119.20 - \$193.39 |
| Project*  | \$91.08 - \$134.01  |
| Staff*  | \$74.04 - \$96.25   |
| Technician  | \$55.44 - \$129.73  |
| Drafting  | \$84.39 - \$148.09  |
| Project Support (Technical Editing/Database Management/GIS) | \$74.04 - \$134.75  |
| Word Processing/Document Production                         | \$61.60 - \$94.03   |

*Environmental On-Call Services Contract*

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\*Principal, Senior, Project, Staff include, but are not limited to, the following:  
Geologist, Hydrogeologist, Scientist, Engineer, Biologist, Manager, Risk Assessor,  
Construction Manager.



