

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



ITEM: 3.23
(ID # 19153)

MEETING DATE:

Tuesday, June 14, 2022

FROM : TLMA-PLANNING:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/PLANNING: Approve the Professional Services Agreements with AECOM Technical Services, Inc. (AECOM) and Michael Baker International, Inc. (MBI), for Air Quality Review and Analysis Services through June 30, 2027; All Districts. [\$1,500,000 Total Aggregate Cost; up to \$150,000 in Additional Compensation - Deposit Based Fee Revenue 100%]

RECOMMENDED MOTION: That the Board of Supervisors:


1. **Approve** the Professional Services Agreement with AECOM Technical Services, Inc. and Michael Baker International, Inc. for Air Quality Review and Analysis Services for an aggregate amount of \$1,500,000, through June 30, 2027; and authorize the Chair of the Board to sign three (3) copies of each Agreement on behalf of the County;
2. **Direct** the Clerk of the Board to retain one (1) copy of the Agreement and return two (2) copies to Riverside County Transportation and Land Management Agency for distribution; and
3. **Authorize** the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved to form by County Counsel to: (a) sign amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent of the Agreement; (b) move the allocated funds among the vendors; and (c) sign amendments to the compensation provisions that do not exceed the sum total of \$150,000.

ACTION:Policy

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Washington and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, and Washington
Nays: None
Absent: Perez and Hewitt
Date: June 14, 2022
xc: Planning

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 300,000	\$ 1,500,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Deposit Based Fee Revenue			Budget Adjustment:	No
			For Fiscal Year:	22/23 – 26/27

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The TLMA Planning Department receives hundreds of development applications annually and, on an as-needed, project-by-project basis, requires specialized and expert assistance for review of Air Quality documents submitted in conjunction with projects that require environmental review pursuant to the California Environmental Quality Act (CEQA). In general, such reviews are needed for cases in which air quality and greenhouse gas (GHG) generation is specifically identified as an important issue. The purpose of the independent review process is to determine whether the information submitted on behalf of a proposed development has identified and addressed the associated potential air quality and GHG impacts. Specific considerations that are relevant to such determinations include evaluation of the following elements of the air quality documentation for each project:

- Specialized and expert assistance for review and analysis of all potential air quality impacts in context of current regulations and guidelines, including but not limited to, the CEQA, the South Coast Air Quality Management District (SCAQMD), and/or the Mojave Desert Air Quality Management District, Riverside County General Plan (Air Quality Element), Riverside County Climate Action Plan, the Federal Clean Air Act, and the California Clean Air Act.
- On an as-needed, project-by-project basis, the specialized technical staff may be required to conduct a thorough third-party review and analysis of the EIR Air Quality Section and/or Air Quality Technical Report, and/or greenhouse gas (GHG) analyses including but not limited to determining whether the document submitted on behalf of a proposed land use project adequately meets the regulatory requirements.

The request before the Board is for the approval of the Agreements with AECOM and MBI to provide needed Air Quality Review and Analysis Services for five (5) years for a total aggregate amount of \$1,500,000 through June 30, 2027. Air Quality Review and Analysis is a complex, multi-year process that includes significant community outreach, land use analysis, and necessary documentation. Contracting for the services with these two vendors to supplement staff will provide a depth of contracting options and technical expertise for case processing. The aforementioned firms will provide services as outlined and specified in the submitted contracts.

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In support of the aforementioned community planning efforts, the Transportation and Land Management Agency on behalf of Planning Department has requested that AECOM and MBI provide services as outlined and specified in the attached Agreements with a scope of work and the prices therein.

Once a Deposit Based Fee (DBF) application is submitted, the project is assigned to the appropriate in-house planner and then utilization of consultants is on a case-by-case, as needed basis for peer review of technical studies. The County has successfully used the contract model to supplement core staff in handling activity peaks for many years.

Impact on Residents and Businesses

Providing proactive project management for land use entitlement cases allows them to be processed through the environmental review and public review system efficiently, leading to increased economic development activity and job creation in the County. There is no negative impact on the citizens or businesses in the County of Riverside.

SUPPLEMENTAL:

Additional Fiscal Information

The Air Quality Review and Analysis Services will be funded 100% by Deposit Based Fee reimbursement. No dollar amount of work is guaranteed.

Maximum payment by the County to the two (2) Contractors annually shall not exceed \$300,000 for an aggregate total of \$1,500,000 for five years through June 30, 2027. The Agreements include provisions for the County to terminate at any time. Below is the cost summary:

Vendor	Annual Amount	Aggregate Total
AECOM	\$200,000	\$1,000,000
MBI	\$100,000	\$500,000
TOTAL	\$300,000	\$1,500,000

Contract History and Price Reasonableness

In January 2022 Purchasing and Fleet Services released a Request for Proposal (RFP) #TLARC-2022-458, on behalf of TLMA-Planning for On-Call Air Quality Review/Analysis Services. The RFP documents were posted publicly and linked to the County website and eighteen (18) potential bidders were invited to the RFP. The RFP closed on February 22, 2022, with four (4) bid proposals received in response to the RFP. The proposals were thoroughly evaluated based on their scope of work, experience and the cost proposed to provide services by an evaluation committee.

The evaluation criteria for the bid included overall responsiveness and understanding of the RFP requirements, bidder experience and ability, technical capability/qualifications, cost,

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references, and other factors. Based on the evaluation of the initial proposals, to AECOM Technical Services, Inc., and Michael Baker International, Inc. were selected by the evaluation committee as the most responsive/responsible vendors and recommend awarding the top two (2) bidders.

Contracting for the services with two vendors instead of one allows the Department flexibility to ensure that the work is performed in an efficient and cost-effective manner over the duration of the contract. The proposed agreements will be in effect through June 30, 2027, unless terminated earlier. Purchasing and TLMA have reviewed the proposed hourly rates and they are comparable for such work in the industry. Contractors' technical knowledge of this effort is significant and critical to the completion of the aforementioned work.

ATTACHMENTS:

ATTACHMENT A. Agreement with AECOM Technical Services, Inc.

ATTACHMENT B. Agreement with Michael Baker International, Inc


Jason Farin, Principal Management Analyst

6/8/2022


Cynthia M. Gurzel, Chief Deputy County Counsel

6/7/2022

PROFESSIONAL SERVICE AGREEMENT

for

AIR QUALITY REVIEW AND ANALYSIS SERVICES

between

COUNTY OF RIVERSIDE

and

AECOM Technical Services, Inc.



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This Agreement is made and entered into this ____ day of _____, 2022, by and between AECOM Technical Services, Inc. a C Corporation, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the prevailing standards of firms/professionals currently practicing in the same discipline in the State of California.

1.3 CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective July 1, 2022 (herein referred to as "Effective Date") and continues in effect through June 30, 2027, unless terminated earlier. CONTRACTOR shall commence performance upon Effective Date and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the COUNTY for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed two hundred thousand (\$200,000) annually and not exceed one million dollars (\$1,000,000) in aggregate, including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original copies of invoices to:

Transportation Land Management Agency -Planning Department
Attn: Fiscal Services, 14th Floor
4080 Lemon Street
Riverside, CA 92501

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number TLARC-92615-4209-6/27; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.
- c) CONTRACTOR will not charge COUNTY for the preparation and submittals of invoices.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. In the State of California, government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that

such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within thirty (30) days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. CONTRACTOR and its

employees shall have no claim against COUNTY hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all

necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five (5) years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational

procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two (2) days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Transportation Land Management Agency
4080 Lemon Street
Riverside, CA 92501
Attn: Procurement

CONTRACTOR

AECOM Technical Services, Inc.
401 W. A Street, Suite 1200
San Diego, CA 92101
Attn: Teri Fenner

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment

Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within ten (10) days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this to the extent caused by CONTRACTOR's negligent performance under this Agreement or willful misconduct,, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such negligent acts or omissions or willful misconduct.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

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

A. Workers' Compensation:

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

B. Commercial General Liability:

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

C. Vehicle Liability:

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

D. Professional Liability:

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

E. Cyber Liability Insurance:

CONTRACTOR shall procure and maintain Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

F. General Insurance Provisions - All lines:

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

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured

retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

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

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

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

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

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

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is

a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

23.13 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") (Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

By: _____
Jeff Hewitt, Chair
Board of Supervisors

Dated: _____

ATTEST:
Kecia R. Harper
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
County Counsel

By: _____
Katherine Wilkins
Deputy County Counsel

AECOM Technical Services, Inc., a
C corporation

By: **Fenner, Teri** _____
Teri Fenner
Vice President, Practice Director, IAP

Digitally signed by Fenner, Teri
DN: cn=Fenner, Teri,
ou=USSDG1,
email=Teri.Fenner@aecom.com
Date: 2022.06.08 15:25:36 -07'00'


Dated: June 8, 2022

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

AECOM Technical Services, Inc., an
S corporation

By: _____


Jeff Hewitt, Chair
Board of Supervisors

By: _____

Teri Fenner
Vice President, Practice Director, IAP

Dated: JUN 14 2022

Dated: _____

ATTEST:

Kecia R. Harper
Clerk of the Board

By: _____


Deputy

APPROVED AS TO FORM:
County Counsel

By: _____



for Katherine Wilkins
Deputy County Counsel

EXHIBIT A
SCOPE OF SERVICES

Air Quality Review/ Analysis

1. General Requirements

The TLMA PLANNING DEPARTMENT receives a large number of development applications annually and, on an as-needed, project-by-project basis, requires specialized assistance for review of Air Quality documents submitted in conjunction with projects that require environmental review pursuant to the California Environmental Quality Act (CEQA).

- 1.1 CONTRACTOR shall conduct reviews that are needed for cases in which air quality and greenhouse gas (GHG) generation is specifically identified as an important issue. The CONTRACTOR shall perform an independent review process to determine whether the information submitted on behalf of these proposed developments has identified and addressed the associated potential air quality and GHG issues. The CONTRACTOR shall take specific considerations that are relevant to such determinations include evaluation of the following elements of the air quality documentation for each project:
- 1.2 The CONTRACTOR shall review the submitted documents to determine if they analyze potential air quality impacts in the context of current regulations and guidelines, including, but not limited to, the CEQA, the South Coast Air Quality Management District (SCAQMD) regulations and guidelines for CEQA documents, Riverside COUNTY Comprehensive General Plan (Air Quality Element,) Riverside COUNTY Climate Action Plan, the Federal Clean Air Act and the California Clean Air Act.
- 1.3 The CONTRACTOR shall maintain conformity of the documents to industry standards.
- 1.4 The CONTRACTOR shall determine whether assumptions, including a critical review of any calculations, data and formulas used, and a determination of whether the proposed mitigation and monitoring/reporting measures are adequate.
- 1.5 The CONTRACTOR shall evaluate relevant air quality regulations and requirements, including any which may be adopted in the near term.
- 1.6 The CONTRACTOR shall provide inclusion of feasible, proven mitigation measures, without deferring mitigation measures that are contrary to the requirements of CEQA.
- 1.7 Contractor shall ensure that documents reflect information that is consistent with recent court decisions or legislation that may govern Air Quality and GHG.

- 1.8 Unless otherwise provided for in the Scope of Services, CONTRACTOR shall be entitled to rely on the accuracy and completeness of information developed by the COUNTY, or by third parties on behalf of the COUNTY, without independent review or evaluation.

2. Conduct A Thorough Third-Party Review/Analysis

2.1. CONTRACTOR shall provide specialized assistance for review and analysis of all potential air quality impacts in context of current regulations and guidelines, including but not limited to, the CEQA, the South Coast Air Quality Management District (SCAQMD), and/or the Mojave Desert Air Quality Management District, Riverside COUNTY General Plan (Air Quality Element), Riverside COUNTY Climate Action Plan, the Federal Clean Air Act, and the California Clean Air Act. The CONTRACTOR on an as-needed, project-by-project basis, the CONTRACTOR'S specialized technical staff may be required to conduct a thorough third-party review and analysis of the EIR Air Quality Section and/or Air Quality Technical Report, and/or greenhouse gas (GHG) analyses including but not limited to determining whether or not the document submitted on behalf of a proposed land use project:

- 2.1.1 Has sufficient scope and completeness.
- 2.1.2 Identifies and addresses all the associated potential air quality issues.
- 2.1.3 Conforms to current industry standards.
- 2.1.4 Employs realistic assumptions; including a critical review of any calculations, data and formulas used; and, whether the proposed mitigation and monitoring/reporting measures are adequate.
- 2.1.5 Adequately addresses all relevant air quality regulations and requirements, including any which may be adopted by the COUNTY as part of the General Plan or in the near term as feasible.
- 2.1.6 Includes all feasible, proven mitigation measures without deferring mitigation measures which are contrary to the requirements of CEQA.
- 2.1.7 Where required, incorporates a review of project health risk assessment; and proposes feasible and enforceable mitigation measures as well as alternative mitigation measures.

3. Prepare a Written Interim Report

- 3.1. The CONTRACTOR shall prepare a written interim report to address any deficiencies, errors or omissions identified in the subject air quality documents, and to recommend revisions required to bring the documents to an acceptable state of completeness and accuracy. It will be important that such recommendations be presented clearly and unambiguously so that the consultant responsible for the air quality documents has clear direction on the revisions that are necessary.
- 3.2. CONTRATOR shall evaluate applicant's response to issues identified by the Interim Report and prepare a letter report to the COUNTY with detailed discussion regarding the adequacy of the Applicant's response to the issues raised in the Interim Report. Records of any verbal interaction or

written correspondence between the CONTRACTOR and the Applicant or Applicant's consultant that may occur shall be included in the letter report.

3.3. CONTRACTOR shall attend public hearing and project meetings before the Planning Commission and Board of Supervisors. The CONTRACTOR shall attend such hearings and meetings for specific development projects when requested by the COUNTY to do so, and will be prepared to make a short presentation on the adequacy of the air quality documentation in the Draft EIR and to answer questions on this subject area.

3.4. The CONTRACTOR shall send the interim report to the COUNTY for review and forwarded to the project applicant's consultant to facilitate revision to the development project with or without an EIR. The CONTRACTOR shall also include in its written report, but is not limited to, the following:

3.4.1. Analysis of Project Compliance with existing regulations

3.4.2. Emission Evaluation

3.4.3. Short-Term Emissions (Construction Phase)

3.4.4. Long-Term Emissions

3.4.5. Regional Emissions vs. Local Hot Spots

3.4.6. Toxic Air Pollutants

3.4.7. Health Risk Assessment (HRA)

3.4.8. Mitigation measures, including alternate measures

3.5. The CONTRACTOR shall provide the COUNTY with an electronic version as well as a hard copy of the interim report.

3.6. The CONTRACTOR shall evaluate the applicant's response to the third-party analysis. The evaluation will be presented to the COUNTY in letter form, with any correspondence between consultants as attachments, and will provide a detail discussion of the adequacy of the Applicant's response to the issues raised in the written report.

4. Evaluate Applicants Response to Comments During the Draft EIR Review Period

4.1. The CONTRACTOR shall evaluate Applicant's responses to public comments received during the draft EIR review period, and provide a letter to the COUNTY summarizing the thoroughness, completeness, accuracy and reasonableness of the responses to these comments relating to air quality issues.

5. Attend Public Hearings and Project Meetings

5.1 Dependent upon the complexity of the analysis the CONTRACTOR may need to attend up to two (2) public hearings with the Planning Commission and the Board of Supervisors. The CONTRACTOR shall be prepared to make a short presentation summarizing the adequacy of the Air Quality documentation in the Development Project or Draft EIR and will be available to answer questions relative to the completeness of the material contained in the environmental record. This is an optional task and its need will be determined on a case-by-case basis, with approval from the COUNTY prior

to conducting the task.

6. Prepare Final Report

- 6.1. As a follow up to the public hearings, the CONTRACTOR shall take all written items produced as stated above, including any presentation materials, graphs, charts, etc. used during public hearings. CONTRACTOR shall organize and bind them into a Final Report with cover letter noting project completion, and signed by the Project Manager. This is an optional task and its need will be determined on a case-by-case basis, with approval from the COUNTY prior to conducting the task.

7. Time of Work

- 7.1. The COUNTY expects work to be performed by the CONTRACTOR in a timely manner consistent with the following time frames: Completion of air quality report review and issuance of Interim Report shall be 3 to 4 weeks following receipt of air quality and traffic reports.
- 7.2. CONTRACTOR'S completion of letter report evaluating Applicant's responses to the Interim Report shall be 5 to 10 business days following receipt of Applicant's response.
- 7.3. CONTRACTOR'S completion of letter report evaluating Applicant's responses to comments from the Public shall be 5 to 10 working days following receipt of Applicant's response.
- 7.4. CONTRACTOR shall attend public hearings and project meetings as required.
- 7.5. CONTRACTOR shall prepare Final Report 5 to 10 working days following the final public hearing or meeting.

Note: Multiple assignments may overlap in time.

8. Plan for Interaction With COUNTY Personnel

- 8.1. The CONTRACTOR'S Project Manager serves as the principal point of contact with COUNTY personnel for purposes of accepting COUNTY assignments and instructions regarding documents to be reviewed, completing contractual arrangements for individual assignments and interacting with the COUNTY'S Case Managers and development project applicants or their air quality CONTRACTORS regarding air quality issues related to specific development projects. In the absence of the Project Manager, these responsibilities would shift to the Deputy Project Manager. This approach has served well under prior contracts to provide the same services to the COUNTY. Our plan for the conduct of individual air quality review/analysis assignments and the associated points of interaction with the COUNTY are summarized below.
- 8.2. The COUNTY Planner notifies the CONTRACTOR'S Project Manager that an air quality review is required and provides copies of the Applicant's Draft EIR air quality section and/or air quality technical report, or GHG analysis to be reviewed.
- 8.3. The CONTRACTOR'S Project Manager works with the COUNTY Project Manager to agree to a not-to-exceed cost for the assignment and a schedule for delivery of the Interim Report, following the CONTRACTOR'S review of the subject documents.

- 8.4. Selected member(s) of the CONTRACTOR'S team conduct the review and provide a draft report to the CONTRACTOR'S Project Manager for his review and revisions.
 - 8.5. The CONTRACTOR'S Project Manager sends copies of the Interim Report documenting the CONTRACTOR'S review of the applicant's documents to the COUNTY Planner and Case Manager.
 - 8.6. The COUNTY Planner provides the CONTRACTOR'S Project Manager with either a revised version of the Applicant's draft Air Quality documents or another form of response to the Interim Report and/or the Applicant's responses to comments by the public on the Draft EIR air quality analysis.
 - 8.7. Selected members of the CONTRACTOR'S team shall evaluate the two sets of responses described in Item 5 and prepare a letter report, or reports stating our findings on the acceptability of the Applicant's responses. The CONTRACTOR'S Project Manager reviews and finalizes these letter reports.
 - 8.8. The CONTRACTOR'S Project Manager shall send copies of the letter report(s) to the COUNTY Planner and Case Manager.
 - 8.9. The COUNTY Project Manager and Case Manager contact the CONTRACTOR'S Project Manager at any time with special requests or requirements relating to specific development projects or on the conduct of the CONTRACTOR'S contract in general. The Deputy Manager acts on behalf of the Project Manager whenever the Project Manager is unavailable. Special requests could include the need for the CONTRACTOR to attend public hearings.
- 9. The CONTRACTOR shall assist with establishing policies and procedures for implementing and monitoring Air Quality and GHG Programs**
- 9.1** The CONTRACTOR shall, on an as needed basis, provide technical services to the TLMA Planning Department concerning the integration and implementation of new and/or existing Air Quality and GHG Programs. This may include but not be limited to assisting COUNTY staff with implementing components of the new Riverside COUNTY CAP on a project level basis, establishing a monitoring program that tracks the CAP implementation, developing standard operating procedures, recommendations concerning CAP improvement and efficiencies, recommending policy changes pursuant to new legislation or regulations, etc.

**EXHIBIT B
PAYMENT PROVISIONS**

COUNTY shall pay CONTRACTOR the following hourly rates for services performed. Hourly Rate is an all-inclusive rate, which includes administration, travel, training and operating costs.

Profession Title	Hourly Rate
Principal	\$214.62 /hour
Senior Project Manager	\$158.41 /hour
Principal Planner	\$199.29 /hour
Principal Biologist	\$178.85 /hour
Technical Manager	\$132.86 /hour
Sr. Air Quality/Greenhouse Gas Specialist	\$143.08 /hour
Project Planner	\$132.86 /hour
Air Quality/Greenhouse Gas Staff	\$122.64 /hour
Staff Biologist	\$127.75 /hour
CEQA Specialist	\$91.98 /hour
Senior Environmental Analyst	\$107.31 /hour
Staff Planner	\$117.53 /hour
GIS Staff	\$102.20 /hour
Graphic Artist	\$107.31 /hour
Office/Admin./Editing Support Staff	\$91.98 /hour

PROFESSIONAL SERVICE AGREEMENT

for

AIR QUALITY REVIEW AND ANALYSIS SERVICES

between

COUNTY OF RIVERSIDE

and

MICHAEL BAKER INTERNATIONAL, INC.



JUN 14 2022 3:23

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This Agreement is made and entered into this ____ day of ____, 2022, by and between Michael Baker International, Inc., a Pennsylvania Corporation (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the prevailing standards of firms/professionals currently practicing in the same discipline in the State of California.

1.3 CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective July 1, 2022 (herein referred to as "Effective Date") and continues in effect through June 30, 2027, unless terminated earlier. CONTRACTOR shall commence performance upon Effective Date and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the COUNTY for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed one hundred thousand dollars (\$100,000) annually and not exceed five hundred thousand dollars (\$500,000) in aggregate, including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B,

COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original copies of invoices to:

Transportation Land Management Agency -Planning Department
Attn: Fiscal Services, 14th Floor
4080 Lemon Street
Riverside, CA 92501

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number TLARC-92615-4210-6/27; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.
- c) CONTRACTOR will not bill COUNTY for the preparation and submittals of invoices.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. In the State of California, government agencies are not allowed to pay excess interest and late charges, per

Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within thirty (30) days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the

CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any

benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. CONTRACTOR and its employees shall have no claim against COUNTY hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered

Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five (5) years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two (2) days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Purchasing and Fleet Services
4080 Lemon Street
Riverside, CA 92501
Attn: Procurement

CONTRACTOR

Michael Baker International, Inc.
40810 County Center Drive
Temecula, CA 92591
Attn: Peter Minegar, AICP

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within ten (10) days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY;

provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

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

A. Workers' Compensation:

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

B. Commercial General Liability:

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

C. Vehicle Liability:

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

D. Professional Liability:

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

E. Cyber Liability Insurance:

CONTRACTOR shall procure and maintain Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

F. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived,

in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

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

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

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

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the

COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

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

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to

be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.


23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

23.13 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") (Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic

record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

By: 
Jeff Hewitt, Chair
Board of Supervisors

Dated: JUN 14 2022

Michael Baker International Inc., a
Pennsylvania Corporation

By: 
Peter Minegar
Vice President

Dated: 05/26/2022

ATTEST:

Kecia R. Harper
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
County Counsel


By: 
for Katherine Wilkins
Deputy County Counsel

EXHIBIT A
SCOPE OF SERVICES

Air Quality Review/ Analysis

1. General Requirements

The TLMA PLANNING DEPARTMENT receives a large number of development applications annually and, on an as-needed, project-by-project basis, requires specialized assistance for review of Air Quality documents submitted in conjunction with projects that require environmental review pursuant to the California Environmental Quality Act (CEQA).

- 1.1 CONTRACTOR shall conduct reviews that are needed for cases in which air quality and greenhouse gas (GHG) generation is specifically identified as an important issue. The CONTRACTOR shall perform an independent review process to determine whether the information submitted on behalf of these proposed developments has identified and addressed the associated potential air quality and GHG issues. The CONTRACTOR shall take specific considerations that are relevant to such determinations include evaluation of the following elements of the air quality documentation for each project:
- 1.2 The CONTRACTOR shall review the submitted documents to determine if they analyze potential air quality impacts in the context of current regulations and guidelines, including, but not limited to, the CEQA, the South Coast Air Quality Management District (SCAQMD) regulations and guidelines for CEQA documents, Riverside COUNTY Comprehensive General Plan (Air Quality Element,) Riverside COUNTY Climate Action Plan, the Federal Clean Air Act and the California Clean Air Act.
- 1.3 The CONTRACTOR shall maintain conformity of the documents to industry standards.
- 1.4 The CONTRACTOR shall determine whether assumptions, including a critical review of any calculations, data and formulas used, and a determination of whether the proposed mitigation and monitoring/reporting measures are adequate.
- 1.5 The CONTRACTOR shall evaluate relevant air quality regulations and requirements, including any which may be adopted in the near term.
- 1.6 The CONTRACTOR shall provide inclusion of feasible, proven mitigation measures, without deferring mitigation measures that are contrary to the requirements of CEQA.
- 1.7 Contractor shall ensure that documents reflect information that is consistent with recent court decisions or legislation that may govern Air Quality and GHG.

2. Conduct A Thorough Third-Party Review/Analysis

2.1. CONTRACTOR shall provide specialized assistance for review and analysis of all potential air quality impacts in context of current regulations and guidelines, including but not limited to, the CEQA, the South Coast Air Quality Management District (SCAQMD), and/or the Mojave Desert Air Quality Management District, Riverside COUNTY General Plan (Air Quality Element), Riverside COUNTY Climate Action Plan, the Federal Clean Air Act, and the California Clean Air Act. The CONTRACTOR on an as-needed, project-by-project basis, the CONTRACTOR'S specialized technical staff may be required to conduct a thorough third-party review and analysis of the EIR Air Quality Section and/or Air Quality Technical Report, and/or greenhouse gas (GHG) analyses including but not limited to determining whether or not the document submitted on behalf of a proposed land use project:

- 2.1.1 Has sufficient scope and completeness.
- 2.1.2 Identifies and addresses all the associated potential air quality issues.
- 2.1.3 Conforms to current industry standards.
- 2.1.4 Employs realistic assumptions; including a critical review of any calculations, data and formulas used; and, whether the proposed mitigation and monitoring/reporting measures are adequate.
- 2.1.5 Adequately addresses all relevant air quality regulations and requirements, including any which may be adopted by the COUNTY as part of the General Plan or in the near term as feasible.
- 2.1.6 Includes all feasible, proven mitigation measures without deferring mitigation measures which are contrary to the requirements of CEQA.
- 2.1.7 Where required, incorporates a review of project health risk assessment; and proposes feasible and enforceable mitigation measures as well as alternative mitigation measures.

3. Prepare a Written Interim Report

- 3.1. The CONTRACTOR shall prepare a written interim report to address any deficiencies, errors or omissions identified in the subject air quality documents, and to recommend revisions required to bring the documents to an acceptable state of completeness and accuracy. It will be important that such recommendations be presented clearly and unambiguously so that the consultant responsible for the air quality documents has clear direction on the revisions that are necessary.
- 3.2. CONTRACTOR shall evaluate applicant's response to issues identified by the Interim Report and prepare a letter report to the COUNTY with detailed discussion regarding the adequacy of the Applicant's response to the issues raised in the Interim Report. Records of any verbal interaction or written correspondence between the CONTRACTOR and the Applicant or Applicant's consultant that may occur shall be included in the letter report.
- 3.3. CONTRACTOR shall attend public hearing and project meetings before the Planning Commission and Board of Supervisors. The CONTRACTOR shall attend such hearings and meetings for specific development projects when requested by the COUNTY to do so, and will be prepared to make a short

presentation on the adequacy of the air quality documentation in the Draft EIR and to answer questions on this subject area.

3.4. The CONTRACTOR shall send the interim report to the COUNTY for review and forwarded to the project applicant's consultant to facilitate revision to the development project with or without an EIR. The CONTRACTOR shall also include in its written report, but is not limited to, the following:

- 3.4.1. Analysis of Project Compliance with existing regulations
- 3.4.2. Emission Evaluation
- 3.4.3. Short-Term Emissions (Construction Phase)
- 3.4.4. Long-Term Emissions
- 3.4.5. Regional Emissions vs. Local Hot Spots
- 3.4.6. Toxic Air Pollutants
- 3.4.7. Health Risk Assessment (HRA)
- 3.4.8. Mitigation measures, including alternate measures

3.5. The CONTRACTOR shall provide the COUNTY with an electronic version as well as a hard copy of the interim report.

3.6. The CONTRACTOR shall evaluate the applicant's response to the third party analysis. The evaluation will be presented to the COUNTY in letter form, with any correspondence between consultants as attachments, and will provide a detail discussion of the adequacy of the Applicant's response to the issues raised in the written report.

4. Evaluate Applicants Response to Comments, During the Draft EIR Review Period

4.1. The CONTRACTOR shall evaluate Applicant's responses to public comments received during the draft EIR review period, and provide a letter to the COUNTY summarizing the thoroughness, completeness, accuracy and reasonableness of the responses to these comments relating to air quality issues.

5. Attend Public Hearings and Project Meetings

5.1 Dependent upon the complexity of the analysis the CONTRACTOR may need to attend up to two (2) public hearings with the Planning Commission and the Board of Supervisors. The CONTRACTOR shall be prepared to make a short presentation summarizing the adequacy of the Air Quality documentation in the Development Project or Draft EIR and will be available to answer questions relative to the completeness of the material contained in the environmental record. This is an optional task and its need will be determined on a case-by-case basis, with approval from the COUNTY prior to conducting the task.

6. Prepare Final Report

6.1. As a follow up to the public hearings, the CONTRACTOR shall take all written items produced as stated above, including any presentation materials, graphs, charts, etc. used during public hearings. CONTRACTOR shall organize and bind them into a Final Report with cover letter noting project

completion, and signed by the Project Manager. This is an optional task and its need will be determined on a case-by-case basis, with approval from the COUNTY prior to conducting the task.

7. Time of Work

- 7.1. The COUNTY expects work to be performed by the CONTRACTOR in a timely manner consistent with the following time frames: Completion of air quality report review and issuance of Interim Report shall be 3 to 4 weeks following receipt of air quality and traffic reports.
- 7.2. CONTRACTOR'S completion of letter report evaluating Applicant's responses to the Interim Report shall be 5 to 10 business days following receipt of Applicant's response.
- 7.3. CONTRACTOR'S completion of letter report evaluating Applicant's responses to comments from the Public shall be 5 to 10 working days following receipt of Applicant's response.
- 7.4. CONTRACTOR shall attend public hearings and project meetings as required.
- 7.5. CONTRACTOR shall prepare Final Report 5 to 10 working days following the final public hearing or meeting.

Note: Multiple assignments may overlap in time.

8. Plan for Interaction With COUNTY Personnel

- 8.1. The CONTRACTOR'S Project Manager serves as the principal point of contact with COUNTY personnel for purposes of accepting COUNTY assignments and instructions regarding documents to be reviewed, completing contractual arrangements for individual assignments and interacting with the COUNTY'S Case Managers and development project applicants or their air quality CONTRACTORS regarding air quality issues related to specific development projects. In the absence of the Project Manager, these responsibilities would shift to the Deputy Project Manager. This approach has served well under prior contracts to provide the same services to the COUNTY. Our plan for the conduct of individual air quality review/analysis assignments and the associated points of interaction with the COUNTY are summarized below.
- 8.2. The COUNTY Planner notifies the CONTRACTOR'S Project Manager that an air quality review is required and provides copies of the Applicant's Draft EIR air quality section and/or air quality technical report, or GHG analysis to be reviewed.
- 8.3. The CONTRACTOR'S Project Manager works with the COUNTY Project Manager to agree to a not-to-exceed cost for the assignment and a schedule for delivery of the Interim Report, following the CONTRACTOR'S review of the subject documents.
- 8.4. Selected member(s) of the CONTRACTOR'S team conduct the review and provide a draft report to the CONTRACTOR'S Project Manager for his review and revisions.
- 8.5. The CONTRACTOR'S Project Manager sends copies of the Interim Report documenting the CONTRACTOR'S review of the applicant's documents to the COUNTY Planner and Case Manager.

- 8.6. The COUNTY Planner provides the CONTRACTOR'S Project Manager with either a revised version of the Applicant's draft Air Quality documents or another form of response to the Interim Report and/or the Applicant's responses to comments by the public on the Draft EIR air quality analysis.
- 8.7. Selected members of the CONTRACTOR'S team shall evaluate the two sets of responses described in Item 5 and prepare a letter report, or reports stating our findings on the acceptability of the Applicant's responses. The CONTRACTOR'S Project Manager reviews and finalizes these letter reports.
- 8.8. The CONTRACTOR'S Project Manager shall send copies of the letter report(s) to the COUNTY Planner and Case Manager.
- 8.9. The COUNTY Project Manager and Case Manager contact the CONTRACTOR'S Project Manager at any time with special requests or requirements relating to specific development projects or on the conduct of the CONTRACTOR'S contract in general. The Deputy Manager acts on behalf of the Project Manager whenever the Project Manager is unavailable. Special requests could include the need for the CONTRACTOR to attend public hearings.
- 9. The CONTRACTOR shall assist with establishing policies and procedures for implementing and monitoring Air Quality and GHG Programs**
- 9.1** The CONTRACTOR shall, on an as needed basis, provide technical services to the TLMA Planning Department concerning the integration and implementation of new and/or existing Air Quality and GHG Programs. This may include but not be limited to assisting COUNTY staff with implementing components of the new Riverside COUNTY CAP on a project level basis, establishing a monitoring program that tracks the CAP implementation, developing standard operating procedures, recommendations concerning CAP improvement and efficiencies, recommending policy changes pursuant to new legislation or regulations, etc.

EXHIBIT B
PAYMENT PROVISIONS

COUNTY shall pay CONTRACTOR the following hourly rates for services performed. Hourly Rate is an all-inclusive rate, which includes administration, travel, training and operating costs.

Profession Title	Hourly Rate
Principal	\$260.00 /hour
Senior Project Manager	\$240.00 /hour
Associate Environmental Planner	\$135.00 /hour
Project Manager	\$195.00 /hour
Principal Planner	\$205.00 /hour
Principal Biologist	\$180.00 /hour
Technical Manager	\$185.00 /hour
Sr. Air Quality/Greenhouse Gas Specialist	\$175.00 /hour
Project Planner	\$170.00 /hour
Air Quality/Greenhouse Gas Staff	\$135.00 /hour
Staff Biologist	\$125.00 /hour
CEQA Specialist	\$135.00 /hour
Senior Environmental Analyst	\$155.00 /hour
Staff Planner	\$125.00 /hour
GIS Staff	\$120.00 /hour
Graphic Artist	\$120.00 /hour
Office/Admin./Editing Support Staff	\$105.00 /hour