

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



ITEM
3.52
(ID # 10528)

MEETING DATE:
Tuesday, August 27, 2019

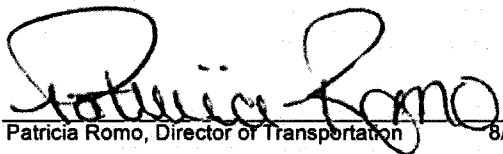
FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/ TRANSPORTATION:
Approval of the On-Call Services Agreement by and between the County of Riverside and LG2WB Engineers, Inc., for Transportation Planning Services for FY 19/20-21/22. All Districts. [Annual \$250,000, Total \$750,000 - Capital Funds and Deposit Based Fees 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the On-Call Services Agreement between the County of Riverside and LG2WB Engineers, Inc. for Transportation Planning Services for Fiscal Year 19/20-21/22 and authorize the Chairman of the Board to execute the same;
2. Authorize the Director of Transportation to approve future contract extensions, for Fiscal Year 22/23-23/24, as provided for in the agreement and approved as to form by County Counsel; and
3. Authorize the Director of Transportation to approve no-cost time extensions to complete on-going tasks.

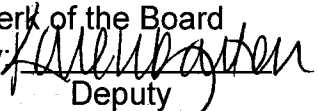
ACTION:Policy


Patricia Romo, Director of Transportation 8/8/2019

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Spiegel 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: August 27, 2019
xc: Transp.

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 250,000	\$ 250,000	\$ 750,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Capital Funds and Deposit Based Fees (100%). There are no General Funds used on this project.			Budget Adjustment:	No
			For Fiscal Year:	19/20 – 21/22

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside Transportation Department (Transportation Department) requires outside Transportation Planning support 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 Proposals for Traffic Engineering, Highway/Roadway Engineering, and Transportation Planning Services. Nine (9) firms submitted proposals for Transportation Planning services and all nine (9) firms were ranked and invited to interview. The written proposals and interviews were evaluated by representatives of the Transportation Department.

LG2WB Engineers, Inc. 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 \$250,000 annually for a period of three years. The terms of the agreement provide the County with the option to extend the agreement for two (2) additional one (1) year periods following the close of the initial three (3) year period. The agreement and rates for services were developed through negotiations between LG2WB Engineers, Inc. and the Transportation Department. This on-call agreement includes State requirements in order to maximize flexibility for use on State funded projects. Additional agreements with two other engineering firms for Transportation Planning on-call services will be on a separate agenda item. Entering into agreements with three different firms allows for the greatest flexibility in managing the Transportation Department's workload.

Impact on Residents and Businesses

This On-Call Services Agreement for Transportation Planning provides the flexibility needed to engage consultants in providing additional Transportation Planning support services necessary to deliver critical TIP projects and to meet the demands of the development community.

Additional Fiscal Information

All associated Transportation Planning support services agreement cost will be funded using Deposit Based Fees, Local or State Funds. No General Funds will be used for this agreement.

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

<u>Agreement Term</u>	<u>Annual Budget (not to exceed)</u>
FY 19/20	\$250,000
FY 20/21	\$250,000
FY 21/22	\$250,000
FY 22/23	\$250,000 (requires approval by Director of Transportation)
FY 23/24	\$250,000 (requires approval by Director of Transportation)

Contract History and Price Reasonableness

The Transportation Department has negotiated billing rates with LG2WB Engineers, Inc. and they are within range of acceptable industry practice for engineering services. Caltrans has accepted LG2WB Engineers, Inc. Indirect Cost Rate (ICR) allowing this consultant to be used for State funded projects.

ATTACHMENT:

On-Call Services Agreement for Transportation Planning with LG2WB Engineers, Inc.



Jason Farin, Senior Management Analyst

8/22/2019



Gregory F. Priamos, Director County Counsel

8/14/2019

Contract No.: _____ [X]
Termination Date: June 30, 2022
Amount Authorized: [\$250,000/year x 3]
State Funding: No Yes

ON-CALL SERVICES AGREEMENT

for

Transportation Planning

between

County of Riverside • Transportation Department

and

LG2WB Engineers, Inc., a California Corporation, dba

Linscott, Law, & Greenspan, Engineers



AUG 27 2019

3.52

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.....	4
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	2

ATTACHMENTS

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.

Scope of Services.....	A1
Schedule of Services.....	B1
Compensation Plan	C1



1 **ARTICLE I INTRODUCTION**

2 A. This On-Call Services Agreement (“Agreement”) is entered into this _____ day of _____,
3 20_____, by and between COUNTY OF RIVERSIDE, a political subdivision of the State of California,
4 hereinafter referred to as “COUNTY”, and Linscott, Law, & Greenspan, Engineers, a dba for LG2WB Engineers,
5 Inc., a California Corporation hereinafter referred to as “CONSULTANT”.

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

8 The CONSULTANT’s Contract Manager for CONSULTANT shall be:

9 Keil D. Maberry, P.E.

10 Located at:

11 2 Executive Circle, Suite 250, Irvine, CA. 92614

12 The COUNTY’s Contract Administrator for COUNTY shall be:

13 Russell Williams

14 Located at:

15 4080 Lemon Street, 8th Floor, Riverside, CA 92501

16 C. CONSULTANT shall perform:

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

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

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

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

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

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

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

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

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

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

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

11 **ARTICLE III STATEMENT OF WORK**

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

16 **ARTICLE IV PERFORMANCE PERIOD**

17 A. This contract shall go into effect on 7/1/2019 contingent upon approval by COUNTY, and CONSULTANT shall
18 commence work after notification to proceed by COUNTY'S Contract Administrator. The contract shall end on
19 6/30/2022, unless extended by contract amendment.

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

22 C. The period of performance shall be in accordance with the requirements set forth in each Task Order. If work
23 on a Task Order is in progress on the expiration date of this contract, the terms of the contract shall be extended
24 by contract amendment. Contract extensions may be executed by the Director of Transportation if authorized
25 by the County Board of Supervisors.

26 **ARTICLE V ALLOWABLE COSTS AND PAYMENTS**

27 A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANTs Cost
28 Proposal. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee.
29 These rates are not adjustable for the performance period set forth in this Contract.



On-Call Engineering Services –Transportation Planning

- 1 B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are
2 in the cost proposal and identified in the cost proposal and in the executed Task Order.
- 3 C. Specific assignments will be authorized to CONSULTANT through issuance of Task Orders.
- 4 D. Each Task Order will identify the scope of services, expected results, deliverables, period of performance and
5 will designate a COUNTY Task Coordinator. CONSULTANT shall prepare a Cost Estimate, including a written
6 estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses,
7 overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and
8 total cost; the finalized Task Order shall be prepared in accordance with the format as specified in the County
9 Consulting Services Manual and shall be signed by both COUNTY and CONSULTANT.
- 10 E. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved
11 Compensation Plan.
- 12 F. Progress payments for each Task Order will be made monthly in arrears based on services provided and
13 allowable costs incurred.
- 14 G. CONSULTANT shall not commence performance of work or services until this contract has been approved by
15 COUNTY, and notification to proceed has been issued by COUNTY'S Contract Administrator. No payment will
16 be made prior to approval or for any work performed prior to approval of this contract.
- 17 H. A Task Order is of no force or effect until returned to COUNTY and signed by an authorized representative of
18 COUNTY. No expenditures are authorized on a assignment and work shall not commence until a Task Order
19 for that assignment has been executed by COUNTY.
- 20 I. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY'S
21 Contract Administrator of itemized invoices. Separate invoices itemizing all costs are required for all work
22 performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the
23 performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall
24 follow the format stipulated in the COUNTY'S Consulting Services Manual. Credits due COUNTY that include
25 any equipment purchased under the provisions of Article XI Equipment Purchase of this contract, must be
26 reimbursed by CONSULTANT prior to the expiration or termination of this contract. Invoices shall be mailed to
27 COUNTY'S Contract Administrator at the address provided in Article I.
- 28 J. The period of performance for Task Orders shall be in accordance with time frame specified in each Task Order.
- 29 K. The total amount payable by COUNTY for an individual Task Order shall not exceed the amount agreed to in

1 the Task Order. Additional services or budget will require the issuance of a new Task Order.

2 L. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order,
3 no payment will be made until the deliverable has been satisfactorily completed.

4 M. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this
5 Agreement.

6 N. The total amount payable by COUNTY for all Task Orders resulting from this contract shall not exceed
7 \$750,000.

8 O. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will
9 be authorized under this contract through Task Orders.

10 **ARTICLE VI TERMINATION**

11 A. COUNTY reserves the right to terminate this contract upon thirty (30) calendar days written notice to
12 CONSULTANT with the reasons for termination stated in the notice.

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

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

21 A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition
22 Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual
23 items.

24 B. CONSULTANT also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform
25 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

26 C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be
27 unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part
28 31.000 et seq., are subject to repayment by CONSULTANT to COUNTY.

29 **ARTICLE VIII RETENTION OF RECORDS/AUDIT**

1 For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code
2 of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the
3 performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and COUNTY
4 shall maintain and make available for inspection all books, documents, papers, accounting records, and other
5 evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the
6 contract. All parties shall make such materials available at their respective offices at all reasonable times during
7 the contract period and for three years from the date of final payment under the contract. The state, State Auditor,
8 COUNTY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books,
9 records, and documents of CONSULTANT and it's certified public accountants (CPA) work papers that are pertinent
10 to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof
11 shall be furnished if requested.

12 **ARTICLE IX AUDIT REVIEW PROCEDURES**

- 13 A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not
14 disposed of by agreement, shall be reviewed by COUNTY'S Chief Financial Officer.
- 15 B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by
16 COUNTY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in
17 writing.
- 18 C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONSULTANT from full and
19 timely performance, in accordance with the terms of this contract.
- 20 D. Audit Terms and Conditions if the amount shown in Article V.N is greater than \$150,000.
- 21 CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews
22 such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper
23 review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable,
24 will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the
25 instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or
26 local government officials are allowed full access to the CPA's work papers including making copies as
27 necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by
28 COUNTY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that
29 individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if

1 directed by COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review
2 recommendations, or to ensure that the federal, state or local governments have access to CPA work papers,
3 will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior
4 reimbursed costs.

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

7 **ARTICLE X SUBCONTRACTING**

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

15 B. CONSULTANT shall perform the work contemplated with resources available within its own organization and
16 no portion of the work pertinent to this contract shall be subcontracted without written authorization by
17 COUNTY's Contract Administrator, except that, which is expressly identified in the Compensation Plan.

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

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

22 E. Any substitution of subconsultant(s) must be approved in writing by COUNTY's Contract Administrator prior to
23 the start of work by the subconsultant(s).

24 **ARTICLE XI EQUIPMENT PURCHASE**

25 A. Prior authorization in writing, by COUNTY's Contract Administrator shall be required before CONSULTANT
26 enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or
27 CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring
28 such costs.

29 B. For purchase of any item, service or consulting work not covered in CONSULTANT's Compensation Plan and

1 exceeding \$5,000 prior authorization by COUNTY's Contract Administrator; three competitive quotations must
2 be submitted with the request, or the absence of bidding must be adequately justified.

3 C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain
4 an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at
5 least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and
6 is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the
7 contract is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal
8 to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in
9 accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price.
10 If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's
11 expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained
12 from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to sell the
13 equipment, the terms and conditions of such sale must be approved in advance by COUNTY.

14 **ARTICLE XII STATE PREVAILING WAGE RATES**

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

17 A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in
18 accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances
19 applicable to the work.

20 B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction
21 or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of
22 the provisions of this Article, unless the awarding agency has an approved labor compliance program by the
23 Director of Industrial Relations.

24 C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence
25 costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined
26 in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

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

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

1 **Note:** The Federal “Payment of Predetermined Minimum Wage” applies only to federal-aid construction
2 contracts.

3 **ARTICLE XIII CONFLICT OF INTEREST**

4 A. CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an
5 impact upon the outcome of this contract, or any ensuing COUNTY construction project. CONSULTANT shall
6 also list current clients who may have a financial interest in the outcome of this contract, or any ensuing
7 COUNTY construction project, which will follow.

8 B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest
9 that would conflict with the performance of services under this contract.

10 C. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid
11 on any construction contract, or on any contract to provide construction inspection for any construction project
12 resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through
13 joint-ownership, or otherwise.

14 D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no
15 subconsultant who has provided design services in connection with this contract shall be eligible to bid on any
16 construction contract, or on any contract to provide construction inspection for any construction project resulting
17 from this contract.

18 **ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

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

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

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

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

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

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

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

16 **ARTICLE XVI STATEMENT OF COMPLIANCE**

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

21 B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate,
22 harass, or allow harassment against any employee or applicant for employment because of sex, race, color,
23 ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical
24 condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and
25 subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment
26 are free from such discrimination and harassment. Consultant and subconsultants shall comply with the
27 provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable
28 regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The
29 applicable regulations of the Fair Employment and Housing Commission implementing Government Code

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

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

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

18 **ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION**

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

29 B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in

1 determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating
2 agency, and dates of action.

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

5 **ARTICLE XVIII FUNDING REQUIREMENTS**

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

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

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

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

17 **ARTICLE XIX CHANGE IN TERMS**

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

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

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

24 **ARTICLE XX CONTINGENT FEE**

25 CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or
26 retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage,
27 brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling
28 agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this
29 warranty, COUNTY has the right to annul this contract without liability; pay only for the value of the work actually



1 performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount
2 of such commission, percentage, brokerage, or contingent fee.

3 **ARTICLE XXI DISPUTES**

4 A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of
5 by agreement shall be decided by a committee consisting of COUNTY's Contract Administrator and (Insert
6 Department Head or Official), who may consider written or verbal information submitted by CONSULTANT.

7 B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and
8 estimate, CONSULTANT may request review by COUNTY Governing Board of unresolved claims or disputes,
9 other than audit. The request for review will be submitted in writing.

10 C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full
11 and timely performance in accordance with the terms of this contract.

12 **ARTICLE XXII INSPECTION OF WORK**

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

16 **ARTICLE XXIII SAFETY**

17 A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety
18 equipment or procedures. CONSULTANT shall comply with safety instructions issued by COUNTY Safety
19 Officer and other COUNTY representatives. CONSULTANT personnel shall wear hard hats and safety vests
20 at all times while working on the construction project site.

21 B. Pursuant to the authority contained in Section 591 of the Vehicle Code, COUNTY has determined that such
22 areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of
23 the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take
24 all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public
25 from injury and damage from such vehicles.

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

27 D. In the event CONSULTANT performs trenching of five feet or deeper in the performance any service provided
28 under this Agreement, CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA)
29 permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices,

1 work, method, operation, or process related to the construction or excavation of trenches which are five feet or
2 deeper.

3 **ARTICLE XXIV INDEMNIFICATION AND INSURANCE**

4 A. INDEMNIFICATION

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



1 CONSULTANT'S obligations to indemnify and hold harmless Indemnitees from third party claims.

- 2 5. In the event there is conflict between the indemnity and defense provisions and California Civil Code
3 Sections 2782 and 2782.8, the indemnity and defense provisions shall be interpreted to comply with Civil
4 Code sections 2782 and 2782.8.

5 **B. INSURANCE**

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

12 1. **Workers' Compensation:**

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

18 2. **Commercial General Liability:**

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

26 3. **Vehicle Liability:**

27 If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then
28 CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an
29 amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general

1 aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence
2 limit. Policy shall name the COUNTY as Additional Insureds.

3 4. Professional Liability

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

13 5. General Insurance Provisions - All lines:

14 a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of
15 California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are
16 waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for
17 a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

18 b. The CONSULTANT must declare its insurance self-insured retention for each coverage required
19 herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall
20 have the prior written consent of the County Risk Manager before the commencement of operations
21 under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at
22 the election of the Country's Risk Manager, CONSULTANT'S carriers shall either; 1) reduce or
23 eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a
24 bond which guarantees payment of losses and related investigations, claims administration, and
25 defense costs and expenses.

26 c. CONSULTANT shall cause CONSULTANT'S insurance carrier(s) to furnish the County of Riverside
27 with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of
28 Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by
29 the County Risk Manager, provide original Certified copies of policies including all Endorsements and

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

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

1 **ARTICLE XXV OWNERSHIP OF DATA**

- 2 A. Ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this
3 contract will automatically be vested in COUNTY; and no further agreement will be necessary to transfer
4 ownership to COUNTY. CONSULTANT shall furnish COUNTY all necessary copies of data needed to complete
5 the review and approval process.
- 6 B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-
7 readable form, are intended for one-time use in the construction of any project for which this contract has been
8 entered into.
- 9 C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or
10 misuse by COUNTY of the machine-readable information and data provided by CONSULTANT under this
11 contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with
12 any use by COUNTY of project documentation on other projects, for additions to a project, or for the completion
13 of a project by others, except only such use as may be authorized in writing by CONSULTANT.
- 14 D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as
15 appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- 16 E. COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the
17 agreement shall provide that the COUNTY shall have the royalty-free nonexclusive and irrevocable right to
18 reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

19 **ARTICLE XXVI CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR**

- 20 A. If claims are filed by COUNTY's construction contractor relating to work performed by CONSULTANT's
21 personnel, and additional information or assistance from CONSULTANT's personnel is required in order to
22 evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation
23 with COUNTY'S construction contract administration and legal staff and for testimony, if necessary, at
24 depositions and at trial or arbitration proceedings.
- 25 B. CONSULTANT's personnel that COUNTY considers essential to assist in defending against construction
26 contractor claims will be made available on reasonable notice from COUNTY. Consultation or testimony will
27 be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel
28 services under this contract.
- 29 C. Services of CONSULTANT's personnel in connection with COUNTY's construction contractor claims will be

1 performed pursuant to a written contract amendment, if necessary, extending the termination date of this
2 contract in order to resolve the construction claims.

3 **ARTICLE XXVII CONFIDENTIALITY OF DATA**

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

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

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

13 D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding
14 work performed or to be performed under this contract without prior review of the contents thereof by COUNTY,
15 and receipt of COUNTY'S written permission.

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

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

19 **ARTICLE XXVIII NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

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

25 **ARTICLE XXIX LEGAL COMPLIANCE**

26 CONSULTANT shall comply with all Federal, State and local laws, statutes, ordinances, rules and regulations, and
27 the orders and decrees of any courts or administrative bodies or tribunals currently in effect and in any manner
28 affecting the performance of this Agreement, including, without limitation, workers' compensation laws and licensing
29 and regulations. Failure to comply by CONSULTANT may be grounds for termination by the COUNTY.

1 **ARTICLE XXX EVALUATION OF CONSULTANT**

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

5 **ARTICLE XXXI RETENTION OF FUNDS**

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

20 **ARTICLE XXXII NOTIFICATION**

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

25 **ARTICLE XXXIII CONTRACT**

26 The two parties to this contract, who are the before named CONSULTANT and the before named COUNTY, hereby
27 agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two
28 parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work
29 to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as

1 evidenced by the signatures below.

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SIGNATURE PAGE FOLLOWS

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ARTICLE XXXIV • APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

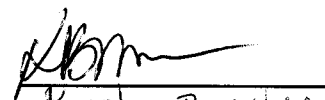
 Dated: 8-12-19

PATRICIA ROMO


Director of Transportation

APPROVED AS TO FORM:

GREGORY P. PRIAMOS, County Counsel

 Dated: 8/21/19
By Deputy Kristine Bull Valdez

APPROVAL BY THE BOARD OF SUPERVISORS

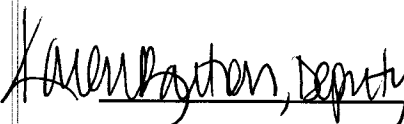
 Dated: AUG 27 2019

KEVIN JEFFRIES

PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

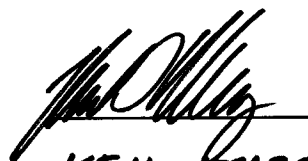
 Dated: AUG 27 2019

KECIA HARPER

Clerk of the Board (SEAL)

CONSULTANT Approvals

CONSULTANT:

 Dated: 07.29.19

KEIL MASBERRY

PRINTED NAME

VICE PRESIDENT

TITLE

CONSULTANT:

 Dated: 07.29.19

RICHARD E. BARRETTO

PRINTED NAME

CHIEF FINANCIAL OFFICER

TITLE

PRINCIPAL

ATTACHMENT A • SCOPE OF SERVICES

TABLE OF CONTENTS

1

2

3 **ARTICLE AI • INTRODUCTION 1**

4 A. DESCRIPTION..... 1

5 B. LOCATION..... 1

6 C. COORDINATION 1

7 D. STANDARDS 1

8 E. QUALITY CONTROL 4

9 F. KEY PERSONNEL..... 5

10 G. COUNTY RESPONSIBILITIES..... 5

11 **ARTICLE AII • CONTRACT ADMINISTRATION 5**

12 A. CONTRACT MANAGEMENT 5

13 B. COST ACCOUNTING 6

14 C. SCHEDULING..... 6

15

16

17

18

19

20

21

22

23

24

25

26

27

28

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11 **ARTICLE AIII • SERVICES TO BE PROVIDED/SCOPE OF WORK 6**

12 A. TRANSPORTATION PLANNING TASKS..... 6



ARTICLE AI • INTRODUCTION

A. DESCRIPTION

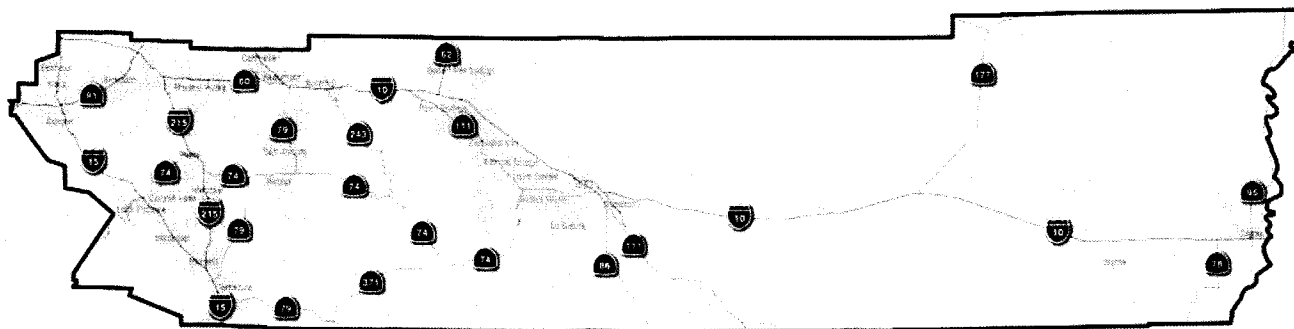
The County of Riverside Transportation Department (County) is seeking On-Call Engineering Services to augment its in-house resources to deliver necessary Road Improvement Projects (Projects) with the required expertise and staff capabilities to meet project schedules and/or deadlines. Projects may either be identified or funded in the Transportation Improvement Program (TIP) or through the Land Development Review and Plan Check Process.

The County Projects may require coordination with various Federal, State, and/or local agencies. It is anticipated that state funding may be used for On-Call Engineering Services work, all contracts will be in accordance with the County’s Consulting Services Manual and/or Caltrans Local Assistance Procedures Manual (LAPM) as well as all applicable County and Caltrans standard practices, regulations, policies, procedures, manuals and standards, as appropriate and may also include compliance with Federal Highway Administration requirements

B. LOCATION

On-call Task Orders 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 design and phasing of construction with existing conditions.

D. STANDARDS

The Plans, Specifications and Estimates shall be prepared in accordance with current State Department of

1 Transportation (CALTRANS) regulations, policies, procedures, manuals and standards including compliance
2 with Federal Highway Administration (FHWA) requirements and/or County Road Standards as appropriate.
3 Improvements of local roads may be prepared in accordance with COUNTY standards in lieu of CALTRANS
4 standards as directed by the COUNTY's Contract Administrator. CONSULTANT will prepare fact sheets for
5 COUNTY approval, documenting the exceptions to mandatory and advisory design standards. All
6 documents shall be prepared using English Standard Units and dimensions.

7 **1. Environmental**

8 Environmental documents and services shall be performed in accordance with CALTRANS Standard
9 Environmental Reference (SER) including requirements of the California Environmental Quality Act
10 (CEQA)

11 and the National Environmental Policy Act (NEPA) if a project has a Federal nexus.

12 **2. Survey**

13 Supplemental surveys shall be performed by the CONSULTANT in accordance with the current
14 CALTRANS "Survey Manual" and its revisions. Work not covered by the manual shall be performed in
15 accordance with accepted professional surveying standards as approved by COUNTY.

16 **3. Design**

17 Roadway design shall be in accordance with the current CALTRANS Highway Design Manual and its
18 revisions and/or COUNTY Road Standards as appropriate. Traffic design shall be in accordance with the
19 Manual of Uniform Traffic Control Devices (MUTCD) and the California Supplement. Basic design shall
20 be in accordance with the approved Technical Report and final Environmental Document including any
21 supplements and/or updates. Microstation (compatible with current CALTRANS version) software will be
22 used as the design software.

23 **4. Geographical Information System (GIS)**

24 a. "GIS Information" shall include GIS digital files (including the information or data contained therein)
25 and any other information, data, or documentation from COUNTY GIS (regardless of medium or
26 format) that is provided pursuant to this Agreement.

27 b. CONSULTANT acknowledges that the unauthorized use, transfer, assignment, sublicensing, or
28 disclosure of the GIS information, documentation, or copies thereof will substantially diminish their
29 value to COUNTY. CONSULTANT acknowledges and agrees that COUNTY GIS information is a

1 valuable proprietary product, embodying substantial creative efforts, trade secrets, and confidential
2 information and ideas. COUNTY GIS information is and shall remain the sole property of COUNTY;
3 and there is no intention of COUNTY to transfer ownership of COUNTY GIS information.

4 c. COUNTY GIS information is made available to CONSULTANT solely for use in the normal course of
5 CONSULTANT's business to produce reports, analysis, maps and other deliverables only for a
6 specific PROJECT and as described within the Scope of Services.

7 d. CONSULTANT agrees to indemnify and hold harmless COUNTY, its officers, employees and agents
8 from any and all liabilities, claims, actions, losses or damages relating to or arising from
9 CONSULTANT's use of COUNTY GIS information.

10 e. GIS information cannot be used for all purposes; and GIS information may not be complete for all
11 purposes. Additional investigation or research by CONSULTANT into other sources will be required.
12 GIS information is intended only as an information base and is not intended to replace any legal
13 records. COUNTY has used and will continue to use its best efforts to correctly input into COUNTY
14 GIS the information contained in various legal and other records; but COUNTY accepts no
15 responsibility for any conflict with actual legal records or for information not transferred from legal
16 records to COUNTY GIS. COUNTY has attempted to update GIS information as often as is
17 practically feasible. However, CONSULTANT should be aware that GIS information may not be
18 current and changes or additions to the information contained in COUNTY GIS may not yet be
19 reflected in COUNTY GIS.

20 f. COUNTY accepts no responsibility for the use of GIS information; and COUNTY provides no
21 warranty for the use of COUNTY GIS or COUNTY GIS information by CONSULTANT. THE
22 WARRANTIES SPECIFICALLY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER
23 WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY
24 AND FITNESS FOR A PARTICULAR PURPOSE; AND SUCH OTHER WARRANTIES ARE
25 HEREBY EXCLUDED.

26 g. Final plans, drawings or other work products will be provided in an electronic format suitable for
27 inclusion within the COUNTY GIS or CADD Systems by CONSULTANT and will contain the
28 appropriate meta data and will be geographically registered using a appropriate coordinate system
29 such as the California State Plane Coordinate System NAD 83.

1 **5. Project Files**

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

3 **E. QUALITY CONTROL**

- 4 1. CONSULTANT shall implement and maintain the following quality control procedures during the
5 preparation of the plans and documents relating to this Contract. CONSULTANT shall have a quality
6 control plan in effect during the entire time services are being performed under this Agreement. The
7 plan shall establish a process whereby calculations are independently checked, plans checked,
8 corrected and back-checked, and all job related correspondence and memoranda routed and received
9 by affected persons and then bound in appropriate job files. Where several drawings show different
10 work in the same area, means shall be provided to avoid conflicts and misalignment in both new and
11 existing improvements. Evidence that the quality control plan is functional may be requested by the
12 COUNTY Contract Administrator. All plans, calculations documents and other items submitted to the
13 COUNTY Contract Administrator for review shall be marked clearly as being fully checked and that the
14 preparation of the material followed the quality control plan established for the work.
- 15 2. CONSULTANT has total responsibility for the accuracy and completeness of all data, reports, plans,
16 specifications and estimates prepared for this Contract and shall check all such material accordingly.
17 COUNTY will review all work product deliverables. The responsibility for accuracy and completeness of
18 such items remains solely that of CONSULTANT. Neither COUNTY'S review nor approval shall give
19 rise to any liability or responsibility on the part of COUNTY, or waive any of COUNTY'S rights, or relieve
20 CONSULTANT of its professional responsibilities or obligations under this Agreement.
- 21 3. The plans, designs, estimates, calculations, reports and other documents furnished in accordance with
22 the Scope of Services shall meet the criteria for acceptance and be a product of neat appearance, well
23 organized, technically and grammatically correct, checked and having the preparer and checker
24 identified. The minimum standard of appearance, organization and contents shall be of similar types
25 produced by COUNTY and AGENCIES. If any work product submitted is not complete and ready for
26 use by COUNTY, it shall be marked "Draft" or similar designation to indicate it is not ready for use by
27 COUNTY. COUNTY expects that all work product not so designated is ready for and can be used as a
28 final product.
- 29 4. The page identifying preparers of engineering reports, the title sheet for specifications and each sheet of

plans, shall bear the professional seal, certificate number, registration classification, expiration date of the certificate, and signature of the professional engineer(s) responsible for their preparation.

F. 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
Principal in Charge	Keil Maberry, PE
Project Manager/Lead Transportation Planner	Zawwar Saiyed, PE
Lead Design Engineer	Kim Preap, PE
QA/QC Design Engineer	Yu Chu, PE

G. COUNTY RESPONSIBILITIES

The following includes tasks to be completed by the COUNTY:

- COUNTY will provide standards, existing plans, and manuals when requested by CONSULTANT and available to COUNTY personnel.
- COUNTY will provide survey and land acquisition services generally as described below:
 - Provide survey controls.
 - Verify that County survey control points are still in place and undisturbed.
 - Provide survey records research, including grant deeds and right-of-way documents in support of right-of-way base mapping prepared by COUNTY surveyor.
 - Prepare existing right-of-way and parcel mapping.
 - Coordinate permits for right-of-entry with property owners.
 - Obtain and review title reports, identify easements and encumbrances.
 - Prepare appraisals for temporary and permanent right-of-way and perform appraisal review.
 - Perform right-of-way negotiations and acquisitions.
 - Certify new acquired right-of-way.

ARTICLE AII • CONTRACT ADMINISTRATION

A. CONTRACT MANAGEMENT

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

4 **B. COST ACCOUNTING**

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

8 **C. SCHEDULING**

9 Schedules will be prepared for each specific Task Order.

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

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

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20 **A. TRANSPORTATION PLANNING TASKS**

- 21 1. Prepare and/or review planning studies.
- 22 2. Perform transportation modeling.
- 23 3. Prepare and/or review traffic impact studies.
- 24 4. Prepare Grant funding applications.
- 25 5. Review drainage studies/ Water Quality Management Plans (WQMP) for Development projects and
26 provide comments and/or Conditions of Approval.
- 27 6. Perform plan check reviews of improvement plans for private development projects.
- 28 7. Review Signing & Striping, Traffic Signal and Street Light improvement plans.
- 29 8. Verify development improvement plan designs are in compliance with project Conditions of Approval,

On-Call Engineering Services –Transportation Planning

- 1 County ordinances and policies, Federal/State/County road standards and guidelines, and general
- 2 engineering practice.
- 3 9. Review of grading plans and soils reports for private development projects seeking Grading Permit
- 4 approvals.
- 5 10. Coordinate R/W and easements needed for traffic signal improvements.
- 6 11. Provide other transportation planning related professional services as required.
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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, 2024.

Contract expiration time frames for issuance of work authorizations:

Contract	Execution Date 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, plans, 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.

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

3 **C. FINAL ACCEPTANCE**

4 When COUNTY determines that CONSULTANT has satisfactorily completed the services, COUNTY may give
5 CONSULTANT a written Notice of Final Acceptance. CONSULTANT shall not incur any further costs hereunder
6 unless so specified in the Notice of Final Acceptance. CONSULTANT may request a Notice of Final Acceptance
7 determination when, in its opinion, it has satisfactorily completed all covenants as stipulated in this contract.
8

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. Firms proposed to provide sub consulting services under this contract are listed below:

Counts Unlimited

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 [\$250,000] unless approved in writing by the COUNTY.

Annual Budget Amount:

<u>Year</u>	<u>Amount</u>
Contract Execution Date to June 30, 2020	[\$250,000]
July 1, 2020 to June 30, 2021	[\$250,000]
July 1, 2021 to June 30, 2022	[\$250,000]

1 July 1, 2022 to June 30, 2023 [\$250,000] (Requires Transportation Director or Board Approval)

2 July 1, 2023 to June 30, 2024 [\$250,000] (Requires Transportation Director or Board Approval)

3
4 **ARTICLE CVI • BILLING RATES**

5 Billing rates are subject to the following:

6 **A. PREMIUM OVERTIME PEMIUM OVERTIME**

7 Billing rates shall be applicable to both straight time and overtime work unless payment of premium for
8 overtime work is required by law, regulation or craft agreement, or is otherwise specified in the On-Call
9 Services Contract. In such event, the premium portion of the Direct Salary Costs will not be subject to the
10 Multiplier.

11 **B. BILLING RATES**

12 Billing rates shown herein are in effect for five (5) years from the effective date of the contract.
13 CONSULTANT shall notify COUNTY in writing requesting a change in the rates included herein. All
14 adjustments to rates shall be subject to approval by the Transportation Director, or their designee.
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