

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



**ITEM: 3.51  
(ID # 11664)**

**MEETING DATE:**  
Tuesday, March 10, 2020

**FROM :** TLMA-TRANSPORTATION:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/ TRANSPORTATION:  
Approval of the On-Call Services Agreement for Land Surveying Services between the County of Riverside and Psomas, for FY 19/20-23/24. All Districts. [Annual \$250,000, Total \$1,250,000 - 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 Psomas for On-Call Land Surveying Services for FY 19/20-21/22 and authorize the Chairman of the Board to execute the same on behalf of the County of Riverside;
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
3. Authorize the Director of Transportation to approve no-cost time extensions to complete on-going tasks.

**ACTION:Policy**


  
Patricia Romo, Director of Transportation 2/24/2020

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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: March 10, 2020  
xc: Transp.

Kecia R. 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>   | \$ 250,000                  | \$ 250,000               | \$ 1,250,000                        | \$ 0                |
| <b>NET COUNTY COST</b>  | \$ 0                        | \$ 0                     | \$ 0                                | \$ 0                |
| <b>SOURCE OF FUNDS:</b> Capital Funds and Deposit Based Fees<br>(100%) There are no General Funds used on this project. |                             |                          | <b>Budget Adjustment: No</b>        |                     |
|   |                             |                          | <b>For Fiscal Year: 19/20-23/24</b> |                     |

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

**BACKGROUND:**

**Summary**

The County of Riverside Transportation Department (Transportation Department) requires outside Land Surveying and 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 in compliance with the California Department of Transportation (Caltrans) Local Assistance Procedures Manual. Sixteen (16) firms submitted proposals and the top seven (7) ranked firms, based upon an evaluation of the proposals, were invited to interview. The written proposals and interviews were evaluated by representatives of the Transportation Department.

Psomas, out of its Riverside, California office, was selected as one of the top ranked firms to provide land surveying 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 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 Psomas 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 Land Surveying firms for 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 land surveying and support services necessary to deliver critical TIP projects and to meet the demands of the development community.

**Additional Fiscal Information**



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STATE OF CALIFORNIA**

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

| <u>Contract 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 Psomas and they are within range of acceptable industry practice for land surveying services. Caltrans has accepted Psomas Indirect Cost Rate (ICR) allowing this consultant to be used for State funded projects.

**ATTACHMENTS:**

Psomas On-Call Land Surveying Agreement



Jason Farin, Senior Management Analyst

3/4/2020



Gregory L. Priamos, Director County Counsel

2/26/2020

Contract No.: CSLS 2020-001  
Termination Date: June 30, 2024  
Amount Authorized: 250,000/year x 5  
State Funding:   Yes]

## ON-CALL SERVICES AGREEMENT

for

**Land Surveying Services**

between

**County of Riverside • Transportation Department**

and

**Psomas**



MAR 10 2020 3.50



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| <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> |    |
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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 Psomas, a California Corporation, hereinafter referred to as  
5 "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 [Cliff Simental, PLS](#)

10 Located at:

11 [1500 Iowa Avenue, Suite 210, Riverside, CA 92507](#)

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

13 [Ed Hunt and Tim Rayburn](#)

14 Located at:

15 [4080 Lemon Street 8<sup>th</sup> 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 [March 10, 2020](#) contingent upon approval by COUNTY, and CONSULTANT  
18 shall commence work after notification to proceed by COUNTY'S Contract Administrator. The contract shall  
19 end on [June 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.

- 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 an 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 \$1,250,000.

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 its 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  
28 are not 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.



**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

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 5applicable  
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

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

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

**ARTICLE XVIII FUNDING REQUIREMENTS**

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

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

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

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

**ARTICLE XIX CHANGE IN TERMS**

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

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

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

**ARTICLE XX CONTINGENT FEE**

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



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. Basic Indemnity. To the fullest extent permitted by applicable law, CONSULTANT agrees to defend  
6 (through legal counsel reasonably acceptable to County), indemnify, and hold harmless the County of  
7 Riverside, its Agencies, Districts, Departments and Special Districts, Board of Supervisors, elected and  
8 appointed officials, their respective directors, officers, employees, agents, and volunteers ("Indemnitee(s)")  
9 and each of them, from any and all Losses that arise out of or relate to any act or omission constituting  
10 ordinary and not professional negligence (including, without limitation, negligent breach of contract),  
11 recklessness, or willful misconduct on the part of CONSULTANT or its Subconsultants, or their respective  
12 employees, agents, representatives or independent contractors, any person or organization for whom  
13 CONSULTANT is responsible, arising out of or from the performance of services under this Agreement.

14 2. CONSULTANT further agrees to and shall indemnify and hold harmless the Indemnitees from all liability  
15 arising from suits, claims, demands, actions, or proceedings made by agents, employees or subcontractors  
16 of CONSULTANT for salary, wages, compensation, health benefits, insurance, retirement or any other  
17 benefit not explicitly set forth in this contract and arising out of work performed for County pursuant to this  
18 Agreement. The Indemnitees shall be entitled to the defense and indemnification provided for hereunder  
19 regardless of whether the Loss is in part caused or contributed to by the acts or omissions of an Indemnitee  
20 or any other person or entity; provided, however, that nothing contained herein shall be construed as  
21 obligating CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not required under  
22 the provisions of subparagraph 3, below.

23 2.1 "Losses" shall meant any and all economic and non-economic losses, costs, liabilities, claims, damages,  
24 actions, judgments, settlements and expenses, including, without limitation, reasonable attorney's fees  
25 (including without limitation, attorney's fees for trial and on appeal, expert and non-expert witness fees,  
26 arbitrator and arbitration fees and mediator and mediation fees.

27 3. Indemnity for Design Professional Services. To the fullest extent permitted by applicable law,  
28 CONSULTANT agrees to defend (through legal counsel reasonably acceptable to County), indemnify and  
29 hold harmless the Indemnitees, and each of them, against any and all Losses that arise out of, pertain to,



1 or relate to, any negligence, recklessness or willful misconduct constituting professional negligence on the  
2 part of CONSULTANT or its Subconsultants, or their respective employees, agents, representatives, or  
3 independent contractors. The Indemnitees shall be entitled to the defense, and indemnification provided  
4 for hereunder regardless of whether the Loss is, in part, caused or contributed to by the acts or omissions  
5 of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be  
6 construed as obligating CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not  
7 required under the provisions of this section. CONSULTANT shall defend and pay all costs and fees,  
8 including but not limited to attorney fees, cost of investigation, and defense, in any loss, suits, claims,  
9 demands, actions, or proceedings to the extent and in proportion to the percentage, such costs and fees  
10 arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT  
11 arising out of or from the performance of professional design services under this Agreement. The duty to  
12 defend applies to any alleged or actual negligence, recklessness, willful misconduct of CONSULTANT. The  
13 cost for defense shall apply whether or not CONSULTANT is a party to the lawsuit, and shall apply whether  
14 or not CONSULTANT is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if  
15 Indemnitees are alleged or found to be actively negligent, but only in proportion to the percentage of fault  
16 or negligence of CONSULTANT.

17 4. Without affecting the rights of County under any other provision of this Agreement, CONSULTANT  
18 shall not be required to indemnify or hold harmless or provide defense or defense costs to an Indemnitee  
19 for a Loss due to that Indemnitee's negligence, recklessness or willful misconduct; provided, however, that  
20 such negligence, recklessness or willful misconduct has been determined by agreement of CONSULTANT  
21 and Indemnitee or has been adjudged by the findings of a court of competent jurisdiction.

22 5. CONSULTANT agrees to obtain or cause to be obtained executed defense and indemnity  
23 agreements with provisions identical to those set forth in this section from each and every Subconsultant,  
24 of every Tier.

25 6. CONSULTANT's indemnification obligations under this Agreement shall not be limited by the  
26 amount or type of damages, compensation or benefits payable under any policy of insurance, workers'  
27 compensation acts, disability benefit acts or other employee benefit acts.

28 The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and consultant  
29 costs in pursuing or enforcing their right to defense and/or indemnification under this agreement.

1 B. INSURANCE

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

8 1. Workers' Compensation:

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

14 2. Commercial General Liability:

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

22 3. Vehicle Liability:

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

28 4. Professional Liability

29 CONSULTANT shall maintain Professional Liability Insurance providing coverage for the CONSULTANT'S



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

9 5. General Insurance Provisions - All lines:

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

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

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

26 **ARTICLE XXV OWNERSHIP OF DATA**

- 27 A. Ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this  
28 contract will automatically be vested in COUNTY; and no further agreement will be necessary to transfer  
29 ownership to COUNTY. CONSULTANT shall furnish COUNTY all necessary copies of data needed to complete



1 the review and approval process.

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

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

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

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

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

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

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

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

28 **ARTICLE XXVII CONFIDENTIALITY OF DATA**

29 A. All financial, statistical, personal, technical, or other data and information relative to COUNTY's operations,

1 which are designated confidential by COUNTY and made available to CONSULTANT in order to carry out this  
2 contract, shall be protected by CONSULTANT from unauthorized use and disclosure.

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

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

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

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

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

#### 15 **ARTICLE XXVIII NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

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

#### 21 **ARTICLE XXIX LEGAL COMPLIANCE**

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

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

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



1 **ARTICLE XXXI RETENTION OF FUNDS**

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

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

16 **ARTICLE XXXII NOTIFICATION**

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

21 **ARTICLE XXXIII CONTRACT**

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

ARTICLE XXXIV • APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:


 Dated: 2-24-2020

PATRICIA ROMO

Director of Transportation

APPROVED AS TO FORM:

GREGORY P. PRIAMOS, County Counsel

 Dated: 2/25/2020  
By Deputy  
KIBEL VALDEZ

APPROVAL BY THE BOARD OF SUPERVISORS

 Dated: MAR 10 2020

V. MANUEL PEREZ

PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

 Dated: MAR 10 2020

KECIA HARPER-IHEM

Clerk of the Board (SEAL)

CONSULTANT Approvals

CONSULTANT:

 Dated: 2/20/20


Cliff Simental, PLS

PRINTED NAME

Vice President

TITLE

CONSULTANT:

 Dated: 1/30/20

WILLIAM ESTORA, PLS

PRINTED NAME

VICE PRESIDENT

TITLE



ATTACHMENT A • SCOPE OF SERVICES

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ARTICLE AI • INTRODUCTION

A. DESCRIPTION

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

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

- Relevant Cities
- Utility Companies
- Caltrans
- Federal Agencies

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

D. STANDARDS

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

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. CONSULTANT will prepare fact sheets for COUNTY approval, documenting the exceptions to mandatory and advisory design standards. All documents shall be prepared using English Standard Units and dimensions.



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**1. Survey**

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

**2. Geographical Information System (GIS)**

- a. "GIS Information" shall include GIS digital files (including the information or data contained therein) and any other information, data, or documentation from COUNTY GIS (regardless of medium or format) that is provided pursuant to this Agreement.
- b. CONSULTANT acknowledges that the unauthorized use, transfer, assignment, sublicensing, or disclosure of the GIS information, documentation, or copies thereof will substantially diminish their value to COUNTY. CONSULTANT acknowledges and agrees that COUNTY GIS information is a valuable proprietary product, embodying substantial creative efforts, trade secrets, and confidential information and ideas. COUNTY GIS information is and shall remain the sole property of COUNTY; and there is no intention of COUNTY to transfer ownership of COUNTY GIS information.
- c. COUNTY GIS information is made available to CONSULTANT solely for use in the normal course of CONSULTANT's business to produce reports, analysis, maps and other deliverables only for a specific PROJECT and as described within the Scope of Services.
- d. CONSULTANT agrees to indemnify and hold harmless COUNTY, its officers, employees and agents from any and all liabilities, claims, actions, losses or damages relating to or arising from CONSULTANT's use of COUNTY GIS information.
- e. GIS information cannot be used for all purposes; and GIS information may not be complete for all purposes. Additional investigation or research by CONSULTANT into other sources will be required. GIS information is intended only as an information base and is not intended to replace any legal records. COUNTY has used and will continue to use its best efforts to correctly input into COUNTY GIS the information contained in various legal and other records; but COUNTY accepts no responsibility for any conflict with actual legal records or for information not transferred from legal records to COUNTY GIS. COUNTY has attempted to update GIS information as often as is practically feasible. However, CONSULTANT should be aware that GIS information may not be current and

1 changes or additions to the information contained in COUNTY GIS may not yet be reflected in  
2 COUNTY GIS.

- 3 f. COUNTY accepts no responsibility for the use of GIS information; and COUNTY provides no warranty  
4 for the use of COUNTY GIS or COUNTY GIS information by CONSULTANT. THE WARRANTIES  
5 SPECIFICALLY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES,  
6 EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS  
7 FOR A PARTICULAR PURPOSE; AND SUCH OTHER WARRANTIES ARE HEREBY EXCLUDED.
- 8 g. Final plans, drawings or other work products will be provided in an electronic format suitable for  
9 inclusion within the COUNTY GIS or CADD Systems by CONSULTANT and will contain the  
10 appropriate meta data and will be geographically registered using a appropriate coordinate system  
11 such as the California State Plane Coordinate System NAD 83.

### 12 3. Project Files

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

### 14 E. QUALITY CONTROL

- 15 1. CONSULTANT shall implement and maintain the following quality control procedures during the  
16 preparation of the plans and documents relating to this Contract. CONSULTANT shall have a quality  
17 control plan in effect during the entire time services are being performed under this Agreement. The plan  
18 shall establish a process whereby calculations are independently checked, plans checked, corrected and  
19 back-checked, and all job related correspondence and memoranda routed and received by affected  
20 persons and then bound in appropriate job files. Where several drawings show different work in the same  
21 area, means shall be provided to avoid conflicts and misalignment in both new and existing improvements.  
22 Evidence that the quality control plan is functional may be requested by the COUNTY Contract  
23 Administrator. All plans, calculations documents and other items submitted to the COUNTY Contract  
24 Administrator for review shall be marked clearly as being fully checked and that the preparation of the  
25 material followed the quality control plan established for the work.
- 26 2. CONSULTANT has total responsibility for the accuracy and completeness of all data, reports, plans,  
27 specifications and estimates prepared for this Contract and shall check all such material accordingly.  
28 COUNTY will review all work product deliverables. The responsibility for accuracy and completeness of  
29 such items remains solely that of CONSULTANT. Neither COUNTY'S review nor approval shall give rise



to any liability or responsibility on the part of COUNTY, or waive any of COUNTY’S rights, or relieve CONSULTANT of its professional responsibilities or obligations under this Agreement.

3. The plans, designs, estimates, calculations, reports and other documents furnished in accordance with the Scope of Services shall meet the criteria for acceptance and be a product of neat appearance, well organized, technically and grammatically correct, checked and having the preparer and checker identified. The minimum standard of appearance, organization and contents shall be of similar types produced by COUNTY and AGENCIES. If any work product submitted is not complete and ready for use by COUNTY, it shall be marked “Draft” or similar designation to indicate it is not ready for use by COUNTY. COUNTY expects that all work product not so designated is ready for and can be used as a final product.
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:

| <b>Assignment</b>    | <b>Key Personnel</b>                                   |
|----------------------|--|
| Principal in Charge  | Cliff Simental, PLS                                    |
| Project Manager      | William Estepa, PLS                                    |
| Sr. Project Surveyor | Sean Smith, PLS and Tim Garcia, PLS                    |
| Project Surveyor     | Brockton Miller, PLS and Jesus Ulloa                   |
| Field Party Chief    | Roger Fernandez, Juan Soto, Angela Wagnon, David Welch |
| QA/QC Engineer       | Jeremy Evans, PLS                                      |

**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 check and review consultants work prior to delivery to the COUNTY’s stakeholders.

**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:

**A. TRANSPORTATION LAND SURVEYING TASKS**

1. Performing field surveys of control nets and lines, boundary lines, topography and existing facilities or structures. Survey procedures along with survey notes will be reviewed by the COUNTY.
2. Preparation of legal descriptions, plats, record of survey, corner records, and right-of-way maps.
3. Survey services in support of photogrammetric surveys. Coordinate with the COUNTY to set up photogrammetric surveys based on aerial diagrams provided by photogrammetrist. Also included is the setting of aerial control points, placing horizontal/vertical data for the positions, locate control as needed for alignment purposes, locate existing utilities, culverts, and other infrastructure pertinent for designing, engineering, and/or surveying projects. All data will be reviewed by the COUNTY prior to submitting product



1 for completion.

- 2 **4.** Performing various types of surveying tasks on all types of construction projects.
- 3 **5.** Performing Quality Assurance work. CONSULTANT will be provided two sets of plans. CONSULTANT
- 4 will be directed by the COUNTY for the scope of work. Generally, work will consist of: setting initial control
- 5 points with horizontal and vertical values, checking various stages of construction at the direction of the
- 6 onsite inspector, documenting progress including any conflicts, and other quality assurance work.
- 7 **6.** Reviewing, suggesting corrections, and making recommendations on the checking of parcel maps, records
- 8 of survey, right-of-way cases, minor land division cases, corner records, and final subdivision maps.
- 9 **7.** Performing field monument inspections on parcel maps and final subdivision maps.
- 10 **8.** Performing volume calculations and associated field surveys.
- 11 **9.** Other associated professional services that may be requested.
- 12 **10.** All data submitted under a contract shall be processed and formatted using Bentley MicroStation in the
- 13 version specified by COUNTY (currently MicroStation V8i). For all preliminary projects, the CONSULTANT
- 14 will use the COUNTY data collection code table (latest version) specifically prepared for InRoads software
- 15 unless directed otherwise by COUNTY.

**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 or at the completion of the last task order, whichever is later.

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 1 | 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**

- 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.
- 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.

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**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 subconsulting services under this contract are listed below:



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:

Table with 2 columns: Year, Amount. Rows include Contract Execution Date to June 30, 2020, July 1, 2020 to June 30, 2021, July 1, 2021 to June 30, 2022, July 1, 2022 to June 30, 2023, and July 1, 2023 to June 30, 2024. Amounts are all [\$250,000].

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**ARTICLE CVI • BILLING RATES**

Billing rates are subject to the following:

**A. PREMIUM OVERTIME PEMIUM OVERTIME**

- a. 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**

- a. 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.