

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



ITEM: 3.37
(ID # 15201)

MEETING DATE:
Tuesday, June 22, 2021

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/ TRANSPORTATION:
Approval of the On-call Services Agreement for National Pollutant Discharge Elimination System (NPDES) Services between the County of Riverside and CASC Engineering and Consulting, Inc. All Districts. [\$500,000 Total Cost - 100% Local Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the On-call Services Agreement for NPDES Services between the County of Riverside Transportation Department (County) and CASC Engineering and Consulting, Inc.;
2. Authorize the Chair of the Board to execute the same; and
3. Authorize the Director of Transportation, or designee, to approve contract extensions as provided for in the contract.

ACTION:Policy


Mark Lancaster, Director of Transportation 5/17/2021

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt
Nays: None
Absent: None
Date: June 22, 2021
xc: Transp.

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$100,000	\$ 100,000	\$ 500,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Varies by project. There are no General Funds used for this contract.			Budget Adjustment: No	
			For Fiscal Year: 21/22-25/26	

C.E.O. RECOMMENDATION: Approval

BACKGROUND:

Summary

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

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

A Request for Technical Proposals (RFP) was published on the Transportation Department's website and advertised in the Press Enterprise newspaper for full services firms and specialist firms in Biological, Cultural and NPDES services. Furthermore, an RFP notice was emailed to three hundred and eighty-seven (387) firms that were on County pre-qualified lists of consulting firms. Three (3) firms submitted proposals for NPDES Services, which were carefully reviewed and evaluated by a Selection Committee consisting of County representatives. Based on the consultants' expertise, the Selection Committee selected all three (3) firms to be interviewed for the next stage of the selection process.

Of the three (3) firms interviewed, the Selection Committee determined that the County would pursue an On-call Services Agreement for NPDES Services with the top ranked firm.

CASC Engineering and Consulting, Inc. (CASC) has been selected to perform environmental services specializing in the NPDES. The County has a need for services from CASC to provide assistance and guidance with the County's Municipal Separate Storm Sewer Systems (MS4) Permits, the Industrial General Permit, and the Construction General Permit. CASC will also provide expertise in NPDES compliance relating to Transportation Department operations at its

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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maintenance yards and material sites through facility inspections, audits, and annual preparation of Facility Pollution Prevention Plans.

The County has negotiated with CASC for staffing billing rates to remain fixed through June 30, 2024. This contract is for an annual amount not-to-exceed \$100,000 each fiscal year for up to three (3) years (total aggregate of \$300,000). The terms of the contract provide the County with the option to extend the contract for two (2) additional one (1) year extensions (total aggregate of \$200,000) following the close of the initial three (3) year period. Funding for the services provided for each assignment will come from the respective funds for which the services are being performed.

County Counsel has approved the agreement as to form.

Impact on Residents and Businesses

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

Additional Fiscal Information

There is no General Fund money associated with this contract and funding varies by project. Funding sources includes Measure "A", Transportation Uniform Mitigation Fee (TUMF), State grant funds, Gas Tax and other local funds.

Contract History and Price Reasonableness

The County has negotiated with CASC for staff billing rates to remained fixed through June 30, 2024. The billing rates in this contract are within the range of acceptable industry practice for environmental services and are consistent with other firms providing similar services.

ATTACHMENTS:

On-Call Services Agreement for NPDES Services (CASC)



Jason Farin, Principal Management Analyst 6/15/2021

Contract No.:

21-05-002

Termination Date:

June 30, 2024

Amount Authorized:

[\$100,000/year x 3]

State Funding:

No Yes

ON-CALL SERVICES AGREEMENT

for

NPDES Services

between

County of Riverside • Transportation Department

and

CASC Engineering and Consulting, Inc.



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1 **ARTICLE I INTRODUCTION**

2 A. This On-Call Services Agreement ("Agreement") is entered into this _____ day of _____, 2021, by
3 and between COUNTY OF RIVERSIDE, a political subdivision of the State of California, hereinafter referred to
4 as "COUNTY", and CASC Engineering and Consulting, Inc., a California corporation, hereinafter referred to as
5 "CONSULTANT".

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

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

9 *Melanie Sotelo*

10 Located at:

11 *1470 E. Cooley Dr., Colton, CA 92324*

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

13 *Mary Zambon, Transportation Department- Environmental Division Manager, or her designee*

14 Located at:

15 *3525 14 St., Riverside, CA 92501*

16 C. CONSULTANT shall perform:

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

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

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

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

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

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

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

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

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

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

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

11 **ARTICLE III STATEMENT OF WORK**

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

16 **ARTICLE IV PERFORMANCE PERIOD**

17 A. This contract shall go into effect on [June 22, 2021](#) contingent upon approval by COUNTY, and CONSULTANT
18 shall commence work after notification to proceed by COUNTY'S Contract Administrator. The contract shall
19 end on [June 30, 2024](#), unless extended by contract amendment. This Agreement may be extended for two (2)
20 additional one-year periods by a written amendment.

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

23 C. The period of performance shall be in accordance with the requirements set forth in each Task Order and
24 Attachment B, Schedule of Services, which is attached hereto and incorporated herein. If work on a Task Order
25 is in progress on the expiration date of this contract, the terms of the contract shall be extended by contract
26 amendment. Contract extensions may be executed by the Director of Transportation if authorized by the County
27 Board of Supervisors.

28 **ARTICLE V ALLOWABLE COSTS AND PAYMENTS**

29 A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANTs Cost

1 Proposal. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee.
2 These rates are not adjustable for the performance period set forth in this Contract.

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

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

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

12 E. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved
13 Compensation Plan.

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

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

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

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

- 1 J. The period of performance for Task Orders shall be in accordance with the time frame specified in each Task
2 Order.
- 3 K. The total amount payable by COUNTY for an individual Task Order shall not exceed the amount agreed to in
4 the Task Order. Additional services or budget will require the issuance of a new Task Order.
- 5 L. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order,
6 no payment will be made until the deliverable has been satisfactorily completed.
- 7 M. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this
8 Agreement.
- 9 N. The total amount payable by COUNTY for all Task Orders resulting from this contract if in effect for all five (5)
10 years shall not exceed \$500,000.00.
- 11 O. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will
12 be authorized under this contract through Task Orders.

13 **ARTICLE VI TERMINATION**

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

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

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

1 unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part
2 31.000 et seq., are subject to repayment by CONSULTANT to COUNTY.

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

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

15 **ARTICLE IX AUDIT REVIEW PROCEDURES**

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

1 necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by
2 COUNTY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that
3 individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if
4 directed by COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review
5 recommendations, or to ensure that the federal, state or local governments have access to CPA work papers,
6 will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior
7 reimbursed costs.

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

10 **ARTICLE X SUBCONTRACTING**

- 11 A. Nothing contained in this contract or otherwise, shall create any contractual relation between COUNTY and any
12 subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations
13 hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and omissions of its
14 subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and
15 omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its
16 subconsultant(s) is an independent obligation from COUNTY'S obligation to make payments to the
17 CONSULTANT.
- 18 B. CONSULTANT shall perform the work contemplated with resources available within its own organization and
19 no portion of the work pertinent to this contract shall be subcontracted without written authorization by
20 COUNTY's Contract Administrator, except that, which is expressly identified in the Compensation Plan.
- 21 C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made
22 to CONSULTANT by COUNTY.
- 23 D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract
24 to be applicable to subconsultants.
- 25 E. Any substitution of subconsultant(s) must be approved in writing by COUNTY's Contract Administrator prior to
26 the start of work by the subconsultant(s).

27 **ARTICLE XI EQUIPMENT PURCHASE**

- 28 A. Prior authorization in writing, by COUNTY's Contract Administrator, shall be required before CONSULTANT
29 enters into any unbudgeted purchase order or subcontract exceeding \$5,000 for supplies, equipment, or

1 CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring
2 such costs.

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

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

17 **ARTICLE XII STATE PREVAILING WAGE RATES**

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

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

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

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

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

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

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

6 **ARTICLE XIII CONFLICT OF INTEREST**

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

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

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

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

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

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

21 1. No state, federal or COUNTY appropriated funds have been paid, or will be paid by-or-on behalf of
22 CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state
23 or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of
24 the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection
25 with the awarding of any state or federal contract; the making of any state or federal grant; the making of
26 any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation,
27 renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

28 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for
29 influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress;

1 an officer or employee of Congress, or an employee of a Member of Congress; in connection with this
2 federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit
3 Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

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

11 **ARTICLE XVI STATEMENT OF COMPLIANCE**

12 A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury
13 under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the
14 nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of
15 Regulations, Section 11102.

16 B. During the performance of this Contract, CONSULTANT and its subconsultants shall not unlawfully
17 discriminate, harass, or allow harassment against any employee or applicant for employment because of sex,
18 race, color, ancestry, religious, national origin, ethnic group identification, age, physical disability (including HIV
19 and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), genetic information, marital status,
20 or sexual orientation. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their
21 employees and applicants for employment are free from such discrimination and harassment. CONSULTANT
22 and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code
23 §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations,
24 Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission
25 implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the
26 California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if
27 set forth in full. CONSULTANT and its subconsultants shall give written notice of their obligations under this
28 clause to labor organizations with which they have a collective bargaining or other Agreement.

29 C. The CONSULTANT shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted

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

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

13 **ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION**

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

- 24 B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in
25 determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating
26 agency, and dates of action.
- 27 C. Exceptions to the System for Award Management (SAM) maintained by the General Services Administration
28 are to be determined by the Federal Highway Administration.
- 29

ARTICLE XVIII FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to COUNTY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or COUNTY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. COUNTY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

ARTICLE XIX CHANGE IN TERMS

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by COUNTY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Contract Manager or members of the contract team, as listed as Key Personnel in the approved Scope of Services, which is a part of this contract without prior written approval by COUNTY's Contract Administrator.

ARTICLE XX CONTINGENT FEE

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

ARTICLE XXI DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of

1 by agreement shall be decided by a committee consisting of COUNTY's Contract Administrator and Department
2 Head, who may consider written or verbal information submitted by CONSULTANT.

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

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

8 **ARTICLE XXII INSPECTION OF WORK**

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

12 **ARTICLE XXIII SAFETY**

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

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

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

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

28 **ARTICLE XXIV INDEMNIFICATION AND INSURANCE**

29 A. Basic Indemnity

1. To the fullest extent permitted by applicable law, CONSULTANT agrees to defend (through legal counsel reasonably acceptable to COUNTY), indemnify, and hold harmless the County of Riverside, its Agencies, Districts, Departments and Special Districts, Board of Supervisors, elected and appointed officials, and each of their respective directors, members officers, employees, agents, volunteers and representatives ("Indemnitees") and each of them from any and all Losses that arise out of or relate to any act or omission constituting ordinary and not professional negligence (including, without limitation, negligent breach of contract), recklessness, or willful misconduct on the part of CONSULTANT or its subconsultants or their respective employees, agents, representatives, or independent contractors.
2. "Losses" shall mean any and all economic and non-economic losses, costs, liabilities, claims, damages, actions, judgements, settlements and expenses, including, without limitation, full and actual attorney's fees (including, without limitation, attorney's fees for trial and on appeal), expert and non-expert witness fees, arbitrator and arbitration fees and mediator and mediation fees.
3. CONSULTANT further agrees to and shall indemnify and hold harmless the Indemnitees from all liability arising from suits, claims, demands, actions, or proceedings made by agents, employees or subcontractors of CONSULTANT for salary, wages, compensation, health benefits, insurance, retirement or any other benefit not explicitly set forth in this contract and arising out of work performed for COUNTY pursuant to this contract. The Indemnitees shall be entitled to the defense and indemnification provided for hereunder regardless of whether the Loss is in part caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of Paragraph B. below.

B. Indemnity for Design Professional Services

1. To the fullest extent permitted by Applicable Law, CONSULTANT agrees to defend (through legal counsel reasonably acceptable to COUNTY), indemnify and hold harmless the Indemnitees, and each of them, against any and all Losses that arise out of, pertain to, or relate to, any negligence, recklessness or willful misconduct constituting professional negligence on the part of CONSULTANT or its Subconsultants, or their respective employees, agents, representatives, or independent contractors. The Indemnitees shall be entitled to the defense, and indemnification provided for hereunder regardless of whether the Loss is, in part, caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity;

1 provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to
2 indemnify and hold harmless any Indemnitee to the extent not required under the provisions of this section.
3 CONSULTANT shall defend and pay, all costs and fees, including but not limited to attorney fees, cost of
4 investigation, and defense, in any loss, suits, claims, demands, actions, or proceedings to the extent and
5 in proportion to the percentage, such costs and fees arise out of, pertain to, or relate to the negligence,
6 recklessness or willful misconduct of CONSULTANT arising out of or from the performance of professional
7 design services under this Agreement. The duty to defend applies to any alleged or actual negligence,
8 recklessness, willful misconduct of CONSULTANT. The cost for defense shall apply whether or not
9 CONSULTANT is a party to the lawsuit and shall apply whether or not CONSULTANT is directly liable to
10 the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively
11 negligent, but only in proportion to the percentage of fault or negligence of CONSULTANT.

- 12 2. Without affecting the rights of COUNTY under any other provision of this Agreement, CONSULTANT shall
13 not be required to indemnify or hold harmless or provide defense or defense costs to an Indemnitee for a
14 Loss due to that Indemnitee's negligence, recklessness or willful misconduct; provided, however, that such
15 negligence, recklessness or willful misconduct has been determined by agreement of CONSULTANT and
16 Indemnitee or has been adjudged by the findings of a court of competent jurisdiction.
- 17 3. CONSULTANT agrees to obtain or cause to be obtained executed defense and indemnity agreements with
18 provisions identical to those set forth in this section from each and every Subconsultant, of every Tier.
- 19 4. CONSULTANT's indemnification obligations under this Agreement shall not be limited by the amount or
20 type of damages, compensation or benefits payable under any policy of insurance, workers' compensation
21 acts, disability benefit acts or other employee benefit acts.
- 22 5. The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and consultant costs in
23 pursuing or enforcing their right to defense and/or indemnification under this Agreement.

24 B. INSURANCE

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

1 representatives as Additional Insureds.

2 1. Workers' Compensation:

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

8 2. Commercial General Liability:

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

16 3. Vehicle Liability:

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

22 4. Professional Liability

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

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

3 5. General Insurance Provisions - All lines:

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

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

5 d. It is understood and agreed to by the parties hereto that the CONSULTANT'S insurance shall be
6 construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured
7 retention's or self-insured programs shall not be construed as contributory.

8 e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope
9 of services; or, there is a material change in the equipment to be used in the performance of the scope
10 of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the
11 COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required
12 under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of
13 insurance carried by the CONSULTANT has become inadequate.

14 f. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subconsultants
15 working under this Agreement.

16 g. The insurance requirements contained in this Agreement may be met with a program(s) of self-
17 insurance acceptable to the COUNTY.

18 h. CONSULTANT agrees to notify COUNTY of any claim by a third party or any incident or event that may
19 give rise to a claim arising from the performance of this Agreement.

20 **ARTICLE XXV OWNERSHIP OF DATA**

21 A. Ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this
22 contract will automatically be vested in COUNTY; and no further agreement will be necessary to transfer
23 ownership to COUNTY. CONSULTANT shall furnish COUNTY all necessary copies of data needed to complete
24 the review and approval process.

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

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 project documentation on other projects, for additions to a project, or for the completion
3 of a 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 COUNTY shall have the royalty-free nonexclusive and irrevocable right to
8 reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

9 **ARTICLE XXVI 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 XXVII 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 XXVIII 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 XXIX 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 XXX 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. Preparation or processing of a performance evaluation shall not affect the contract end date as defined in
24 "ARTICLE IV PERFORMANCE PERIOD".

25 **ARTICLE XXXI RETENTION OF FUNDS**

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

27 B. COUNTY will withhold the last 10 percent of the budget for preparation of any final PS&E documents. The 10
28 percent retainage is to be held after 90% of the PS&E phase has been billed and is not to be deducted from
29 each invoice. The amount retained will be paid to CONSULTANT after COUNTY has approved

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

11 **ARTICLE XXXII NOTIFICATION**

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

16 **ARTICLE XXXIII CONTRACT**

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

22 Each Party to this contract agrees to the use of electronic signatures, such as digital signatures that meet the
23 requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17),
24 for executing this contract. The Parties further agree that the electronic signatures of the Parties included in this
25 contract are intended to authenticate this writing and to have the same force and effect as manual signatures.
26 Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an
27 electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the
28 CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and
29 contracts among parties in California, including a government agency. Digital signature means an electronic

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

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1 **ARTICLE XXXIV • APPROVALS**

2 **COUNTY Approvals**

3 **RECOMMENDED FOR APPROVAL:**

4
5 
6 _____

7 **Mark Lancaster**

8 **Director of Transportation**

9
10 **APPROVED AS TO FORM:**

11 **GREGORY P. PRIAMOS, County Counsel**

12 
13 _____

14 **By Deputy**

15
16 **APPROVAL BY THE BOARD OF SUPERVISORS**

17
18 
19 _____
20 **KAREN SPIEGEL**

21 PRINTED NAME

22 **Chair, Riverside County Board of Supervisors**

23 **ATTEST:**

24
25
26 
27 _____

28 **KECIA R. HARPER**

29 **Clerk of the Board (SEAL)**

CONSULTANT Approvals

CASC ENGINEERING AND CONSULTING, INC.:

Michelle E. Furlong Digitally signed by Michelle E. Furlong
Date: 2021.06.07 11:26:27 -07'00'

Michelle E. Furlong

PRINTED NAME

Secretary/Treasurer

TITLE

CONSULTANT:

Richard J Sidor Digitally signed by Richard J Sidor
Date: 2021.06.07 12:06:56 -07'00'

Richard S. Sidor

PRINTED NAME

President/CFO

TITLE

ATTACHMENT A • SCOPE OF SERVICES

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ARTICLE AI • INTRODUCTION 1

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ARTICLE AI • INTRODUCTION

A. DESCRIPTION

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

B. LOCATION

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

Map of the County of Riverside



C. COORDINATION

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

- Relevant Cities
- Regional Water Quality Control Board
- Federal and State Resource Agencies
 - Native American Tribes
 - Western Riverside County Regional Conservation Authority (RCA)
 - Coachella Valley Conservation Committee/Coachella Valley Association of Governments (CVCC/CVAG)
- CALTRANS
- Federal Highway Administration
- Other County Departments and Agencies

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

D. STANDARDS

Documents shall be prepared in accordance with current State Department of Transportation (CALTRANS)

1 regulations, policies, procedures, manuals and standards including compliance with Federal Highway
2 Administration (FHWA) requirements and/or County Standards and Practices as appropriate. Caltrans
3 guidelines for the technical studies and the environmental document will follow the guidance available as of
4 contract date.

5 **1. Environmental**

6 Environmental documents and services shall be performed in accordance with CALTRANS Standard
7 Environmental Reference (SER) including requirements of the California Environmental Quality Act (CEQA)
8 and the National Environmental Policy Act (NEPA) if a project has a federal nexus.

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

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

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

16 b. CONSULTANT acknowledges that the unauthorized use, transfer, assignment, sublicensing, or
17 disclosure of the GIS information, documentation, or copies thereof will substantially diminish their
18 value to COUNTY. CONSULTANT acknowledges and agrees that COUNTY GIS information is a
19 valuable proprietary product, embodying substantial creative efforts, trade secrets, and confidential
20 information and ideas. COUNTY GIS information is and shall remain the sole property of COUNTY;
21 and there is no intention of COUNTY to transfer ownership of COUNTY GIS information.

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

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

28 e. GIS information cannot be used for all purposes; and GIS information may not be complete for all
29 purposes. Additional investigation or research by CONSULTANT into other sources will be required.

1 GIS information is intended only as an information base and is not intended to replace any legal
2 records. COUNTY has used and will continue to use its best efforts to correctly input into COUNTY
3 GIS the information contained in various legal and other records; but COUNTY accepts no
4 responsibility for any conflict with actual legal records or for information not transferred from legal
5 records to COUNTY GIS. COUNTY has attempted to update GIS information as often as is practically
6 feasible. However, CONSULTANT should be aware that GIS information may not be current and
7 changes or additions to the information contained in COUNTY GIS may not yet be reflected in
8 COUNTY GIS.

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

18 3. Project Files

19 Project files shall be indexed in accordance with CALTRANS' Project Development Uniform File System.
20

21 E. QUALITY CONTROL

- 22 1. CONSULTANT shall implement and maintain the following quality control procedures during the
23 preparation of the plans and documents relating to this Contract. CONSULTANT shall have a quality
24 control plan in effect during the entire time services are being performed under this Agreement. The plan
25 shall establish a process whereby calculations are independently checked, plans checked, corrected and
26 back-checked, and all job related correspondence and memoranda routed and received by affected
27 persons and then bound in appropriate job files. Where several drawings show different work in the same
28 area, means shall be provided to avoid conflicts and misalignment in both new and existing improvements.
29 Evidence that the quality control plan is functional may be requested by the COUNTY Contract

1 Administrator. All plans, calculations, documents and other items submitted to the COUNTY Contract
2 Administrator for review shall be marked clearly as being fully checked and that the preparation of the
3 material followed the quality control plan established for the work.

4 2. CONSULTANT has total responsibility for the accuracy and completeness of all data, reports, plans,
5 specifications and estimates prepared for this Contract 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 nor 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, estimates, calculations, reports and other documents furnished in accordance with
11 the Scope of Services shall meet the criteria for acceptance and be a product of neat appearance, well
12 organized, technically and grammatically correct, checked and having the preparer and checker identified.
13 The 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 as a final product.

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, and signature of the
19 professional engineer(s) responsible for their preparation.
20

21 **F. KEY PERSONNEL**

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

Assignment	Key Personnel
Project Manager	Melanie Sotelo

1 **G. COUNTY RESPONSIBILITIES**

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

- 3 • COUNTY will provide standards, existing plans, and manuals when requested by CONSULTANT and
4 available to COUNTY personnel.

5 **ARTICLE AII • CONTRACT ADMINISTRATION**

6 **A. CONTRACT MANAGEMENT**

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

10 **B. COST ACCOUNTING**

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

14
15 **ARTICLE AIII • SERVICES TO BE PROVIDED/SCOPE OF WORK**

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

- 26 • Guidance on, Preparation or Review of NPDES Reporting related to the Construction or Industrial General
27 Permits, any or all of the County's three MS4 Permits, or other NPDES Permits as required.
28 • Assistance with inspections, annual compliance review and written assessments of Transportation
29 Department Facilities and/or Operations.

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- Preparation and review of Transportation Department Project Specific WQMPs, SWPPPs, Staff Education and Training Materials, and other NPDES documentation as may be required.
- Assistance with Permit interpretation for Transportation Department Projects, Highway Maintenance and Operations.
- Assistance with NPDES training, technical and other regulatory assistance as needed, field testing, drafting water quality specifications, creating procedures, or other assistance as required.
- Project Management – including, but not limited to, acting as in-house environmental task manger.
- Extension of Staff- including, but not limited to, acting as in-house support staff to County Departments.

ATTACHMENT B • SCHEDULE OF SERVICES

ARTICLE BI • INTRODUCTION

CONSULTANT shall perform the covenants set forth in Attachment A, Scope of Services in accordance with the performance requirements of Article IV and with the following Schedule of Services. This AGREEMENT shall permit the issuance of Task Orders until June 30, 2024, unless extended by contract amendment. COUNTY and CONSULTANT may enter into one-year supplemental extensions to this contract for the purpose of authorizing Task Orders. This authorization of Task Orders may be extended up to two (2) times, for a period not to exceed two (2) years from the original date of the Contract. All Task Orders authorized under this Contract must therefore be authorized no later than June 30, 2026. All services authorized by Task Orders shall be completed within two (2) years of the final authorized date for approving Task Orders. All Task Order services authorized in this Contract shall therefore be completed no later than June 30, 2028, if supplemental extensions have been processed.

Contract expiration time frames for issuance of work authorizations:

Contract	Execution Date to June 30, 2024	(Requires Board Authorization)
Amendment 1	July 1, 2024 to June 30, 2025	(Requires Transportation Director Authorization or authorized designee)
Amendment 2	July 1, 2025 to June 30, 2026	(Requires Transportation Director Authorization or authorized designee)

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

ARTICLE BII • PERFORMANCE REQUIREMENTS

A. SUBMITTALS

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

B. TIME EXTENSIONS

- Any delay in providing services required by this AGREEMENT occasioned by causes beyond the control and not due to the fault or negligence of CONSULTANT, shall be the reason for granting an extension of time for the completion of the aforesaid work. When such delay occurs, CONSULTANT shall promptly notify COUNTY in writing of the cause and of the extent of the delay whereupon COUNTY shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the work when, in

1 COUNTY's judgment, their findings of fact justify such an extension of time.

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

4 **C. FINAL ACCEPTANCE**

5 When COUNTY determines that CONSULTANT has satisfactorily completed the services, COUNTY may give
6 CONSULTANT a written Notice of Final Acceptance. CONSULTANT shall not incur any further costs hereunder
7 unless so specified in the Notice of Final Acceptance. No payment will be made for any work performed after
8 the contract end date as provided in ARTICLE IV PERFORMANCE PERIOD unless extended by amendment
9 regardless if a Notice of Final Acceptance has been issued or not. The final invoice shall be submitted within
10 60 calendar days after completion of CONSULTANT's work as required by ARTICLE V ALLOWABLE COSTS
11 AND PAYMENTS. CONSULTANT may request a Notice of Final Acceptance determination when, in its opinion,
12 it has satisfactorily completed all covenants as stipulated in this contract.

ATTACHMENT C • COMPENSATION PLAN**ARTICLE CI • INTRODUCTION**

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

ARTICLE CII • ELEMENTS OF COMPENSATION

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

A. DIRECT LABOR COSTS

Direct Labor costs shall be paid in an amount equal to the billing rates provided in the Billing Rates Worksheets attached hereto. Billing rates for staff positions not listed in the billing rates shall be approved by the COUNTY.

B. OTHER DIRECT EXPENSES

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

C. OUTSIDE SERVICES

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

ARTICLE CIII • INVOICING

CONSULTANT shall submit invoices in accordance with the On-Call Services Agreement ARTICLE V: ALLOWABLE COSTS AND PAYMENTS and with the following requirements.

1. Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed to in writing by the COUNTY's Contract Administrator.

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

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

ARTICLE CIV • PAYMENT

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

ARTICLE CV • COST PROPOSAL

The total annual amount of services to be performed under this contract shall not exceed \$100,000 unless approved in writing by the COUNTY.

Annual Budget Amount:

<u>Year</u>	<u>Amount</u>
Contract Execution Date to June 30, 2022	\$100,000
July 1, 2022 to June 30, 2023	\$100,000
July 1, 2023 to June 30, 2024	\$100,000
July 1, 2024 to June 30, 2025	\$100,000 (Requires Transportation Director Approval or authorized designee)
July 1, 2025 to June 30, 2026	\$100,000 (Requires Transportation Director Approval or authorized designee)

ARTICLE CVI • BILLING RATES

Billing rates are subject to the following:

A. PREMIUM OVERTIME

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

B. BILLING RATES

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

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BILLING RATES WORKSHEET

COMPANY:

CASC Engineering and Consulting, Inc.

SCOPE OF WORK:

On-Call NPDES Services

DATE:

April 23, 2021**BILLING RATES**

STAFF NAME	TITLE	RATE
Gentile, Michael	Senior Project Manager (PE)	\$184.81
Ogaz, Chris	Project Engineer (PE)	\$138.61
Sotelo, Melanie	Program Manager	\$163.20
Endicott, Jeff	Senior Director of Engineering (PE)	\$226.54
Steiding, Claudia	Senior Environmental Planner	\$155.00
Sidor, Chris	Project Engineer (PE)	\$124.45
Secrist, Dan	Project Manager I	\$138.31
Jones, Dave	Technical Specialist (PG)	\$208.65
Suher, Ed	Project Manager II (PG)	\$159.47
Mende, Doug	Senior Environmental Analyst	\$147.55
Delgado, Shanna	Environmental Scientist I	\$71.54
Flores, Louis	Environmental Analyst I	\$84.21
Goode, Joyce	Environmental Analyst II	\$95.38
Moore, Aryana	Environmental Analyst I	\$66.32
Morales, Roberto	Senior Designer II	\$140.10
Laurilla, Dianne	Environmental Analyst II	\$94.64
Rosales, Joe	Senior Environmental Analyst	\$160.96
Hamada, Ben	Project Analyst II	\$74.52
Sidor, Tony	Environmental Analyst I	\$68.56
Flanagan, Patrick	Project Engineer (PE)	\$140.10
Lane, Rob	Design Engineer II	\$104.33
Gerlach, Ed	Landscape Architect (RLA)	\$111.03
Furlong, Rick	Director of Survey/Mapping (PLS)	\$164.69
Becerra, Jess	Senior Survey Analyst	\$129.22
Mistretta, Anthony	Project Manager III (PE)	\$169.90
Stump, Steve	Technical Specialist (PE)	\$211.64
Sherman, Barbara	Senior Project Manager (PE)	\$175.87
Tapia, Robin	Project Coordinator I	\$59.62
Everett, Hannah	Project Analyst 1	\$59.62

BILLING RATES WORKSHEET

COMPANY:

CASC Engineering and Consulting, Inc.

SCOPE OF WORK:

On-Call NPDES Services

DATE:

April 23, 2021**BILLING RATES**

GENERAL CLASSIFICATIONS	RATE RANGE / RATE
<u>Landscape Architecture and Landscape Design</u>	
Licensed Landscape Architect	\$170.00
Landscape Designer	\$100.00 - \$150.00
Licensed Land Surveyor	\$205.00
Three Person Survey/GPS Crew	\$255.00
Two Person Survey/GPS Crew	\$219.00
One Person Survey/GPS Crew	\$205.00
Survey Analyst	\$90.00 - \$145.00
Caculator	\$110.00 - \$125.00
Survey Project Manager	\$170.00
<u>Planning and Environmental</u>	
Planning Director	\$205.00
Planning Project Manager	\$160.00 - \$180.00
Associate Planner	\$100.00 - \$115.00
Senior Planner	\$120.00 - \$140.00
Biologist	\$120.00 - \$170.00
Construction Monitor (Biological/Cultural)	\$90.00 - \$115
<u>Civil and Environmental Engineering/Consulting</u>	
Officer / Senior Director / Director	\$215.00 - \$275.00
Program Manager / Technical Specialist	\$205.00 - \$230.00
Environmental Analyst / Scientist	\$65.00 - \$150.00
Senior Engineer / Senior Environmental Analyst / Senior Scientist	\$145.00 - \$190.00
Project Manager	\$135.00 - \$190.00
Project Engineer	\$120.00 - \$150.00
Design Engineer / Designer / Drafter	\$95.00 - \$145.00
<u>Clerical</u>	
Project Coordinator/Clerical/Project Analyst	\$80.00 - \$95.00