

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



ITEM: 3.47
(ID # 19339)

MEETING DATE:
Tuesday, June 28, 2022

FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Approve the Professional Services Agreements with Cumming Management Group, Inc. and Jeff Oviedo Associates, Inc. dba JOA Group for On-Call Contract Administration-Project Management support service and Authorize the Chair of the Board to sign the Agreement on behalf of the County. All Districts. [Five Year Est. - \$5,000,000] - 100% Sheriff's Budget

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Services Agreements with Cumming Management Group, Inc. and Jeff Oviedo Associates, Inc. dba JOA Group for On-Call Contract Administration-Project Management support service for a total aggregate amount of \$5,000,000 from July 1, 2022 to June 30, 2027; and authorize the Chairman of the Board of Supervisor to sign the Agreements on behalf of the County; and,
2. Authorize the Director of Project Management Office (PMO) or Designee, in accordance with Ordinance No. 459, based on the availability of fiscal funding, to administer the contract task orders, sign amendments that do not change the substantive terms of the agreement, and the ability to move the funds between the vendors that do not exceed the sum of the agreements.


ACTION:Policy


Matthew Jimenez 6/21/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Perez 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 28, 2022
xc: Sheriff

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	\$ 1,000,000	\$ 5,000,000	\$ 0
NET COUNTY COST	\$ 0	\$ 1,000,000	\$ 5,000,000	\$ 0
SOURCE OF FUNDS: 100% Sheriff Budget			Budget Adjustment: No	
			For Fiscal Year: 22/23 – 26/27	

C.E.O. RECOMMENDATION: Approve

BR# 22-108

BACKGROUND:

Summary

On January 7, 2020 (3.23), the Riverside County Sheriff's Department (Sheriff) was given authority as an "Authorized Entity" defined in County Policy B-11 to manage all capital improvement projects associated with its facilities, which include five jails and 19 facilities. Many of these facilities are showing their age, requiring extensive upkeep to maintain safety as well as maximizing space efficiency and usage. Many of the projects are time sensitive due to facilities reaching their useful life expectancy and some of the repairs and rehabilitation projects are driven by safety, building code, or regulatory requirements. As the Sheriff's Project Management Office (PMO) works to address service requests and issues, additional On-Call Contract Administration-Project Management (CA-PM) support service is necessary to assist the Sheriff to complete these projects timely.

Contract History and Price Reasonableness

The department is requesting to capitalize on Orange County Sheriff's contract ID# MA-060-22011009 for On-Call Contract Administration-Project Management (CA-PM) Support Services. The Orange County Sheriff's Department issued a Request for Qualification (RFQ) and advertised the bid on their online bidding system from November 4, 2021 through November 29, 2021. There was a total of three submittals received in response to the RFQ.

Per County of Orange's standard process, their Evaluation Committee completed the comprehensive evaluation process and established criteria set forth in the RFQ: technical expertise, understanding the scope, key personnel and references, approach and understanding of projects, control of cost and schedule, and organization and compliance with contract and scope of work. The committee eliminated one vendor and negotiated with the two highest ranked firms. As a result of the bid, Cumming Management Group, Inc. and Jeff Oviedo Associates, Inc. dba JOA Group were both awarded the contracts.

The Sheriff's Department is requesting for Board approval to contract with Jeff Oviedo & Associates, Inc dba JOA Group and Cumming Management Group, Inc. for five (5) years for a total aggregate amount of \$5M. The total annual estimate cost between both vendors is \$1M.

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Their hourly fee is a fixed cost for the entire contract term and the estimated threshold to allow the Department to use the approved vendors to facilitate projects as needed. The Department anticipates completing approximately \$10M - 20M in CIP projects annually. The contract terms do not guarantee work will be assigned to the contractor. The contracts also include a provision stating projects are subject to, and contingent upon, applicable budgetary appropriations being approved by the Board for each fiscal year. Furthermore, additional work from vendors is based on their performance, work product, and ability to coordinate and manage projects to completion timely.

Impact on Residents and Businesses

Due to the nature of the Sheriff's 24/7 operations, it is imperative that facilities related issues are addressed timely and properly to ensure continuation of daily operations and the general safety of the staff and inmates. The option to retain services to supplement staff who have extensive public work experience with specialized expertise will allow the Sheriff to continue an efficient operation and management of its facilities.

ATTACHMENT:

Cumming Management Group, Inc. – 3 copies
Jeff Oviedo Associates, Inc. dba JOA Group – 3 copies


Suzanna Hoxley, Assistant Director of Purchasing and Fleet Service

6/21/2022


Rebecca S Cortez, Principal Management Analyst

6/23/2022


Cynthia M. Gurzel, Chief Deputy County Counsel

6/21/2022

PROFESSIONAL SERVICE AGREEMENT

for

**ON- CALL CONTRACT ADMINISTRATION – PROJECT MANAGEMENT SUPPORT
SERVICES**

between

COUNTY OF RIVERSIDE

and

CUMMING MANAGEMENT GROUP, INC.



JUN 28 2022 3.47

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This Agreement, made and entered into this 28 day of June, 2022, by and between CUMMING MANAGEMENT GROUP, INC., (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 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 this 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 June 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 five hundred thousand (\$500,000) annually 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 and duplicate copies of invoices to:

Riverside County Sheriff Department
4095 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 (SHARC-525440-001-06/27); quantities; item/service 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 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 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 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 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 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 Sheriff, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department shall 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

Riverside County Sheriff's Department
4095 Lemon Street, 5th Floor
Riverside, CA 92501

CONTRACTOR

Cumming Management Group, Inc.
25220 Hancock Ave., Suite 440
Murrieta, CA 92562

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 may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. The Parties 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). 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 CUETA as amended from time to time. 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.

23.13 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.

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

CUMMING MANAGEMENT GROUP, INC.

By: Jeff Hewitt
Jeff Hewitt, Chairman
Board of Supervisors

By: AS
Name: Anthony Sanchez
Title: Executive Vice President

Dated: JUN 28 2022

Dated: Jun 20, 2022

ATTEST:
Kecia Harper
Clerk of the Board

By: Zuley Martinez
Deputy

APPROVED AS TO FORM:

County Counsel

By: Kristine Bell-Valdez

Deputy County Counsel

EXHIBIT A

SCOPE OF WORK

The Riverside County Sheriff's Department will require supplemental professional services to meet workload demands and project scheduling commitments in relation to Architect- Engineer (A/E) Contract Administration – Project Management (CA-PM) Support Services for various projects. A/E is defined as an Architect or Engineer for Contract Administration – Project Management. In order to supplement its existing resources, COUNTY intends to issue "On-Call CA-PM Support Services" for use by Riverside County Sheriff on an "as-needed" basis.

1.1 GENERAL REQUIREMENT

1.1.1 General Requirements and Provisions

- a. COUNTY does hereby retain A/E to perform the PROJECTS/SERVICES as required by this Contract.
- b. A/E has offered, and County has accepted, the Staffing Plan in "Attachment C", attached hereto and incorporated herein by reference.
- c. A/E may employ special consultants/contractors for the accomplishment of the PROJECTS/SERVICES specified; and, it is agreed that only the firms or independent consultants/contractors identified in Attachment C may be employed by A/E to provide these PROJECTS/ SERVICES.
- d. Consultants/contractors may be substituted and/or added by mutual written agreement of A/E and the Director, County of Riverside, Riverside County Sheriff-Coroner Department Project Management Office or his designee, hereinafter referred to as "DIRECTOR".
- e. A/E's employment of independent consultants/contractors shall not relieve A/E from the performance of its own responsibilities pursuant to this CONTRACT. However, all consultants/contractors independently contracting with COUNTY shall be independently liable to COUNTY for the performance of the work pursuant to their agreements, and A/E shall have no liability for work by contractors independently contracting with COUNTY.
- f. A/E shall be responsible for submitting all PROJECTS/SERVICES to COUNTY in a form which has been thoroughly reviewed and checked for completeness, accuracy and consistency by the registered professional(s) named in Section 1.1.2 herein; and,

any PROJECTS/SERVICES not meeting this requirement will be returned to A/E prior to review by COUNTY.

The A/E will be contacted by a Riverside County Sheriff Project Manager or designee on an "as-needed" basis as projects arise to provide CA-PM Support Services. Requirements will be discussed by both Parties and then the A/E shall prepare a written Scope Statement that will include the specific work to be performed, including the costs and time required to complete the project/task. COUNTY Project Director or designee will review the A/E's Scope Statement, proceed with negotiation of task costs and when satisfied, issue a "Contract Task Order" (hereinafter "CTO") against this CONTRACT.

A/E shall be assigned work via a task order by Riverside County Sheriff, which shall subsequently be referred to as the CTO. A CTO (see sample Contract Task Order in Attachment A) for each project shall be developed by A/E in conjunction with COUNTY staff. COUNTY Project Director shall assign a COUNTY Project Manager or designee for each CTO. The COUNTY Project Manager or designee shall manage all A/E's work including monitoring the CTO work schedule, quality of deliverables review of invoiced amounts, adherence to set budget, and internal review of submittal packages. A- E shall follow all requirements as outlined in the CTO; this general Scope of Work, the project specific Scope Statement, and the Department Policies & Procedures.

The CTO shall include a detailed Scope Statement, describing tasks to be performed with a specific list of deliverables for each task, schedule of work and cost to complete the work. The schedule of work shall allow sufficient time for meetings with COUNTY staff to review the work progress, provide technical and policy direction, resolve problems and ensure adherence to the work completion schedule. The CTO shall include a cover sheet provided by COUNTY with the appropriate signature blocks and contract information. After COUNTY Project Manager or designee and A/E are in agreement and all parties have signed the CTO, COUNTY Project Manager or designee shall provide A/E with a Notice to Proceed (NTP) to begin work. A/E shall submit all plans, reports and other documents produced under the CTO to the assigned COUNTY Project Manager or designee within the timeframe indicated in the CTO or as directed otherwise by COUNTY Project Manager or designee

1.2 Projects/Services

1.2.1 Description of PROJECTS/SERVICES

- a. **PROJECT/SERVICES to be performed by A/E shall consist of the work as specified herein and as required in Exhibit A. If in the event Exhibit A shall be in conflict with**

any provision of this CONTRACT, the wording as set forth in this Exhibit A shall prevail.

- b. Scope of Services that A/E will provided is fully explained below in Section I.

1.2.2 Design Criteria and Standards

All PROJECTS/SERVICES shall be performed in accordance with instructions, criteria and standards set forth by the DIRECTOR.

1.2.3 Scheduling (*subject to change per scope of work specifications and/or individual contract task orders*)

- a. Concurrently with the work of the CONTRACT, A/E shall prepare a progress work schedule and within five (5) working days from the date of receipt of individual assignments from COUNTY, A/E shall submit to COUNTY two (2) copies of a progress work schedule which shall delineate dates of commencement and completion of the various phases of PROJECTS/SERVICES assignments. A/E schedule shall include required COUNTY review period(s) set forth herein. An approved copy of the progress schedule will be returned to A/E.
- b. A/E shall allow at least five (5) working days for COUNTY review of progress work schedule. In planning work, A/E should anticipate and allow ten (10) working days for COUNTY review of each submittal required in Exhibit A.
- c. A/E shall meet on an "as-needed" basis as determined by DIRECTOR or at least once every four (4) weeks with COUNTY to review progress of work, adherence to progress schedule, coordination of work, scheduling of seminars, if needed, and to resolve any problems that may develop.
- d. Within five (5) working days of each meeting, A/E shall prepare a brief memorandum summarizing the results of the meeting and shall submit it to COUNTY for concurrence.
- e. A/E shall complete all the work of PROJECTS/SERVICES and obtain all approvals by COUNTY within the time frame indicated in Exhibit A except A/E shall not be responsible for any delay beyond the control of A/E.
- f. In the event A/E fails to complete the work and obtain the approval of DIRECTOR in the time allowed, COUNTY shall have the option of completing the work by its own forces or by contract with another firm. The time allowed for A/E to complete the PROJECTS/SERVICES pursuant to this CONTRACT shall be extended for delay caused by COUNTY in completing its work pursuant to this CONTRACT which delay exceeds the agreed COUNTY review and/or approval time periods.

1.3 Assistance by COUNTY STAFF

- a. COUNTY shall assign an appropriate staff member to work with A/E in connection with the work of this CONTRACT. Said staff member's duties will consist of the giving of advice and consultations, assisting A/E in negotiations with other public agencies and private parties, miscellaneous items which in the judgment of A/E or COUNTY's staff warrant attention, and all other duties as may be described in Exhibit A.
- b. All of the above activities, however, shall be the primary responsibility of A/E to schedule, initiate and carry through to completion.

1.4 A/E Compensation and Extra Work

- a. For the PROJECTS/SERVICES authorized under this CONTRACT, A/E shall be compensated in accordance with the following:
- b. For completion and approval of all PROJECTS/SERVICES where "Extra Work" (defined as changes in approved portions of the PROJECT/SERVICES required by and ordered in writing by DIRECTOR which changes constitute a change in or departure from said approved portions of PROJECTS/SERVICES) is not authorized, compensation including reimbursables shall be described and payable as stipulated in Fee Schedule, hereinafter referred to as "Exhibit B", attached hereto and incorporated herein by reference.

1.4.1 Where extra work is authorized for PROJECTS/SERVICES:

- a. The amount for Extra Work shall be determined using Exhibit B. Extra Work shall be required by and ordered in writing by DIRECTOR. Increases in the CONTRACT amount for services within the existing Scope of Work may be granted by the DIRECTOR.
- b. A/E's billing for the Extra Work shall include but not be limited to names of A/E's staff employed in the Extra Work, classification of employees and number of hours worked.

1.4.2 For partial completion of work of PROJECTS/SERVICES followed by default on part of A/E:

- a. For failure to complete and secure approval of the first required submittal, there shall be no compensation.
- b. For failure to complete and secure approval of other authorized phases, A/E shall, upon completion of PROJECTS/SERVICES by others, be entitled to receive compensation based on approved work of PROJECTS/SERVICES not to exceed the

amounts specified in Exhibit A for that particular submittal, plus the reasonable value as determined by COUNTY of the non-approved work; provided, however, that if the cost to COUNTY to complete the contract exceeds the amount specified herein, A/E shall be liable to COUNTY for such excess costs attributable to A/E's breach of the CONTRACT.

2. Amendments

No alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing.

3. Changes

CONTRACTOR shall make no changes in the work or perform any additional work without The COUNTY's specific written approval.

4. Title to Data

4.1.1 All materials, documents, data or information obtained from the COUNTY data files or any COUNTY medium furnished to A/E in the performance of this CONTRACT, will at all times remain the property of the COUNTY. Such data or information may not be used or copied for direct or indirect use by the A/E after completion or termination of this CONTRACT without the express written consent of the COUNTY.

4.1.2 All materials, documents, data or information, including copies furnished by COUNTY and loaned to A/E for its temporary use, must be returned to the COUNTY at the end of this CONTRACT unless otherwise specified by the DIRECTOR.

5. Usage

5.1.1 No guarantee is given by COUNTY to A/E regarding usage of this CONTRACT. The A/E agrees to supply services requested, as needed by the County of Riverside, at prices listed in the CONTRACT, regardless of quantity requested.

6. Wage Rates

6.1.1 Contractor shall post a copy of the wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the Board of Supervisors. Copies may be obtained at cost at the office of County's

Riverside County Sheriff/Project Management Office or visit the website of the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov/DLSR/PWD. The Contractor shall comply with the provisions of Sections 1774, 1775, 1776 and 1813 of the Labor Code.

7. Apprenticeship Requirements

The Contractor shall comply with Section 230.1(A), California Code of Regulations as required by the Department of Industrial Relations, Division of Apprenticeship Standards by submitting DAS Form to the Joint Apprenticeship Committee of the craft or trade in the area of the site.

8. Registration of Contractor

- 8.1.1 All contractors and subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section
- 8.1.2 This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each Subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.

9. Payroll Records

- 9.1.1 Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4.
- 9.1.2 The requirements of Labor Code Section 1776 provide, in summary:

Contractor and any Subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any Subcontractor(s) in connection with the work.
- 9.1.3 Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code Sections 1771, 1811, 1815 for any work performed by his/her employees in connection with the Contract.

- 9.1.4 The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.
- 9.1.5 Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five working days, provide a notice of any change of location and address of the records.
- 9.1.6 Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have ten (10) days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to County, forfeit One Hundred Dollars (\$100), or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.
- 9.1.7 Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Sections 1771 et seq., and shall pay workers employed on the Contract not less than the general prevailing rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contract, as well as any additional job site notices required by Labor Code Section 1771.4(b). Copies of these rates are on file at the principal office of County's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at www.dir.ca.gov. If the Contract is federally funded, Contractor and any Subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor.

10. Work Hour Penalty

Eight hours of labor constitute a legal day's work, and forty hours constitute a legal week's work. Pursuant to Section 1813 of the Labor Code of the State of California, the Contractor shall forfeit to the County Twenty Five Dollars (\$25) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than the legal day's or week's work, except that work performed by employees of said Contractor and subcontractors in excess of the legal limit shall be permitted without the foregoing penalty

upon the payment of compensation to the workers for all hours worked in excess of eight hours per day of not less than 1-1/2 times the basic rate of pay.

11. Apprentices

- 11.1.1 The Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of the Contractor to ensure compliance with this Article and with Labor Code Section 1777.5 for all apprenticeable occupations.
- 11.1.2 Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any subcontractors under him employing workers in any apprenticeable craft or trade in performing any work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the work.
- 11.1.3 Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any subcontractor under him may be required to make contributions to the apprenticeship program.
- 11.1.4 The Contractor and all subcontractors under him shall comply with Labor Code Section 1777.6 which Section forbids certain discriminatory practices in the employment of apprentices.

12. Scope of Services

- 12.1.1 The A/E shall provide CA-PM Support Services, including estimating and scheduling support, cost control, document control, and management of information to ensure timely and cost effective capital and/or maintenance-repair projects. The A/E shall also manage projects consisting of the repair and refurbishment of COUNTY-owned, and/or leased facilities, and provide management of energy retrofit efficiency projects.
- 12.1.2 The A/E will be contacted by a COUNTY Project Manager or designee on an "as-needed" basis as projects arise to provide CA-PM Support Services. Requirements will be discussed by both Parties and then the A/E shall prepare a written Scope Statement that will include the specific work to be performed, including the costs and time required to complete the project/task. COUNTY Project Manager or designee will review the A/E's Scope Statement, proceed with negotiation of task costs and when satisfied, issue a Contract Task Order against this CONTRACT. Riverside County Sheriff/Project Management Office is

responsible for most capital and maintenance-repair projects to provide safe County facilities to all internal and external constituents of the County of Riverside.

To meet workload demands, project scheduling commitments, and to supplement existing staff resources, Riverside County Sheriff intends to establish a CONTRACT to provide CA-PM Support Services under the direction and supervision of Riverside County Sheriff for various Capital and Maintenance-repair projects.

This scope of work is to describe the services to be provided as part of the CONTRACT; and the administrative process of the CONTRACT.

13. Contract Task Order

13.1.1 A/E shall be assigned work via a task order by Riverside County Sheriff, which shall subsequently be referred to as the "Contract Task Order" (hereinafter "CTO"). A CTO for each project shall be developed by A/E in conjunction with COUNTY staff. COUNTY management shall assign a COUNTY Project Manager or designee for each CTO. The COUNTY Project Manager or designee shall manage all A/E's work including monitoring the CTO work schedule, quality of deliverables, review of invoiced amounts, adherence to set budget, and internal review of submittal packages. A/E shall follow all requirements as outlined in the CTO; this general Scope of Work, the project specific Scope Statement, and the Department Policies & Procedures.

13.1.2 The CTO shall include a detailed Scope Statement, describing tasks to be performed with a specific list of deliverables for each task, schedule of work and cost to complete the work. The schedule of work shall allow sufficient time for meetings with COUNTY staff to review the work progress, provide technical and policy direction, resolve problems and ensure adherence to the work completion schedule. The CTO shall include a cover sheet provided by COUNTY with the appropriate signature blocks and contract information. After COUNTY Project Manager or designee and A/E are in agreement and all parties have signed the CTO, COUNTY Project Manager or designee shall provide A/E with a Notice to Proceed (NTP) to begin work. A/E shall submit all plans, reports and other documents produced under the CTO to the assigned COUNTY Project Manager or designee within the timeframe indicated in the CTO or as directed otherwise by COUNTY Project Manager or designee.

14. Scope of Support Services

14.1.1 A/E Contract Administration – Project Management may include, but not limited to: support services building repairs or building physical makeup that meet aesthetic, functional, structural, and safety factors for the construction or repair of any type of building component, or any aspect of a building or structure; ensuring that these items meet applicable codes and standards.

14.1.2 A/E Responsibilities may include, but not limited to:

1. Project Development:

- a. Collaborate with COUNTY and project clients to identify requirements and develop a project Scope Statement.
- b. Develop a Work Breakdown Structure (WBS) for each project.
- c. Evaluate Scope Statement to develop a preliminary cost estimate and determine whether project be vendor bid or be executed under a Job Order Contract (JOC).

2. Planning Design Phase:

- a. Participate in solicitation process for selection of an A/E design firm to provide contract documents for select projects.
- b. Prepare Agenda Staff Report (ASR) / briefing papers for Board of Supervisors approval of selected A/E design firm and award of A/E design contract.
- c. Provide oversight responsibilities of A/E design firms. Monitor progress and performance, review contract documents, project estimates and negotiate design change orders.
- d. Coordination with overseeing regulatory agencies to facilitate the planning and design effort as required, including the California Environmental Quality Act (CEQA).
- e. Provide coordination for soils and material testing and geotechnical engineering during design phase as required.
- f. For environmental remediation projects, provide coordination for peer review of construction documents and closure plan required by overseeing regulatory agency; submit closure plan and coordinate payment fees associated with the application for site cleanup; conduct on-site meetings with overseeing regulatory agency and consulting A/E design firm to resolve and meet conditions for closure plan approval.
- g. Prepare bid documents, specifications as required for capital and/or maintenance and repair contracts. Meet informal bid process requirements as per Design & Construction Procurement Policy Manual (DCPPM) and County Contract Policy Manual (CPM).

3. Bidding Phase:

- a. Establish critical project dates, pre-bid meeting and bid opening.
- b. Prepare ASR and briefing papers for Board of Supervisors approval of contract documents, project advertisement authorization and award of contract.
- c. Assist Riverside County Sheriff's Procurement with conducting Pre-Bid Meetings.
- d. Schedule and conduct Joint-Scope Meetings for JOC Contracts.

4. Construction Phase:

- a. Coordinate contracts to access and mitigate/remove asbestos containing material (ACM).
- b. Provide coordination and confirmation of utility service disconnection or abandonment as required.
- c. Arrange for building plan check/closure plan approval and necessary permits from overseeing regulatory agencies as required.

- d. Direct and manage project execution to achieve the project's requirements.
- e. Monitor and control project tasks to meet performance objectives and to ensure adherence to required permits. Identify divergence and inform COUNTY Project Manager or designee.
- f. Attend meetings with COUNTY Project Manager or designee, project leader and project contractor, including pre-construction meeting, and construction meetings to resolve issues.
- g. Review and verify construction Change Order submittal for technical compliance and cost evaluation and transmit to COUNTY Project Manager or designee for approval.
- h. Review Contractor Progress Payment Requests, approve and recommend payment to COUNTY Project Manager or designee.
- i. Monitor and update project budget throughout construction phase and communicate to COUNTY Project Manager or designee of any major impacts on the project budget.
- j. Schedule, conduct and attend project related meetings, including requested meetings with COUNTY clients to report status of project(s).
- k. Maintain files and correspondence, report of meetings, drawings and submittals, change orders, progress reports and other project related documents.

5. Project Closeout:

- a. Participate in final inspection to prepare punch lists for project contractor to correct and/or to complete listed items. Verify that items on punch lists have been completed successfully assist COUNTY Project Manager or designee to determine completion date and coordinate project close out.
- b. Coordinate the preparation, acceptance and distribution of project closeout documents in accordance with COUNTY Project Manager or designee procedures to clients.

15. A/E Limits of Authority

The following areas are NOT the responsibility of the A/E, unless the COUNTY Project Manager or designee provides specific instructions:

1. Authorize deviations from the approved Project Scope Statement and/or Change Orders.
2. Conduct any test or inspection required by regulatory agencies.
3. Assume any responsibilities of the construction contractor.
4. Practice objective selection of construction contractor's base on quality craftsmanship and performance for maintenance and repair projects.
5. Expedite job for the contractor with exception to provide all the information needed for contractor to proceed with the work.
6. Advise on or issue directions relative to any other contractor's techniques, means, or sequence, unless a specific technique means or sequence is called for in the plans or specifications.
7. Make decisions or commitments that will involve extra cost or extra time beyond the contract without approval of the COUNTY Project Manager or designee.

8. Make any settlement agreements with the contractor without involvement and prior approval of the COUNTY Project Manager or designee for any construction disputes or claims.

16. A/E Compensation

A. Basis of Compensation

Compensation shall be on the basis of not-to-exceed fixed fees computed from the hourly rates provided in Fee Schedule, all as specifically defined in each CTO. The Fee Schedule submitted, shall be fixed for the entire term of the CONTRACT. All A/E's administrative overhead expenses shall be considered to be included in the hourly rate contained in submitted Fee Schedule. A/E shall submit monthly invoices for services provided; the cumulative amount shall not exceed the authorized amount on approved CTO. Payment shall be within thirty (30) days of receipt of invoices by COUNTY Project Manager or designee pending on invoice approval.

B. Extra Work

1. Extra work not described in the CONTRACT may be required. In the event COUNTY Project Manager or designee requires such work, additional compensation for this work shall be agreed upon by A/E and COUNTY Project Manager or designee prior to commencing any work. No extra work may be performed without written authorization. The appropriate fee and performance of such work shall be authorized in writing by the COUNTY Project Manager or designee, and shall not exceed amounts pursuant to the most recent Design and Construction Procurement Policy Manual.
2. In the event extra work is required, the schedule of fees previously submitted by the A/E in the proposal shall determine the basis of payment for extra work.

17. Work Products

All deliverables/work products prepared by A/E pursuant to the CTOs, including but not limited to reports, working documents, original drawings, designs, specifications, exhibits, and notes, shall be the property of the COUNTY and shall be delivered to the COUNTY Project Manager or designee at its request any time during the term of the CONTRACT.

18. Location of Services

All services will be performed at a location to be determined by COUNTY Project Manager or designee. When available, COUNTY Project Manager or designee will provide office space, a computer and services to carry out A/E required services. A/E will provide for their own transportation with associated costs, any field computers, cellular phones, and/or any other equipment as desired and needed to perform the work; these and all other additional costs shall be considered included in the overhead component of the A/E's hourly rates, unless specifically agreed to in writing on the applicable CTO.

19. Progress Report and Schedule

A/E shall submit a progress report and schedule update for each CTO on a weekly basis or frequency as required by COUNTY Project Manager or designee. A weekly project progress meeting may be required and will not be a substitute for the progress report and written schedule update.

20. Project Examples

The purpose of this section is to identify common COUNTY projects for support services:

- a. Tenant Office Improvement, Regional Park Facilities Refurbishment, Building Exterior Repair, ADA Compliance and Improvement, Various Roof Systems, Existing Building MEP Systems.

EXHIBIT B

PAYMENT PROVISIONS

1. COMPENSATION

This is a fixed-fee CONTRACT between COUNTY and A/E Services for On- Call Contract Administration – Project Management (Capital Projects) Support Services, as set forth in Exhibit A, “Scope of Work”.

A/E agrees to accept the specified compensation as set forth in this CONTRACT as full remuneration for performing all services and furnishing all staffing, labor, vehicles, equipment, tools, materials, overhead, travel, etc. required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by A/E of all its duties and obligations hereunder. A/E shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. COUNTY shall have no obligation to pay any sum in excess of the Total CONTRACT Amount specified herein below unless authorized by amendment in accordance with Sections 6.3 of the COUNTY CONTRACT Terms and Conditions.

2. PRICING

Payment shall be made in accordance with the provisions of this CONTRACT. Partial progress payments may be allowed at the discretion of the COUNTY Project Manager. Payment shall be as follows:

Classification Rates

CUMMING MANAGEMENT GROUP, INC.	
Classification Titles	Hourly Rate
Project Executive/Project Director	\$185.00
Senior Project Manager	\$175.00
Project Manager	\$165.00
Junior/Assistant Project Manager	\$140.00
Construction Manager	\$160.00
Estimator	\$165.00
Scheduler	\$155.00
Construction Reviewer	\$165.00
Admin Support/Doc. Control	\$95.00

3. PRICE INCREASES/DECREASES

No price increases will be permitted during the term of this CONTRACT. All price decreases will automatically be extended to COUNTY.

4. FIRM DISCOUNT AND PRICING STRUCTURE

A/E guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. A/E agrees that no price increases shall be passed along to COUNTY during the term of this CONTRACT not otherwise specified and provided for within this CONTRACT.

5. A/E'S EXPENSE

A/E will be responsible for all costs related to photo copying, telephone communications and fax communications while on COUNTY sites during the performance of work and services under this CONTRACT.

6. REIMBURSABLE ITEMS

Reimbursable items are items that are not included in the Scope of Work but necessary for completion of the work and must be authorized in advance by the COUNTY Project Manager. A/E may be entitled to reimbursement for the following, upon prior approval by COUNTY:

- a. The actual costs of special equipment to be rented, leased or purchased by A/E for use exclusively in the performance of the Scope of Services, to the extent such rental, lease, purchase and costs have been approved in writing by the COUNTY Project Manager.
- b. Printing expenses paid to outside contractors; to the extent such contractors and reproduction rates have been approved by the COUNTY Project Manager.
- c. Other actual costs and/or payments specifically approved and authorized in writing by the COUNTY Project Manager and actually incurred by A/E in performance of this CONTRACT.
- d. Construction field office lease and appurtenances.
- e. Travel costs shall only be reimbursed at the Internal Revenue Service standard mileage rate set for the respective year in which work will be completed and if approved in advance in writing by COUNTY Project Manager and are subject to the following restrictions:
 - i. Reimbursement of mileage for the business use of a personal vehicle during the conduct of business within the Scope of Services of this CONTRACT shall be based on the Internal Revenue Service Standard Mileage Rate in effect at the time. Mileage between

the A/E's "Home Based" office location and Riverside County Sheriff location, as well as mileage within Riverside County Sheriff property will not be reimbursed.

- ii. Cost of "Home Based" Xerox copies, faxes, and other supplies and materials associated with them will not be reimbursed.
- iii. Cost of cellular phones, cell phone usage plans and usage minutes, and other mobile communication devices will not be reimbursed.

All reimbursable expenses must be itemized on A/E invoice(s) and documented with receipts. Receipts for reimbursable expenses must be submitted with all A/E invoices. Invoices for reimbursable expenses without back-up receipts will not be paid. A/E is responsible for submitting reimbursable invoices in a format that is acceptable to the COUNTY. Reimbursable items shall be charged at cost. Any third-party or subcontractor services shall also be charged at cost; no mark-ups will be allowed.

ATTACHMENT A

CTO No.: _____

CONTRACT TASK ORDER
CONTRACT ADMINISTRATOR - PROJECT MANAGEMENT SERVICES

Except as otherwise expressly provided herein, the Consultant hereby agrees to perform the work described below in accordance with all of the terms and conditions of the Agreement referenced below in Item 2. The Consultant shall furnish the necessary facilities, professional, technical and supporting personnel required by this Contract Task Order (CTO) as described below:

CTO Budgeted In: Fund _____ Agency _____ Org _____ Acty _____ Object _____ Job _____	
Cost of these services will be cost applied to: _____	
If not completed, RDMD/Purchasing will not process	CTO Initiator _____

1. Consultant: _____ 2. Price Agreement: _____

3. Project: _____ 4. CTO Issue Date: _____

5. Project No.: _____

6. CTO County Administrator: _____ Agency: _____

Telephone _____ FAX: _____

7. Scope of Work/Description: _____

8. Official Notices: _____

COUNTY: _____

CA-PM: _____

9. Progress payments shall be sent to: _____

10. Period of Performance: Start: _____ Completion: _____

Work Station Location: _____

11. Deliverables:	Description	Required Date	No. of Copies
_____	_____	_____	_____

12. Pricing:	Dollar Amount
_____	\$ _____

Consultants:	Function	\$
_____	_____	\$ _____

TOTAL CONTRACT TASK ORDER VALUE **NOT TO EXCEED:** \$ _____

Reviewed by RDMD/A&E: _____ Date: _____	
<p align="center">Hereby acknowledges receipt and Acceptance of this Contract Task Order</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>COUNTY OF ORANGE</p> <p>Approved:</p> <p>By: _____ Date: _____</p> <p>Title: _____</p> <p>By: _____ Date: _____</p> <p>Title: _____</p>

CTO Revision date 04/16/2006

RIVERSIDE COUNTY SHERIFF'S DEPARTMENT
PROJECT MANAGEMENT OFFICE

CONTRACT TASK ORDER (CTO) SCOPE STATEMENT

"ON-CALL" ARCHITECT/ENGINEER (A/E)
TYPE OF SERVICES

For Provision of "On-call" Architect/Engineer (A/E) for A/E FIRMNAME by A/E to Riverside Sheriff's Department's Project Management Office (County)

Contract Task Order (CTO) No.: TBD

Contract No.: TBD

Project Title: TBD

Project No.: TBD

RSO PMO Project Manager: TBD

Phone No.: TBD

I. **PROJECT DESCRIPTION**

Describes the area or site of the project and the reason for the project.

II. **DESCRIPTION OF TASKS**

Task 1 - INSERT TITLE OF TASK HERE (EXAMPLE: SCHEMATIC DESIGN)

Provide a description of the task. Be descriptive when outlining the task. Be sure to include the key points, highlights and all relevant aspects for the task.

Note: Describe deviations that do not fit under the Deliverable, Schedule, and Fee subsections of this task. If nothing is required in this subsection, mark as "N/A".

Deliverable: List the tangible end product(s) to be produced from this Task to RSO PMO.

Schedule: List the date(s) the deliverable(s) will be delivered to RSO PMO.

Fee: List the fee for this Task.

Task 2 – INSERT TITLE OF TASK HERE (EXAMPLE: DESIGN DEVELOPMENT)

Provide a description of the task. Be descriptive when outlining the task. Be sure to include the key points, highlights and all relevant aspects for the task.

Note: Describe deviations that do not fit under the Deliverable, Schedule, and Fee subsections of this task. If nothing is required in this subsection, mark as "N/A".

Deliverable: List the tangible end product(s) to be produced from this Task to RSO PMO.

Schedule: List the date(s) the deliverable(s) will be delivered to RSO PMO.

Fee: List the fee for this Task.

Task 3 – INSERT TITLE OF TASK HERE (EXAMPLE: CONSTRUCTION DOCUMENTS)

Provide a description of the task. Be descriptive when outlining the task. Be sure to include the key points, highlights and all relevant aspects for the task.

Note: Describe deviations that do not fit under the Deliverable, Schedule, and Fee subsections of this task. If nothing is required in this subsection, mark as "N/A".

Deliverable: List the tangible end product(s) to be produced from this Task to RSO PMO.

Schedule: List the date(s) the deliverable(s) will be delivered to RSO PMO.

Fee: List the fee for this Task.

Task 4 – INSERT TITLE OF TASK HERE (EXAMPLE: CONSTRUCTION OBSERVATION)

Provide a description of the task. Be descriptive when outlining the task. Be sure to include the key points, highlights and all relevant aspects for the task.

Note: Describe deviations that do not fit under the Deliverable, Schedule, and Fee subsections of this task. If nothing is required in this subsection, mark as "N/A".

Deliverable: List the tangible end product(s) to be produced from this Task to RSO PMO.

Schedule: List the date(s) the deliverable(s) will be delivered to RSO PMO.

Fee: List the fee for this Task.

Task 5 – INSERT TITLE OF TASK HERE (EXAMPLE: RECORD DRAWINGS)

Provide a description of the task. Be descriptive when outlining the task. Be sure to include the key points, highlights and all relevant aspects for the task.

Note: Describe deviations that do not fit under the Deliverable, Schedule, and Fee subsections of this task. If nothing is required in this subsection, mark as "N/A".

Deliverable: List the tangible end product(s) to be produced from this Task to RSO PMO.

Schedule: List the date(s) the deliverable(s) will be delivered to RSO PMO.

Fee: List the fee for this Task.

III. PERIOD OF PERFORMANCE

Work under this task order shall begin on the date of signature by COUNTY, below, and be completed and delivered within (# of days or weeks to complete work) from that date.

IV. REIMBURSABLES

Describe the guidelines for reimbursement, including, the total amount of reimbursement and items allowed/excluded for reimbursement.

Itemize all the possible reimbursables for this project.

(See Attachment A - Scope of Work, Part I, D - Reimbursable Items of Work)

Total Reimbursable Items Cost (Not to Exceed): List the fee for Reimbursable Items

As part of the reimbursable items, A/E shall provide printing and reproduction for the followings:

- A. Schematics 3 Sets of plans to RSO PMO for distribution

- B. Design Development 3 Sets of plans, outline specifications and cost estimates
- C. Construction Documents 3 Sets of plans
 - 3 Sets of structural, mechanical and electrical calculations
- D. Final Submittal 3 Sets of plans
 - 3 Sets of structural, mechanical and electrical calculations
- E. Bid Documents 1 Sets of original drawings (electronic format)
 - 1 Sets of original specifications (electronic format)

G. Additionally, one (1) additional set shall be provided per each distribution as checked:

- Fire
- Health Care Agency
- Correctional Standards Authority
- Tele/Com. Services
- User
- No additional sets for Part G are required

V. ITEMS PROVIDED BY CONSULTANT

List all the tangible and intangible items provided by the consultant for completion of the project. This may include Survey Crews, Project Schedules, Meeting Agendas, Meeting Notes, Action Item Matrices, etc.

VI. ITEMS PROVIDED BY RSO PMO

List all the tangible and intangible items provided by RSO PMO. This may include access to project site, easement/encumbrance maps, record drawings, etc.

VII. MEETINGS & COMMUNICATION

Meetings:

Describe how meetings will be conducted including agendas and meeting minutes.

Communications:

Describe the communications plan for the project and who will be responsible for its creation.

VIII. ATTACHMENTS

List all attachments here. This may include Schedule of Fees, Project Schedule, Aerial Photograph, Site Plan, etc.

IX. NOTICE TO PROCEED

At no time, shall A/E proceed with any item of work on a new project prior to receiving a Notice to Proceed (NTP) letter, signed by the COUNTY or his designee. The NTP letter will have attached this original project-specific CTO, fully executed by the A/E Responsible Charge and the COUNTY.

X. A/E COMPENSATION

A. Compensation to A/E for all services authorized on this CTO by COUNTY under Contract shall be based upon:

- Time and materials charges per Attachment B - A/E Fee Schedule.
and/or
- The List of Deliverables specified and approved in this CTO, provided that the compensation in the List of Deliverables does not exceed the compensation listed in Attachment B - A/E Fee Schedule.

B. The total amount payable by the COUNTY under this CTO, shall not exceed \$ **TBD**.

XI. ADDITIONAL WORK

If A/E finds that additional work or time is necessary, which is not included and is not authorized under this CTO, A/E must stop work immediately. A/E is required to submit a written description, justification of need, and cost estimate to COUNTY. A/E must receive written authorization and direction from COUNTY before proceeding with any such additional work. If A/E proceeds with the additional work prior to receiving written authorization from COUNTY, retroactive approval cannot be granted and A/E will not be paid for the unauthorized additional work.

XII. SIGNATURES

IN WITNESS WHEREOF, this CTO has been executed under the provisions of CONTRACT between the County of Riverside and/or the Riverside County Sheriff-Coroner Department, as applicable, and A/E. By signature below, the parties hereto agree that all terms and conditions of this CTO and Contract shall be in full force and effect.

COUNTY

ARCHITECT/ENGINEER

By: _____

By: _____

Signature

Signature

Insert Name & Title Here

Insert Name & Title Here

RSO PMO Project Manager

Principal, A/E Project Manager

Insert Date

Insert Date

Date

Date

By: _____

Signature

Insert Name Here

Director, Project Management Office

Insert Date

Date

ATTACHMENT B

Security Checks

**“Soft Checks” & Level 1 Background checks,
Standard Operating Procedure.**

The Riverside County Sheriff's Department prides itself on the Safety and Security of ALL facilities. As such, the Project Management Office has developed this procedure for all persons needing to conduct business on ANY county property to have at least one of the above listed security measures completed. The steps needing to be taken are as follows:

**SOFT CHECKS
(Escorted)**

- 1- Determine the individual(s) that you will be assigning to work or supervise and need access on or into the Sheriff's facility.
- 2- Create a list of all desired personnel and collect from each (at a minimum) their driver's license number, their date of birth, and a photo ID to validate the information is correct. The easiest way is to scan their Driver's license or Identification card (no matter the state) and forward the completed list to the Project Manager assigned to the project.
- 3- This list shall be sent via email no later than **5 business days** prior to the work being performed or the employee needing access on or into an RCSD facility or jobsite. If the list is not received by the Project Management Office at least **5 business days** prior, the job may be delayed, and the requestor held responsible.
- 4- Once submitted, the “Soft Check” will be conducted by the assigned Deputy. Once completed, an email response indicating all persons eligible or ineligible to work on or within any Riverside County Sheriff's property.
- 5- This “Soft Check” will be valid for one calendar year from the original request date. If the employee is still employed and needing security clearance after the “1 year” mark, the Requestor must resubmit their information for another “Soft Check” clearance.
- 6- In the event the “Soft Check” eliminates a person's ability to work, the requestor will be notified immediately. No further information regarding eligibility will be given the requestor at any time.
- 7- In the event, a “Change of personnel” occurs last minute, so a project is not delayed, the requestor may submit an urgent request to the Project Manager. This request **MUST** be warranted and

necessary. The email **MUST** contain the following phrase; ***URGENT REQUEST NOTIFICATION***.

- **NOTE:** This "Soft Check" clearance check is the lowest form of clearance request available. It does **NOT** give any person(s) the ability to be on or in ANY facility unescorted.

**Level 1 Background Clearances
(supervisors, foreman)
(Extensive)**

- 1- Determine the need for the Level 1 clearance. Ensure the individuals requesting such clearance, have no "unforeseen" issue that may hinder passing a modified background check. Must have had a "soft check" prior to submitting an application.
- 2- Submit the Level 1 background application to the Project Manager assigned to your project. (see attached) You may acquire an application from the Project Manager once the "soft check" has been completed.
- 3- Ensure all requested documentation is submitted with the application. (Follow instructions listed on app)
- 4- The Project manager will forward the application to the clerical department of PMO that it may be logged and verified.
- 5- The PMO clerical staff will process then forward the application to the Riverside County Sheriff's Department Personnel unit for the background investigation.
- 6- The background investigator assigned to the background will contact the individual requesting the clearance when the need arises.
- 7- The requestor will need to help facilitate the willingness of the person mentioned in the application so that the background can be completed in a timely manner.
- 8- Once the investigation is completed, the PMO clerical staff, the requestor, and the individual will be notified (by mail) on the candidate's approval or denial.
- 9- Please **DO NOT** contact the personnel bureau unless they have contacted you or the candidate. **ALL** communications **SHALL** be done through the Project Manager.

- **NOTE:** Prior to submitting the application, please **MAKE SURE** the candidate is willing to have a background investigation done so the background investigator isn't having to "chase" the candidate being investigated.
- **** Note:** This is a time-consuming process. Please allow 6-8 weeks for the Level 1 background investigation to be completed.

PROFESSIONAL SERVICE AGREEMENT

for

**ON- CALL CONTRACT ADMINISTRATION – PROJECT MANAGEMENT SUPPORT
SERVICES**

between

COUNTY OF RIVERSIDE

and

JEFF OVIEDO ASSOCIATES, INC.



JUN 28 2022 3:47

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This Agreement, made and entered into this 28 day of JUNE, 2022, by and between JEFF OVIEDO Associates, INC. dba JOA Group, (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 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 this 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 June 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 five hundred thousand (\$500,000) annually 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 and duplicate copies of invoices to:

Riverside County Sheriff Department
4095 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 (SHARC-525440-001-06/27); quantities; item/service 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 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 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 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 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 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 Sheriff, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department shall 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

Riverside County Sheriff's Department
4095 Lemon Street, 5th Floor
Riverside, CA 92501

CONTRACTOR

Jeff Oviedo Associates, Inc.
260 Newport Center Drive, Suite 100
Newport Beach, CA 92660

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 may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. The Parties 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). 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 CUETA as amended from time to time. 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.

23.13 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.

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*
Jeff Hewitt, Chairman
Board of Supervisors

Dated: JUN 28 2022

JEFF OVIEDO ASSOCIATES, INC.

By: *Jeff Oviedo*
Name: Jeff Oviedo
Title: President

Dated: Jun 20, 2022

ATTEST:
Kecia Harper
Clerk of the Board

By: *Kecia Harper*
Deputy

APPROVED AS TO FORM:

County Counsel
By: *Kristine Bell-Valdez*

Deputy County Counsel

EXHIBIT A
SCOPE OF WORK

The Riverside County Sheriff's Department will require supplemental professional services to meet workload demands and project scheduling commitments in relation to Architect- Engineer (A/E) Contract Administration – Project Management (CA-PM) Support Services for various projects. A/E is defined as an Architect or Engineer for Contract Administration – Project Management. In order to supplement its existing resources, COUNTY intends to issue "On-Call CA-PM Support Services" for use by Riverside County Sheriff on an "as-needed" basis.

1.1 GENERAL REQUIREMENT

1.1.1 General Requirements and Provisions

- a. COUNTY does hereby retain A/E to perform the PROJECTS/SERVICES as required by this Contract.
- b. A/E has offered, and County has accepted, the Staffing Plan in "Attachment C", attached hereto and incorporated herein by reference.
- c. A/E may employ special consultants/contractors for the accomplishment of the PROJECTS/SERVICES specified; and, it is agreed that only the firms or independent consultants/contractors identified in Attachment C may be employed by A/E to provide these PROJECTS/ SERVICES.
- d. Consultants/contractors may be substituted and/or added by mutual written agreement of A/E and the Director, County of Riverside, Riverside County Sheriff-Coroner Department Project Management Office or his designee, hereinafter referred to as "DIRECTOR".
- e. A/E's employment of independent consultants/contractors shall not relieve A/E from the performance of its own responsibilities pursuant to this CONTRACT. However, all consultants/contractors independently contracting with COUNTY shall be independently liable to COUNTY for the performance of the work pursuant to their agreements, and A/E shall have no liability for work by contractors independently contracting with COUNTY.
- f. A/E shall be responsible for submitting all PROJECTS/SERVICES to COUNTY in a form which has been thoroughly reviewed and checked for completeness, accuracy and consistency by the registered professional(s) named in Section 1.1.2 herein; and,

any PROJECTS/SERVICES not meeting this requirement will be returned to A/E prior to review by COUNTY.

The A/E will be contacted by a Riverside County Sheriff Project Manager or designee on an "as-needed" basis as projects arise to provide CA-PM Support Services. Requirements will be discussed by both Parties and then the A/E shall prepare a written Scope Statement that will include the specific work to be performed, including the costs and time required to complete the project/task. COUNTY Project Director or designee will review the A/E's Scope Statement, proceed with negotiation of task costs and when satisfied, issue a "Contract Task Order" (hereinafter "CTO") against this CONTRACT.

A/E shall be assigned work via a task order by Riverside County Sheriff, which shall subsequently be referred to as the CTO. A CTO (see sample Contract Task Order in Attachment A) for each project shall be developed by A/E in conjunction with COUNTY staff. COUNTY Project Director shall assign a COUNTY Project Manager or designee for each CTO. The COUNTY Project Manager or designee shall manage all A/E's work including monitoring the CTO work schedule, quality of deliverables review of invoiced amounts, adherence to set budget, and internal review of submittal packages. A- E shall follow all requirements as outlined in the CTO; this general Scope of Work, the project specific Scope Statement, and the Department Policies & Procedures.

The CTO shall include a detailed Scope Statement, describing tasks to be performed with a specific list of deliverables for each task, schedule of work and cost to complete the work. The schedule of work shall allow sufficient time for meetings with COUNTY staff to review the work progress, provide technical and policy direction, resolve problems and ensure adherence to the work completion schedule. The CTO shall include a cover sheet provided by COUNTY with the appropriate signature blocks and contract information. After COUNTY Project Manager or designee and A/E are in agreement and all parties have signed the CTO, COUNTY Project Manager or designee shall provide A/E with a Notice to Proceed (NTP) to begin work. A/E shall submit all plans, reports and other documents produced under the CTO to the assigned COUNTY Project Manager or designee within the timeframe indicated in the CTO or as directed otherwise by COUNTY Project Manager or designee

1.2 Projects/Services

1.2.1 Description of PROJECTS/SERVICES

- a. **PROJECT/SERVICES to be performed by A/E shall consist of the work as specified herein and as required in Exhibit A. If in the event Exhibit A shall be in conflict with**

any provision of this CONTRACT, the wording as set forth in this Exhibit A shall prevail.

- b. Scope of Services that A/E will provided is fully explained below in Section I.

1.2.2 Design Criteria and Standards

All PROJECTS/SERVICES shall be performed in accordance with instructions, criteria and standards set forth by the DIRECTOR.

1.2.3 Scheduling (*subject to change per scope of work specifications and/or individual contract task orders*)

- a. Concurrently with the work of the CONTRACT, A/E shall prepare a progress work schedule and within five (5) working days from the date of receipt of individual assignments from COUNTY, A/E shall submit to COUNTY two (2) copies of a progress work schedule which shall delineate dates of commencement and completion of the various phases of PROJECTS/SERVICES assignments. A/E schedule shall include required COUNTY review period(s) set forth herein. An approved copy of the progress schedule will be returned to A/E.
- b. A/E shall allow at least five (5) working days for COUNTY review of progress work schedule. In planning work, A/E should anticipate and allow ten (10) working days for COUNTY review of each submittal required in Exhibit A.
- c. A/E shall meet on an "as-needed" basis as determined by DIRECTOR or at least once every four (4) weeks with COUNTY to review progress of work, adherence to progress schedule, coordination of work, scheduling of seminars, if needed, and to resolve any problems that may develop.
- d. Within five (5) working days of each meeting, A/E shall prepare a brief memorandum summarizing the results of the meeting and shall submit it to COUNTY for concurrence.
- e. A/E shall complete all the work of PROJECTS/SERVICES and obtain all approvals by COUNTY within the time frame indicated in Exhibit A except A/E shall not be responsible for any delay beyond the control of A/E.
- f. In the event A/E fails to complete the work and obtain the approval of DIRECTOR in the time allowed, COUNTY shall have the option of completing the work by its own forces or by contract with another firm. The time allowed for A/E to complete the PROJECTS/SERVICES pursuant to this CONTRACT shall be extended for delay caused by COUNTY in completing its work pursuant to this CONTRACT which delay exceeds the agreed COUNTY review and/or approval time periods.

1.3 Assistance by COUNTY STAFF

- a. COUNTY shall assign an appropriate staff member to work with A/E in connection with the work of this CONTRACT. Said staff member's duties will consist of the giving of advice and consultations, assisting A/E in negotiations with other public agencies and private parties, miscellaneous items which in the judgment of A/E or COUNTY's staff warrant attention, and all other duties as may be described in Exhibit A.
- b. All of the above activities, however, shall be the primary responsibility of A/E to schedule, initiate and carry through to completion.

1.4 A/E Compensation and Extra Work

- a. For the PROJECTS/SERVICES authorized under this CONTRACT, A/E shall be compensated in accordance with the following:
- b. For completion and approval of all PROJECTS/SERVICES where "Extra Work" (defined as changes in approved portions of the PROJECT/SERVICES required by and ordered in writing by DIRECTOR which changes constitute a change in or departure from said approved portions of PROJECTS/SERVICES) is not authorized, compensation including reimbursables shall be described and payable as stipulated in Fee Schedule, hereinafter referred to as "Exhibit B", attached hereto and incorporated herein by reference.

1.4.1 Where extra work is authorized for PROJECTS/SERVICES:

- a. The amount for Extra Work shall be determined using Exhibit B. Extra Work shall be required by and ordered in writing by DIRECTOR. Increases in the CONTRACT amount for services within the existing Scope of Work may be granted by the DIRECTOR.
- b. A/E's billing for the Extra Work shall include but not be limited to names of A/E's staff employed in the Extra Work, classification of employees and number of hours worked.

1.4.2 For partial completion of work of PROJECTS/SERVICES followed by default on part of A/E:

- a. For failure to complete and secure approval of the first required submittal, there shall be no compensation.
- b. For failure to complete and secure approval of other authorized phases, A/E shall, upon completion of PROJECTS/SERVICES by others, be entitled to receive compensation based on approved work of PROJECTS/SERVICES not to exceed the

amounts specified in Exhibit A for that particular submittal, plus the reasonable value as determined by COUNTY of the non-approved work; provided, however, that if the cost to COUNTY to complete the contract exceeds the amount specified herein, A/E shall be liable to COUNTY for such excess costs attributable to A/E's breach of the CONTRACT.

2. Amendments

No alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing.

3. Changes

CONTRACTOR shall make no changes in the work or perform any additional work without The COUNTY's specific written approval.

4. Title to Data

4.1.1 All materials, documents, data or information obtained from the COUNTY data files or any COUNTY medium furnished to A/E in the performance of this CONTRACT, will at all times remain the property of the COUNTY. Such data or information may not be used or copied for direct or indirect use by the A/E after completion or termination of this CONTRACT without the express written consent of the COUNTY.

4.1.2 All materials, documents, data or information, including copies furnished by COUNTY and loaned to A/E for its temporary use, must be returned to the COUNTY at the end of this CONTRACT unless otherwise specified by the DIRECTOR.

5. Usage

5.1.1 No guarantee is given by COUNTY to A/E regarding usage of this CONTRACT. The A/E agrees to supply services requested, as needed by the County of Riverside, at prices listed in the CONTRACT, regardless of quantity requested.

6. Wage Rates

6.1.1 Contractor shall post a copy of the wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contract from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the Board of Supervisors. Copies may be obtained at cost at the office of County's

Riverside County Sheriff/Project Management Office or visit the website of the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov/DLSR/PWD. The Contractor shall comply with the provisions of Sections 1774, 1775, 1776 and 1813 of the Labor Code.

7. Apprenticeship Requirements

The Contractor shall comply with Section 230.1(A), California Code of Regulations as required by the Department of Industrial Relations, Division of Apprenticeship Standards by submitting DAS Form to the Joint Apprenticeship Committee of the craft or trade in the area of the site.

8. Registration of Contractor

8.1.1 All contractors and subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section

8.1.2 This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each Subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.

9. Payroll Records

9.1.1 Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4.

9.1.2 The requirements of Labor Code Section 1776 provide, in summary:

Contractor and any Subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any Subcontractor(s) in connection with the work.

9.1.3 Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- a. The information contained in the payroll record is true and correct.
- b. The employer has complied with the requirements of Labor Code Sections 1771, 1811, 1815 for any work performed by his/her employees in connection with the Contract.

- 9.1.4 The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.
- 9.1.5 Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five working days, provide a notice of any change of location and address of the records.
- 9.1.6 Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have ten (10) days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to County, forfeit One Hundred Dollars (\$100), or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.
- 9.1.7 Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Sections 1771 et seq., and shall pay workers employed on the Contract not less than the general prevailing rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contract, as well as any additional job site notices required by Labor Code Section 1771.4(b). Copies of these rates are on file at the principal office of County's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at www.dir.ca.gov. If the Contract is federally funded, Contractor and any Subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor.

10. Work Hour Penalty

Eight hours of labor constitute a legal day's work, and forty hours constitute a legal week's work. Pursuant to Section 1813 of the Labor Code of the State of California, the Contractor shall forfeit to the County Twenty Five Dollars (\$25) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than the legal day's or week's work, except that work performed by employees of said Contractor and subcontractors in excess of the legal limit shall be permitted without the foregoing penalty

upon the payment of compensation to the workers for all hours worked in excess of eight hours per day of not less than 1-1/2 times the basic rate of pay.

11. Apprentices

- 11.1.1 The Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of the Contractor to ensure compliance with this Article and with Labor Code Section 1777.5 for all apprenticeable occupations.
- 11.1.2 Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any subcontractors under him employing workers in any apprenticeable craft or trade in performing any work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the work.
- 11.1.3 Pursuant to Labor Code Section 1777.5 if that Section applies to this Contract as indicated above, the Contractor and any subcontractor under him may be required to make contributions to the apprenticeship program.
- 11.1.4 The Contractor and all subcontractors under him shall comply with Labor Code Section 1777.6 which Section forbids certain discriminatory practices in the employment of apprentices.

12. Scope of Services

- 12.1.1 The A/E shall provide CA-PM Support Services, including estimating and scheduling support, cost control, document control, and management of information to ensure timely and cost effective capital and/or maintenance-repair projects. The A/E shall also manage projects consisting of the repair and refurbishment of COUNTY-owned, and/or leased facilities, and provide management of energy retrofit efficiency projects.
- 12.1.2 The A/E will be contacted by a COUNTY Project Manager or designee on an "as-needed" basis as projects arise to provide CA-PM Support Services. Requirements will be discussed by both Parties and then the A/E shall prepare a written Scope Statement that will include the specific work to be performed, including the costs and time required to complete the project/task. COUNTY Project Manager or designee will review the A/E's Scope Statement, proceed with negotiation of task costs and when satisfied, issue a Contract Task Order against this CONTRACT. Riverside County Sheriff/Project Management Office is

responsible for most capital and maintenance-repair projects to provide safe County facilities to all internal and external constituents of the County of Riverside.

To meet workload demands, project scheduling commitments, and to supplement existing staff resources, Riverside County Sheriff intends to establish a CONTRACT to provide CA-PM Support Services under the direction and supervision of Riverside County Sheriff for various Capital and Maintenance-repair projects.

This scope of work is to describe the services to be provided as part of the CONTRACT; and the administrative process of the CONTRACT.

13. Contract Task Order

13.1.1 A/E shall be assigned work via a task order by Riverside County Sheriff, which shall subsequently be referred to as the "Contract Task Order" (hereinafter "CTO"). A CTO for each project shall be developed by A/E in conjunction with COUNTY staff. COUNTY management shall assign a COUNTY Project Manager or designee for each CTO. The COUNTY Project Manager or designee shall manage all A/E's work including monitoring the CTO work schedule, quality of deliverables, review of invoiced amounts, adherence to set budget, and internal review of submittal packages. A/E shall follow all requirements as outlined in the CTO; this general Scope of Work, the project specific Scope Statement, and the Department Policies & Procedures.

13.1.2 The CTO shall include a detailed Scope Statement, describing tasks to be performed with a specific list of deliverables for each task, schedule of work and cost to complete the work. The schedule of work shall allow sufficient time for meetings with COUNTY staff to review the work progress, provide technical and policy direction, resolve problems and ensure adherence to the work completion schedule. The CTO shall include a cover sheet provided by COUNTY with the appropriate signature blocks and contract information. After COUNTY Project Manager or designee and A/E are in agreement and all parties have signed the CTO, COUNTY Project Manager or designee shall provide A/E with a Notice to Proceed (NTP) to begin work. A/E shall submit all plans, reports and other documents produced under the CTO to the assigned COUNTY Project Manager or designee within the timeframe indicated in the CTO or as directed otherwise by COUNTY Project Manager or designee.

14. Scope of Support Services

14.1.1 A/E Contract Administration – Project Management may include, but not limited to: support services building repairs or building physical makeup that meet aesthetic, functional, structural, and safety factors for the construction or repair of any type of building component, or any aspect of a building or structure; ensuring that these items meet applicable codes and standards.

14.1.2 A/E Responsibilities may include, but not limited to:

1. Project Development:

- a. Collaborate with COUNTY and project clients to identify requirements and develop a project Scope Statement.
- b. Develop a Work Breakdown Structure (WBS) for each project.
- c. Evaluate Scope Statement to develop a preliminary cost estimate and determinate whether project be vendor bid or be executed under a Job Order Contract (JOC).

2. Planning Design Phase:

- a. Participate in solicitation process for selection of an A/E design firm to provide contract documents for select projects.
- b. Prepare Agenda Staff Report (ASR) / briefing papers for Board of Supervisors approval of selected A/E design firm and award of A/E design contract.
- c. Provide oversight responsibilities of A/E design firms. Monitor progress and performance, review contract documents, project estimates and negotiate design change orders.
- d. Coordination with overseeing regulatory agencies to facilitate the planning and design effort as required, including the California Environmental Quality Act (CEQA).
- e. Provide coordination for soils and material testing and geotechnical engineering during design phase as required.
- f. For environmental remediation projects, provide coordination for peer review of construction documents and closure plan required by overseeing regulatory agency; submit closure plan and coordinate payment fees associated with the application for site cleanup; conduct on-site meetings with overseeing regulatory agency and consulting A/E design firm to resolve and meet conditions for closure plan approval.
- g. Prepare bid documents, specifications as required for capital and/or maintenance and repair contracts. Meet informal bid process requirements as per Design & Construction Procurement Policy Manual (DCPPM) and County Contract Policy Manual (CPM).

3. Bidding Phase:

- a. Establish critical project dates, pre-bid meeting and bid opening.
- b. Prepare ASR and briefing papers for Board of Supervisors approval of contract documents, project advertisement authorization and award of contract.
- c. Assist Riverside County Sheriff's Procurement with conducting Pre-Bid Meetings.
- d. Schedule and conduct Joint-Scope Meetings for JOC Contracts.

4. Construction Phase:

- a. Coordinate contracts to access and mitigate/remove asbestos containing material (ACM).
- b. Provide coordination and confirmation of utility service disconnection or abandonment as required.
- c. Arrange for building plan check/closure plan approval and necessary permits from overseeing regulatory agencies as required.

- d. Direct and manage project execution to achieve the project's requirements.
- e. Monitor and control project tasks to meet performance objectives and to ensure adherence to required permits. Identify divergence and inform COUNTY Project Manager or designee.
- f. Attend meetings with COUNTY Project Manager or designee, project leader and project contractor, including pre-construction meeting, and construction meetings to resolve issues.
- g. Review and verify construction Change Order submittal for technical compliance and cost evaluation and transmit to COUNTY Project Manager or designee for approval.
- h. Review Contractor Progress Payment Requests, approve and recommend payment to COUNTY Project Manager or designee.
- i. Monitor and update project budget throughout construction phase and communicate to COUNTY Project Manager or designee of any major impacts on the project budget.
- j. Schedule, conduct and attend project related meetings, including requested meetings with COUNTY clients to report status of project(s).
- k. Maintain files and correspondence, report of meetings, drawings and submittals, change orders, progress reports and other project related documents.

5. Project Closeout:

- a. Participate in final inspection to prepare punch lists for project contractor to correct and/or to complete listed items. Verify that items on punch lists have been completed successfully assist COUNTY Project Manager or designee to determine completion date and coordinate project close out.
- b. Coordinate the preparation, acceptance and distribution of project closeout documents in accordance with COUNTY Project Manager or designee procedures to clients.

15. A/E Limits of Authority

The following areas are NOT the responsibility of the A/E, unless the COUNTY Project Manager or designee provides specific instructions:

- 1. Authorize deviations from the approved Project Scope Statement and/or Change Orders.
- 2. Conduct any test or inspection required by regulatory agencies.
- 3. Assume any responsibilities of the construction contractor.
- 4. Practice objective selection of construction contractor's base on quality craftsmanship and performance for maintenance and repair projects.
- 5. Expedite job for the contractor with exception to provide all the information needed for contractor to proceed with the work.
- 6. Advise on or issue directions relative to any other contractor's techniques, means, or sequence, unless a specific technique means or sequence is called for in the plans or specifications.
- 7. Make decisions or commitments that will involve extra cost or extra time beyond the contract without approval of the COUNTY Project Manager or designee.

8. Make any settlement agreements with the contractor without involvement and prior approval of the COUNTY Project Manager or designee for any construction disputes or claims.

16. A/E Compensation

A. Basis of Compensation

Compensation shall be on the basis of not-to-exceed fixed fees computed from the hourly rates provided in Fee Schedule, all as specifically defined in each CTO. The Fee Schedule submitted, shall be fixed for the entire term of the CONTRACT. All A/E's administrative overhead expenses shall be considered to be included in the hourly rate contained in submitted Fee Schedule. A/E shall submit monthly invoices for services provided; the cumulative amount shall not exceed the authorized amount on approved CTO. Payment shall be within thirty (30) days of receipt of invoices by COUNTY Project Manager or designee pending on invoice approval.

B. Extra Work

1. Extra work not described in the CONTRACT may be required. In the event COUNTY Project Manager or designee requires such work, additional compensation for this work shall be agreed upon by A/E and COUNTY Project Manager or designee prior to commencing any work. No extra work may be performed without written authorization. The appropriate fee and performance of such work shall be authorized in writing by the COUNTY Project Manager or designee, and shall not exceed amounts pursuant to the most recent Design and Construction Procurement Policy Manual.
2. In the event extra work is required, the schedule of fees previously submitted by the A/E in the proposal shall determine the basis of payment for extra work.

17. Work Products

All deliverables/work products prepared by A/E pursuant to the CTOs, including but not limited to reports, working documents, original drawings, designs, specifications, exhibits, and notes, shall be the property of the COUNTY and shall be delivered to the COUNTY Project Manager or designee at its request any time during the term of the CONTRACT.

18. Location of Services

All services will be performed at a location to be determined by COUNTY Project Manager or designee. When available, COUNTY Project Manager or designee will provide office space, a computer and services to carry out A/E required services. A/E will provide for their own transportation with associated costs, any field computers, cellular phones, and/or any other equipment as desired and needed to perform the work; these and all other additional costs shall be considered included in the overhead component of the A/E's hourly rates, unless specifically agreed to in writing on the applicable CTO.

19. Progress Report and Schedule

A/E shall submit a progress report and schedule update for each CTO on a weekly basis or frequency as required by COUNTY Project Manager or designee. A weekly project progress meeting may be required and will not be a substitute for the progress report and written schedule update.

20. Project Examples

The purpose of this section is to identify common COUNTY projects for support services:

- a. Tenant Office Improvement, Regional Park Facilities Refurbishment, Building Exterior Repair, ADA Compliance and Improvement, Various Roof Systems, Existing Building MEP Systems.

EXHIBIT B

PAYMENT PROVISIONS

1. COMPENSATION

This is a fixed-fee CONTRACT between COUNTY and A/E Services for On- Call Contract Administration – Project Management (Capital Projects) Support Services, as set forth in Exhibit A, “Scope of Work”.

A/E agrees to accept the specified compensation as set forth in this CONTRACT as full remuneration for performing all services and furnishing all staffing, labor, vehicles, equipment, tools, materials, overhead, travel, etc. required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by A/E of all its duties and obligations hereunder. A/E shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. COUNTY shall have no obligation to pay any sum in excess of the Total CONTRACT Amount specified herein below unless authorized by amendment in accordance with Sections 6.3 of the COUNTY CONTRACT Terms and Conditions.

2. PRICING

Payment shall be made in accordance with the provisions of this CONTRACT. Partial progress payments may be allowed at the discretion of the COUNTY Project Manager. Payment shall be as follows:

Classification Rates

JEFF OVIEDO ASSOCIATES, INC.	
Classification Titles	Hourly Rate
Project Executive/Project Director	\$175.00
Senior Project Manager	\$159.00
Project Manager	\$147.00
Junior/Assistant Project Manager	\$82.00
Construction Manager	\$156.00
Estimator	\$130.00
Scheduler	\$170.00
Construction Reviewer	\$140.00
Admin Support/Doc. Control	\$76.00

3. PRICE INCREASES/DECREASES

No price increases will be permitted during the term of this CONTRACT. All price decreases will automatically be extended to COUNTY.

4. FIRM DISCOUNT AND PRICING STRUCTURE

A/E guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. A/E agrees that no price increases shall be passed along to COUNTY during the term of this CONTRACT not otherwise specified and provided for within this CONTRACT.

5. A/E'S EXPENSE

A/E will be responsible for all costs related to photo copying, telephone communications and fax communications while on COUNTY sites during the performance of work and services under this CONTRACT.

6. REIMBURSABLE ITEMS

Reimbursable items are items that are not included in the Scope of Work but necessary for completion of the work and must be authorized in advance by the COUNTY Project Manager. A/E may be entitled to reimbursement for the following, upon prior approval by COUNTY:

- a. The actual costs of special equipment to be rented, leased or purchased by A/E for use exclusively in the performance of the Scope of Services, to the extent such rental, lease, purchase and costs have been approved in writing by the COUNTY Project Manager.
- b. Printing expenses paid to outside contractors; to the extent such contractors and reproduction rates have been approved by the COUNTY Project Manager.
- c. Other actual costs and/or payments specifically approved and authorized in writing by the COUNTY Project Manager and actually incurred by A/E in performance of this CONTRACT.
- d. Construction field office lease and appurtenances.
- e. Travel costs shall only be reimbursed at the Internal Revenue Service standard mileage rate set for the respective year in which work will be completed and if approved in advance in writing by COUNTY Project Manager and are subject to the following restrictions:
 - i. Reimbursement of mileage for the business use of a personal vehicle during the conduct of business within the Scope of Services of this CONTRACT shall be based on the Internal Revenue Service Standard Mileage Rate in effect at the time. Mileage between

the A/E's "Home Based" office location and Riverside County Sheriff location, as well as mileage within Riverside County Sheriff property will not be reimbursed.

- ii. Cost of "Home Based" Xerox copies, faxes, and other supplies and materials associated with them will not be reimbursed.
- iii. Cost of cellular phones, cell phone usage plans and usage minutes, and other mobile communication devices will not be reimbursed.

All reimbursable expenses must be itemized on A/E invoice(s) and documented with receipts. Receipts for reimbursable expenses must be submitted with all A/E invoices. Invoices for reimbursable expenses without back-up receipts will not be paid. A/E is responsible for submitting reimbursable invoices in a format that is acceptable to the COUNTY. Reimbursable items shall be charged at cost. Any third-party or subcontractor services shall also be charged at cost; no mark-ups will be allowed.

ATTACHMENT A

CTO No.: _____

CONTRACT TASK ORDER
CONTRACT ADMINISTRATOR - PROJECT MANAGEMENT SERVICES

Except as otherwise expressly provided herein, the Consultant hereby agrees to perform the work described below in accordance with all of the terms and conditions of the Agreement referenced below in Item 2. The Consultant shall furnish the necessary facilities, professional, technical and supporting personnel required by this Contract Task Order (CTO) as described below:

CTO Budgeted In: Fund _____ Agency _____ Org _____ Acty _____ Object _____ Job _____	
Cost of these services will be cost applied to: _____	
If not completed, RDMD/Purchasing will not process	CTO Initiator _____

- 1. Consultant: _____
- 2. Price Agreement: _____
- 3. Project: _____
- 4. CTO Issue Date: _____
- 5. Project No.: _____
- 6. CTO County Administrator: _____ Agency: _____
 Telephone _____ FAX: _____
- 7. Scope of Work/Description: _____
- 8. Official Notices:
 COUNTY: _____
 CA-PM: _____
- 9. Progress payments shall be sent to: _____
- 10. Period of Performance: Start: _____ Completion: _____
 Work Station Location: _____

11. Deliverables:	Description	Required Date	No. of Copies

12. Pricing:	Dollar Amount
	\$ _____
Consultants:	\$ _____
	\$ _____

TOTAL CONTRACT TASK ORDER VALUE NOT TO EXCEED: \$ _____

Reviewed by RDMD/A&E: _____ Date: _____	
<p align="center">Hereby acknowledges receipt and Acceptance of this Contract Task Order</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p align="center">COUNTY OF ORANGE</p> <p>Approved:</p> <p>By: _____ Date: _____</p> <p>Title: _____</p> <p>By: _____ Date: _____</p> <p>Title: _____</p>

CTO Revision date 04/18/2006

RIVERSIDE COUNTY SHERIFF'S DEPARTMENT
PROJECT MANAGEMENT OFFICE

CONTRACT TASK ORDER (CTO) SCOPE STATEMENT

**"ON-CALL" ARCHITECT/ENGINEER (A/E)
TYPE OF SERVICES**

For Provision of "On-call" Architect/Engineer (A/E) for A/E FIRM NAME by A/E to Riverside Sheriff's Department's Project Management Office (County)

Contract Task Order (CTO) No.: TBD

Contract No.: TBD

Project Title: TBD

Project No.: TBD

RSO PMO Project Manager: TBD

Phone No.: TBD

I. PROJECT DESCRIPTION

Describes the area or site of the project and the reason for the project.

II. DESCRIPTION OF TASKS

Task 1 - INSERT TITLE OF TASK HERE (EXAMPLE: SCHEMATIC DESIGN)

Provide a description of the task. Be descriptive when outlining the task. Be sure to include the key points, highlights and all relevant aspects for the task.

Note: Describe deviations that do not fit under the Deliverable, Schedule, and Fee subsections of this task. If nothing is required in this subsection, mark as "N/A".

Deliverable: List the tangible end product(s) to be produced from this Task to RSO PMO.

Schedule: List the date(s) the deliverable(s) will be delivered to RSO PMO.

Fee: List the fee for this Task.

Task 2 – INSERT TITLE OF TASK HERE (EXAMPLE: DESIGN DEVELOPMENT)

Provide a description of the task. Be descriptive when outlining the task. Be sure to include the key points, highlights and all relevant aspects for the task.

Note: Describe deviations that do not fit under the Deliverable, Schedule, and Fee subsections of this task. If nothing is required in this subsection, mark as "N/A".

Deliverable: List the tangible end product(s) to be produced from this Task to RSO PMO.

Schedule: List the date(s) the deliverable(s) will be delivered to RSO PMO.

Fee: List the fee for this Task.

Task 3 – INSERT TITLE OF TASK HERE (EXAMPLE: CONSTRUCTION DOCUMENTS)

Provide a description of the task. Be descriptive when outlining the task. Be sure to include the key points, highlights and all relevant aspects for the task.

Note: Describe deviations that do not fit under the Deliverable, Schedule, and Fee subsections of this task. If nothing is required in this subsection, mark as "N/A".

Deliverable: List the tangible end product(s) to be produced from this Task to RSO PMO.

Schedule: List the date(s) the deliverable(s) will be delivered to RSO PMO.

Fee: List the fee for this Task.

Task 4 – INSERT TITLE OF TASK HERE (EXAMPLE: CONSTRUCTION OBSERVATION)

Provide a description of the task. Be descriptive when outlining the task. Be sure to include the key points, highlights and all relevant aspects for the task.

Note: Describe deviations that do not fit under the Deliverable, Schedule, and Fee subsections of this task. If nothing is required in this subsection, mark as "N/A".

Deliverable: List the tangible end product(s) to be produced from this Task to RSO PMO.

Schedule: List the date(s) the deliverable(s) will be delivered to RSO PMO.

Fee: List the fee for this Task.

Task 5 – INSERT TITLE OF TASK HERE (EXAMPLE: RECORD DRAWINGS)

Provide a description of the task. Be descriptive when outlining the task. Be sure to include the key points, highlights and all relevant aspects for the task.

Note: Describe deviations that do not fit under the Deliverable, Schedule, and Fee subsections of this task. If nothing is required in this subsection, mark as "N/A".

Deliverable: List the tangible end product(s) to be produced from this Task to RSO PMO.

Schedule: List the date(s) the deliverable(s) will be delivered to RSO PMO.

Fee: List the fee for this Task.

III. PERIOD OF PERFORMANCE

Work under this task order shall begin on the date of signature by COUNTY, below, and be completed and delivered within (# of days or weeks to complete work) from that date.

IV. REIMBURSABLES

Describe the guidelines for reimbursement, including, the total amount of reimbursement and items allowed/excluded for reimbursement.

Itemize all the possible reimbursables for this project.

(See Attachment A - Scope of Work, Part I, D - Reimbursable Items of Work)

Total Reimbursable Items Cost (Not to Exceed): List the fee for Reimbursable Items

As part of the reimbursable items, A/E shall provide printing and reproduction for the followings:

- A. Schematics 3 Sets of plans to RSO PMO for distribution

- B. Design Development 3 Sets of plans, outline specifications and cost estimates
- C. Construction Documents 3 Sets of plans
3 Sets of structural, mechanical and electrical calculations
- D. Final Submittal 3 Sets of plans
3 Sets of structural, mechanical and electrical calculations
- E. Bid Documents 1 Sets of original drawings (electronic format)
1 Sets of original specifications (electronic format)

G. Additionally, one (1) additional set shall be provided per each distribution as checked:

- Fire
- Health Care Agency
- Correctional Standards Authority
- Tele/Com. Services
- User
- No additional sets for Part G are required

V. ITEMS PROVIDED BY CONSULTANT

List all the tangible and intangible items provided by the consultant for completion of the project. This may include Survey Crews, Project Schedules, Meeting Agendas, Meeting Notes, Action Item Matrices, etc.

VI. ITEMS PROVIDED BY RSO PMO

List all the tangible and intangible items provided by RSO PMO. This may include access to project site, easement/encumbrance maps, record drawings, etc.

VII. MEETINGS & COMMUNICATION

Meetings:

Describe how meetings will be conducted including agendas and meeting minutes.

Communications:

Describe the communications plan for the project and who will be responsible for its creation.

VIII ATTACHMENTS

List all attachments here. This may include Schedule of Fees, Project Schedule, Aerial Photograph, Site Plan, etc.

IX NOTICE TO PROCEED

At no time, shall A/E proceed with any item of work on a new project prior to receiving a Notice to Proceed (NTP) letter, signed by the COUNTY or his designee. The NTP letter will have attached this original project-specific CTO, fully executed by the A/E Responsible Charge and the COUNTY.

X A/E COMPENSATION

A. Compensation to A/E for all services authorized on this CTO by COUNTY under Contract shall be based upon:

- Time and materials charges per Attachment B - A/E Fee Schedule.
- and/or
- The List of Deliverables specified and approved in this CTO, provided that the compensation in the List of Deliverables does not exceed the compensation listed in Attachment B - A/E Fee Schedule.

B. The total amount payable by the COUNTY under this CTO, shall not exceed \$ **TBD**.

XI ADDITIONAL WORK

If A/E finds that additional work or time is necessary, which is not included and is not authorized under this CTO, A/E must stop work immediately. A/E is required to submit a written description, justification of need, and cost estimate to COUNTY. A/E must receive written authorization and direction from COUNTY before proceeding with any such additional work. If A/E proceeds with the additional work prior to receiving written authorization from COUNTY, retroactive approval cannot be granted and A/E will not be paid for the unauthorized additional work.

XII SIGNATURES

IN WITNESS WHEREOF, this CTO has been executed under the provisions of CONTRACT between the County of Riverside and/or the Riverside County Sheriff-Coroner Department, as applicable, and A/E. By signature below, the parties hereto agree that all terms and conditions of this CTO and Contract shall be in full force and effect.

COUNTY

By: _____

Signature

Insert Name & Title Here

RSO PMO Project Manager

Insert Date

Date

ARCHITECT/ENGINEER

By: _____

Signature

Insert Name & Title Here

Principal, A/E Project Manager

Insert Date

Date

By: _____

Signature

Insert Name Here

Director, Project Management Office

Insert Date

Date

ATTACHMENT B

Security Checks

**“Soft Checks” & Level 1 Background checks,
Standard Operating Procedure.**

The Riverside County Sheriff's Department prides itself on the Safety and Security of ALL facilities. As such, the Project Management Office has developed this procedure for all persons needing to conduct business on ANY county property to have at least one of the above listed security measures completed. The steps needing to be taken are as follows:

**SOFT CHECKS
(Escorted)**

- 1- Determine the individual(s) that you will be assigning to work or supervise and need access on or into the Sheriff's facility.
- 2- Create a list of all desired personnel and collect from each (at a minimum) their driver's license number, their date of birth, and a photo ID to validate the information is correct. The easiest way is to scan their Driver's license or Identification card (no matter the state) and forward the completed list to the Project Manager assigned to the project.
- 3- This list shall be sent via email no later than **5 business days** prior to the work being performed or the employee needing access on or into an RCSD facility or jobsite. If the list is not received by the Project Management Office at least **5 business days** prior, the job may be delayed, and the requestor held responsible.
- 4- Once submitted, the “Soft Check” will be conducted by the assigned Deputy. Once completed, an email response indicating all persons eligible or ineligible to work on or within any Riverside County Sheriff's property.
- 5- This “Soft Check” will be valid for one calendar year from the original request date. If the employee is still employed and needing security clearance after the “1 year” mark, the Requestor must resubmit their information for another “Soft Check” clearance.
- 6- In the event the “Soft Check” eliminates a person's ability to work, the requestor will be notified immediately. No further information regarding eligibility will be given the requestor at any time.
- 7- In the event, a “Change of personnel” occurs last minute, so a project is not delayed, the requestor may submit an urgent request to the Project Manager. This request MUST be warranted and

necessary. The email MUST contain the following phrase; ***URGENT REQUEST NOTIFICATION***.

- **NOTE:** This "Soft Check" clearance check is the lowest form of clearance request available. It does NOT give any person(s) the ability to be on or in ANY facility unescorted.

**Level 1 Background Clearances
(supervisors, foreman)
(Extensive)**

- 1- Determine the need for the Level 1 clearance. Ensure the individuals requesting such clearance, have no "unforeseen" issue that may hinder passing a modified background check. Must have had a "soft check" prior to submitting an application.
- 2- Submit the Level 1 background application to the Project Manager assigned to your project. (see attached) You may acquire an application from the Project Manager once the "soft check" has been completed.
- 3- Ensure all requested documentation is submitted with the application. (Follow instructions listed on app)
- 4- The Project manager will forward the application to the clerical department of PMO that it may be logged and verified.
- 5- The PMO clerical staff will process then forward the application to the Riverside County Sheriff's Department Personnel unit for the background investigation.
- 6- The background investigator assigned to the background will contact the individual requesting the clearance when the need arises.
- 7- The requestor will need to help facilitate the willingness of the person mentioned in the application so that the background can be completed in a timely manner.
- 8- Once the investigation is completed, the PMO clerical staff, the requestor, and the individual will be notified (by mail) on the candidate's approval or denial.
- 9- Please **DO NOT** contact the personnel bureau unless they have contacted you or the candidate. **ALL** communications **SHALL** be done through the Project Manager.

- **NOTE:** Prior to submitting the application, please **MAKE SURE** the candidate is willing to have a background investigation done so the background investigator isn't having to "chase" the candidate being investigated.
- **** Note:** This is a time-consuming process. Please allow 6-8 weeks for the Level 1 background investigation to be completed.



**RIVERSIDE COUNTY SHERIFF'S
DEPARTMENT
PERSONNEL BUREAU**

Personnel Notification Form

Facility/Station requesting background: _____

Other Facilities applicant needs access to: _____

Applicant Information

Name _____

First

Middle

Last

DOB _____

SSN# _____

Gender: _____

Race: _____

CDL# _____

Work / Day Number: _____

Cell Phone Number: _____

Home Address: _____

Email Address: _____

Position: _____

Job Description: _____

Program/Department involved with: _____

Terminal Access required:

Yes No Access to a Computer

Current County Employee:

Yes No

County Department/Agency: _____

New County Applicant:

Yes No

Facility/Station

Contact Person: _____

Phone Number: _____

Email Address: _____

PNF rev 061215

Date Packet Given to Applicant: _____

FOR SHERIFF'S PERSONNEL USE ONLY

Date request received: _____

Person Receiving Request: _____

Background Assigned to Investigator: _____

Date Background Assigned: _____

Date Background Given to Personnel Commander: _____

Date Background Given/Returned from Chief: _____

Access Approved

Access Denied

Applicant Disqualified

Access Suspended

Date Facility Contact Person Notified of Status: _____

Date Human Resources Notified of Status: _____

Comments:

FST rev 061218