

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



ITEM  
3.42  
(ID # 9616)

MEETING DATE:

Tuesday, June 25, 2019

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:

Approval of the Engineering Services Agreement by and between the County of Riverside and Ninyo & Moore for On-Call Geotechnical and Material Testing Services for FY 19/20-21/22. All Districts. [Annual \$350,000, Total \$1,050,000 - Capital Funds and Deposit Based Fees 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Engineering Services Agreement by and between the County of Riverside and Ninyo & Moore for On-Call Geotechnical and Material Testing Services for Fiscal Years 19/20-21/22 and authorize the Chairman of the Board to execute the same;
2. Authorize the Director of Transportation to approve future time extensions for Fiscal Years 22/23-23/24, as provided for in the agreement; and
3. Authorize the Director of Transportation to approve no-cost time extensions to complete on-going tasks.

ACTION: Policy


  
Patricia Romo, Director of Transportation 6/29/2019

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MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: June 25, 2019  
xc: Transp.

Kecia Harper  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 350,000	\$ 350,000	\$ 1,050,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Capital Funds and Deposit Based Fees (100%) There are no General Funds used on this project.			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b> 19/20 – 21/22	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The County of Riverside Transportation Department (Transportation Department) requires outside geotechnical and material testing services to deliver many road improvement projects identified and funded in the Transportation Improvement Program (TIP) and to meet the demands of the development community.

The Transportation Department issued a Request for Qualifications in compliance with the California Department of Transportation (Caltrans) Local Assistance Procedures Manual. Seventeen (17) firms submitted qualifications and the top eight (8) ranked firms, based upon an evaluation of the proposals, were invited to interview. The written proposals and interviews were evaluated by representatives of Caltrans and the Transportation Department.

Ninyo & Moore was selected as one of the top ranked firms to provide services on an “as-needed” basis, estimated at a not to exceed amount of \$350,000 annually for a period of three years. The terms of the contract provide the County with the option to extend the contract for two (2) additional one (1) year periods following the close of the initial three (3) year period. The contract and rates for services were developed through negotiations between Ninyo & Moore and the Transportation Department. This on-call contract includes State requirements in order to maximize flexibility for use on State funded projects. Additional contracts with three other engineering firms to provide geotechnical and material testing on-call services will be on a separate agenda item. Entering into contracts with four different firms allows for the greatest flexibility in managing the Transportation Department’s workload.

**Impact on Residents and Businesses**

This On-Call contract provides the flexibility needed to engage consultants in providing additional geotechnical and materials testing services necessary to deliver critical TIP projects and to meet the demands of the development community.

**Additional Fiscal Information**

All associated contract cost will be funded using Deposit Based Fees, Local or State Funds. No General Funds will be used for this contract.

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

<u>Contract Term</u>	<u>Annual Budget (not to exceed)</u>
FY 19/20	\$350,000
FY 20/21	\$350,000
FY 21/22	\$350,000
FY 22/23	\$350,000 (requires approval by Director of Transportation)
FY 23/24	\$350,000 (requires approval by Director of Transportation)

**Contract History and Price Reasonableness**

The Transportation Department has negotiated billing rates with Ninyo & Moore and they are within range of acceptable industry practice for engineering services.

**ATTACHMENT:**

Ninyo & Moore On-Call Geotechnical and Materials Testing Services Agreement



Jason Farin, Senior Management Analyst

6/19/2019



Gregory L. Priamos, Director County Counsel

6/13/2019

Contract No.:	19-03-010
Termination Date:	June 30, 2024
Amount Authorized:	\$350,000/year x 5
State Funding:	<input type="checkbox"/> <input checked="" type="checkbox"/>

## ON-CALL SERVICES AGREEMENT

for

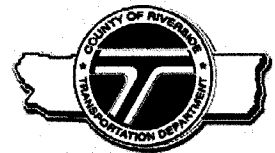
**Geotechnical and Materials Testing**

between

**County of Riverside • Transportation Department**

and

**Ninyo & Moore**



JUN 25 2019 3.42

## Table of Contents

ARTICLE I INTRODUCTION .....	1
ARTICLE II CONSULTANT'S REPORTS OR MEETINGS .....	2
ARTICLE III STATEMENT OF WORK.....	2
ARTICLE IV PERFORMANCE PERIOD.....	2
ARTICLE V ALLOWABLE COSTS AND PAYMENTS.....	2
ARTICLE VI TERMINATION.....	4
ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS.....	4
ARTICLE VIII RETENTION OF RECORDS/AUDIT.....	5
ARTICLE IX AUDIT REVIEW PROCEDURES.....	5
ARTICLE X SUBCONTRACTING.....	6
ARTICLE XI EQUIPMENT PURCHASE.....	6
ARTICLE XII STATE PREVAILING WAGE RATES.....	7
ARTICLE XIII CONFLICT OF INTEREST.....	8
ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION.....	8
ARTICLE XV PROHIBITION OF EXPENDING COUNTY STATE OR FEDERAL FUNDS FOR LOBBYING.....	8
ARTICLE XVI STATEMENT OF COMPLIANCE .....	9
ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION .....	10
ARTICLE XVIII FUNDING REQUIREMENTS.....	11
ARTICLE XIX CHANGE IN TERMS .....	11
ARTICLE XX CONTINGENT FEE .....	11
ARTICLE XXI DISPUTES .....	12
ARTICLE XXII INSPECTION OF WORK.....	12
ARTICLE XXIII SAFETY .....	12
ARTICLE XXIV INDEMNIFICATION AND INSURANCE.....	13
ARTICLE XXV OWNERSHIP OF DATA.....	17
ARTICLE XXVI CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR.....	17
ARTICLE XXVII CONFIDENTIALITY OF DATA.....	18
ARTICLE XXVIII NATIONAL LABOR RELATIONS BOARD CERTIFICATION .....	18
ARTICLE XXIX LEGAL COMPLIANCE .....	18
ARTICLE XXX EVALUATION OF CONSULTANT .....	19
ARTICLE XXXI RETENTION OF FUNDS .....	19
ARTICLE XXXII NOTIFICATION .....	19
ARTICLE XXXIII CONTRACT.....	19
ARTICLE XXXIV • APPROVALS .....	21
<b>ATTACHMENTS</b>	
<i>In the event that the terms in any of the Attachments conflicts with the terms as provided in the Agreement, the terms of the Agreement shall prevail.</i>	
Scope of Services.....	A1
Schedule of Services.....	B1
Compensation Plan .....	C1



**ARTICLE I INTRODUCTION**

A. This On-Call Services Agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between COUNTY OF RIVERSIDE, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Ninyo & Moore, [a California corporation], hereinafter referred to as "CONSULTANT".

B. Coordination of CONSULTANT and COUNTY activities shall be accomplished through a CONSULTANT Contract Manager and a COUNTY Contract Administrator.

The CONSULTANT's Contract Manager for CONSULTANT shall be:

Kurt S. Yoshii, PE, GE

Located at:

7888 Cherry Avenue, Unit I, Fontana, CA 92336

The COUNTY's Contract Administrator for COUNTY shall be:

Elmer Datuin, PE

Located at:

2950 Washington Street, Riverside, CA 92504

C. CONSULTANT shall perform:

The covenants set forth in Article III entitled Statement of Work;

In accordance with the time frames set forth in Article IV entitled Performance Periods;

For the fees set forth in Article V entitled Allowable Costs and Payments.

D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of COUNTY.

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

F. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

G. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

H. COUNTY may be working cooperatively with other agencies (collectively referred to as the "AGENCIES") in the effort to complete services performed under this contract.

**ARTICLE II CONSULTANT'S REPORTS OR MEETINGS**

A. To ensure understanding and performance of the contract objectives, meetings between COUNTY, AGENCIES, and CONSULTANT shall be held in accordance with the terms of each Task Order. All work objectives, CONSULTANT's work schedule, the terms of the contract and any other related issues may be discussed and/or resolved. CONSULTANT shall keep minutes of meetings and distribute copies of minutes as appropriate.

B. CONSULTANT's Contract Manager shall meet with COUNTY's Contract Administrator, as needed, to discuss progress on the contract and/or Task Orders.

**ARTICLE III STATEMENT OF WORK**

CONSULTANT shall furnish all technical and professional services including labor, material, equipment, transportation, supervision, and expertise to fully and adequately perform and complete the covenants set forth in Attachment A, Scope of Services, which is attached hereto and incorporated herein by reference and in any Task Order executed under the authority of this Contract.

**ARTICLE IV PERFORMANCE PERIOD**

A. This contract shall go into effect on July 1, 2019 contingent upon approval by COUNTY, and CONSULTANT shall commence work after notification to proceed by COUNTY'S Contract Administrator. The contract shall end on June 30, 2022, unless extended by contract amendment. Attachment B, Schedule of Services is attached hereto and by this reference incorporated herein.

B. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.

C. The period of performance shall be in accordance with the requirements set forth in each Task Order. 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. Contract extensions may be executed by the Director of Transportation if authorized by the County Board of Supervisors.

**ARTICLE V ALLOWABLE COSTS AND PAYMENTS**

A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANTs Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee.

1 These rates are not adjustable for the performance period set forth in this Contract.

2 B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are  
3 in the cost proposal and identified in the cost proposal and in the executed Task Order.

4 C. Specific assignments will be authorized to CONSULTANT through issuance of Task Orders.

5 D. Each Task Order will identify the scope of services, expected results, deliverables, period of performance and  
6 will designate a COUNTY Task Coordinator. CONSULTANT shall prepare a Cost Estimate, including a written  
7 estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses,  
8 overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and  
9 total cost; the finalized Task Order shall be prepared in accordance with the format as specified in the County  
10 Consulting Services Manual and shall be signed by both COUNTY and CONSULTANT.

11 E. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved  
12 Compensation Plan, attached hereto as Attachment C1 and by this reference incorporated herein.

13 F. Progress payments for each Task Order will be made monthly in arrears based on services provided and  
14 allowable costs incurred.

15 G. CONSULTANT shall not commence performance of work or services until this contract has been approved by  
16 COUNTY, and notification to proceed has been issued by COUNTY'S Contract Administrator. No payment will  
17 be made prior to approval or for any work performed prior to approval of this contract.

18 H. A Task Order is of no force or effect until returned to COUNTY and signed by an authorized representative of  
19 COUNTY. No expenditures are authorized on an assignment and work shall not commence until a Task Order  
20 for that assignment has been executed by COUNTY.

21 I. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY'S  
22 Contract Administrator of itemized invoices. Separate invoices itemizing all costs are required for all work  
23 performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the  
24 performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall  
25 follow the format stipulated in the COUNTY'S Consulting Services Manual. Credits due COUNTY that include  
26 any equipment purchased under the provisions of Article XI Equipment Purchase of this contract, must be  
27 reimbursed by CONSULTANT prior to the expiration or termination of this contract. Invoices shall be mailed to  
28 COUNTY's Contract Administrator at the address provided in Article I.

29 J. The period of performance for Task Orders shall be in accordance with time frame specified in each Task Order.



- 1 K. The total amount payable by COUNTY for an individual Task Order shall not exceed the amount agreed to in  
2 the Task Order. Additional services or budget will require the issuance of a new Task Order.
- 3 L. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order,  
4 no payment will be made until the deliverable has been satisfactorily completed.
- 5 M. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this  
6 Agreement.
- 7 N. The total amount payable by COUNTY for all Task Orders resulting from this contract shall not exceed  
8 \$1,050,000.
- 9 O. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will  
10 be authorized under this contract through Task Orders.

11 **ARTICLE VI TERMINATION**

- 12 A. COUNTY reserves the right to terminate this contract upon thirty (30) calendar days written notice to  
13 CONSULTANT with the reasons for termination stated in the notice.
- 14 B. COUNTY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants  
15 herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY  
16 may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this contract  
17 with CONSULTANT, COUNTY shall pay CONSULTANT the sum due to CONSULTANT under this contract  
18 prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the contract. In  
19 which case the overage shall be deducted from any sum due CONSULTANT under this contract and the  
20 balance, if any, shall be paid to CONSULTANT upon demand.

21 **ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

- 22 A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition  
23 Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual  
24 items.
- 25 B. CONSULTANT also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform  
26 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 27 C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be  
28 unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part  
29 31.000 et seq., are subject to repayment by CONSULTANT to COUNTY.

**ARTICLE VIII RETENTION OF RECORDS/AUDIT**

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.

**ARTICLE IX AUDIT REVIEW PROCEDURES**

A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by COUNTY'S Chief Financial Officer.

B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by COUNTY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. 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 this contract.

D. Audit Terms and Conditions if the amount shown in Article V.N is greater than \$150,000.

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 manager 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.

The provisional ICR will apply to this contract and all other contracts executed between COUNTY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

#### **ARTICLE X SUBCONTRACTING**

A. 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.

B. 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 Compensation Plan.

C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by COUNTY.

D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.

E. 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).

#### **ARTICLE XI EQUIPMENT PURCHASE**

A. 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.

- 1 B. For purchase of any item, service or consulting work not covered in CONSULTANT's Compensation Plan and  
2 exceeding \$5,000 prior authorization by COUNTY's Contract Administrator; three competitive quotations must  
3 be submitted with the request, or the absence of bidding must be adequately justified.
- 4 C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain  
5 an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at  
6 least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and  
7 is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the  
8 contract is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal  
9 to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in  
10 accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price.  
11 If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's  
12 expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained  
13 from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to sell the  
14 equipment, the terms and conditions of such sale must be approved in advance by COUNTY.

15 **ARTICLE XII STATE PREVAILING WAGE RATES**

16 In the event that a portion of the work performed by CONSULTANT are by crafts affected by state labor laws, the  
17 following terms and conditions shall apply.

- 18 A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in  
19 accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances  
20 applicable to the work.
- 21 B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction  
22 or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of  
23 the provisions of this Article, unless the awarding agency has an approved labor compliance program by the  
24 Director of Industrial Relations.
- 25 C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence  
26 costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined  
27 in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

28 When all of the work performed by CONSULTANT is performed by crafts not affected by state labor laws or are not  
29 contemplated for use, the following terms and conditions shall apply.

A. The State of California's General Prevailing Wage Rates are not applicable to this contract.

**Note:** The Federal "Payment of Predetermined Minimum Wage" applies only to federal-aid construction contracts.

#### **ARTICLE XIII CONFLICT OF INTEREST**

A. 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.

B. 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.

C. 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.

D. 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.

#### **ARTICLE XIV 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.

#### **ARTICLE XV PROHIBITION OF EXPENDING COUNTY STATE OR FEDERAL FUNDS FOR LOBBYING**

A. CONSULTANT certifies to the best of his or her knowledge and belief that:

1. No state, federal or COUNTY 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.

2. 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.

B. 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, U.S. 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.

C. CONSULTANT also agrees by signing this document 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.

#### **ARTICLE XVI STATEMENT OF COMPLIANCE**

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

B. 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

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

6 C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted  
7 programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of  
8 Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement  
9 and maintain a policy of nondiscrimination in which no person in the State of California shall, on the basis of  
10 race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits  
11 of or subject to discrimination under any program or activity by the recipients of federal assistance or their  
12 assignees and successors in interest.

13 D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title  
14 VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex,  
15 age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases  
16 of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by  
17 Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a  
18 program whose goal is employment.

19 **ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION**

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

1 B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in  
2 determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating  
3 agency, and dates of action.

4 C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services  
5 Administration are to be determined by the Federal highway Administration.

6 **ARTICLE XVIII FUNDING REQUIREMENTS**

7 A. It is mutually understood between the parties that this contract may have been written before ascertaining the  
8 availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program  
9 and fiscal delays that would occur if the contract were executed after that determination was made.

10 B. This contract is valid and enforceable only, if sufficient funds are made available to COUNTY for the purpose  
11 of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any  
12 statute enacted by the Congress, State Legislature, or COUNTY governing board that may affect the provisions,  
13 terms, or funding of this contract in any manner.

14 C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any  
15 reduction in funds.

16 D. COUNTY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by  
17 mutual agreement to amend the contract to reflect any reduction of funds.

18 **ARTICLE XIX CHANGE IN TERMS**

19 A. This contract may be amended or modified only by mutual written agreement of the parties.

20 B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and  
21 notification to proceed has been provided by COUNTY's Contract Administrator.

22 C. There shall be no change in CONSULTANT's Contract Manager or members of the contract team, as listed as  
23 Key Personnel in the approved Scope of Services, which is a part of this contract without prior written approval  
24 by COUNTY's Contract Administrator.

25 **ARTICLE XX CONTINGENT FEE**

26 CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or  
27 retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage,  
28 brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling  
29 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.

#### **ARTICLE XXI DISPUTES**

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of COUNTY's Contract Administrator and Director of Transportation, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by COUNTY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

#### **ARTICLE XXII INSPECTION OF WORK**

CONSULTANT and any subconsultant shall permit COUNTY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the contract activities, laboratory facilities, and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

#### **ARTICLE XXIII SAFETY**

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by COUNTY Safety Officer and other COUNTY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. In the event CONSULTANT performs trenching of five feet or deeper in the performance any service provided under this Agreement, CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA)

1 permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices,  
2 work, method, operation, or process related to the construction or excavation of trenches which are five feet or  
3 deeper.

4 **ARTICLE XXIV INDEMNIFICATION AND INSURANCE**

5 **A. INDEMNIFICATION**

- 6 1. To the fullest extent permitted by applicable law, CONSULTANT agrees to and shall indemnify, defend and  
7 hold harmless the County of Riverside, its Agencies, Districts, Departments and Special Districts, their  
8 respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents,  
9 volunteers and representatives (hereinafter individually and collectively referred to as "Indemnitees") from  
10 all liability, including, but not limited to loss, suits, claims, demands, actions, or proceedings caused by any  
11 alleged or actual acts, omissions, or willful misconduct of CONSULTANT, its directors, officers, partners,  
12 employees, agents, subconsultants or representatives or any person or organization for whom  
13 CONSULTANT is responsible, arising out of or from the performance of services under this Agreement. In  
14 no event shall the cost to defend charged to the CONSULTANT exceed the CONSULTANT's proportionate  
15 percentage of fault.
- 16 2. The duty to indemnify does not include loss, suits, claims, demands, actions, or proceedings caused by  
17 actual negligence of Indemnitees; however, any actual negligence of Indemnitees will only affect the duty  
18 to indemnify for the specific act adjudged by the findings of a court of competent jurisdiction to be negligence  
19 of the Indemnitees, and will not preclude a duty to indemnify for any negligence, recklessness, or willful  
20 misconduct of CONSULTANT.
- 21 3. To the fullest extent permitted by applicable law, CONSULTANT shall defend and pay, at its sole expense,  
22 all costs and fees, including but not limited to attorney fees, cost of investigation, and defense, in any loss,  
23 suits, claims, demands, actions, or proceedings based or alleged to be based on any negligence,  
24 recklessness, or willful misconduct of CONSULTANT arising out of or from the performance of services  
25 under this Agreement. The duty to defend applies to any alleged or actual negligence, recklessness, or  
26 willful misconduct of CONSULTANT. The duty to defend shall apply whether or not CONSULTANT is a  
27 party to the lawsuit, and shall apply whether or not CONSULTANT is directly liable to the plaintiffs in the  
28 lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively negligent, unless  
29 the negligent act, error or omission at issue was caused by the sole active negligence of Indemnitees.

4. The specified insurance provisions and limits required in this Agreement shall in no way limit or circumscribe CONSULTANT'S obligations to indemnify and hold harmless Indemnitees from third party claims.
5. In the event there is conflict between the indemnity and defense provisions and California Civil Code Sections 2782 and 2782.8, the indemnity and defense provisions shall be interpreted to comply with Civil Code sections 2782 and 2782.8.

**B. 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 Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

**1. Workers' Compensation:**

If the 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 agreement or be no less than two (2) times the occurrence limit.

**3. Vehicle Liability:**

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then 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 agreement 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 Agreement, 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 Agreement 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 Agreement; 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 Agreement. 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 Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- c. 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

1 the County Risk Manager, provide original Certified copies of policies including all Endorsements and  
2 all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s)  
3 and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days  
4 written notice shall be given to the County of Riverside prior to any material modification, cancellation,  
5 expiration or reduction in coverage of such insurance. In the event of a material modification,  
6 cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the  
7 County of Riverside receives, prior to such effective date, another properly executed original Certificate  
8 of Insurance and original copies of endorsements or certified original policies, including all  
9 endorsements and attachments thereto evidencing coverage's set forth herein and the insurance  
10 required herein is in full force and effect. CONSULTANT shall not commence operations until the  
11 COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of  
12 endorsements and if requested, certified original policies of insurance including all endorsements and  
13 any and all other attachments as required in this Section. An individual authorized by the insurance  
14 carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of  
15 Insurance.

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

1           give rise to a claim arising from the performance of this Agreement.

2   **ARTICLE XXV OWNERSHIP OF DATA**

3   A. Ownership and title to all reports, documents, plans, calculations, and estimates produce as part of this contract  
4       will automatically be vested in COUNTY; and no further agreement will be necessary to transfer ownership to  
5       COUNTY. CONSULTANT shall furnish COUNTY all necessary copies of data needed to complete the review  
6       and approval process.

7   B. It is understood and agreed that all calculations, drawings and calculations, whether in hard copy or machine-  
8       readable form, are intended for one-time use in the construction of any project for which this contract has been  
9       entered into.

10   C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or  
11       misuse by COUNTY of the machine-readable information and data provided by CONSULTANT under this  
12       contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with  
13       any use by COUNTY of project documentation on other projects, for additions to a project, or for the completion  
14       of a project by others, except only such use as may be authorized in writing by CONSULTANT.

15   D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as  
16       appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

17   E. COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the  
18       agreement shall provide that the COUNTY shall have the royalty-free nonexclusive and irrevocable right to  
19       reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

20   **ARTICLE XXVI CLAIMS FILED BY COUNTY's CONSTRUCTION CONTRACTOR**

21   A. If claims are filed by COUNTY's construction contractor relating to work performed by CONSULTANT's  
22       personnel, and additional information or assistance from CONSULTANT's personnel is required in order to  
23       evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation  
24       with COUNTY'S construction contract administration and legal staff and for testimony, if necessary, at  
25       depositions and at trial or arbitration proceedings.

26   B. CONSULTANT's personnel that COUNTY considers essential to assist in defending against construction  
27       contractor claims will be made available on reasonable notice from COUNTY. Consultation or testimony will  
28       be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel  
29       services under this contract.

C. Services of CONSULTANT's personnel in connection with COUNTY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.

**ARTICLE XXVII CONFIDENTIALITY OF DATA**

A. All financial, statistical, personal, technical, or other data and information relative to COUNTY's operations, which are designated confidential by COUNTY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.

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

C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or COUNTY's actions on the same, except to COUNTY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

D. 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.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than COUNTY.

**ARTICLE XXVIII NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

**ARTICLE XXIX 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 Agreement, including, without limitation, workers' compensation laws and licensing

and regulations. Failure to comply by CONSULTANT may be grounds for termination by the COUNTY.

### **ARTICLE XXX EVALUATION OF CONSULTANT**

CONSULTANT's performance may be evaluated by COUNTY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

### **ARTICLE XXXI RETENTION OF FUNDS**

A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.

B. COUNTY will withhold the last 10 percent of the budget for preparation of any final PS&E documents. The 10 percent retainage is to be held after 90% of the PS&E phase has been billed and is not to be deducted from each invoice. The amount retained will be paid to CONSULTANT after COUNTY has approved CONSULTANT's PS&E documents. The CONSULTANT, or subconsultant, shall return all monies withheld in retention from a subconsultant within thirty (30) days after receiving payment. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over thirty (30) days may take place only for good cause and with the COUNTY's prior written approval. Any violation of this provision shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the CONSULTANT, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

### **ARTICLE XXXII NOTIFICATION**

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed to the CONSULTANT's Contract Manager and COUNTY's Contract Administrator at the respective addresses provided in Article I.B.

### **ARTICLE XXXIII CONTRACT**

The two parties to this contract, who are the before named CONSULTANT and the before named COUNTY, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work



to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE FOLLOWS

ARTICLE XXXIV • APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:


 Dated: 5/29/19

PATRICIA ROMO

Director of Transportation

APPROVED AS TO FORM:

GREGORY P. PRIAMOS, County Counsel

 Dated: 6/14/19

By Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

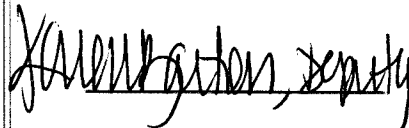
 Dated: JUN 25 2019

PRINTED NAME

Kevin Jeffries

Chairman, Riverside County Board of Supervisors

ATTEST:

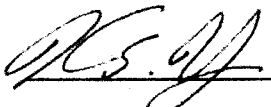
 Dated: JUN 25 2019

KECIA R. HARPER

Clerk of the Board (SEAL)

CONSULTANT Approvals

CONSULTANT: Ninyo & Moore

 Dated: 4/8/19

Kurt S. Yoshii, PE, GE

PRINTED NAME

Principal Engineer

TITLE

CONSULTANT:

\_\_\_\_\_ Dated: \_\_\_\_\_

PRINTED NAME

TITLE

ATTACHMENT A • SCOPE OF SERVICES

TABLE OF CONTENTS

ARTICLE AI • INTRODUCTION .....	1
A. DESCRIPTION .....	1
B. LOCATION .....	1
C. COORDINATION .....	1
D. STANDARDS .....	1
F. KEY PERSONNEL .....	1
ARTICLE AII • CONTRACT ADMINISTRATION .....	2
A. CONTRACT MANAGEMENT .....	2
B. COST ACCOUNTING .....	2
C. SCHEDULING .....	2
ARTICLE AIII • SERVICES TO BE PROVIDED/SCOPE OF WORK .....	2

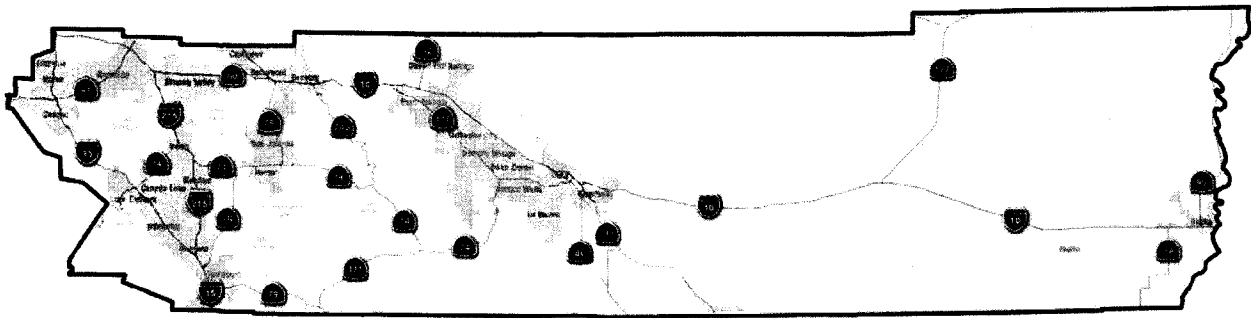
**ARTICLE AI • INTRODUCTION****A. DESCRIPTION**

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 geotechnical, materials testing, administrative, managerial, and other types of services in support of COUNTY operations.

**B. LOCATION**

On-call Assignments may be located anywhere within the jurisdictional boundaries of the County of Riverside as outlined in the map shown below.

**Map of the County of Riverside**

**C. COORDINATION**

CONSULTANT shall coordinate with other involved agencies for compatible testing and other testing standards from organizations such as, California State Department of Transportation (CALTRANS), Federal Highway Administration (FHWA) and other testing agencies.

**D. STANDARDS**

Documents shall be prepared in accordance with current CALTRANS regulations, policies, procedures, manuals and standards including compliance with FHWA requirements and/or County Road Standards as appropriate. Improvements of local roads may be prepared in accordance with COUNTY standards in lieu of CALTRANS standards as directed by the COUNTY's Contract Administrator. All documents shall be prepared using English Standard Units and dimensions.

**E. 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's Contract Administrator has

been secured. The key personnel for performance of this Contract are:

Assignment	Key Personnel
Contract Manager	Kurt S. Yoshii, PE, GE
Project Manager	Garreth Saiki

## **ARTICLE AII • CONTRACT ADMINISTRATION**

### **A. CONTRACT MANAGEMENT**

The CONSULTANT's Contract Manager will maintain ongoing liaison with the COUNTY's Contract Administrator and other effected agencies to promote effective coordination during the course of working on Task Orders.

### **B. COST ACCOUNTING**

The CONSULTANT will prepare and submit monthly invoices of expenditures for each on-call Task Order. Expenditures include direct labor costs, other direct costs and subconsultant costs. All Invoices will include all supporting data.

### **C. SCHEDULING**

Schedules will be prepared for each specific Task Order.

## **ARTICLE AIII • SERVICES TO BE PROVIDED/SCOPE OF WORK**

The scope of work for this contract is to provide on-call services to the Riverside County Transportation Department for transportation related services located throughout Riverside County. Services will be performed at the request of the COUNTY's Contract Administrator. CONSULTANT and COUNTY shall negotiate and establish a cost estimate that is consistent with the services listed below and the CONSULTANT's billing rates as provided in Attachment C. Each Task Order shall be memorialized in writing and approved by the Director of Transportation and by the CONSULTANT's Contract Manager or authorized designees. The sum of the Task Orders cost estimates authorized in each year shall not exceed the maximum annual amount. The CONSULTANT may be required to provide on-call services that include but are not limited to the following:

1. Geotechnical Engineering
2. Source Inspection
3. Specialty Inspection
4. Pavement Evaluation and Design
5. Geology

## ***Geotechnical and Materials Testing***

6. Soils and Materials Testing (Field Work)
7. Soils and Materials Testing (Laboratory Work)
8. Geophysical Testing and Evaluation
8. Exploratory Investigation
9. Provide other geotechnical and materials testing related professional services as required



**ATTACHMENT B • SCHEDULE OF SERVICES**

**ARTICLE BI • INTRODUCTION**

The CONSULTANT shall perform the covenants set forth in Attachment A, Scope of Services in accordance with the performance requirements of Article IV and with the following Schedule of Services. This Contract shall permit the issuance of Task Orders until June 30, 2022. COUNTY and CONSULTANT may enter into one-year supplemental extensions to this contract for the purpose of authorizing Task Orders. This authorization of Task Orders may be extended up to two (2) times, for a period not to exceed two (2) years from the original date of the Contract. All Task Orders authorized under this Contract must therefore be authorized no later than June 30, 2024. All services authorized by Task Orders shall be completed within two (2) years of the final authorized date for approving Task Orders. All Task Order services authorized in this Contract shall therefore be completed no later than June 30, 2026.

Contract expiration time frames for issuance of work authorizations:

Contract	July 1, 2019 to June 30, 2022	
Supplemental 1	July 1, 2022 to June 30, 2023	Transportation Director or Board of Supervisors
Supplemental 2	July 1, 2023 to June 30, 2024	Transportation Director or Board of Supervisors

Deliverables/Services schedules will be prepared for each specific Task Order that the CONSULTANT is assigned.

**ARTICLE BII • PERFORMANCE REQUIREMENTS**

**A. SUBMITTALS**

Where CONSULTANT is required to prepare and submit studies, reports, calculations, etc., to COUNTY, these shall be submitted in draft as scheduled, and the opportunity provided for COUNTY and AGENCIES to offer comments prior to final submission.

**B. TIME EXTENSIONS**

1. Any delay in providing 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

1           to deny CONSULTANT of any available civil legal remedies in the event of a dispute

2   **C. FINAL ACCEPTANCE**

3           When COUNTY determines that CONSULTANT has satisfactorily completed the services, COUNTY may give  
4           CONSULTANT a written Notice of Final Acceptance. CONSULTANT shall not incur any further costs hereunder  
5           unless so specified in the Notice of Final Acceptance. CONSULTANT may request a Notice of Final Acceptance  
6           determination when, in its opinion, it has satisfactorily completed all covenants as stipulated in this contract.





**ATTACHMENT C • COMPENSATION PLAN**

**ARTICLE CI • INTRODUCTION**

Satisfactory performance and completion of the Services under this Agreement shall be compensated based upon the Billing Rates Worksheets attached hereto and based on a negotiated cost estimate 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 Billing Rates Worksheet. Actual costs for any Task Order shall not exceed the authorized cost estimate. If actual costs are expected to exceed the amount authorized, a new, separate Task Order and associated cost estimate must be authorized prior to incurrence of any cost that exceeds the amount authorized. The sum of the Task Order cost estimates authorized in each year shall not exceed the maximum annual amount.

**ARTICLE CII • ELEMENTS OF COMPENSATION**

Compensation for the services provided 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 the Billing Rates Worksheets attached hereto. Billing rates for staff positions not listed in the billing rates shall be approved by the COUNTY.

**B. OTHER DIRECT EXPENSES**

Additional Direct Costs, directly identifiable to the performance of the services of this Agreement, shall be reimbursed at the rates defined in each Task Order, or at actual invoiced cost. Travel by air and/or travel in excess of 100 miles from CONSULTANT's office nearest to the COUNTY's office and/or Task Order must have COUNTY's prior written approval to be reimbursed under this Agreement.

**C. OUTSIDE SERVICES**

Outside services shall be paid in accordance with the negotiated cost proposal for each Task Order and in conformance with the COUNTY Consulting Services Manual invoicing procedures.

**ARTICLE CIII • INVOICING**

CONSULTANT shall submit invoices in accordance with the On-Call Services Agreement ARTICLE V: ALLOWABLE COSTS AND PAYMENTS 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's Contract Administrator.

2. Billings for direct labor, other direct expenses and outside services shall be included in CONSULTANT's monthly invoice submittals and be in conformance with the COUNTY's Consulting Services Invoicing Procedures.
3. The charges for each individual assigned under this Contract shall be listed separately.
4. Charges for Direct Costs shall be accompanied by substantiating documentation such as invoices, telephone logs, etc.
5. Each invoice shall bear a certification signed by the CONSULTANT's 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 CIV • PAYMENT**

Progress payments shall be made in accordance with the On-Call Services Agreement ARTICLE V: ALLOWABLE COSTS AND PAYMENTS.

#### **ARTICLE CV • COST PROPOSAL**

The total annual amount of services to be performed under this contract shall not exceed \$350,000 unless approved in writing by the COUNTY.

##### **Annual Budget Amount:**

<u>Year</u>	<u>Amount</u>
July 1, 2019 to June 30, 2020	\$350,000
July 1, 2020 to June 30, 2021	\$350,000
July 1, 2021 to June 30, 2022	\$350,000
July 1, 2022 to June 30, 2023	\$350,000 (Requires Transportation Director Approval)
July 1, 2023 to June 30, 2024	\$350,000 (Requires Transportation Director Approval)

#### **ARTICLE CVI • BILLING RATES**

Billing rates are subject to the following:

##### **A. PREMIUM OVERTIME**

Billing rates shall be applicable to both straight time and overtime work unless payment of premium for

overtime work is required by law, regulation or craft agreement, or is otherwise specified in the On-Call Services Contract. In such event, the premium portion of the Direct Salary Costs will not be subject to the Multiplier.

**B. BILLING RATES**

Billing rates shown herein are in effect for three (3) years from the effective date of the contract. Thereafter, CONSULTANT may request adjustments to individual rates on an annual basis. CONSULTANT shall notify COUNTY in writing requesting a change in the rates included herein. All adjustments to rates shall be subject to approval by the Transportation Director, or their designee.

<b>Home Office Personnel:</b>				<b>General Administration %</b>				<b>Combined %</b>			
NORMAL				48.00%	+	57.00%	+	32.00%	=	135.00%	
OVERTIME				48.00%	+	57.00%	+	32.00%	=	135.00%	
<b>Field Office Personnel:</b>				<b>General Administration %</b>				<b>Combined %</b>			
NORMAL				48.00%	+	57.00%	+	32.00%	=	135.00%	
OVERTIME				48.00%	+	57.00%	+	32.00%	=	135.00%	

ing services covered under DIR determinations.																																	
Rate DIR (work)				Employee Actual Rate (fringe benefits vary year over year)				Applicable DELTA (TOTAL) = Employee Total - DIR Total				Applicable DELTA Base = DIR Rate - Employee Base Rate				Applicable DELTA FRINGE = DELTA TOTAL - DELTA BASE (Employee - DIR)				Loaded Hourly Billing Rates				Escalation % Increase		Hourly Rate and/or Average Hourly Rate		Hourly Range for Class					
5.0T		2.0T		Base Salary		2.0T		Estimate Fringe		Total = Base + Fringe		Straight		1.5 OT		2.0 OT		Straight		1.5 OT		2.0 OT		Straight		OT (1.5x)		OT (2x)		Hourly Rate		Hourly Range for Class	
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
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N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
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N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
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N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
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N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A			

The actual billing rates to be used in the invoices will be calculated by using the actual PW fringe benefits of the individual staff in accordance with the certified benefits statement submitted with each invoice.

The manager's pre-approval may be required for addition of classifications not previously listed on the cost proposal. The average billing rates for these employees and associated classifications will be calculated and reimbursed based on their average hourly rates effective 04/9/2018.

Expense as the lower of the County mileage reimbursement rate or the State-approved mileage reimbursement rate.

Billing Rate = Loaded Rate Formula "C" above.

will be billed as follows:

will be billed at full normal overhead rate (i.e. without the application of the 1.5X or 2.0X multiplier for overtime as follow.



## SCHEDULE OF OTHER DIRECT COST ITEMS

[illegible]

ance with the current Caltrans Travel Guide for consultants, and detailed in executed Task Order Cost Estimates. No charge will be invoiced for employee with Client approval shall be charted as an additional cost at the lower of the County mileage reimbursement rate or the State-approved mileage reimbursement

It should be competitive in their respective industries. The costs will be supported with appropriate documents detailed in executed Task Order Cost Estimates. Pre-approval by the County's Contract Manager will be required and shall be submitted along with the actual invoice. Project-related charges at cost with approval of the Client.

travelling to and from the employee's residence to the job site as assigned in the Task Order are not reimbursable.

with 48 Code of Federal Regulation, Chapter 1, part 31 (Federal Acquisition Regulation – FAR cost principles) and shall be consistent with the firm's company-  
ing federal government, state governments, local agencies and private clients.

(Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.

should not be included in any indirect cost pool or in the overhead rate.

indirect cost and not applicable as a direct cost, note as Not Applicable (NA).