

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



ITEM: 3.18
(ID # 13273)

MEETING DATE:
Tuesday, November 17, 2020

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION
DEPARTMENT: Approval of Consultant Services Agreement between the
County of Riverside and Kimley-Horn and Associates, Inc. for the Horizontal
Curve Assessment Project. Districts 1, 3, and 5. [\$230,780 FY 20/21 - 100%
HSIP]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Consultant Services Agreement for Horizontal Curve Assessment Project
Between the County of Riverside and Kimley-Horn and Associates, Inc., in the amount of
\$230,780 for FY 20/21; and
2. Authorize the Chairman of the Board to execute the same on behalf of the County.


ACTION: Policy


Patricia Romo, Director of Transportation 9/28/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Washington 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: November 17, 2020
xc: Transp.

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 230,780	\$ 0	\$ 230,780	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: HSIP Funds 100%. No General Funds will be used on this project.			Budget Adjustment: No	
			For Fiscal Year: 20/21	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Due to a recent change to the California Manual on Traffic Control Devices (MUTCD) regarding methods and documentation requirements for determining the appropriate signs and advisory speeds for horizontal curves, all County maintained roadways having horizontal curves must be reassessed for compliance. In anticipation of this change, the Transportation Department applied for and received a Highway Safety Improvement Program (HSIP) grant in the amount of \$250,000 for a Horizontal Curve Assessment Project. Due to the large number of curves along County roadways, the Transportation Department will need to retain the services of an outside consultant to perform the assessment of appropriate signage and speed limits at these locations. If additional signage or upgrading of signage is needed, the signage will be placed by County forces utilizing the remaining grant funds to do so.

In compliance with the California Department of Transportation (Caltrans) Local Assistance Procedures Manual, the Transportation Department issued a Request for Proposals for qualified Traffic Engineering consultants to submit proposals for this work. Five (5) firms submitted proposals and the top three (3) 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.

Kimley-Horn and Associates, Inc. (KHA) was selected as the top ranked firm to provide the engineering services for this project for a not-to-exceed fee of \$230,780. The contract and rates for services were developed through negotiations between KHA and the Transportation Department. The consultant selection process meets the requirements for federally funded projects.

Due to the large number of horizontal curves throughout the County to be reviewed, and a limited budget, the County has identified initial priority locations and these are included in the Consultant's scope of work. KHA will be assessing the following roadway segments:

- Cajalco Road between Wood Road and Temescal Canyon Road
- Gavilan Road between Cajalco Road and Lake Mathews Road

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- Sage Road between Cactus Valley Road and SH-70
- Burnt Valley Road between SH-371 to SH-371
- De Luz Road between Murrieta City Limit to San Diego County Limit
- Tenaja Road between Clinton Keith Road and Sierra Ellena Road
- Gilman Springs Road between Soboba Road and SH-60
- Lake Mathews Drive between Cajalco Road and Gavilan Road
- Lakeridge Drive between Lake Mathews Drive and Multiview Drive
- Multiview Drive between Lakeridge Drive and Gavilan Road
- Santa Rosa Mine Road between Gavilan Road and Post Road
- Fern Valley Road between Circle Drive and Humber Park
- Marian View Drive between West of Canyon Drive and South Circle Drive
- Saunders Meadow Road between SH-243 and SR-143
- South Circle Drive between SH-243 and North Circle Drive

In addition to assessing the 15 road segments listed above, KHA will prepare guidance material on how to complete the remaining curve road segments. This will ensure the County is consistent with reviews going forward.

The remaining roadway segments will be assessed by County staff over the next couple of years as we work towards achieving full MUTCD compliance.

Impact on Residents and Businesses

The County will install additional warning and advisory signage along curved roadways to meet the most current standards, upon the conclusion of the horizontal curve assessment, anticipated to be at the end of 2021.

Additional Fiscal Information

The Engineering Services Contract will be 100% funded by the Highway Safety Improvement Program grant funding.

Contract History and Price Reasonableness

The Transportation Department has negotiated billing rates with Kimley-Horn and Associates and they are within range of acceptable industry practice for engineering services.

ATTACHMENTS:

Kimley-Horn and Associates, Inc. Consulting Services Agreement
Vicinity Map

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Jason Farin, Principal Management Analyst 11/9/2020



Gregory V. Priamos, Director County Counsel 10/29/2020

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

Contract No.:	<u>20-09-002</u>
Termination Date:	<u>12-31-2021</u>
Amount Authorized:	<u>\$230,780</u>
Federal Funding:	<input checked="" type="checkbox"/>
State Funding:	<input type="checkbox"/>

CONSULTING SERVICES AGREEMENT

for

Horizontal Curve Assessment Project

between

County of Riverside • Transportation Department

and

Kimley-Horn and Associates, Inc.



NOV 17 2020 3.18

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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.

A. Scope of Services A1

B. Compensation Plan B1

C. Caltrans Local Assistance Procedures Manual: Exhibit 10-02 Consultant Contract DBE Commitment C



1 **ARTICLE I INTRODUCTION**

2 A. This Consultant 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 KIMLEY-HORN, a North Carolina Corporation hereinafter referred to
5 as "CONSULTANT".

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

8 The CONSULTANT's Project Manager for CONSULTANT shall be:

9 Robert Paderna, P.E.

10 Located at:

11 555 Capitol Mall, Suite 300

12 Sacramento, CA 95814

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

14 Dennis Acuna

15 Located at:

16 3525 14th Street, Riverside CA 92501

17 C. CONSULTANT shall perform:

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

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

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

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

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

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

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

1 expressly so provided.

2 H. COUNTY is designated as the lead agency for PROJECT and is working cooperatively with other agencies in
3 the effort to complete the PROJECT.

4 I. Other public agencies that may be involved with the PROJECT including, but not limited to cooperative, funding,
5 reviewing, regulatory or operating agencies are listed below and will hereinafter be collectively referred to as
6 the "AGENCIES".

7 CALTRANS

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

9 A. To ensure understanding and performance of the contract objectives, meetings between COUNTY,
10 AGENCIES, and CONSULTANT shall be held as often as deemed necessary (typically at least monthly). All
11 work objectives, CONSULTANT's work schedule, the terms of the contract and any other related issues will be
12 discussed and/or resolved. CONSULTANT shall keep minutes of meetings and distribute copies of minutes as
13 appropriate. Progress reporting shall conform with the contract administration requirements of the COUNTY's
14 Consulting Services Manual including providing updated copies of the following documents at each project
15 coordination meeting.

- 16 • Meeting Agendas
- 17 • Meeting Sign-in Sheets
- 18 • Meeting Minutes (prior meeting)
- 19 • Action Items Tracking List
- 20 • Deliverables Tracking List
- 21 • Schedule Summary

22 B. CONSULTANT's Project Manager shall meet with COUNTY's Contract Administrator, as needed, which could
23 be as often as monthly, to discuss progress on the contract.

24 **ARTICLE III STATEMENT OF WORK**

25 CONSULTANT shall furnish all technical and professional services including labor, material, equipment,
26 transportation, supervision, and expertise to fully and adequately perform and complete the covenants set forth in
27 Attachment A, Scope of Services, which is attached hereto and incorporated herein by reference.

28 **ARTICLE IV PERFORMANCE PERIOD**

29 A. This contract shall go into effect upon approval by COUNTY, and CONSULTANT shall commence work after
Consulting Services Agreement

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1 notification to proceed by COUNTY'S Contract Administrator. The contract shall end on December 31, 2021,
2 unless extended by contract amendment.

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

5 C. Services provided under this contract may be performed in separate Milestones or Phases.
6

7 **ARTICLE V ALLOWABLE COSTS AND PAYMENTS**

8 A. The method of payment for this contract will be based on actual cost plus a fixed fee. COUNTY will reimburse
9 CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs,
10 overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will
11 not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment
12 rental, overhead, and other estimated costs set forth in Attachment B, the CONSULTANT's Compensation Plan,
13 which is attached hereto and incorporated herein by reference, unless additional reimbursement is provided for
14 by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that
15 exceeds COUNTY's approved overhead rate set forth in the Compensation Plan. In the event, that COUNTY
16 determines that a change to the work from that specified in the Contract is required, the contract time or actual
17 costs reimbursable by COUNTY shall be adjusted by contract amendment to accommodate the changed work.
18 The maximum total cost as specified in Article V.H shall not be exceeded, unless authorized by contract
19 amendment.

20 B. In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of \$230,780. The fixed
21 fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work
22 and such adjustment is made by contract amendment.

23 C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the
24 Compensation Plan.

25 D. When milestone or phase cost estimates are included in the Compensation Plan, CONSULTANT shall obtain
26 prior written approval for a revised milestone or phase cost estimate from the COUNTY's Contract Administrator
27 before exceeding such cost estimate.

28 E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs.
29 A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If

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1 CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement
2 of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the
3 provisions of Article VI Termination.

4 F. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.

5 G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's
6 Contract Administrator of itemized invoices. Invoices shall be submitted no later than 45 calendar days after
7 the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each
8 Milestone or Phase and each project as applicable. Invoices shall follow the format stipulated for the
9 Compensation Plan using the Project-specific & Multi-phase Contract Invoice templates provided in the
10 COUNTY Consulting Services Manual and shall reference this contract number and project title. Final invoice
11 must contain the final cost and all credits due COUNTY including any equipment purchased under the
12 provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60
13 calendar days after completion of CONSULTANT's work. Invoices shall be mailed to COUNTY's Contract
14 Administrator at the address provided in Article I.B.

15 H. The total amount payable by COUNTY including the fixed fee shall not exceed \$230,780.

16 I. Salary increases will be reimbursable if the new salary is within the salary range identified in the Compensation
17 Plan and is approved by COUNTY's Contract Administrator.

18 J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases,
19 which are the direct result of changes in the prevailing wage rates are reimbursable.

20 K. The services included under the terms of this contract are funded in whole or in part as noted below:

21 Federal funds: are included are not included

22 State funds: are included are not included

23 **ARTICLE VI TERMINATION**

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

26 B. COUNTY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants
27 herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY
28 may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this contract
29 with CONSULTANT, COUNTY shall pay CONSULTANT the sum due to CONSULTANT under this contract

1 prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the contract. In
2 which case the overage shall be deducted from any sum due CONSULTANT under this contract and the
3 balance, if any, shall be paid to CONSULTANT upon demand.

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

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

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

10 C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be
11 unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part
12 31.000 et seq., are subject to repayment by CONSULTANT to COUNTY.

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

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

25 **ARTICLE IX AUDIT REVIEW PROCEDURES**

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

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

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1 writing.

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

4 D. Audit Terms and Conditions if the amount shown in Article V.H is greater than \$150,000 and less than
5 \$3,500,000.

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

19 E. Audit Terms and Conditions if the amount shown in Article V.H is \$3,500,000 or greater and if Article V.K
20 identifies that Federal or State funds are used, in whole or in part, to fund the services performed under this
21 contract then compliance with the auditing provisions as described below is required. If the services are not
22 identified as funded in whole or in part with Federal or State funds then compliance with the auditing provisions
23 of Article IX.D shall apply.

24 CONSULTANT Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and
25 Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR
26 documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the COUNTY
27 Contract Administrator to conform to the Work Paper Review recommendations included in the management
28 letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the
29 Work Paper Review recommendations included in the management letter or audit recommendations included

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1 in the audit report will be considered a breach of the contract terms and cause for termination of the contract
2 and disallowance of prior reimbursed costs.

3 1. During a Caltrans' review of the ICR audit work papers created by the CONSULTANT's independent CPA,
4 Caltrans will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the
5 review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans
6 identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY
7 will reimburse the CONSULTANT at a provisional ICR until a FAR compliant ICR {e.g. 48 CFR, part 31;
8 GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in
9 accordance with procedures and guidelines of the American Association of State Highways and
10 Transportation Officials Audit Guide; and other applicable procedures and guidelines} is received and
11 approved by A&I. Provisional rates will be as follows:

12 a. If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed
13 rate.

14 b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed
15 rate.

16 c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.

17 2. If Caltrans is unable to issue a cognizant letter per Article IX.E.1. above, Caltrans may require
18 CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months
19 of the effective date of the management letter. Caltrans will then have up to six (6) months to review the
20 CONSULTANT's and/or the independent CPA's revisions.

21 3. If the CONSULTANT fails to comply with the provisions of this Article IX.E, or if Caltrans is still unable to
22 issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead
23 cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the
24 ICR and set forth in Article IX.E.1. above for all rendered services. In this event, this provisional ICR will
25 become the actual and final ICR for reimbursement purposes under this contract.

26 4. CONSULTANT may submit to COUNTY final invoice only when all of the following items have occurred:
27 (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under
28 this contract has been completed to the satisfaction of LOCAL AGENCY; and, (3) Caltrans has issued its
29 final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO COUNTY no later than

1 60 days after occurrence of the last of these items.

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

4 **ARTICLE X SUBCONTRACTING**

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

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

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

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

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

21 **ARTICLE XI EQUIPMENT PURCHASE**

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

26 B. For purchase of any item, service or consulting work not covered in CONSULTANT's Compensation Plan and
27 exceeding \$5,000 prior authorization by COUNTY's Contract Administrator; three competitive quotations must
28 be submitted with the request, or the absence of bidding must be adequately justified.

29 C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain

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1 an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at
2 least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and
3 is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the
4 contract is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal
5 to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in
6 accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price.
7 If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's
8 expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained
9 from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to sell the
10 equipment, the terms and conditions of such sale must be approved in advance by COUNTY." 2 CFR, Part
11 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000
12 is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

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

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

26 When all of the work performed by CONSULTANT is performed by crafts not affected by state labor laws or are not
27 contemplated for use, the State of California's General Prevailing Wage Rates are not applicable to this contract.

28 **Note:** The Federal "Payment of Predetermined Minimum Wage" applies only to federal-aid construction
29 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; to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

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

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:
 - 1. No state, federal or COUNTY appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation,

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- 1 renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- 2 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for
- 3 influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress;
- 4 an officer or employee of Congress, or an employee of a Member of Congress; in connection with this
- 5 federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit
- 6 Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- 7 B. This certification is a material representation of fact upon which reliance was placed when this transaction was
- 8 made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction
- 9 imposed by 31 U.S.C. Section 1352. Any person who fails to file the required certification shall be subject to a
- 10 civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 11 C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this
- 12 certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients
- 13 shall certify and disclose accordingly.

ARTICLE XVI STATEMENT OF COMPLIANCE

- 15 A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury
- 16 under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the
- 17 nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of
- 18 Regulations, Section 11102.
- 19 B. During the performance of this Contract, CONSULTANT and its subconsultants shall not unlawfully
- 20 discriminate, harass, or allow harassment against any employee or applicant for employment because of sex,
- 21 race, color, ancestry, religious, national origin, ethnic group identification, age, physical disability (including HIV
- 22 and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), genetic information, marital status,
- 23 or sexual orientation. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their
- 24 employees and applicants for employment are free from such discrimination and harassment. CONSULTANT
- 25 and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code
- 26 §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations,
- 27 Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission
- 28 implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the
- 29 California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if

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1 set forth in full. CONSULTANT and its subconsultants shall give written notice of their obligations under this
2 clause to labor organizations with which they have a collective bargaining or other Agreement.

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

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

16 **ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION**

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

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

1 C. Exceptions to the System for Award Management (SAM) maintained by the General Services Administration
2 are to be determined by the Federal Highway Administration.

3 **ARTICLE XVIII FUNDING REQUIREMENTS**

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

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

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

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

15 **ARTICLE XIX CHANGE IN TERMS**

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

17 B. All modifications that do not fit within the definition of a minor modification shall be considered a major change
18 and must be approved by amendment.

19 C. Minor modifications are changes or additions to the services being provided as defined in Article IV Statement
20 of Work but that are consistent with and needed to complete the contracted services and do not require an
21 increase in the total amount payable by COUNTY as provided in Article V.H and does not reduce the budget
22 allowed for any subconsultant classified in this Agreement as a DBE. Minor modifications are approved as
23 follows:

24 Shifting of budget and/or work between tasks within a single Milestone or Phase is allowable without
25 authorization by COUNTY.

26 Shifting of budget and/or work between different Milestones or Phases may be approved by execution of a
27 Administrative Budget Modification by both CONSULTANT and COUNTY in accordance with the procedures
28 specified in the COUNTY Consulting Services Manual.

29 D. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and

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1 notification to proceed has been provided by COUNTY's Contract Administrator.

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

5
6 **ARTICLE XX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION**

7 If Article V.K identifies that Federal funds are used, in whole or in part, to fund the services performed under this
8 contract then compliance with the provisions of Article XX as described below is required. If Article V.K identifies
9 that services are not funded in whole or in part with Federal funds than compliance with the requirements of Article
10 XX is not required.

- 11 A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in
12 Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on
13 this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

- 14 B. The goal for DBE participation for this contract is 5%. Participation by DBE consultant or subconsultants shall
15 be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or
16 in Attachment C, the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated
17 as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith
18 effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

- 19 C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the
20 performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall
21 not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.
22 CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of
23 US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach
24 of this contract, which may result in the termination of this contract or such other remedy as COUNTY deems
25 appropriate.

- 26 D. Any subcontract entered into as a result of this contract shall contain all of the provisions of Article XX.

- 27 E. A DBE firm may be terminated only with prior written approval from COUNTY and only for the reasons specified
28 in 49 CFR 26.53(f). Prior to requesting COUNTY consent for the termination, CONSULTANT must meet the
29 procedural requirements specified in 49 CFR 26.53(f).

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- 1 F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the
2 contract and is carrying out its responsibilities by actually performing, managing, and supervising the work
3 involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on
4 the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where
5 applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the
6 amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the, contract
7 is commensurate with the work it is actually performing, and other relevant factors.
- 8 G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or
9 project through which funds are passed in order to obtain the appearance of DBE participation. In determining
10 whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do
11 not participate.
- 12 H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its
13 contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than
14 would be expected on the basis of normal industry practice for the type of work involved, it will be presumed
15 that it is not performing a CUF.
- 16 I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into
17 with certified DBEs. The records shall show the name and business address of each DBE or vendor and the
18 total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of
19 payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work
20 performed by their own forces along with the corresponding dollar value of the work.
- 21 J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form
22 entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants"
23 CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized
24 representative and shall be furnished to the COUNTY's Contract Administrator with the final invoice. Failure to
25 provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar
26 value of the invoice being withheld from payment until the form is submitted. The amount will be returned to
27 CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE),
28 First-Tier Subconsultants" is submitted to the COUNTY's Contract Administrator.
- 29 K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify

1 CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during
2 the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any
3 changes should be reported to COUNTY's Contract Administrator within 30 days.

4 **ARTICLE XXI CONTINGENT FEE**

5 CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or
6 retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage,
7 brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling
8 agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this
9 warranty, COUNTY has the right to annul this contract without liability; pay only for the value of the work actually
10 performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount
11 of such commission, percentage, brokerage, or contingent fee.

12 **ARTICLE XXII DISPUTES**

13 A. In the event CONSULTANT considers any work demanded of him to be outside the requirements of the
14 Agreement, or if he considers any order, instruction, or decision of COUNTY to be unfair, he shall promptly
15 upon receipt of such order, instruction or decision, ask for a written confirmation of the same whereupon he
16 shall proceed without delay to perform the work or to conform to the order, instruction, or decision; but unless
17 CONSULTANT finds such order, instruction, or decision satisfactory, he shall within 20 days after receipt of
18 same, file a written protest with COUNTY stating clearly and in detail his objections and reasons therefore.
19 Except for such protests or objections as are made of record in the manner specified and within the time stated
20 herein, and except for such instances where the basis of a protest could not reasonably have been foreseen
21 by CONSULTANT within the time limit specified for protest, CONSULTANT hereby waives all grounds for
22 protests or objections to the orders, instruction, or decisions of COUNTY and hereby agrees that, as to all
23 matters not included in such protests, the orders, instructions and decisions of COUNTY will be limited to
24 matters properly falling within COUNTY's authority.

25 B. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of
26 by agreement shall be decided by a committee consisting of COUNTY's Contract Administrator and Director of
27 Transportation or designee, who may consider written or verbal information submitted by CONSULTANT.

28 C. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and
29 estimate, CONSULTANT may request review by COUNTY Governing Board of unresolved claims or disputes,

1 other than audit. The request for review will be submitted in writing.

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

4 **ARTICLE XXIII INSPECTION OF WORK**

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

8 **ARTICLE XXIV SAFETY**

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

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

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

19 D. In the event CONSULTANT performs trenching of five feet or deeper in the performance any service provided
20 under this Agreement, CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA)
21 permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices,
22 work, method, operation, or process related to the construction or excavation of trenches which are five feet or
23 deeper.

24 **ARTICLE XXV INDEMNIFICATION AND INSURANCE**

25 A. Basic Indemnity

26 1. To the fullest extent permitted by applicable law, CONSULTANT agrees to defend (through legal counsel
27 reasonably acceptable to COUNTY), indemnify, and hold harmless the County of Riverside, its Agencies,
28 Districts, Departments and Special Districts, Board of Supervisors, elected and appointed officials, and
29 each of their respective directors, members officers, employees, agents, volunteers and representatives

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1 ("Indemnitees") and each of them from any and all Losses that arise out of or relate to any act or omission
2 constituting ordinary and not professional negligence (including, without limitation, negligent breach of
3 contract), recklessness, or willful misconduct on the part of CONSULTANT or its subconsultants or their
4 respective employees, agents, representatives, or independent contractors.

5 2. "Losses" shall mean any and all economic and non-economic losses, costs, liabilities, claims, damages,
6 actions, judgements, settlements and expenses, including, without limitation, full and actual attorney's fees
7 (including, without limitation, attorney's fees for trial and on appeal), expert and non-expert witness fees,
8 arbitrator and arbitration fees and mediator and mediation fees.3. CONSULTANT further agrees to and
9 shall indemnify and hold harmless the Indemnitees from all liability arising from suits, claims, demands,
10 actions, or proceedings made by agents, employees or subcontractors of CONSULTANT for salary, wages,
11 compensation, health benefits, insurance, retirement or any other benefit not explicitly set forth in this
12 contract and arising out of work performed for COUNTY pursuant to this contract. The Indemnitees shall
13 be entitled to the defense and indemnification provided for hereunder regardless of whether the Loss is in
14 part caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity;
15 provided however, that nothing contained herein shall be construed as obligating CONSULTANT to
16 indemnify and hold harmless any Indemnitee to the extent not required under the provisions of Paragraph
17 B. below.

18 B. Indemnity for Design Professional Services

19 1. To the fullest extent permitted by Applicable Law, CONSULTANT agrees to defend (through legal counsel
20 reasonably acceptable to COUNTY), indemnify and hold harmless the Indemnitees, and each of them,
21 against any and all Losses that arise out of, pertain to, or relate to, any negligence, recklessness or willful
22 misconduct constituting professional negligence on the part of CONSULTANT or its Subconsultants, or
23 their respective employees, agents, representatives, or independent contractors. The Indemnitees shall
24 be entitled to the defense, and indemnification provided for hereunder regardless of whether the Loss is, in
25 part, caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity;
26 provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to
27 indemnify and hold harmless any Indemnitee to the extent not required under the provisions of this section.
28 CONSULTANT shall defend and pay, all costs and fees, including but not limited to attorney fees, cost of
29 investigation, and defense, in any loss, suits, claims, demands, actions, or proceedings to the extent and

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1 in proportion to the percentage, such costs and fees arise out of, pertain to, or relate to the negligence,
2 recklessness or willful misconduct of CONSULTANT arising out of or from the performance of professional
3 design services under this Agreement. The duty to defend applies to any alleged or actual negligence,
4 recklessness, willful misconduct of CONSULTANT. The cost for defense shall apply whether or not
5 CONSULTANT is a party to the lawsuit and shall apply whether or not CONSULTANT is directly liable to
6 the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively
7 negligent, but only in proportion to the percentage of fault or negligence of CONSULTANT.

8 2. Without affecting the rights of COUNTY under any other provision of this Agreement, CONSULTANT shall
9 not be required to indemnify or hold harmless or provide defense or defense costs to an Indemnitee for a
10 Loss due to that Indemnitee's negligence, recklessness or willful misconduct; provided, however, that such
11 negligence, recklessness or willful misconduct has been determined by agreement of CONSULTANT and
12 Indemnitee or has been adjudged by the findings of a court of competent jurisdiction.

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

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

18 5. The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and consultant costs in
19 pursuing or enforcing their right to defense and/or indemnification under this Agreement.

20 **B. INSURANCE**

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

27 1. Workers' Compensation:

28 If the CONSULTANT has employees as defined by the State of California, the CONSULTANT shall maintain
29 statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of

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1 California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits
2 not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in
3 favor of The County of Riverside.

4 2. Commercial General Liability:

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

12 3. Vehicle Liability:

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

18 4. Professional Liability

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

28 5. General Insurance Provisions - All lines:

29 a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of

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

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

16 **ARTICLE XXVI OWNERSHIP OF DATA**

- 17 A. Ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this
- 18 contract will automatically be vested in COUNTY; and no further agreement will be necessary to transfer
- 19 ownership to COUNTY. CONSULTANT shall furnish COUNTY all necessary copies of data needed to complete
- 20 the review and approval process.
- 21 B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-
- 22 readable form, are intended for one-time use in the construction of the project for which this contract has been
- 23 entered into. CONSULTANT acknowledges that the plans, drawings and/or other work products may be used
- 24 by COUNTY for the PROJECT regardless of any disputes that may develop between CONSULTANT and
- 25 COUNTY. All plans, drawings, or other work product shall be deemed the sole and exclusive property of
- 26 COUNTY to be used as desired by COUNTY, and ownership thereof is irrevocably vested in COUNTY whether
- 27 the PROJECT is implemented or not.
- 28 C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or
- 29 misuse by COUNTY of the machine-readable information and data provided by CONSULTANT under this

1 contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with
2 any use by COUNTY of the project documentation on other projects, for additions to this project, or for the
3 completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.

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

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

9 **ARTICLE XXVII CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR**

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

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

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

22 **ARTICLE XXVIII CONFIDENTIALITY OF DATA**

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

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

29 C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or COUNTY's

1 actions on the same, except to COUNTY's staff, CONSULTANT's own personnel involved in the performance
2 of this contract, at public hearings or in response to questions from a Legislative committee.

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

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

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

9 **ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

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

15 **ARTICLE XXX LEGAL COMPLIANCE**

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

20 **ARTICLE XXXI EVALUATION OF CONSULTANT**

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

24 **ARTICLE XXXII RETENTION OF FUNDS**

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

26 B. COUNTY will withhold the last 10 percent of the budget for preparation of the final PS&E documents. The 10
27 percent retainage is to be held after 90% of the PS&E phase has been billed and is not to be deducted from
28 each invoice. The amount retained will be paid to CONSULTANT after COUNTY has approved
29 CONSULTANT's PS&E documents. The CONSULTANT, or subconsultant, shall return all monies withheld in

1 retention from a subconsultant within thirty (30) days after receiving payment. Federal law (49 CFR 26.29)
2 requires that any delay or postponement of payment over thirty (30) days may take place only for good cause
3 and with the COUNTY's prior written approval. Any violation of this provision shall subject the violating
4 CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of
5 the Business and Professions Code. These requirements shall not be construed to limit or impair any
6 contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in
7 the event of a dispute involving late payment or nonpayment by the CONSULTANT, deficient subconsultant
8 performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime
9 consultant and subconsultants.

10 **ARTICLE XXXIII NOTIFICATION**

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

15 **ARTICLE XXXIV CONTRACT**

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

21 This contract may be executed in any number of counterparts, each of which will be an original, but all of which
22 together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures,
23 such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act
24 ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the
25 electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have
26 the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or
27 process attached to or logically associated with an electronic record and executed or adopted by a person with the
28 intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes
29 use of an electronic signature for transactions and contracts among parties in California, including a government

Horizontal Curve Assessment Project D0-0018

1 agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have
2 the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For
3 purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section
4 1633.2 of the Civil Code.

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ARTICLE XXXV APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

_____ Dated: _____

PATRICIA ROMO

Director of Transportation

APPROVED AS TO FORM:

GREGORY P. PRIAMOS, County Counsel

 Dated: 10/18/2020
By Deputy K Bell Valdez

APPROVAL BY THE BOARD OF SUPERVISORS

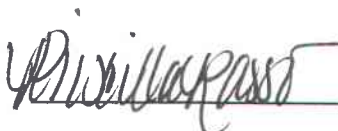
 Dated: NOV 17 2020

V. MANUEL PEREZ

PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

 Dated: NOV 17 2020

KECIA HARPER

Clerk of the Board (SEAL)

CONSULTANT Approvals

CONSULTANT:

DocuSigned by:
 Dated: 10/19/2020
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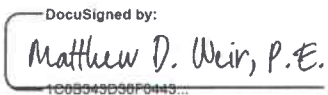
Robert Paderna, P.E. No. C73262

PRINTED NAME

Assistant Secretary

TITLE

CONSULTANT:

DocuSigned by:
 Dated: 10/19/2020
100B943D30F0443...

Matthew D. Weir, P.E. No. C70216

PRINTED NAME

Vice President

TITLE



ATTACHMENT A • SCOPE OF SERVICES

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APPENDIX 1 • DETAILED SCOPE OF SERVICES

1

ARTICLE AI • INTRODUCTION

2

A. DESCRIPTION

3

The County of Riverside Transportation Department (Transportation Department) requires outside Traffic Engineering support services to deliver a Horizontal Curve Assessment Project. As required by the California Manual on Uniform Traffic Control Devices (CA MUTCD), all roadways having horizontal curves must be assessed to determine the appropriate horizontal alignment warning signs and advisory speeds to post using methodologies and criteria identified by the CA MUTCD.

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B. LOCATIONS

9

- Cajalco Road between Wood Road and Temescal Canyon Road

10

- Gavilan Road between Cajalco Road and Lake Mathews Road

11

- Sage Road between Cactus Valley Road and SH-70

12

- Burnt Valley Road between SH-371 to SH-371

13

- De Luz Road between Murrieta City Limit to San Diego County Limit

14

- Tenaja Road between Clinton Keith Road and Sierra Ellena Road

15

- Gilman Springs Road between Soboba Road and SH-60

16

- Lake Mathews Drive between Cajalco Road and Gavilan Road

17

- Lakeridge Drive between Lake Mathews Drive and Multiview Drive

18

- Multiview Drive between Lakeridge Drive and Gavilan Road

19

- Santa Rosa Mine Road between Gavilan Road and Post Road

20

- Fern Valley Road between Circle Drive and Humber Park

21

- Marian View Drive between Western terminus (West of Canyon Drive) and South Circle Drive

22

- Saunders Meadow Road between SH-243 and SR-143

23

- South Circle Drive between SH-243 and North Circle Drive

24

Total mileage of project roadways listed above includes up to 75 centerline miles.

25

26

C. COORDINATION

27

CONSULTANT shall coordinate with other involved agencies for compatible design and phasing of construction with existing conditions. Coordination may include, but will not necessarily be limited to the following:

28

29

- Caltrans

D. PHASES

The services performed by CONSULTANT will be accomplished in 1 Phase:

- Phase I – Data collection, Design recommendations, Reporting

Phase I shall proceed upon written notice to proceed by COUNTY.

E. STANDARDS

All documents shall be prepared in accordance with current State Department of Transportation (CALTRANS) regulations, policies, procedures, manuals and standards including compliance with Federal Highway Administration (FHWA) requirements and/or County Road Standards as appropriate. Improvements of local roads may be prepared in accordance with COUNTY standards in lieu of CALTRANS standards as directed by the COUNTY PROJECT MANAGER. 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.

1. Design

Traffic design shall be in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) and the California Supplement.

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 this PROJECT and as described within the Scope of Services.

Horizontal Curve Assessment Project

- 1 d. CONSULTANT agrees to indemnify and hold harmless COUNTY, its officers, employees and agents
2 from any and all liabilities, claims, actions, losses or damages relating to or arising from
3 CONSULTANT's use of COUNTY GIS information.
- 4 e. GIS information cannot be used for all purposes; and GIS information may not be complete for all
5 purposes. Additional investigation or research by CONSULTANT into other sources will be required.
6 GIS information is intended only as an information base and is not intended to replace any legal
7 records. COUNTY has used and will continue to use its best efforts to correctly input into COUNTY
8 GIS the information contained in various legal and other records; but COUNTY accepts no
9 responsibility for any conflict with actual legal records or for information not transferred from legal
10 records to COUNTY GIS. COUNTY has attempted to update GIS information as often as is practically
11 feasible. However, CONSULTANT should be aware that GIS information may not be current and
12 changes or additions to the information contained in COUNTY GIS may not yet be reflected in
13 COUNTY GIS.
- 14 f. COUNTY accepts no responsibility for the use of GIS information; and COUNTY provides no warranty
15 for the use of COUNTY GIS or COUNTY GIS information by CONSULTANT. THE WARRANTIES
16 SPECIFICALLY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES,
17 EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS
18 FOR A PARTICULAR PURPOSE; AND SUCH OTHER WARRANTIES ARE HEREBY EXCLUDED.
- 19 g. Final plans, drawings or PROJECT work products will be provided in an electronic format suitable for
20 inclusion within the COUNTY GIS or CADD Systems by CONSULTANT and will contain the
21 appropriate meta data and will be geographically registered using an appropriate coordinate system
22 such as the California State Plane Coordinate System NAD 83.

23 **4. Project Files**

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

25 **F. QUALITY CONTROL**

- 26 1. CONSULTANT shall implement and maintain the following quality control procedures during the
27 preparation of the plans and documents relating to PROJECT. CONSULTANT shall have a quality control
28 plan in effect during the entire time services are being performed under this Agreement. The plan shall
29 establish a process whereby calculations are independently checked, plans checked, corrected and back-

Horizontal Curve Assessment Project

1 checked, and all job related correspondence and memoranda routed and received by affected persons
 2 and then bound in appropriate job files. Evidence that the quality control plan is functional may be
 3 requested by the COUNTY Contract Administrator.

4 2. CONSULTANT has total responsibility for the accuracy and completeness of all data, reports, plans,
 5 specifications and estimates prepared for this PROJECT and shall check all such material accordingly.
 6 COUNTY will review all work product deliverables. The responsibility for accuracy and completeness of
 7 such items remains solely that of CONSULTANT. Neither COUNTY'S review or approval shall give rise
 8 to any liability or responsibility on the part of COUNTY, or waive any of COUNTY'S rights, or relieve
 9 CONSULTANT of its professional responsibilities or obligations under this Agreement.

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

17 4. The page identifying preparers of engineering reports, the title sheet for specifications and each sheet of
 18 plans, shall bear the professional seal, certificate number, registration classification, expiration date of the
 19 certificate, and signature of the professional engineer(s) responsible for their preparation.

G. KEY PERSONNEL

20
 21 The CONSULTANT has represented to the COUNTY that certain key personnel will perform the services and
 22 if one or more of such personnel should become unavailable, CONSULTANT may substitute other personnel
 23 of at least equal competence only after prior written approval by the COUNTY PROJECT MANAGER has been
 24 secured. The key personnel for performance of this PROJECT are:

Assignment	Key Personnel
Principal in Charge	Jon Collins, PE
Project Manager	Robert Paderna, PE
Lead Transportation Engineer	Jason Melchor, PE
QA/QC Engineer	Matt Weir, PE, TE, PTOE

Horizontal Curve Assessment Project

1 The Project Manager shall be a registered civil engineer in the State of California. All documents and
2 deliverables submitted that represent engineering work shall be signed and stamped (including registration
3 Number) by an engineer/land surveyor with an appropriate license/registration for the work performed.

4 **H. COUNTY RESPONSIBILITIES**

5 The following includes tasks to be completed by the COUNTY:

- 6 • COUNTY will provide standards, existing plans, and manuals when requested by CONSULTANT and
7 available to COUNTY personnel.
- 8 • COUNTY will provide data generally as described below:
 - 9 • Existing speed limits and/or spot speed surveys for all project roadways
 - 10 • Available GIS files including but not limited to roadway centerline and traffic control device
11 inventory
 - 12 • Collision data (most recent 5 years)

13 **ARTICLE AII • SERVICES TO BE PROVIDED**

14 **A. CONTRACT DELIVERABLES**

- 15 • Monthly progress reports and invoices
- 16 • Kick-off meeting agenda and summary
- 17 • Project progress meeting agenda and summary
- 18 • GIS database with existing sign locations and raw sign attribute data
- 19 • Existing sign database (in .XLS format) presenting sign attribute
- 20 • Project Report (Draft and Final, signed and sealed by person in responsible charge) containing
21 project summary, tasks completed, results of data collection and evaluation, as described in Article AII.B
22 below, in hard copy and electronic (GIS and Excel) format
- 23 • Graphics/ exhibits depicting existing conditions and recommended new signs
- 24 • Standard Operating Procedures Memorandum for the County of Riverside Transportation
25 Department' use in future horizontal curve assessments as describe in Article II.B

26 In addition to any requirement as specified in this Agreement, all deliverables will be provided in Acrobat
27 Portable Document Format (pdf).

B. PHASE I SERVICES

1. The Consultants detailed scope of services by task, as reflected in Appendix 1 of this Attachment A and consisting of 3 pages, is attached hereto and incorporated by this reference.

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County of Riverside
Horizontal Curve Assessment Project

APPENDIX 1

Detailed Scope of Services

Task 1 – Project Work Plan Management

This task includes general project administration, including management of project staff and subconsultants, quality control and quality assurance, and project accounting. Kimley-Horn will develop a detailed project schedule that incorporates applicable project constraints and the County's desired processing and approval timelines. This scope of services is anticipated to be completed over a period of 10 months. The County shall provide all information requested by Kimley-Horn during the project, including, but not limited to, the following:

- Existing speed limits and/or spot speed surveys for all project roadways
- Available GIS files including roadway centerline, speed limits, accident data, etc.
- Planned street and road closures

Upon receipt of a Notice to Proceed, Kimley-Horn will coordinate and attend a project kick-off meeting (in-person or virtually) with County staff. The primary purpose of this coordination step will be to confirm the County's project expectations, confirm the project study area including the three (3) priority corridors per RFP and additional corridors/segments (up to 75 centerline miles total), identify and discuss analysis criteria, to establish mutually acceptable project schedule, discuss invoicing requirements and procedures, and to collect information from the County.

Kimley-Horn will participate in one additional face-to-face meeting with County staff. This meeting is anticipated to coincide with the draft report deliverable. Meeting participation includes preparation, coordination, attendance, and documentation.

Task 1 Deliverables:

- Monthly progress reports and invoices
- Kick-off meeting agenda and summary
- Project progress meeting agenda and summary

Task 2 – Data Collection and Sign and Horizontal Curve Evaluation

The Kimley-Horn team will perform field data collection activities to collect the following:

- Site observations at the horizontal curve locations by a registered engineer.
- Sign inventory using Mobile LiDAR scanning mounted to the bed of a pickup truck, the field vehicle will travel lanes in both directions of the entire project area. This survey will enable the identification of sign attributes, as well as a rich data set that includes roadway conditions and features such as pavement type, lane widths, above ground utility locations, striping, metal beam guard rail, and other assets which the County may use for inventory and/or assessments on future efforts outside of this Scope of Services. The scan data will be collected in a method consistent with GIS level accuracy and will not provide survey-grade accuracy.
- Horizontal curve ball bank using Rieker's Curve Advisory Reporting System (CARS)

Our team proposes to perform the horizontal curve evaluation along up to 75 centerline miles (and up to 500 curve locations) using Rieker's Curve Advisory Reporting System (CARS) electronic ball bank indicator system. The CARS equipment will be mounted to a pickup truck to enable efficient collection of robust horizontal curve data. This system is FHWA and CA-MUTCD compliant, and includes integrated GPS to geographically correlate curve radius, super-elevation, and location date and time. To provide accurate data, all roadway corridors undergoing curve analysis will have CARS ball-bank data collected for two passes in each direction. We will collect and process ball bank measurements utilizing the Rieker's CARS system, including:

- Curve radius
- Location of BC (latitude and longitude)
- Location of EC (latitude and longitude)
- Advisory speed
- Date and time of observations

County of Riverside
Horizontal Curve Assessment Project

We will run queries in ESRI ArcGIS to determine critical curve connections. This will include four queries which can be refined prior to completion of the task. These queries will include:

- Locations where two curve segments are within 600 feet of one another
- Locations of winding roads, where three or more curve segments occur with tangent distances between each curve being 600 feet max
- Total distance of winding road segments
- Advisory speed of initial curve and subsequent curves, flagging subsequent curves which have calculated advisory speeds of 10 mph or more below advisory speed of the initial curve

The sign and post attributes listed below will be collected for all horizontal curve warning signs including W1 series signs (Curve Warning), W2 series signs (Intersection Warning), W3 series signs (Intersection Control), W4-1, W4-10, W13-1P (Advisory Speed Plaque), and N-1 & N-2 object markers signs as well as R1-1 ("Stop"), R1-2 ("Yield"), and R2 series signs (Speed Limit). This project includes up to 75 centerline miles and up to 1,500 signs.

- GPS coordinates (latitude and longitude)
- Street name for which sign is placed
- Sign Designation: CA-MUTCD code
- Sign Category: CA-MUTCD Classification Designation
- Sign Variation: Notation of variation for certain CA-MUTCD signage, i.e., 35 mph, right/left curve, street name, etc.
- Sign Panel Size: In general, the panel size will be derived from type specifications in the CA MUTCD.
- Sign Colors (foreground and background)
- Sign Orientation: Cardinal direction sign faces - North, Northeast, East, etc.
- Sign Placement: Left, right, overhead, median as seen by motorist in travel lane
- Position on Post: Top, middle, bottom
- Lateral Distance of Sign: Measured from edge of traveled way to the left-edge of sign
- Height of Sign: Measured from ground at edge of traveled way to the bottom edge of sign. Measurements shall be recorded to the bottom of each sign where there are multiple signs on a single post.
- Sign Condition: Good, bent, twisted, faded/illegible, vandalized (stickers/graffiti), holes, view obscured
- Sign photos: 360 degree snapshots from mobile scan, for both context and image of sign
- Post Type: Utility pole, mast arm, U-Channel, galvanized round, 4x4 wood, non post-wall, etc.
- Post Number: Quantity of posts for sign structure
- Post Shared: Yes/No, are there multiple signs on the post
- Post Condition: Good, twisted, bent, leaning
- Sign Notes: Any additional condition notation of importance regarding the sign
- Date of Inventory: The date on which the signpost was inventoried

Based on the field observations, review of the sign attributes, and horizontal curve data collected in this task, Kimley-Horn will perform an evaluation of the existing horizontal alignment warning signs at the project locations. This evaluation will be primarily based on current published standards, guidance, and requirements per the 2014 edition of the CA-MUTCD 2014, Caltrans' Highway Design Manual, and other applicable County and/or Caltrans documentation.

Each warning sign will be evaluated based on its physical attributes (sign/ post conditions, size, and retroreflectivity), lateral placement (proximity to edge of traveled way), and advance placement of particular horizontal and/or vertical roadway geometric conditions.

Task 2 Deliverables:

- GIS database with existing sign locations and raw sign attribute data
- Existing sign database (in .XLS format) presenting sign attribute data

County of Riverside
Horizontal Curve Assessment Project

Task 3 – Recommendations Report

Kimley-Horn will prepare a Draft Project Report in which the following information will be included:

- Overview of existing conditions including field observations, sign inventory findings, horizontal curve data, and retroreflectivity information
- Graphics/exhibits depicting existing conditions and recommended new signs

The Draft Project Report will be submitted electronically (in .PDF format) to the County for review and comment. Kimley-Horn will produce a Final Project Report based on one set of consolidated, non-conflicting comments received from the County on the Draft Report. We will prepare and submit an electronic copy (in .PDF format) and up to four bound hard copies of the Final Report. The Final Report deliverables will also include a GIS layer in which the attributes of the corridors' signage are provided.

Task 3 Deliverables:

- Project Report (Draft and Final)

Task 4 – Standard Operating Procedures (SOP) Development

The Kimley-Horn team will prepare a Standard Operating Procedures (SOP) memorandum to document the process and procedures by which the County can perform the horizontal curve analysis and warning sign evaluation in house. This brief guidance document will include recommended processes and exhibits presenting horizontal alignment warning sign placement for various conditions (i.e., single curve, reverse curve, winding road). The exhibits will include guidance for placement of advanced warning signs based on roadway speeds, curve advisory speeds, and other pertinent factors consistent with our analysis approach. We will also include considerations on use of chevrons and large arrow signs along horizontal curves. Additionally, the Standard Operating Procedures memorandum will include recommended practices on maintenance and use of digital inclinometer, safety measures for field data collection, and sign database development and data management for use on large scale evaluations.

The Draft SOP memorandum will be submitted electronically (in .PDF format) to the County for review and comment. Kimley-Horn will produce a Final SOP memorandum based on one set of consolidated, non-conflicting comments received from the County on the Draft deliverable.

This task includes participation in one meeting with County staff to present the SOP document and review comments received.

Task 4 Deliverables:

- Standard Operating Procedures (SOP) Memorandum (Draft and Final)

ATTACHMENT B · COMPENSATION PLAN

Horizontal Curve Assessment Project for Traffic Engineering Fee Proposal Summary

October 16, 2020

COMPANIES	PHASE I	PHASE II	PHASE III	PHASE IV	TOTAL
Kimley-Horn and Associates, Inc. Prime	\$ 112,402.18				\$ 112,402.18
Mark Thomas & Company, Inc. Preliminary Engineering	\$ 105,875.36				\$ 105,875.36
Advantec Consulting Solutions, Inc. Preliminary Engineering	\$ 12,500.93				\$ 12,500.93
TOTAL	\$ 230,778.48				\$ 230,778.48

- Phase I **Preliminary Engineering**
- Phase II
- Phase III
- Phase IV

FEE PROPOSAL WORKSHEET		
COMPANY: Kimley-Horn and Associates, Inc.	SCOPE OF WORK: Project Summary	PHASE: All Phases
PROJECT: Horizontal Curve Assessment Project for Traffic Engineering		DATE: October 16, 2020

DIRECT LABOR

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Robert Paderna	Project Manager	100	@ \$64.66	\$6,466.00
Jon Collins	Principal in Charge	36	@ \$69.72	\$2,509.92
Matthew Weir	QA/QC	30	@ \$77.90	\$2,337.00
Jason Melchor	Sr. Professional	55	@ \$66.36	\$3,649.80
Mychal Loomis	Sr. Professional	30	@ \$60.82	\$1,824.60
Daryl dePencier	Professional	40	@ \$55.06	\$2,202.40
Chelsey Cooper	Professional	50	@ \$46.64	\$2,332.00
	Analyst	260	@ \$40.70	\$10,582.00
	Sr. Project Support	10	@ \$44.36	\$443.60
	Project Support	13	@ \$28.69	\$372.97

TOTAL HOURS: **624** TOTAL AMOUNT: **\$32,720.29**

MULTIPLIERS

ESCALATION @	(Rates Vary by Phase)	\$1,636.01
OVERHEAD @	194.64% (of Direct Labor + Escalation)	\$66,871.11
PAYROLL ADDITIVES @	0.61% (of Direct Labor + Escalation)	\$209.57
PROFIT (FIXED FEE)	10.00%	\$10,122.74
TOTAL MULTIPLIERS:		\$78,839.44

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Travel (Airfare, Rental Car, Gas, etc)	1	Actual Cost @	\$842.45	\$842.45

TOTAL ODC'S: **\$842.45**

SUB CONSULTANT SERVICES

COMPANY	LABOR	MULTIPLIERS	ODC's	TOTAL
Mark Thomas & Company, Inc.	\$16,173.45	\$29,121.91	\$60,580.00	\$105,875.36
Advantec Consulting Solutions, Inc.	\$4,373.31	\$8,127.62		\$12,500.93

TOTAL SUBCONSULTANT SERVICES: **\$118,376.30**

GRAND TOTAL **\$230,778.48**

FEE PROPOSAL WORKSHEET

COMPANY Kimley-Horn and Associates, Inc.		SCOPE OF WORK Preliminary Engineering	PHASE: Phase I
PROJECT: Horizontal Curve Assessment Project for Traffic Engineering			DATE: October 16, 2020

DIRECT LABOR

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Robert Paderna	Project Manager	100	@ \$64.66	\$6,466.00
Jon Collins	Principal in Charge	36	@ \$69.72	\$2,509.92
Matthew Weir	QA/QC	30	@ \$77.90	\$2,337.00
Jason Melchor	Sr. Professional	55	@ \$66.36	\$3,649.80
Mychal Loomis	Sr. Professional	30	@ \$60.82	\$1,824.60
Daryl dePencier	Professional	40	@ \$55.06	\$2,202.40
Chelsey Cooper	Professional	50	@ \$46.64	\$2,332.00
	Analyst	260	@ \$40.70	\$10,582.00
	Sr. Project Support	10	@ \$44.36	\$443.60
	Project Support	13	@ \$28.69	\$372.97

TOTAL HOURS: **624** TOTAL AMOUNT: **\$32,720.29**

MULTIPLIERS

ESCALATION @	5.00%	(of Direct Labor)	\$1,636.01
OVERHEAD @	194.64%	(of Direct Labor + Escalation)	\$66,871.11
FCCM @	0.61%	(of Direct Labor + Escalation)	\$209.57
PROFIT (FIXED FEE)	10.00%		\$10,122.74

TOTAL MULTIPLIERS: **\$78,839.44**

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Travel (Airfare, Rental Car, Gas, etc)	1	Actual Cost	@ \$842.45	\$842.45

TOTAL ODC'S: **\$842.45**

SUB CONSULTANT SERVICES

COMPANY	LABOR	MULTIPLIERS	ODC'S	TOTAL
Mark Thomas & Company, Inc.	\$16,173.45	\$29,121.91	\$60,580.00	\$105,875.36
Advantec Consulting Solutions, Inc.	\$4,373.31	\$8,127.62		\$12,500.93

TOTAL SUBCONSULTANT SERVICES: **\$118,376.30**

TOTAL \$230,778.48

SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY: Mark Thomas & Company, Inc.	SCOPE OF WORK: Preliminary Engineering	PHASE: All Phases
PROJECT: Horizontal Curve Assessment Project for Traffic Engineering		DATE: August 6, 2020

DIRECT LABOR

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Matt Stringer	Survey Division Manager	8	@ \$104.24	\$833.92
Brandon Benton	Sr. Survey Manager	16	@ \$69.00	\$1,104.00
Ryan Michalak	Project Surveyor	118	@ \$52.69	\$6,217.42
Erik Keethe	Surveyor	115	@ \$37.15	\$4,272.25
Jazmina Peterson	Project Coordinator	20	@ \$35.22	\$704.40
Marisol Serrano	Surveyor	29	@ \$36.60	\$1,061.40
Sergio Bowser	Senior Survey Technician	29	@ \$29.44	\$853.76
Brian Kelly	Survey Technician	10	@ \$28.00	\$280.00
Adrian Aguirre	Survey Technician	10	@ \$26.52	\$265.20
Arturo Dominguez	Survey Technician	10	@ \$26.21	\$262.10
Phillip Ortiz	Survey Technician	8	@ \$25.00	\$200.00
Annie Kumar	Survey Intern	7	@ \$17.00	\$119.00
TOTAL HOURS		380	AL DIRECT LABOR	\$16,173.45

MULTIPLIERS

ESCALATION @	(Rates Vary by Phase)	
OVERHEAD @	154.60% (of Direct Labor + Escalation)	\$25,004.15
PAYROLL ADDITIVES @	(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%	\$4,117.76
TOTAL MULTIPLIERS		\$29,121.91

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Electronic Ball Bank (Rieker) - Licensing and equipment rental	1	@	\$9,375.00	\$9,375.00
Mobile Lidar (Trek) - Data collection and processing	1	@	\$49,875.00	\$49,875.00
Hotel & Per Diem	5	@	\$206.00	\$1,030.00
Mileage	522	@	\$0.58	\$300.00
TOTAL ODC'S				\$60,580.00

TOTAL \$105,875.36

SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY: Mark Thomas & Company, Inc.	SCOPE OF WORK: Preliminary Engineering	PHASE: Phase I
PROJECT: Horizontal Curve Assessment Project for Traffic Engineering		DATE: August 6, 2020

DIRECT LABOR

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
Matt Stringer	Survey Division Manager	8	@	\$104.24	\$833.92
Brandon Benton	Sr. Survey Manager	16	@	\$69.00	\$1,104.00
Ryan Michalak	Project Surveyor	118	@	\$52.69	\$6,217.42
Erik Keethe	Surveyor	115	@	\$37.15	\$4,272.25
Jazmina Peterson	Project Coordinator	20	@	\$35.22	\$704.40
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Brian Kelly	Survey Technician	10	@	\$28.00	\$280.00
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Arturo Dominguez	Survey Technician	10	@	\$26.21	\$262.10
Phillip Ortiz	Survey Technician	8	@	\$25.00	\$200.00
Annie Kumar	Survey Intern	7	@	\$17.00	\$119.00
TOTAL HOURS		380		AL DIRECT LABOR	\$16,173.45

MULTIPLIERS

ESCALATION @		(of Direct Labor)	
OVERHEAD @	154.60%	(of Direct Labor + Escalation)	\$25,004.15
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$4,117.76
TOTAL MULTIPLIERS			\$29,121.91

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Electronic Ball Bank (Rieker) - Licensing and equipment rental	1	@	\$9,375.00	\$9,375.00
Mobile Lidar (Trek) - Data collection and processing	1	@	\$49,875.00	\$49,875.00
Hotel & Per Diem	5	@	\$206.00	\$1,030.00
Mileage	522	@	\$0.58	\$300.00
TOTAL ODC'S				\$60,580.00

TOTAL **\$105,875.36**

**ATTACHMENT C · CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL: EXHIBIT 10-02
CONSULTANT CONTRACT DBE COMMITMENT**

Attachment D • Caltrans LAPM: Exhibit 10-02 Consultant Contract DBE Commitment

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: Riverside County Transportation Department 2. Contract DBE Goal: 5%
 3. Project Description: Consultant Services - Horizontal Curve Assessment
 4. Project Location: Riverside County, California
 5. Consultant's Name: Kimley-Horn and Associates, Inc. 6. Prime Certified DBE: 7. Total Contract Award Amount: \$230,778.48
 8. Total Dollar Amount for **ALL** Subconsultants: \$118,376.30 9. Total Number of **ALL** Subconsultants: 2

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Collision data analysis and cost estimation	30139	Advantec Consulting Engineers 1200 Roosevelt, Irvine CA 92620	12,500.93
		Leo Lee 949-861-4999	
Local Agency to Complete this Section			
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		14. TOTAL CLAIMED DBE PARTICIPATION	\$ 12,500.93
			5.4 %
23. Local Agency Representative's Signature _____ 24. Date _____ 25. Local Agency Representative's Name _____ 26. Phone _____ 27. Local Agency Representative's Title _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> _____ 15. Preparer's Signature Matthew D. Weir _____ 17. Preparer's Name Vice President _____ 19. Preparer's Title </div> <div style="width: 35%;"> _____ 16. Date 10/14/2022 _____ 18. Phone 916.859.3617 _____ </div> </div>	

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.