

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



ITEM: 12.1
(ID # 19012)

MEETING DATE:
Tuesday, June 21, 2022

FROM : DEPARTMENT OF WASTE RESOURCES:

SUBJECT: DEPARTMENT OF WASTE RESOURCES: Approve the Professional Service Agreement with Michael Baker International, Inc. for Regulatory Permit Processing Services without seeking competitive bids for five (5) years; Waste Resources [\$119,375 Total Aggregate Cost; up to 10% in additional compensation - Department of Waste Resources Enterprise Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Service Agreement with Michael Baker International, Inc. for Regulatory Permitting Processing Services without seeking competitive bids for a total aggregate amount of \$119,375, for five (5) years through June 30, 2027;
2. Authorize the Chairman to execute the Agreement on behalf of the County; and
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel, to sign amendments that exercise the options of the Agreement including modifications of the scope of services that stay within the intent of the Agreement; and sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total annual cost of the Agreement.


ACTION:Policy


Hans Kemkamp, General Manager - Chief Engineer 6/9/2022

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: June 21, 2022
xc: Waste

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$119,375	\$119,375	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Waste Resources Enterprise Fund			Budget Adjustment:	
			For Fiscal Year: 22/23 – 26/27	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Riverside County Department of Waste Resources (RCDWR) operates the Badlands Landfill, an existing Class III, nonhazardous municipal solid waste (MSW) facility in operation since 1966. It is situated on 1,168 acres of County property and as a regional facility, is permitted to accept up to 4,500 tons per day (tpd) of MSW, and up to 300 tpd for beneficial use (green waste, organics) from communities and cities within Riverside County, as well as from other counties, namely, Los Angeles, Orange, San Diego, and San Bernardino counties.

On April 12, 2022, the Board of Supervisors adopted Resolution No. 2022-088, approving the Badlands Landfill Integrated Project (Project) under Board Agenda Item #17915. The Project will provide long-term countywide and regional waste disposal capacity by adding roughly 40 years of additional capacity, as well as developing enhanced organics processing operations and continued Household Hazardous Waste (HHW) and other recycling services (mattresses, white goods, appliances, etc.).

RCDWR is requesting to move forward with the permitting process by accepting a proposal from Michael Baker International, Inc. as a Single Source Justification. Due to the vendor's familiarity with the Project, their expertise, and technical abilities in navigating a complicated permitting structure at the State and Federal levels, the RCDWR finds their firm to be best suited to process the necessary permits.

Prev. Agn. Ref.: M.O. 12.1 of 4/12/22

Impact on Residents and Businesses

The RCDWR is under significant time constraints and need to have these permits in hand as soon as possible to seamlessly transition into our next phase of development at the Badlands. Work under this contract needs to begin immediately to ensure continuous disposal capacity at the Badlands Landfill.

Additional Fiscal Information

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

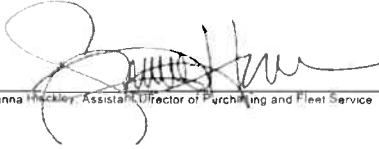
The total aggregate cost of the Agreement is \$119,375 and will be provided from Fund 40200, Department ID 4500100000. It is estimated \$119,375 will be budgeted between Fiscal Years 2022/23 – 2026/27. Sufficient funding is available in RCDWR's budget for Fiscal Years 2022/23 – 2026/27 and will be included in the recommended budget(s) for future fiscal years, as appropriate and necessary.

Contract History and Price Reasonableness

The rates being charged by Michael Baker International Inc. for the services being provided are comparable with the rates of other similar contracted amounts within the County. Hourly rates for services can range from \$800 per hour to \$75 per hour. Michael Baker International, Inc. rates fall within this range with rates no higher than \$300 per hour and as low as \$70 per hour. Providing a cost savings ranging between 1.6% and 0.07%.

ATTACHMENTS (if any, in this order):

- ATTACHMENT A. AGREEMENT WITH MICHAEL BAKER INTERNATIONAL, INC.**
- ATTACHMENT B. COMPLETED SINGLE SOURCE PROCUREMENT REQUEST.**


Suzanna Mackley, Assistant Director of Purchasing and Fleet Service

6/14/2022


Jason Farin, Principal Management Analyst

6/14/2022


Cynthia M. Gurzel, Chief Deputy County Counsel

6/9/2022

PROFESSIONAL SERVICE AGREEMENT

for

REGULATORY PERMIT PROCESSING SERVICES

between

COUNTY OF RIVERSIDE

and

MICHAEL BAKER INTERNATIONAL, INC.



TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
1. Description of Services.....	3
2. Period of Performance.....	3
3. Compensation.....	3-5
4. Alteration or Changes to the Agreement	5
5. Termination	5-6
6. Ownership/Use of Contract Materials and Products	6
7. Conduct of Contractor	6-7
8. Inspection of Service: Quality Control/Assurance	7
9. Independent Contractor/Employment Eligibility	7-9
10. Subcontract for Work or Services	9
11. Disputes	9
12. Licensing and Permits	9-10
13. Use by Other Political Entities	10
14. Non-Discrimination	10
15. Records and Documents	10
16. Confidentiality	10-11
17. Administration/Contract Liaison.....	10-11
18. Notices.....	11
19. Force Majeure.....	12
20. EDD Reporting Requirements.....	12
21. Hold Harmless/Indemnification	12-13
22. Insurance	13-16
23. General	16-18
Exhibit A-Scope of Serviced	20-25
Exhibit B- Budget Provisions.....	26

This Agreement is made and entered into this 21 day of June, 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, and at the prices stated in Exhibit B, Payment Provisions, to the Agreement.

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 highest standards of firms/professionals 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 upon signature of this Agreement by both parties and continues in effect through 6/30/2027 unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties 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 an aggregate amount of \$119,375.00 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 percentage change in Consumer Price Index- All Consumers, All Items - Riverside, San Bernardino and Ontario for the twelve (12) month period January through January immediately preceding the adjustment, 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. For this Agreement, send the original copy of the invoice to:

RIVERSIDE COUNTY
DEPARTMENT OF WASTE RESOURCES
14310 FREDERICK STREET
MORENO VALLEY, CA 92553
WasteAccountsPayable@rivco.org

- 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 WMARC-92670-003-06/25 quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

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, and invoices shall be rendered “monthly” in arrears. In the State of California, government agencies are not allowed to pay excess interest and late charges, per Government Code 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 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. 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. 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 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 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 days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

DEPARTMENT OF WASTE RESOURCES
14310 FREDERICK STREET
MORENO VALLEY, CA 92553
WastePurchasing@rivco.org

CONTRACTOR

MICHAEL BAKER INTERNATIONAL
5 HUTTON CENTRE DR, STE 500
SANTA ANA, CA 92707

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 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 \$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. 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.

24. Electronic Signatures

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.

[Signatures on Following Page]

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 21 2022

MICHAEL BAKER INTERNATIONAL, INC., a Pennsylvania Corporation

By: *Richard Beck*
Name: Richard Beck
Title: Vice President

Dated: Jun 2, 2022

ATTEST:
Kecia Harper
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
COUNTY COUNSEL

By: 
Lisa Sanchez
Deputy County Counsel

EXHIBIT "A"
SCOPE OF SERVICES

TASK 1: LITERATURE REVIEW AND PROJECT KICK-OFF

A project team kick-off meeting will be held upon notice to proceed. The purpose of the meeting is to discuss any updates since the proposal and notice to proceed; key team member introductions; communication and site access protocol; project schedule; project billing; and action items. This task includes budget for setup of the initial project schedule, meeting time as well as meeting minutes.

Deliverables: Michael Baker shall provide one (1) electronic copy (PDF format) of the project schedule, meeting agenda and meeting minutes.

TASK 2: CALIFORNIA RAPID ASSESSMENT METHOD (CRAM)

Michael Baker shall provide a CRAM score, which will indicate where the riparian system ranks in terms of functions and values. This score helps identify the existing health of the system and assists with permit negotiation, the alternatives analysis, and the mitigation approach. The health of the system is generally evaluated on a series of attributes which include: 1) Buffer and Landscape Context; 2) Hydrology; 3) Physical Structure; and, 4) Biotic Structure. Michael Baker's trained CRAM experts will provide a final CRAM score that can be thought of as similar to a grade point average whose score is used to evaluate where a site ranks with regards to ecological integrity. Additionally, a qualitative discussion will be prepared in a memorandum format. This task assumes up to ten (10) CRAM assessment areas.

Deliverable: CRAM Memorandum with Score Sheets (PDF) for Corps/Regional Board use.

TASK 3: 404 (B)(1) ALTERNATIVES ANALYSIS

Section 404(b)(1) of the Clean Water Act requires project proponents pursuing an Individual Permit to prepare and submit an Alternatives Analysis, which focuses on the Project's need for "water dependency," where applicable. The focus is on each alternative's impact or reduction of impacts to aquatic resources. An Alternatives Analysis will be completed as required under Section 404(b)(1) based on engineering/planning alternatives discussed in the project environmental document (provided by client). Michael Baker assumes up to three (3) alternatives will be evaluated in detail as part of the Alternatives Analysis.

The goal of the 404(b)(1) Alternatives Analysis is to identify possible alternatives that could avoid, minimize, or mitigate for impacts to waters of the US (WoUS) caused by the proposed action while still accomplishing the primary objectives of the project. The Alternatives Analysis can consider the relative costs of each alternative, logistical constraints, technological practicability, off-site alternatives, and on-site alternatives. Michael Baker assumes the client will provide any economic data information to include within the alternatives analysis, where required. The following

components, as required by the 404(b)(1) Guidelines, will be included as part of the Alternatives Analysis:

- Describe project need and define project purpose. Michael Baker will work with the project team to develop a clear and concise project need and project purpose. These two terms are critical to the forthcoming analysis and are pivotal in determining whether an alternative meets the basic need and purpose of the proposed project. Information from the CEQA document will be utilized whenever possible;
- Identify alternatives. Michael Baker will work with the project team to develop a list of all alternatives that were initially considered that could have met the overall project purpose, including a No Action Alternative. Potential alternatives can include offsite alternatives that involve reduced impacts to WoUS and onsite alternatives that have the potential to reduce impacts to WoUS;
- Describe and analyze alternatives for practicability. Each alternative will be analyzed using the screening criteria described herein in order determine practicability;
- Identify the Least Environmentally Damaging Alternative (LEDPA). The analysis will give considerable weight to each practicable alternative's relative impact to the aquatic ecosystem, regardless of proposed compensatory mitigation. Michael Baker will determine direct, indirect, and cumulative impacts to the aquatic ecosystem relative to each practicable alternative; and
- Determination of LEDPA. Michael Baker will reiterate the reasoning for determining the Preliminary LEDPA, as substantiated by the preceding analysis. The Corps will give the final determination and approval.

Deliverable: 404(b)(1) Alternatives Analysis Report (PDF) for the Corps' use.

TASK 4: CORPS SECTION 404 INDIVIDUAL PERMIT APPLICATION

A standard Individual Permit (IP) will be prepared as impacts exceed standard conditions of the Nationwide Permit Program. Michael Baker will prepare a submittal package to the Corps to satisfy the requirements of Section 404 of the Clean Water Act (CWA). The IP application will be provided to the Corps via email FTP and include:

- *Application cover letter:* The letter will be on Michael Baker letterhead and introduce the project and define the submittal document.
- *Standard Form ENG 4345:* The most recent Corps standard form will be utilized. An attachment will be provided so that the complete project description and necessary detail is included. A detailed project description (taken from the CEQA document) will be provided.
- *Copy of the Regional Board 401 Water Quality Certification Application.*
- *Project Exhibits:* Exhibits will illustrate key project features and help clarify written text. Anticipated exhibits include: Regional Vicinity Map, Site Vicinity Map, Project Photographs, Jurisdictional Map, and Project Site Plans. Other exhibits from the project's CEQA document will be utilized.

- *Functional Assessments*: A functional assessment document will provide CRAM scores for each drainage feature to be impacted. • *Environmental Documentation*: The environmental documentation section of the application package will include the Delineation of Jurisdictional Waters, Biological Habitat Assessment, and a Cultural Resources Report (provided by Client).
- *Environmental Documentation*: The environmental documentation section of the application package will include the Delineation of Jurisdictional Waters, Biological Habitat Assessment, and a Cultural Resources Report (provided by Client).

Due to significant Corps staffing limitations, and based on our experience in IP processing, Michael Baker will also prepare the following documents during the IP process. We have found that the processing time is greatly reduced when the following items are provided to the Corps:

- Public Notice: Michael Baker will assist Corps staff in preparing the draft Public Notice for the project pursuant to Section 404(b)(1) of the Clean Water Act. Prior to preparing the Public Notice, Michael Baker will coordinate with the Corps to determine an appropriate notification radius. Once a notification radius has been identified, Michael Baker will prepare mailing labels for public notice distribution. The Public Notice is typically under 10-15 pages and within the 3 MB size requirement for Corps posting and use. Following circulation of the Public Notice, Michael Baker will assist the Corps in responding to up to five (5) comments, as each comment letter may contain multiple comments. Additional responses can be provided under an approved task/budget augmentation.
- Draft National Policy Act Compliance/NEPA Environmental Assessment (EA): Issuance of a Corps IP is a federal action and therefore triggers NEPA. It is assumed at this point that the Corps would support preparing an environmental assessment (EA) for the project rather than Environmental Impact Statement (EIS) pursuant to the National Environmental Policy Act (NEPA). Utilizing the information in the CEQA document and other application studies, Michael Baker will prepare the EA that summarizes information about the proposed activities and addresses comments received by the community during the required Public Notice. This proposal assumes one round of comments from the Client and one set from the Corps. This task excludes the preparation of new studies not defined in this scope of work.

Assumptions: This task assumes two (2) rounds of response to comments on the draft Section 404 application package from the Client prior to acceptance as final.

Deliverables: Draft application package (PDF); Final PDF to the Corps and PDF to the Client for file.

TASK 5: REGIONAL BOARD SECTION 401 WATER QUALITY CERTIFICATION APPLICATION

Michael Baker will prepare an application package to the Regional Board for coverage under the existing Statewide Water Quality Certification requirements of Section 401 of the Clean Water Act.

The application package is required to ensure State water quality standards have been met. The submittal package will include:

- *Application Cover Letter*: The letter will be on Michael Baker letterhead and introduce the project and define the submittal document.
- *Section 401 Water Quality Certification Application Form*: The most recent State Board application form will be utilized. An attachment may be provided so that the complete project description and necessary detail is included. A detailed project description for improvements within jurisdictional areas will be included.
- *Copies of other Applications*: Copies of the Corps Section 404 NWP PreConstruction Notification and CDFW Section 1602 Lake or Streambed Alteration Agreement (LSAA) Notification will be provided.
- *Best Management Practices (BMP)/Water Quality Design*: The project's BMPs will be described to verify that no water quality impacts will occur.
- *Project Figures*: Figures will illustrate key project features and help clarify written text. Anticipated figures include a Regional Vicinity Map, Site Vicinity Map, USDA Soils Map, Site Photographs, Jurisdictional Map, and Project Site Plans.
- *Environmental Documentation*: Michael Baker will include copies of the draft CEQA document, Biological Resources Assessment Reports, Jurisdictional Delineation Report, and other relevant technical documents, as available.
- Certification application fee (provided by the Client).

Assumptions: This task assumes two (2) rounds of response to comments on the draft Section 401 Water Quality Certification Application update package from the Client prior to acceptance as final. This task assumes the project is exempt from preparing a formal alternatives analysis to the Regional Board, as discussed above. This task assumes that OCPW will cover the certification application fee.

Deliverables: Application package (PDF) to Regional Board and the Client for file.

TASK 6: CDFW SECTION 1602 STREAMBED ALTERATION AGREEMENT

The proposed project is located within CDFW jurisdictional areas. Therefore, Michael Baker will prepare a Lake or Streambed Alteration Agreement (LSAA) Notification, pursuant to the Section 1602 of the CFGC. The LSAA Notification package will include:

- *Notification Cover Letter*: The letter will be on Michael Baker letterhead and introduce the project and define the submittal document.
- *Notification Form*: Michael Baker will complete the most recent CDFW LSAA Notification Form (now online along with digital upload) and provide a separate attachment with a written

description of all project activities and impacts so that the complete project description and necessary detail is included, as necessary.

- *Project Figures:* Figures will illustrate key project features and help clarify written text. Anticipated figures include a Regional Vicinity Map, Site Vicinity Map, USDA Soils Map, Site Photographs, Jurisdictional Map, and Project Site Plans.
- *Environmental Documentation:* Michael Baker will include copies of the draft CEQA document, Biological Resources Assessment Report, Jurisdictional Delineation Report, and other relevant technical documents, where available.
- *Conceptual Mitigation Approach.*
- Notification fee (provided by the Client).

Assumptions and Exclusions: This task assumes two (2) rounds of revisions to the draft Section 1602 LSAA Notification prior to acceptance as final. This task assumes that Client will pay the notification fee.

Deliverables: Michael Baker will submit a Final Section 1602 SAA Notification package (via CDFW's Environmental Permit Information Management System) to CDFW and PDF copy to the Client for file.

TASK 7: COMPENSATORY MITIGATION SUPPORT

Michael Baker will support the Client with the presentation of mitigation opportunities. This task is a budgeted amount since specific mitigation has not been finalized. Mitigation support may include compensatory mitigation concepts, coordination with agencies/stakeholders, and conceptual site planning. A formal Habitat Mitigation and Monitoring Plan (HMMP) is excluded from this task, but can be added under an approved contract augmentation, if an HMMP is required.

TASK 8: REGULATORY PERMIT PROCESSING

Michael Baker will provide regulatory services for the processing of the Section 404 application through the Corps, Section 401 Water Quality Certification application through the Regional Board, the Section 1602 LSAA through the CDFW, and support through the RCA. The processing will include required correspondence or telephone calls between the reviewing staff related to the permit applications or points of clarification, if necessary.

Typically, agency comments are responded to via email and telephone; however, this task includes two (2) rounds of formal (written submittal) response to comments per each application package. This task will be billed on a not-to-exceed time and materials basis. Michael Baker will prepare a master coordination tracking log documenting submittals and status review. The tracking log will also include call logs and electronic communication with agency reviewers.

This task includes up to three (3) site visits with the regulatory agencies, if requested

Deliverables: Meeting agendas/minutes (PDF), where required. Bi-Weekly Permit Tracking Logs (PDF).

TASK 9: PROJECT MANAGEMENT, COORDINATION AND MEETINGS

Richard Beck shall serve as the Project Manager, and Tim Tidwell as Regulatory Specialist, for the Michael Baker Team. All communications shall go through Richard Beck for managing the Project for the project Team. Meetings shall be scheduled to facilitate timely review and approvals necessary to make sure there is appropriate progress and task completion. Dates, times and locations shall be agreed upon by Michael Baker and the Client. Mr. Beck shall be responsible for the following tasks:

- Serve as liaison to the client for contract administration, communication, meeting organization, scheduling (project schedule and in-house team schedule), and budget;
- Assignment of tasks and providing technical direction to the Michael Baker Team;
- Review of technical documents to make sure they have been quality controlled and are in compliance with the Scope of Work and standard set forth by the client;
- Monitor the project schedule and budget and advise the client in advance to the extent practicable when schedule or budget is impacted;
- Participate in development and conduct quality control reviews for all deliverables from Michael Baker Team members.

Deliverables: Meeting agendas/minutes (PDF), where required. Monthly invoices (PDF).

OTHER DIRECT COSTS

Other Direct Costs (ODC) for this work program include fees associated with the cultural records search, reproduction expenses, and messenger/ mailing services.

**EXHIBIT "B"
BUDGET PROVISIONS**

TASK	Staff Position and Billing Rate								Total Hours	TOTAL COST
	Project Manager \$300	Cultural Task Lead \$191	Reg./Cultural Specialist \$165	Reg./Environ. Analyst \$120	Cultural Associate \$100	GIS Specialist \$150	GIS Analyst \$120	Adm n. \$70		
1.0 Literature Review /Project Kick-Off	6		6						12	\$2,790
2.0 CRAM Assessments			55	55		12			122	\$17,475
3.0 404(b)(1) Alternatives Analysis	8		40	80					128	\$18,600
4.0 Corps 404 Permit Application	8		24	60					92	\$13,560
5.0 Regional Board 401 Application	2		8	32					42	\$5,760
6.0 CDFW 1602 Notification	2		8	24					34	\$4,800
7.0 Compensatory Mitigation Support	8		60			16			84	\$14,700
8.0 Regulatory Permit Processing	16		60	80					156	\$24,300
9.0 Management. Coordiantion, Meetings	40		16						56	\$14,640
Other Direct Costs										\$2,750
Total Hours	90	0	277	331	0	28	0	0	726	
Percent of Total Labor (Hours)	12%	0%	38%	46%	0%	4%	0%	0%	100%	
TOTAL COST	\$27,000	\$0	\$45,705	\$39,720	\$0	\$4,200	\$0	\$0		\$119,375






WMARC-92670-003-0625 Regulatory Permit Processing PSA

Final Audit Report

2022-06-02

Created:	2022-06-02
By:	Kristen Bogue (KBOGUE@mbakerintl.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_D27mBE3QLozY55lcRjRyqtvPwVKP7Li

"WMARC-92670-003-0625 Regulatory Permit Processing PSA" History

-  Document created by Kristen Bogue (KBOGUE@mbakerintl.com)
2022-06-02 - 3:15:50 PM GMT - IP address: 98.164.193.148
-  Document emailed to Richard Beck (rbeck@mbakerintl.com) for signature
2022-06-02 - 3:16:44 PM GMT
-  Email viewed by Richard Beck (rbeck@mbakerintl.com)
2022-06-02 - 3:37:32 PM GMT - IP address: 104.47.56.254
-  Document e-signed by Richard Beck (rbeck@mbakerintl.com)
Signature Date: 2022-06-02 - 3:38:27 PM GMT - Time Source: server- IP address: 68.4.172.96
-  Agreement completed.
2022-06-02 - 3:38:27 PM GMT



Use this form to submit a single or sole source requisition for review by your Buyer and/or Procurement Contract Specialist. All procurements valued **\$5,000 or more** must seek competitive bids from a minimum of three suppliers, or the expectation that three or more suppliers will respond, or be justified by a Single/Sole Source. All purchases exceeding **\$50,000** require a formal public bid. Procurement's may not be artificially segregated to lesser dollar amounts for the purpose of bypassing this requirement.

Sole/Single Source service requests that are greater than **\$50,000** require additional Board of Supervisors approval.

Supplier Details

Vendor Michael Baker International Inc
Fulfillment Address CCorp - Services ACHAcct#*0975: (preferred)
 PO Box 515714
 Los Angeles, California 90051-5195 United States

Distribution Method

The system will distribute purchase orders using the method(s) indicated below:

Check this box to customize order distribution information. No

Email (HTML Body) leads@mbakerintl.com
 Contract

Background Information

Please indicate if this is a single or sole source below

Single Source

Have you previously requested and received approval for a sole/single source request for this vendor for your department?

No

If selected "yes", please provide the approved SSJ# below

SSJ#

If selected "yes", was the request approved for a different project?

Purchase Details

1. Supply/Service being requested:

Processing applications and associated reports/studies is necessary for permitting with the California Department of Fish and Wildlife, U.S. Army Corps of Engineers, and the Regional Water Quality Control Board. The permits are required for the Badlands Landfill Integrated Project, which will expand the current landfill footprint and operations of the existing landfill facility so that mission critical capacity and project related objectives are met.

Current Year Cost

6. Identify all costs for this requested purchase.

You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained.

This request is in reference to Minute Traq Item# 17915 - Badlands Landfill Integrated Project (BLIP). Approved by the Board of Supervisors 4/12/2022

2. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:

This firm is best suited to process the necessary permits due to their familiarity with our project and their expertise and technical abilities in navigating a complicated permitting structure at the State and Federal levels.

Work under this contract needs to begin immediately. Our landfill capacity is diminishing and without the work, we may not have our new disposal area available before the current area is exhausted. In short, we would run out of landfill space if we don't get the permits needed to start construction in the new areas.

3. Reasons why my department requires these unique features and what benefit will accrue to the county:

We are under significant time constraints and need to have these permits in hand as soon as possible in order to seamlessly transition into our next phase of development at Badlands.

4. Period of Performance From: 5/1/2022
Period of Performance To: 5/30/2025

Is this an annually renewable contract or is it fixed term?

Fixed Term

5. Price Reasonableness:

Yes, price is reasonable and in line with industry standards. The department has contracts with other vendors that provide similar consulting services around the same rates.

Projected Board of Supervisor Date 5/17/2022
(if applicable):

Commodity Code 92670

Describe all current fiscal year costs associated with this procurement in the box below. Insert all one time costs associated with this project in the table below.

Tasks

- 1.0 Literature Review/Project Kick-Off \$2,790.00
- 2.0 CRAM Assessments \$17,475.00
- 3.0 404(b)(1) Alternatives Analysis \$18,600.00
- 4.0 Corps 404 Permit Application \$13,560.00
- 5.0 Regional Board 401 Application \$5,760.00
- 6.0 CDFW 1602 Notification \$4,800.00
- 7.0 Compensatory Mitigation Support \$14,700.00
- 8.0 Regulatory Permit Processing \$24,300.00
- 9.0 Management, Coordination, Meetings \$14,640.00
- Other Direct Costs \$2,750.00
- Total Costs \$ 119,375.00

Insert all current fiscal year costs in the table below. Label the 'description' as the item that is being purchased.

Current FY Costs

Description	Price
FY 22/23 - 24/25: Tasks 1.0 - 9.0 and Other Direct Costs	119,375.00

Enter all additional FY costs in the table below. Only enter one fiscal year cost per line and identify the fiscal year that it pertains to. Fiscal year is from 7/1/00 to 6/30/00.. Example : FY 18/19 \$200

FY
FY
FY
FY
FY
Additional FY Cost

Describe all additional costs associated with this procurement in the box below. Include the dollar amounts for subsequent fiscal years if it differs from above.

None.

Current Year Cost Total:

119,375.00

Supporting Documentation

If this request is for professional services, attach the service agreement to this sole source request. The Purchasing Agent, or designee, is the signing authority for agreements unless the service is exempted by Ordinance 459, Board delegated authority or by State law.

- Additional supporting documentation includes:
- Previously approved SSJ's
 - other

For all other requests, attach the vendor's cost proposal

Internal Attachments

Purchasing Approval

Approved by	Date Approved	Sole Source Number	Approval Conditions/Comments
Suzanna Hinckley	6/1/2022		

This section to be filled out by Purchasing Management only upon approval.

Total 119,375.00