

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



**ITEM: 3.30
(ID # 20963)**

MEETING DATE:
Tuesday, February 07, 2023

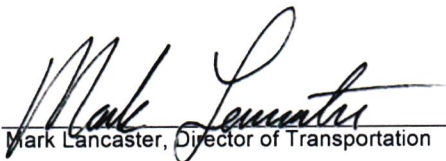
FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
On Call Services Agreement for CADD Configuration Services with Zen Engineering, Inc., All Districts. [\$400,000 Total Cost - Local Transportation Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the On-Call Services Agreement for CADD Configuration Services between County of Riverside Transportation Department and Zen Engineering, Inc. (Contract No. 23-01-001) in the amount not to exceed \$400,000 through June 30, 2028, and authorize the Chairman of the Board to execute the same.

ACTION:Policy



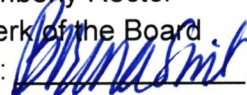
Mark Lancaster, Director of Transportation

1/13/2023

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 Gutierrez
Nays: None
Absent: None
Date: February 7, 2023
xc: Trans.

Kimberly Rector
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 100,000	\$ 100,000	\$ 400,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Local Transportation Funds (100%). There are no General Funds used for this project.			Budget Adjustment: No	
			For Fiscal Year: 22/23 – 27/28	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside Transportation Department (Transportation Department) requires outside CADD Configuration Support Services to migrate current computer aided design software to the latest Bentley design software and train existing users. The Transportation Department uses Bentley software to deliver road improvement projects identified and funded in the Transportation Improvement Program (TIP) and to meet the demands of the development community. The Transportation Departments migration to the latest software would help streamline project delivery by leveraging more advanced modeling and drafting software features and streamline current workflows.

The Transportation Department issued a Request for Qualification (RFQ) in compliance with the California Department of Transportation (Caltrans) Local Assistance Procedures Manual. The advertisement for the RFQ was published in several local newspapers and provided for a three-week advertisement period, one addendum was issued during the advertisement period, so the advertisement period was extended to four weeks. At the end of the advertisement period, the Transportation Department received written Statement of Qualifications (SOQ's) from interested firms. The SOQ's were then evaluated by Transportation Department staff.

Zen Engineering, Inc. of Glendale, California was selected as the top ranked firm to provide services on an "as-needed" basis, estimated at a not to exceed amount of \$400,000 for a period of five years. The contract and rates for services were developed through negotiations between Zen Engineering, Inc. and the Transportation Department.

Impact on Residents and Businesses

This On-Call contract will allow the Transportation Department to train and migrate staff to the latest drafting and design software necessary to deliver critical TIP projects and to meet the demands of the development community.

Additional Fiscal Information

All associated contract costs will be funded using Local Transportation Funds. No General Funds will be used for this contract.

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

The Contract will cover a five-year period between FY 22/23 through 27/28 and will not exceed \$400,000 in total cost.

Contract History and Price Reasonableness

The Transportation Department has negotiated billing rates with Zen Engineering, Inc. and they are within range of acceptable industry practice for software configuration services.

ATTACHMENTS:

On-Call CADD Configuration Services Agreement



Jason Farin, Principal Management Analyst

2/1/2023



Kristine Bell-Valdez, Supervising Deputy County Counsel

1/31/2023

Contract No.: 23-01-001
Termination Date: June 30, 2028
Amount Authorized: \$400,000
State Funding: No

ON-CALL SERVICES AGREEMENT

for

CADD Configuration Services

between

County of Riverside • Transportation Department

and

Zen Engineering, Inc.



FEB 7 2023 3.30

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ATTACHMENTS

In the event that the terms in any of the Attachments conflicts with the terms as provided in the Agreement, the terms of the Agreement shall prevail.

Scope of Services A1
Schedule of Services B1
Compensation Plan C1

1 **ARTICLE I INTRODUCTION**

2 A. This On-Call Services Agreement ("Agreement") is entered into this _____ day of _____,
3 20_____, by and between COUNTY OF RIVERSIDE, a political subdivision of the State of California,
4 hereinafter referred to as "COUNTY", and ZEN ENGINEERING, INC., a California corporation, hereinafter
5 referred to as "CONSULTANT".

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

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

9 *Mark Ditko*

10 Located at:

11 *13759 Kinbrook St., Sylmar, CA 91342*

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

13 *Alfredo Martinez*

14 Located at:

15 *3525 14th Street, Riverside, CA 92501*

16 C. CONSULTANT shall perform:

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

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

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

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

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

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

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

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

4 **ARTICLE II CONSULTANT’S REPORTS OR MEETINGS**

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

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

12 **ARTICLE III STATEMENT OF WORK**

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

17 **ARTICLE IV PERFORMANCE PERIOD**

18 A. This contract shall go into effect upon execution and approval by COUNTY, and CONSULTANT shall
19 commence work after notification to proceed by COUNTY’S Contract Administrator. The contract shall end on
20 [June 30, 2028](#).

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

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

27 **ARTICLE V ALLOWABLE COSTS AND PAYMENTS**

28 A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANT’s Cost
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1 Proposal. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee.
2 These rates are not adjustable for the performance period set forth in this Contract.

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

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

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

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

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

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

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

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

J. The period of performance for Task Orders shall be in accordance with time frame specified in each Task Order.

K. The total amount payable by COUNTY for an individual Task Order shall not exceed the amount agreed to in the Task Order. Additional services or budget will require the issuance of a new Task Order.

L. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

M. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.

N. The total amount payable by COUNTY for all Task Orders resulting from this contract shall not exceed \$400,000.

O. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.

ARTICLE VI TERMINATION

A. COUNTY reserves the right to terminate this contract at any time without cause upon thirty (30) calendar days written notice to CONSULTANT.

B. COUNTY may terminate this contract with cause immediately upon written notice to CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided.

C. In the event of termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this contract with or without cause, COUNTY shall pay CONSULTANT the sum due to CONSULTANT under this contract up to the date of termination, unless the cost of completion to COUNTY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

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

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

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

ARTICLE VIII RETENTION OF RECORDS/AUDIT

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

ARTICLE IX AUDIT REVIEW PROCEDURES

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

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

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

12 **ARTICLE X SUBCONTRACTING**

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

ARTICLE XI EQUIPMENT PURCHASE

- A. Prior authorization in writing, by COUNTY’s Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT’s Compensation Plan and exceeding \$5,000 prior authorization by COUNTY’s Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT’s expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY.

ARTICLE XII STATE PREVAILING WAGE RATES

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

- A. CONSULTANT shall comply with the State of California’s General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the

1 Director of Industrial Relations.

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

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

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

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

10 **ARTICLE XIII CONFLICT OF INTEREST**

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

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

17 C. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid
18 on any construction contract, or on any contract to provide construction inspection for any construction project
19 resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through
20 joint-ownership, or otherwise.

21 D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no
22 subconsultant who has provided design services in connection with this contract shall be eligible to bid on any
23 construction contract, or on any contract to provide construction inspection for any construction project resulting
24 from this contract.

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

26 CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful
27 consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY
28 shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work
29

1 actually performed; to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback
2 or other unlawful consideration.

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

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

- 5 1. No state, federal or COUNTY appropriated funds have been paid, or will be paid by-or-on behalf of
- 6 CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state
- 7 or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of
- 8 the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection
- 9 with the awarding of any state or federal contract; the making of any state or federal grant; the making of
- 10 any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation,
- 11 renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- 12 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for
- 13 influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress;
- 14 an officer or employee of Congress, or an employee of a Member of Congress; in connection with this
- 15 federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit
- 16 Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

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

24 **ARTICLE XVI STATEMENT OF COMPLIANCE**

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

1 B. During the performance of this Contract, CONSULTANT and its subconsultants shall not unlawfully
2 discriminate, harass, or allow harassment against any employee or applicant for employment because of sex,
3 race, color, ancestry, religious, national origin, ethnic group identification, age, physical disability (including HIV
4 and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), genetic information, marital status,
5 or sexual orientation. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their
6 employees and applicants for employment are free from such discrimination and harassment. CONSULTANT
7 and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code
8 §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations,
9 Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission
10 implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the
11 California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if
12 set forth in full. CONSULTANT and its subconsultants shall give written notice of their obligations under this
13 clause to labor organizations with which they have a collective bargaining or other Agreement.

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

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

27 **ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION**

28 A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws
29

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

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

ARTICLE XVIII FUNDING REQUIREMENTS

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

ARTICLE XIX CHANGE IN TERMS

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

1 B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and
2 notification to proceed has been provided by COUNTY's Contract Administrator.

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

6 **ARTICLE XX CONTINGENT FEE**

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

14 **ARTICLE XXI DISPUTES**

15 A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of
16 by agreement shall be decided by a committee consisting of COUNTY's Contract Administrator and Department
17 Head, who may consider written or verbal information submitted by CONSULTANT.

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

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

23 **ARTICLE XXII INSPECTION OF WORK**

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

27 **ARTICLE XXIII SAFETY**

28 A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety
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1 equipment or procedures. CONSULTANT shall comply with safety instructions issued by COUNTY Safety
2 Officer and other COUNTY representatives.

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

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

9 **ARTICLE XXIV INDEMNIFICATION AND INSURANCE**

10 A. Basic Indemnity

11 1. To the fullest extent permitted by applicable law, CONSULTANT agrees to defend (through legal counsel
12 reasonably acceptable to COUNTY), indemnify, and hold harmless the County of Riverside, its Agencies,
13 Districts, Departments and Special Districts, Board of Supervisors, elected and appointed officials, and
14 each of their respective directors, members officers, employees, agents, volunteers and representatives
15 ("Indemnitees") and each of them from any and all Losses that arise out of or relate to any act or omission
16 constituting ordinary and not professional negligence (including, without limitation, negligent breach of
17 contract), recklessness, or willful misconduct on the part of CONSULTANT or its subconsultants or their
18 respective employees, agents, representatives, or independent contractors.

19 2. "Losses" shall mean any and all economic and non-economic losses, costs, liabilities, claims, damages,
20 actions, judgements, settlements and expenses, including, without limitation, full and actual attorney's fees
21 (including, without limitation, attorney's fees for trial and on appeal), expert and non-expert witness fees,
22 arbitrator and arbitration fees and mediator and mediation fees.

23 3. CONSULTANT further agrees to and shall indemnify and hold harmless the Indemnitees from all liability
24 arising from suits, claims, demands, actions, or proceedings made by agents, employees or subcontractors
25 of CONSULTANT for salary, wages, compensation, health benefits, insurance, retirement or any other
26 benefit not explicitly set forth in this contract and arising out of work performed for COUNTY pursuant to
27 this contract. The Indemnitees shall be entitled to the defense and indemnification provided for hereunder
28 regardless of whether the Loss is in part caused or contributed to by the acts or omissions of an Indemnitee
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1 or any other person or entity; provided however, that nothing contained herein shall be construed as
2 obligating CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not required under
3 the provisions of Paragraph B. below.

4 B. Indemnity for Design Professional Services

5 1. To the fullest extent permitted by Applicable Law, CONSULTANT agrees to defend (through legal counsel
6 reasonably acceptable to COUNTY), indemnify and hold harmless the Indemnitees, and each of them,
7 against any and all Losses that arise out of, pertain to, or relate to, any negligence, recklessness or willful
8 misconduct constituting professional negligence on the part of CONSULTANT or its Subconsultants, or
9 their respective employees, agents, representatives, or independent contractors. The Indemnitees shall
10 be entitled to the defense, and indemnification provided for hereunder regardless of whether the Loss is, in
11 part, caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity;
12 provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to
13 indemnify and hold harmless any Indemnitee to the extent not required under the provisions of this section.
14 CONSULTANT shall defend and pay, all costs and fees, including but not limited to attorney fees, cost of
15 investigation, and defense, in any loss, suits, claims, demands, actions, or proceedings to the extent and
16 in proportion to the percentage, such costs and fees arise out of, pertain to, or relate to the negligence,
17 recklessness or willful misconduct of CONSULTANT arising out of or from the performance of professional
18 design services under this Agreement. The duty to defend applies to any alleged or actual negligence,
19 recklessness, willful misconduct of CONSULTANT. The cost for defense shall apply whether or not
20 CONSULTANT is a party to the lawsuit and shall apply whether or not CONSULTANT is directly liable to
21 the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively
22 negligent, but only in proportion to the percentage of fault or negligence of CONSULTANT.

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

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

- 4. CONSULTANT's indemnification obligations under this Agreement shall not be limited by the amount or type of damages, compensation or benefits payable under any policy of insurance, workers' compensation acts, disability benefit acts or other employee benefit acts.
- 5. The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and consultant costs in pursuing or enforcing their right to defense and/or indemnification under this Agreement.

C. INSURANCE

Without limiting or diminishing the CONSULTANT'S obligation to indemnify or hold the COUNTY harmless, CONSULTANT 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.

1. Workers' Compensation:

If the CONSULTANT has employees as defined by the State of California, the CONSULTANT 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.

2. 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 CONSULTANT'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

3. Vehicle Liability:

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If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONSULTANT 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.

4. Professional Liability

CONSULTANT shall maintain Professional Liability Insurance providing coverage for the CONSULTANT's performance of work included within this Agreement, with a limit of liability of not less then \$1,000,000 per occurrence and \$1,000,000 annual aggregate. If CONSULTANT'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 CONSULTANT 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 CONSULTANT 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.

5. General Insurance Provisions - All lines:

- a. 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.
- b. The CONSULTANT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$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 Country's Risk Manager, CONSULTANT'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.

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- c. CONSULTANT shall cause CONSULTANT'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. CONSULTANT 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 to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- d. It is understood and agreed to by the parties hereto that the CONSULTANT'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.
- e. 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 CONSULTANT has become inadequate.
- f. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subconsultants

1 working under this Agreement.

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

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

6 **ARTICLE XXV OWNERSHIP OF DATA**

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

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

14 C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or
15 misuse by COUNTY of the machine-readable information and data provided by CONSULTANT under this
16 contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with
17 any use by COUNTY of project documentation on other projects, for additions to a project, or for the completion
18 of a project by others, except only such use as may be authorized in writing by CONSULTANT.

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

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

24 **ARTICLE XXVI CLAIMS FILED BY COUNTY’S CONSTRUCTION CONTRACTOR**

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

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

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

9 **ARTICLE XXVII CONFIDENTIALITY OF DATA**

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

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

16 C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or COUNTY's
17 actions on the same, except to COUNTY's staff, CONSULTANT's own personnel involved in the performance
18 of this contract, at public hearings or in response to questions from a Legislative committee.

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

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

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

25 **ARTICLE XXVIII NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

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

3 **ARTICLE XXIX LEGAL COMPLIANCE**

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

8 **ARTICLE XXX EVALUATION OF CONSULTANT**

9 CONSULTANT's performance may be evaluated by COUNTY. A copy of the evaluation will be sent to
10 CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract
11 record. Preparation or processing of a performance evaluation shall not affect the contract end date as defined in
12 "ARTICLE IV PERFORMANCE PERIOD".

13 **ARTICLE XXXI RETENTION OF FUNDS**

14 A. Intentionally Omitted.

15 **ARTICLE XXXII NOTIFICATION**

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

20 **ARTICLE XXXIII CONTRACT**

21 The two parties to this contract, who are the before named CONSULTANT and the before named COUNTY, hereby
22 agree that this contract constitutes the entire agreement. This Agreement may be executed in any number of
23 counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party
24 to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements
25 of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for
26 executing this Agreement. The parties further agree that the electronic signatures of the parties included in this
27 Agreement are intended to authenticate this writing and to have the same force and effect as manual
28 signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated
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1 with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant
2 to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions
3 and contracts among parties in California, including a government agency. Digital signature means an electronic
4 identifier, created by computer, intended by the party using it to have the same force and effect as the use of a
5 manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature
6 is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Both of these
7 parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each
8 agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the
9 signatures below.

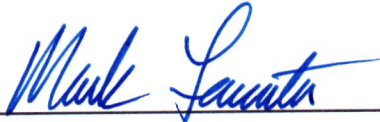
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ARTICLE XXXIV APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

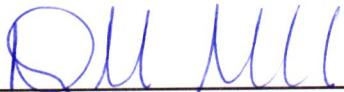


MARK LANCASTER

Director of Transportation

APPROVED AS TO FORM:

County Counsel



By Deputy

APPROVAL BY THE BOARD OF SUPERVISORS




KEVIN JEFFRIES

PRINTED NAME

Chair, Riverside County Board of Supervisors

ATTEST:

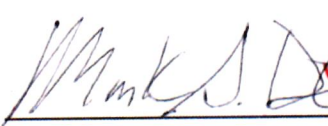


KIMBERLY RECTOR

Clerk of the Board (SEAL)

CONSULTANT Approvals

CONSULTANT:



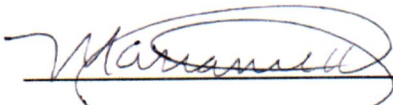
Mark Shawn Ditko

Printed Name

CEO

TITLE

CONSULTANT:



Marianne Lee Ditko

Printed Name

CFO

TITLE



ATTACHMENT A • SCOPE OF SERVICES

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ARTICLE AI • INTRODUCTION

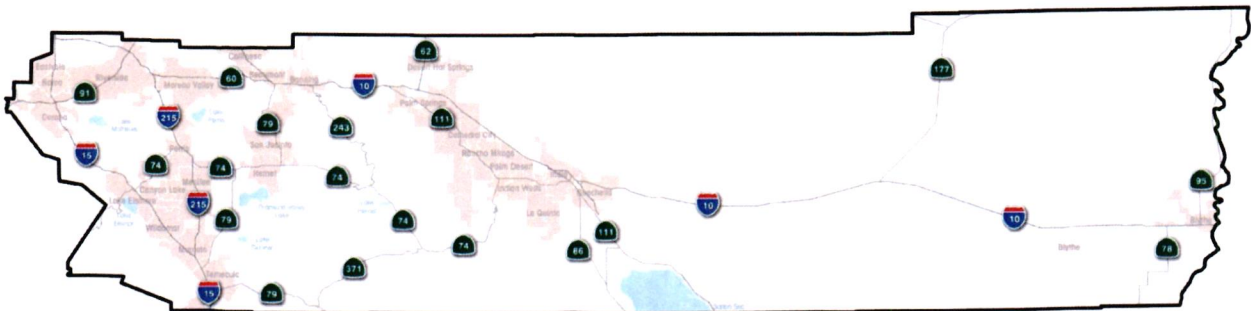
A. DESCRIPTION

Services provided under this contract will be performed on an on-call basis to the Riverside County Transportation Department for CADD Configuration related WORK ASSIGNMENTS located throughout Riverside County. Work may require visiting various County offices to meet and discuss existing County Workflows.

B. LOCATION

On-call Assignments may require visiting various Transportation offices generally located in western Riverside County.

Map of the County of Riverside



C. COORDINATION

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

- Relevant Cities
- Caltrans

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

D. STANDARDS

The CADD configuration shall be prepared in accordance with current State Department of Transportation (CALTRANS) policies, procedures, manuals and standards as modified by County Standards and Practices as appropriate.

E. QUALITY CONTROL

1. CONSULTANT shall implement and maintain the following quality control procedures during the preparation of the standards and documents relating to this Contract. CONSULTANT shall have a

quality control plan in effect during the entire time services are being performed under this Agreement. The plan shall establish a process whereby any comments received on submittals are addressed and back-checked, and all job related correspondence and memoranda routed and received by affected persons and then bound in appropriate job files. Evidence that the quality control plan is functional may be requested by the COUNTY Contract Administrator. All plans, documents, and other items submitted to the COUNTY Contract Administrator for review shall be marked clearly as being fully checked and that the preparation of the material followed the quality control plan established for the work.

2. CONSULTANT has total responsibility for the accuracy and completeness of all data and reports prepared for this Contract and shall check all such material accordingly. COUNTY will review all work product deliverables. The responsibility for accuracy and completeness of such items remains solely that of CONSULTANT. Neither COUNTY'S review nor approval shall give rise to any liability or responsibility on the part of COUNTY, or waive any of COUNTY'S rights, or relieve CONSULTANT of its professional responsibilities or obligations under this Agreement.
3. The documents furnished in accordance with the Scope of Services shall meet the criteria for acceptance and be a product of neat appearance, well organized, technically and grammatically correct, checked and having the preparer and checker identified. The minimum standard of appearance, organization and contents shall be of similar types produced by COUNTY and AGENCIES. If any work product submitted is not complete and ready for use by COUNTY, it shall be marked "Draft" or similar designation to indicate it is not ready for use by COUNTY. COUNTY expects that all work product not so designated is ready for and can be used as a final product.

F. KEY PERSONNEL

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

Assignment	Key Personnel
Project Manager	Mark Ditko

MicroStation Configuration Lead [Charlie Terrazas](#)

OpenRoads Configuration Lead [Joe Muni](#)

G. COUNTY RESPONSIBILITIES

The following includes tasks to be completed by the COUNTY:

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

ARTICLE AII • CONTRACT ADMINISTRATION

A. CONTRACT MANAGEMENT

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

B. COST ACCOUNTING

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

C. SCHEDULING

Schedules will be prepared for each specific Task Order.

ARTICLE AIII • SERVICES TO BE PROVIDED/SCOPE OF WORK

The scope of work for this contract is to provide on-call services to the Riverside County Transportation Department for Computer Aided Design and Drafting Services. Services will be performed at the request of the COUNTY's Contract Administrator. CONSULTANT and COUNTY shall negotiate and establish a cost estimate that is consistent with the services listed below and the CONSULTANT's billing rates as provided in Attachment C. Each Task Order shall be memorialized in writing and approved by the Director of Transportation and by the CONSULTANT's Contract Manager or authorized designees. The sum of the Task Orders cost estimates authorized in each year shall not exceed the maximum allowable cost. The CONSULTANT may be required to provide on-call services that include but are not limited to the following:

A. DESIGN AND SURVEY TASKS

I. Analysis of COUNTY's use of existing Bentley V8i software

- a. Consisting of interviews with COUNTY staff related to their current use of MicroStation V8i (Select Series 3) and various versions of InRoads V8i (Select Series 2)
- b. CONSULTANT will then provide recommendations and establish a more defined scope of work, timeline, and deliverables for migration to Bentley Connect software

II. Perform Configurations

- a. Conversion of current resource files, configuration files or other files necessary for use in Bentley Connect environment
- b. Conversion of V8i Projects, Interfaces, Workspaces, and Users to the Bentley Connect equivalents

III. Documentation

- a. Develop and document training manuals for Survey Users and Engineering Users; separate manuals are expected
- b. Establish a written workflow/procedure for projects to be converted from V8i to Connect
- c. Establish a written workflow/procedure for the COUNTY's use of Connect products and recommended modifications established in Item I.
- d. Any other documentation that may be relevant for COUNTY staff to modify configuration and maintain Connect products

IV. Training

- a. Train existing MicroStation V8i users to an intermediate level in MicroStation Connect (Approx. 50 users)
- b. Train Survey staff in items applicable to their workflows/procedures to create and modify projects using Bentley OpenRoads (Approx. 30 users)
- c. Train Design staff in items applicable to their workflows/procedures to create and modify projects using Bentley OpenRoads (Approx. 20 users)

- d. Training of up to three CADD Manager/Administrators for advanced configuration in MicroStation and OpenRoads
- V. Support
- a. Continuation of any items listed in Items I – IV on as-needed basis or other items as applicable

ATTACHMENT B • SCHEDULE OF SERVICES

ARTICLE BI • INTRODUCTION

CONSULTANT shall perform the covenants set forth in Attachment A, Scope of Services in accordance with the performance requirements of Article IV and with the following Schedule of Services. This AGREEMENT shall permit the issuance of Task Orders until [June 30, 2028](#). All services authorized by Task Orders shall be completed within two (2) years of the final authorized date for approving Task Orders. All Task Order services authorized in this Contract shall therefore be completed no later than [June 30, 2030](#).

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

ARTICLE BII • PERFORMANCE REQUIREMENTS

A. SUBMITTALS

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

B. TIME EXTENSIONS

1. Any delay in providing services required by this AGREEMENT occasioned by causes beyond the control and not due to the fault or negligence of CONSULTANT, shall be the reason for granting an extension of time for the completion of the aforesaid work. When such delay occurs, CONSULTANT shall promptly notify COUNTY in writing of the cause and of the extent of the delay whereupon COUNTY shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the work when, in COUNTY's judgment, their findings of fact justify such an extension of time.
2. COUNTY's findings of fact shall be final and conclusive to the parties hereto. However, this is not intended to deny CONSULTANT of any available civil legal remedies in the event of a dispute

C. FINAL ACCEPTANCE

When COUNTY determines that CONSULTANT has satisfactorily completed the services, COUNTY may give CONSULTANT a written Notice of Final Acceptance. CONSULTANT shall not incur any further costs hereunder unless so specified in the Notice of Final Acceptance. No payment will be made for any work performed after the contract end date as provided in ARTICLE IV PERFORMANCE PERIOD unless extended

by amendment regardless if a Notice of Final Acceptance has been issued or not. The final invoice shall be submitted within 60 calendar days after completion of CONSULTANT's work as required by ARTICLE V ALLOWABLE COSTS AND PAYMENTS. CONSULTANT may request a Notice of Final Acceptance determination when, in its opinion, it has satisfactorily completed all covenants as stipulated in this contract.

ATTACHMENT C • COMPENSATION PLAN

ARTICLE CI • INTRODUCTION

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

ARTICLE CII • ELEMENTS OF COMPENSATION

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

A. DIRECT LABOR COSTS

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

B. OTHER DIRECT COSTS

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

C. OUTSIDE SERVICES

Outside services shall be paid in accordance with the negotiated cost proposal for each Task Order and in conformance with the COUNTY Consulting Services Manual invoicing procedures. Firms proposed to provide subconsulting services under this contract are listed below:

NA

ARTICLE CIII • INVOICING

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

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

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

ARTICLE CIV • PAYMENT

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

ARTICLE CV • COST PROPOSAL

The total amount of services to be performed under this contract shall not exceed \$400,000 unless approved in writing by the COUNTY.

ARTICLE CVI • BILLING RATES

Billing rates are subject to the following:

A. PREMIUM OVERTIME PREMIUM OVERTIME

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

B. BILLING RATES

Billing rates shown herein are not adjustable for the performance period set forth in this Agreement.

On-Call CADD Configuration Services

- Mark Ditko, Sr. Civil Software Consultant \$211.75
- Joe Muni, Sr. Civil Software Consultant \$211.75
- Karl Dauber, Sr. Civil Software Consultant \$211.75
- Charlie Terrazas, Sr. Civil Software Consultant, \$211.75
- Axel Jauregui, Sr. Civil Software Consultant, \$211.75
- Abe Arollo, Sr. Civil Software Consultant, \$211.75