

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



ITEM: 3.37
(ID # 23981)

MEETING DATE:
Tuesday, February 06, 2024

FROM : TLMA-PLANNING:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/PLANNING: Approve the Professional Service Agreement with Albert A. Webb Associates for Thermal and Cabazon Infrastructure Planning Services, without seeking competitive bids, through December 31, 2028; Districts 4 and 5. [\$327,100 Total Cost; up to \$32,700 in additional compensation - Unincorporated Communities Initiative (UCI) Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. **Approve** the Professional Service Agreement with Albert A. Webb Associates for Thermal and Cabazon Infrastructure Planning Services, without seeking competitive bids, for a total amount of \$327,100 in aggregate through December 31, 2028, and authorize the Chair of the Board to sign three (3) copies of the Agreement on behalf of the County;
2. **Direct** the Clerk of the Board to retain one (1) copy of the Agreement and return two (2) copies of the Agreement to Riverside County Transportation and Land Management Agency for distribution; and
3. **Authorize** the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: (a) sign amendments that make modifications to the scope of services that stay within the intent of the Agreement; and (b) sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total cost of the Agreement.

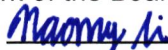
ACTION:Policy


John Hildebrand, Planning Director 1/11/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Spiegel 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 6, 2024
xc: Planning

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$167,400	\$159,700	\$327,100	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% Unincorporated Communities Initiative (UCI) Funds			Budget Adjustment: No	
			For Fiscal Year: 23/24 – 27/28	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Planning Department provides project management and processing of the County's land development cases and community plans, which is mission critical for the Planning Department. Case intake has been on a steady rise for the past year and the demand for the Planning Department's resources is growing. To meet this demand, the Planning Department proposes to augment its small in-house core staff with ongoing consultant resources, as needed.

The Planning Department is initiating individual community planning efforts throughout the County with the objective of proactively planning for future growth and preparing both the requisite General Plan Amendments (GPA) and the necessary California Environmental Quality Act (CEQA) studies for each Community Plan. A significant community outreach component is included to work closely with interested parties and affected stakeholders. Each Community Plan will be unique to the community it serves. Due to the unique nature of these efforts, the Planning Department has budgeted for and intends to secure the services of several consulting firms with experience in these types of planning efforts. Community planning is a complex, multi-year process that includes significant community outreach, land use analysis, a GPA, and necessary documentation for purposes of CEQA.

The request before the Board is for the approval of the Professional Service Agreement with Albert A. Webb Associates for Thermal and Cabazon Infrastructure Planning Services, for a total amount of \$327,100 in aggregate for five years through December 31, 2028, unless terminated earlier. In support of the community planning efforts to provide all services as outlined and specified in the submitted contract with a scope of services, and the prices stated in Exhibit B, Payment Provisions. Having a contract in place for up to December 31, 2028 will allow contractor availability to take on additional work as needed at a future date and provide services. Services will generally include assistance with preparation of community plans through technical analysis.

Impact on Residents and Businesses

There is no negative impact on the citizens or businesses in the County of Riverside. Working on Community Plans are a vital tool to proactively analyze areas that may experience future growth. With the loss of redevelopment, proactive community planning is one of the few tools left available to help properly plan for growth and promote economic development in future

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growth areas. Working closely with existing property owners and businesses and other stakeholders, they provide a tool to guide balanced development that: 1) looks holistically at the opportunities and constraints within the community, 2) identifies densities and land uses can be supported by existing and/or future planned infrastructure, 3) examines public services, infrastructure, and other amenities, and 4) can include early outreach to the local residents and businesses. Community Planning efforts can range from conceptual land use planning at the outset to eventually lead to general plan amendments and other tools such as consistency zoning to lower the cost of individual development and foster economic growth.

SUPPLEMENTAL:

Additional Fiscal Information

Maximum payment by the County to Albert A. Webb Associates shall not exceed a total amount of \$327,100 in aggregate for five years through December 31, 2028. No dollar amount of work is guaranteed. The contract amount is anticipated to be divided based on timing of each specific project as it progresses and availability of funding. Subsequent FY costs will be adjusted based on future approved budgets, and the work can be suspended at any time if funding is not available. The contracts include provisions for the County to terminate at any time.

Contract History and Price Reasonableness

The Department is requesting approval by accepting the proposal from Albert A. Webb Associates, as a Single Source Justification (24-171) as an option to procure these services due to their familiarity and expertise to assist the community planning efforts. The proposed agreement with Albert A. Webb Associates, will be in effect through December 31, 2028, unless terminated earlier. Contracting for the services allows the Department flexibility to ensure that the work is performed in an efficient and cost-effective manner over the duration of the contract. Purchasing and TLMA have reviewed the proposed hourly rates and they are comparable for such work in the industry. Albert A. Webb Associates, technical knowledge of this effort is significant and critical to the completion of the aforementioned work.

ATTACHMENTS:

ATTACHMENT A. Professional Service Agreement with Albert A. Webb Associates

ATTACHMENT B. Sole Source Procurement


Jason Farin, Principal Management Analyst 2/1/2024


Aaron Gettis, Deputy County Counsel 2/1/2024

PROFESSIONAL SERVICE AGREEMENT

for

THERMAL AND CABAZON INFRASTRUCTURE PLANNING SERVICES

between

COUNTY OF RIVERSIDE

and

ALBERT A. WEBB ASSOCIATES



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This Agreement is made and entered into this ____ day of _____, 2024, by and between ALBERT A. WEBB ASSOCIATES, a California corporation, (herein referred to as "CONTRACTOR") and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

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

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

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

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

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties (herein referred to as "Effective Date") and continues in effect through December 31, 2028, unless terminated earlier. CONTRACTOR shall commence performance upon Effective Date and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the COUNTY for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed three hundred twenty-seven thousand one hundred dollars (\$327,100) in aggregate, including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

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

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within ten (10) days from the last day of each DBF weekly cycle, 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:

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

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (TLARC-90657-00025-12/28); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. In the State of California, government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

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

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

5. Termination

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

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

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

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

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

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by

CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

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

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

6. Ownership/Use of Contract Materials and Products

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

7. Conduct of Contractor

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

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from

individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

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

8. Inspection of Service; Quality Control/Assurance

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

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

9. Independent Contractor/Employment Eligibility

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

a) ALBERT A. WEBB ASSOCIATES – DIR # 100006209

13. Use By Other Political Entities - Intentionally Omitted

14. Non-Discrimination

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and all other applicable laws or regulations.

15. Records and Documents

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

16. Confidentiality

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

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall

promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

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

18. Notices

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

COUNTY OF RIVERSIDE

Transportation and Land Management Agency
4080 Lemon Street, 14th Floor
Riverside, CA 92501
Attn: Procurement

CONTRACTOR

Albert A. Webb Associates
3788 McCray Street
Riverside, CA 92506
Attn: Scott R. Hildebrandt

19. Force Majeure

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

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within ten (10) days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders

and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

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

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

CONTRACTOR further agrees to and shall indemnify and hold harmless the Indemnitees from all liability arising from suits, claims, demands, actions, or proceedings made by agents, employees or subcontractors of CONTRACTOR for salary, wages, compensation, health benefits, insurance, retirement or any other benefit not explicitly set forth in this Agreement and arising out of work performed for COUNTY pursuant to this Agreement. The Indemnitees shall be entitled to the defense and indemnification provided for hereunder regardless of whether the Loss is in part caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating CONTRACTOR to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of Section 6.2, below.

21.2 Indemnity for Design Professional Services. To the fullest extent permitted by applicable law, CONTRACTOR agrees to defend (through legal counsel reasonably acceptable to COUNTY), indemnify and hold harmless the Indemnitees, and each of them, against any and all Losses

that arise out of, pertain to, or relate to, any negligence, recklessness or willful misconduct constituting professional negligence on the part of CONTRACTOR or its subcontractors, or their respective employees, agents, representatives, or independent contractors. The Indemnitees shall be entitled to the defense, and indemnification provided for hereunder regardless of whether the Loss is, in part, caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating CONTRACTOR to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of this section. CONTRACTOR shall defend and pay, all costs and fees, including but not limited to attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or proceedings to the extent and in proportion to the percentage, such costs and fees arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONTRACTOR arising out of or from the performance of professional design services under this Agreement. The duty to defend applies to any alleged or actual negligence, recklessness, willful misconduct of CONTRACTOR. The cost for defense shall apply whether or not CONTRACTOR is a party to the lawsuit, and shall apply whether or not CONTRACTOR is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively negligent, but only in proportion to the percentage of fault or negligence of CONTRACTOR.

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

CONTRACTOR agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this section from each and every subcontractor, of every tier.

CONTRACTOR'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.

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.

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 \$2,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

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

C. Vehicle Liability:

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

D. Professional Liability:

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

E. General Insurance Provisions - All lines:

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

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

3) CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or

reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

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

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

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

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

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

23. General

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

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

terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

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

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

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

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

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

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

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

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

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

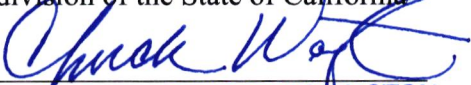
23.12 This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed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

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

[Signature Page Follows]


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: 
Chair, **CHUCK WASHINGTON**
Board of Supervisors

Dated: 2/06/2024

ALBERT A. WEBB ASSOCIATES, a California corporation

By: 
Scott Hildebrandt (Feb 1, 2024 10:14 PST)
Scott R. Hildebrandt
Account Manager

Dated: 2/1/2024

ATTEST:
Kimberly A. Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: 
Deputy County Counsel

EXHIBIT A
SCOPE OF SERVICES

CONTRACTOR shall provide existing infrastructure analysis and conceptual infrastructure planning services needed to support the proposed Cabazon and Thermal Community Plans within the unincorporated areas of Riverside County depicted in Attachment A1, which includes the following tasks:

A. Cabazon Infrastructure Planning Services

1. Tasks

1.1. Two tasks shall be completed as follows:

- 1) Existing infrastructure analysis to include identification of the following:
 - a. Domestic Water Facilities
 - b. Wastewater Facilities
 - c. Storm Drain Infrastructure and Flood Zones
 - d. Dry Utilities (natural gas, electric facilities and power lines, and broadband and communication)
 - e. Roadway Network and Right-of-Way
- 2) Conceptual identification of infrastructure expansion feasibility/implementation to include the following:
 - a. Domestic Water Facilities
 - b. Wastewater Treatment and Facilities
 - c. Opportunities for Recycled Water Production and Facilities
 - d. Storm Drain Infrastructure (Flood Zone Protection)
 - e. Dry Utilities (natural gas, electric facilities and power lines, and broadband and communication)
 - f. Right-of-Way and Circulation Element/Roadway Network (Roadway classifications provided by others)
 - g. Preliminary cost estimates (rough order of magnitude) for each of preceding utility and infrastructure improvements
 - h. Stakeholder identification for growth capacity and potential expansion opportunities for each of the preceding utility/infrastructure improvements

1.2. Production

The overall preparation of the Cabazon Community Plan and associated CEQA document could be approximately 3-years.

CONTRACTOR will prepare existing facility maps and summary memo for COUNTY review. Upon completion, CONTRACTOR will prepare facility expansion maps, rough order of magnitude cost estimates, and summary memo for COUNTY review. CONTRACTOR shall also attend bi-weekly meetings with the COUNTY and key stakeholders through the infrastructure planning process. CONTRACTOR's portion of the feasibility evaluation is to be approximately 4-months.

The following is the projection of the timing for CONTRACTOR's 4-month estimate for Cabazon:

Existing Infrastructure Analysis:	1-3 months from contract authorization
Conceptual Infrastructure Plan:	1 month from receipt of Conceptual Land Plan
Community & Stakeholders Meetings:	As needed

2. Scope of Work for Two Tasks (Existing Infrastructure Analysis and Conceptual Infrastructure Analysis)

CONTRACTOR shall perform the following Scope of Preliminary Master Infrastructure Planning Services for the subject project:

2.1. Existing Infrastructure Analysis

Data Collection

- Existing potable water infrastructure including pipelines, pump stations, wells, and reservoirs/tanks (Cabazon Water District).
- Existing wastewater facilities and infrastructure.
- Existing drainage infrastructure including master planned conveyance (pipelines, channels, etc.), storage/detention facilities, and levees.
- Existing dry utilities including natural gas, electric facilities and power lines, and broadband and communication.
- Potential constraints including, but not limited to:
 - Right-of-Way
 - System Capacity
 - Stakeholder Capacity

Existing Facilities

- Review of existing data:
 - Drainage studies.
 - Water supply studies.
 - Recycled water studies.
 - Watershed and groundwater studies.
 - Wastewater feasibility studies.
 - Environmental studies and constraints.
- Preparation of existing facility maps:
 - Existing utilities base mapping using County GIS and available topo.
 - Prepare existing domestic water facilities map.
 - Prepare existing wastewater facilities map.
 - Prepare existing storm drain facilities map.
 - Prepare existing dry utility map.

Summary Findings Memo and Workshop/Meetings

- Prepare memo of findings and utility purveyors and submit to COUNTY for review.
- Biweekly coordination meetings with COUNTY staff.
- Meetings with stakeholders and COUNTY staff to review findings.
- Conduct workshop with COUNTY staff and key stakeholders.

DELIVERABLES

- Existing facility maps
- Summary memo of findings and utility purveyors.

2.2 Conceptual Infrastructure Plan

Conceptual Infrastructure Analysis

Utilizing Draft Community Land Plan being prepared by another COUNTY contractor, assess the viability of expanding / implementing the following infrastructure:

- Potable water lines and infrastructure including transmission pipelines, pump stations, wells, and reservoirs/tanks.
- Wastewater facilities and infrastructure.
- Recycled water.
- Drainage infrastructure including master plan conveyance (pipelines, channels, etc.), storage/detention facilities, and levees.
- Dry utilities including natural gas, electric facilities and power lines, and broadband and communication.
- Right-of-way needs for accommodation of circulation element/roadway network. Roadway classification(s) to be provided by others.

Identify Stakeholders and Potential Constraints

- Existing and potential stakeholders for future utility/expansion needs.
- Potential expansion related constraints including, but not limited to:
 - Right-of-Way constraints and requirements
 - System Capacity
 - Stakeholder Capacity

Future Infrastructure Facility Maps

- Prepare planning level infrastructure map(s) for the following:
 - Domestic water facilities expansion map (grid network).
 - Wastewater facilities implementation map (grid network).
 - Recycled water facilities opportunity map.
 - Prepare preliminary drainage analysis for community area.
 - Prepare conceptual drainage infrastructure expansion map.
 - Prepare conceptual dry utilities expansion map.

Cost Estimates

- Prepare preliminary (rough order of magnitude) cost estimates for potential:
 - Potable/domestic water infrastructure expansion.
 - Wastewater infrastructure implementation, including treatment.
 - Recycled water production and implementation.
 - Drainage infrastructure expansion.
 - Circulation/roadway network expansion based on roadway classification(s) to be provided by others.
 - Dry utilities expansion.

Summary of Future Needs Memo and Workshop/Meetings

- Prepare memo of future expansion needs and submit to COUNTY for review.
- Conduct workshop with COUNTY staff.
- Meetings with stakeholders to review findings.

- Biweekly coordination meetings with COUNTY staff.
- Attend one (1) Riverside County Board of Supervisor meeting in support of project.

DELIVERABLES

- Planning level expansion maps for identified utilities/infrastructure.
- Summary memo entailing utility/infrastructure expansion feasibility and costs including:
 - Preliminary water supply and demand analysis.
 - Preliminary wastewater treatment and implementation analysis.
 - Preliminary drainage improvements implementation analysis.
 - Preliminary recycled water implementation and feasibility analysis.
 - Preliminary roadway network implementation analysis.
 - Preliminary dry utility implementation analysis.

B. Thermal Infrastructure Planning Services

1. Tasks

1.1. Two tasks shall be completed as follows:

2) Existing infrastructure analysis to include identification of the following:

- f. Domestic Water Facilities
- g. Wastewater Facilities
- h. Storm Drain Infrastructure and Flood Zones
- i. Dry Utilities (natural gas, electric facilities and power lines, and broadband and communication)
- j. Roadway Network and Right-of-Way

2) Conceptual identification of infrastructure expansion feasibility to include the following:

- i. Domestic Water Facilities
- j. Wastewater Facilities
- k. Recycled Water Production and Facilities Implementation
- l. Storm Drain Infrastructure
- m. Dry Utilities Expansion (natural gas, electric facilities and power lines, and broadband and communication)
- n. Right-of-Way and Circulation Element/Roadway Network (Roadway classifications provided by others)
- o. Preliminary cost estimates (rough order of magnitude) for each of preceding utility and infrastructure improvements
- p. Stakeholder identification for growth capacity and potential expansion opportunities for each of the preceding utility/infrastructure improvements

1.2. Production

The overall preparation of the Thermal Community Plan and associated CEQA document could be approximately 3-years.

CONTRACTOR will prepare existing facility maps and summary memo for COUNTY review. Upon completion, CONTRACTOR will prepare facility expansion maps, rough order of magnitude cost estimates, and summary memo for COUNTY review. CONTRACTOR shall also attend bi-weekly meetings with the COUNTY and key stakeholders through the infrastructure planning process. CONTRACTOR's portion of the feasibility evaluation is to be approximately 5-months.

The following is the projection of the timing for CONTRACTOR's 5-month estimate for Thermal:

Existing Infrastructure Analysis:	1-3 months from contract authorization
Conceptual Infrastructure Plan:	2 months from receipt of Land Plan
Community & Stakeholders Meetings:	As needed

- 2. Scope of Work for Two Tasks (Existing Infrastructure Analysis and Infrastructure Master Plan)**
CONTRACTOR shall perform the following Scope of Preliminary Master Infrastructure Planning Services for the subject project:

2.1. Existing Infrastructure Analysis

Data Collection

- Existing potable water infrastructure including pipelines, pump stations, wells, and reservoirs/tanks (Coachella Valley Water District and Coachella Water Authority and Sanitary District).
- Existing wastewater facilities and infrastructure including pipelines, lift stations, and treatment capacity (Coachella Valley Water District and Coachella Water Authority and Sanitary District).
- Existing drainage infrastructure including master planned conveyance (pipelines, channels, etc.), and storage/detention facilities.
- Existing dry utilities including natural gas, electric facilities and power lines, and broadband and communication.
- Potential constraints including, but not limited to:
 - Right-of-Way
 - System Capacity
 - Stakeholder Capacity

Existing Facilities

- Review of existing data:
 - Drainage studies.
 - Water supply studies.
 - Recycled water studies.
 - Watershed and groundwater studies.
 - Wastewater studies.
 - Environmental studies and constraints.
- Preparation of existing facility maps:
 - Existing utilities base mapping using County GIS and available topo.
 - Prepare existing domestic water facilities map.
 - Prepare existing wastewater facilities map.
 - Prepare existing storm drain facilities map.
 - Prepare existing dry utility map.

Summary Findings Memo and Workshop/Meetings

- Prepare memo of findings and utility purveyors and submit to COUNTY for review.
- Biweekly coordination meetings with COUNTY staff.
- Meetings with stakeholders and COUNTY staff to review findings.
- Conduct workshop with COUNTY staff and key stakeholders.

DELIVERABLES

- Existing facility maps
- Summary memo of findings and utility purveyors.

2.2 **Infrastructure Master Plan**

Infrastructure Needs Analysis

Utilizing Draft Community Land Plan being prepared by another COUNTY contractor, assess the viability of expanding the following infrastructure:

- Potable infrastructure including pipelines, pump stations, wells, and reservoirs/tanks (Coachella Valley Water District and Coachella Water Authority and Sanitary District).
- Wastewater infrastructure including pipelines, lift stations, and treatment capacity (Coachella Valley Water District and Coachella Water Authority and Sanitary District).
- Recycled water including pipelines, pump stations, and storage (Coachella Valley Water District and Coachella Water Authority and Sanitary District).
- Drainage infrastructure including conveyance (pipelines, channels, etc.), and storage/detention facilities.
- Dry utilities including natural gas, electric facilities and power lines, and broadband and communication.
- Right-of-way needs for accommodation of circulation element/roadway network. Roadway classification(s) to be provided by others.

Identify Stakeholders and Potential Constraints

- Existing and potential stakeholders for future utility/expansion needs.
- Potential expansion related constraints including, but not limited to:
 - Right-of-Way constraints and requirements
 - System Capacity
 - Stakeholder Capacity

Future Infrastructure Facility Maps

- Prepare planning level infrastructure map(s) for the following:
 - Domestic water facilities expansion map (grid network).
 - Wastewater facilities expansion map (grid network).
 - Recycled water facilities expansion opportunity map.
 - Prepare preliminary drainage analysis for community area.
 - Prepare conceptual drainage infrastructure expansion map.
 - Prepare conceptual dry utilities expansion map.

Cost Estimates

- Prepare preliminary (rough order of magnitude) cost estimates for potential:
 - Potable/domestic water infrastructure expansion.
 - Wastewater infrastructure expansion.
 - Recycled water expansion.
 - Drainage infrastructure expansion.
 - Circulation/roadway network needs based on roadway classification(s) to be provided by others.
 - Dry utilities expansion.

Summary of Future Needs Memo and Workshop/Meetings

- Prepare memo of future expansion needs and submit to COUNTY for review.
- Conduct workshop with COUNTY staff.
- Meetings with stakeholders to review findings.
- Biweekly coordination meetings with COUNTY staff.

DELIVERABLES

- Conceptual expansion maps for identified utilities/infrastructure.
- Summary memo entailing utility/infrastructure expansion needs and costs including:
 - Preliminary water supply and demand analysis.
 - Preliminary wastewater infrastructure analysis.
 - Conceptual drainage improvements analysis.
 - Preliminary recycled water analysis.
 - Preliminary roadway network implementation analysis.
 - Preliminary dry utility implementation analysis.

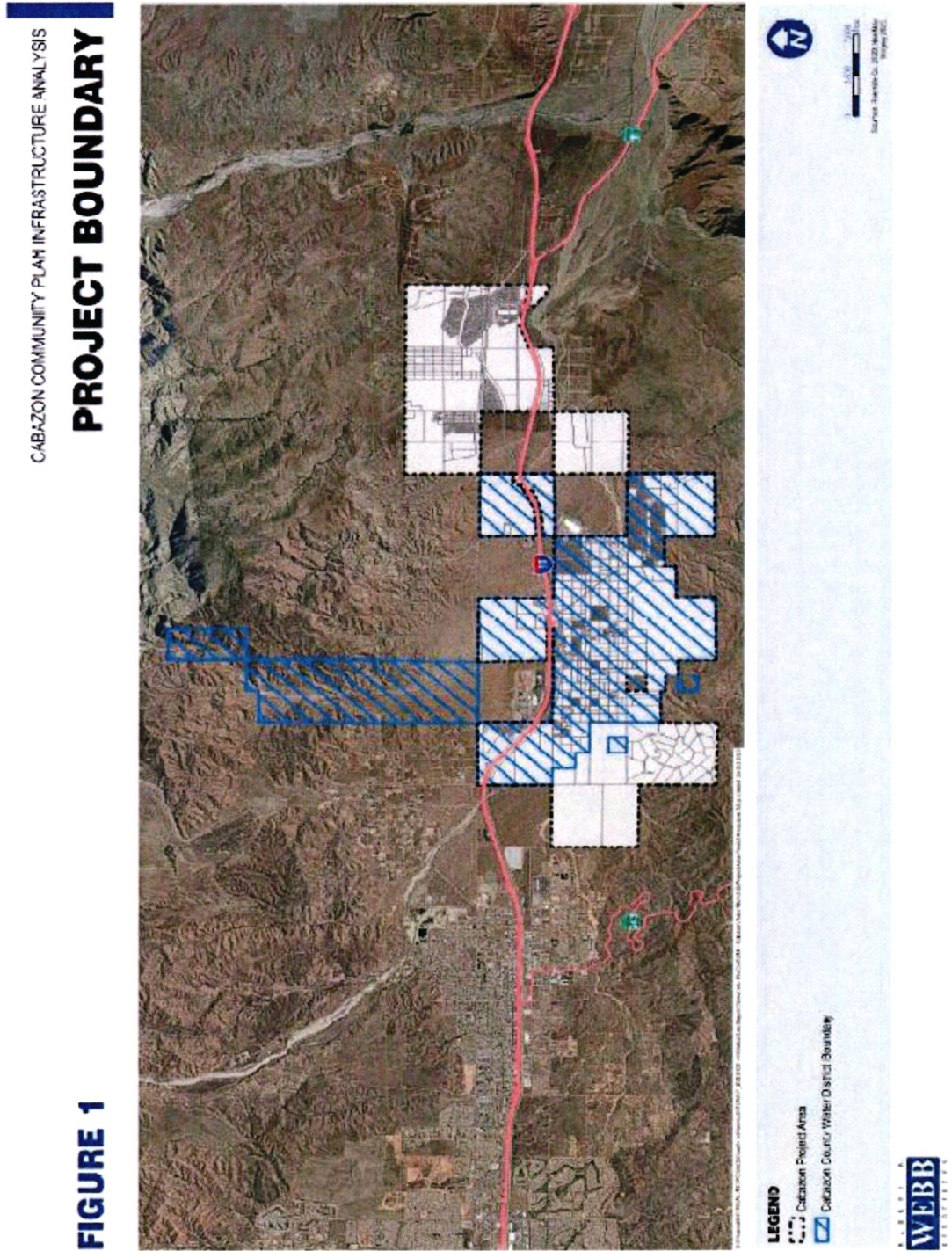
C. Prevailing Wage

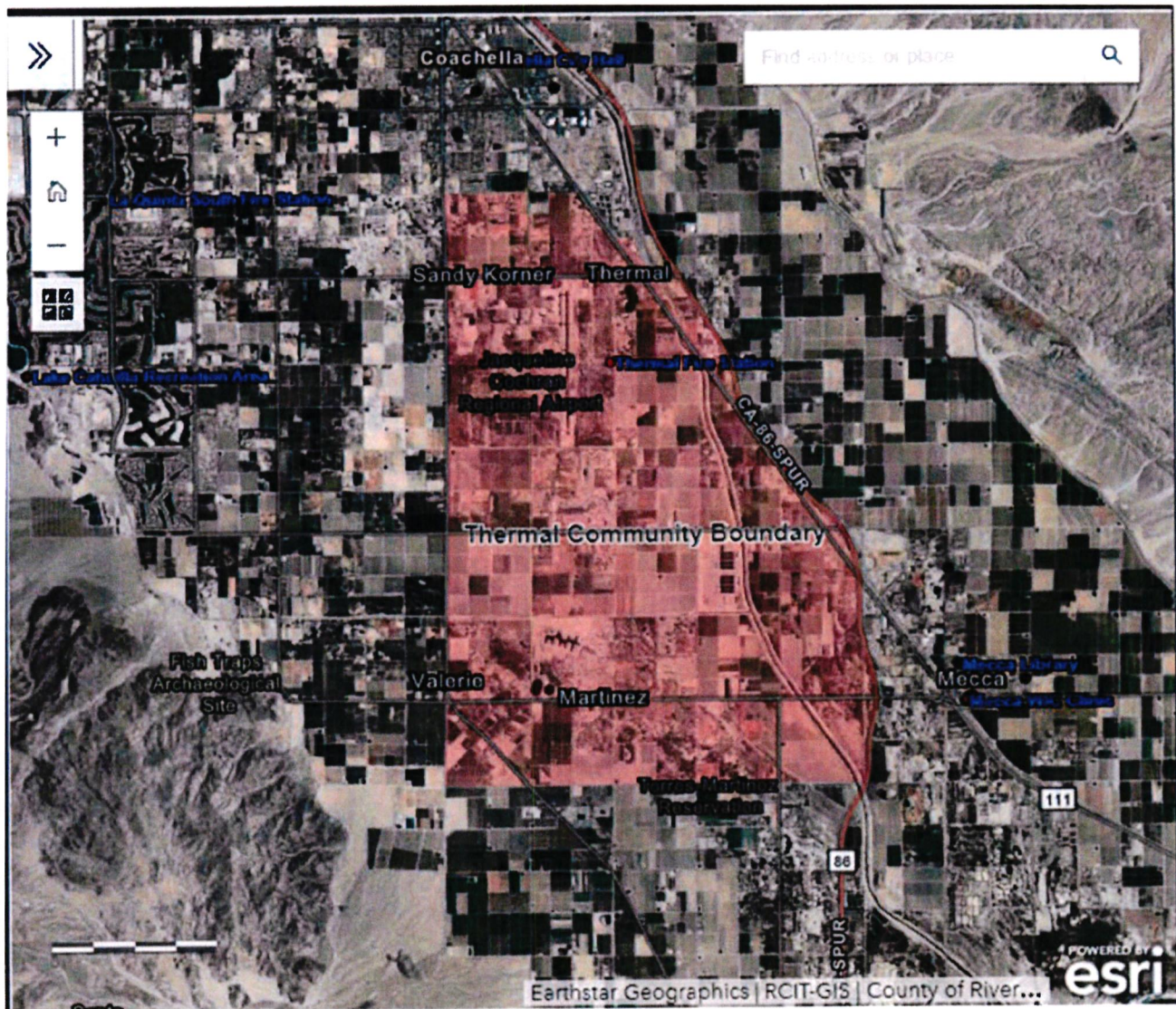
All or a portion of the services in this Agreement may be considered a public works project according to California Labor Code section 1771 and subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR). As applicable, prevailing wage and registration requirements remain in effect throughout the period of performance of this Agreement. CONTRACTOR will provide its DIR registration each fiscal year to COUNTY within ten (10) business days of renewal. COUNTY will register this Agreement annually and provide CONTRACTOR with the applicable DIR project identification number in which to reference when uploading electronic certified payroll records (eCPR) to www.dir.ca.gov as required. CONTRACTOR must also provide a copy of its certified payroll records to COUNTY at the same time those records are provided to the DIR. CONTRACTOR shall pay its employees the general prevailing rate of pay for each craft or type of workman or mechanic needed to perform under this Agreement in compliance with applicable DIR requirements. CONTRACTOR shall comply with the requirements set forth in Exhibit C, Prevailing Wage Requirements, attached hereto and incorporated herein by this reference.

D. Additional Services

Any additional services requested outside this Scope of Services will be provided under an amendment to this Agreement signed by the authorized representatives of both parties.

ATTACHMENT A1





**EXHIBIT B
PAYMENT PROVISIONS**

- A. CONTRACTOR shall complete the services described in Exhibit A on a time and materials basis based on the Fee Schedule below, with fees not exceeding \$159,700 for the Infrastructure Master Planning Services related to the Cabazon Community Plan project in the unincorporated area of Riverside County. Itemization of professional charges shall be provided on all invoices submitted. A breakdown of the fee is estimated as follows (Note: Budgets are estimates and may be used interchangeably as needed but not to exceed the budget total).

Existing Infrastructure Analysis

Data Collection	\$7,600
Existing Facilities Review/Maps	\$20,900
Summary of Finding Memo and Workshops/Meetings	\$11,700
Reimbursable Fees	\$500
Subtotal	\$40,700

Conceptual Infrastructure Plan

Infrastructure Needs Analysis	\$52,700
Future Infrastructure Facility Maps	\$26,100
Planning Level Cost Estimates	\$25,800
Summary of Future Needs Memo and Workshop/Meetings	\$13,900
Reimbursable Fees	\$500
Subtotal	\$119,000

Total **\$159,700**

- B. CONTRACTOR shall complete the services described in Exhibit A on a time and materials basis based on the Fee Schedule below, with fees not exceeding \$167,400 for the Infrastructure Master Planning Services related to the Thermal Community Plan project in the unincorporated area of Riverside County. Itemization of professional charges shall be provided on all invoices submitted. A breakdown of the fee is estimated as follows (Note: Budgets are estimates and may be used interchangeably as needed but not to exceed the budget total).

Existing Infrastructure Analysis

Data Collection	\$7,600
Existing Facilities Review/Maps	\$22,300
Summary of Finding Memo and Workshops/Meetings	\$11,700
Reimbursable Fees	\$500
Subtotal	\$42,100

Infrastructure Master Plan

Infrastructure Needs Analysis	\$49,300
Future Infrastructure Facility Maps	\$26,100
Planning Level Cost Estimates	\$35,500
Summary of Future Needs Memo and Workshop/Meetings	\$13,900
Reimbursable Fees	\$500
Subtotal	\$125,300

Total **\$167,400**

C. Fee Schedule

CLASSIFICATION

<u>Engineers/Project Managers/Planners/Scientists/ Assessment/Special Tax Consultants/Landscape Architects/Designers</u>	Rates \$/Hour
Principal II.....	281.00
Principal I	260.00
Senior III	238.00
Senior II	221.00
Senior I	209.00
Associate III	197.00
Associate II	181.00
Associate I	174.00
Assistant V	162.00
Assistant IV	146.00
Assistant III	129.00
Assistant II	109.00
Assistant I	92.00

Survey Services

2-Person Survey Party	284.00
1-Person Survey Party	196.00

Inspection Services

Inspector (Non-Prevailing Wage)	133.00
Inspector Overtime (Non-Prevailing Wage)	180.00
Inspector (Prevailing Wage)	143.00
Inspector Overtime (Prevailing Wage)	190.00

Administrative Services

Project Coordinator	107.00
Administrative Assistant III	97.00
Administrative Assistant II	86.00
Administrative Assistant I	68.00

Other Direct Expenses

Incidental Charges	Cost + 15%
Postage	Cost
Subcontracted Services	Cost + 15%
Special Consultant.....	355.00
Survey/Inspection Per Diem.....	Prevailing Wage Rate
In-House Delivery Up to 1/2 hour.....	30.00
In-House Delivery 1/2 Hour up to 1 Hour.....	60.00
In-House Delivery Over 1 Hour up to 2 Hours	110.00
In-House Delivery Over 2 Hours	160.00
Survey/Inspection Vehicle	0.81/Mile
Mileage	0.72/Mile

Note: Prevailing wages are dictated by the California Department of Industrial Relations (DIR). As such, the indicated rate will remain in effect until revised rates are published by the DIR. The rate shown shall be subject to renegotiation to remain in compliance with State requirements if prevailing wages are increased by the DIR.

EXHIBIT C
PREVAILING WAGE REQUIREMENTS

All or a portion of the Scope of Services in this Agreement or Purchase Order (as applicable) requires the payment of prevailing wages and compliance with the following requirements. In the event there is a conflict between this Exhibit and current applicable law, current applicable law shall prevail and the below shall be automatically amended to read accordingly.

C1.0. Determination of Prevailing Rates:

Pursuant to Labor Code sections 1770, et seq., the COUNTY has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Services is to be performed. Copies of said rates are on file with the COUNTY, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Services, and are also available online at www.dir.ca.gov. The wage rate for any classification not listed, but which may be required to execute the Scope of Services, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the CONTRACTOR shall post, at appropriate and conspicuous locations on the jobsite, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

C2.0. Payment of Prevailing Rates

Each worker of the CONTRACTOR, or any subcontractor, engaged in the Scope of Services, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR or any subcontractor, and such worker.

C3.0. Prevailing Rate Penalty

The CONTRACTOR shall, as a penalty, forfeit two hundred dollars (\$200.00) to the COUNTY for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the CONTRACTOR or by any subcontractor in connection with the Scope of Services. Pursuant to California Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each

calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the CONTRACTOR.

C4.0. Ineligible Contractors:

Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a CONTRACTOR on the project shall be returned to the COUNTY. The CONTRACTOR shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Scope of Services.

C5.0. Payroll Records:

Pursuant to California Labor Code section 1776, the CONTRACTOR and each subcontractor, shall keep accurate certified payroll records, 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 them in connection with the Scope of Services. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the CONTRACTOR or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Scope of Services performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the CONTRACTOR on the following basis:

- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;
- (2) A certified copy of all payroll records shall be made available for inspection or furnished upon request to the COUNTY, the Division of Labor Standards Enforcement of the DIR;
- (3) A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through

either the COUNTY or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the COUNTY or the Division of Labor Standards Enforcement, the requesting Party shall, prior to being provided the records, reimburse the cost of preparation by the CONTRACTOR, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the CONTRACTOR;

(4) The CONTRACTOR shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and

(5) Copies provided to the public, by the COUNTY or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the CONTRACTOR or any subcontractor, performing a part of the Scope of Services shall not be marked or obliterated. The CONTRACTOR shall inform the COUNTY of the location of payroll records, including the street address, city and COUNTY and shall, within five (5) working days, provide a notice of a change of location and address. The CONTRACTOR shall have ten (10) days from receipt of the written notice specifying in what respects the CONTRACTOR must comply with the above requirements. In the event CONTRACTOR does not comply with the requirements of this section within the ten (10) day period, the CONTRACTOR shall, as a penalty to the COUNTY, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the CONTRACTOR.

C6.0. Limits of Hours of Work:

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the CONTRACTOR or by a subcontractor, upon the Scope of Services or upon any part of the Scope of Services, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of CONTRACTOR or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

C7.0. Penalty of Excess Hours:

The CONTRACTOR shall pay to the COUNTY a penalty of twenty-five dollars (\$25.00) for each worker employed on the Scope of Services by the CONTRACTOR or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the CONTRACTOR is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

C8.0. Senate Bill 854 (Chapter 28, Statutes of 2014) Requirements:

C8.1. CONTRACTOR shall comply with Senate Bill 854 (signed into law on June 20, 2014). The requirements include, but are not limited to, the following:

a. No contractor or subcontractor may be listed on a bid proposal (submitted on or after March 1, 2015) for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).

b. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.

c. This project is subject to compliance monitoring and enforcement by the DIR.

d. As required by the DIR, CONTRACTOR is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.

e. CONTRACTOR and all subcontractors must submit certified payroll records online to the Labor Commissioner for all new public works projects issued on or after April 1, 2015, and for all public works projects, new or ongoing, on or after January 1, 2016.

- i. The certified payroll must be submitted at least monthly to the Labor Commissioner.
- ii. The COUNTY reserves the right to require CONTRACTOR and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.
- iii. The certified payroll records must be in a format prescribed by the Labor Commissioner.

C8.2. As required by Labor Code 1771.1(a) “A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

C9.0. STATE PUBLIC WORKS APPRENTICESHIP REQUIRMENTS

C9.1. State Public Works Apprenticeship Requirements: The CONTRACTOR is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable occupations (denoted with “#” symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the CONTRACTOR, subcontractor, vendor or consultant. Included in these requirements is (1) the CONTRACTOR’s requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.

Any apprentices employed to perform any of the Scope of Services shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Services. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

C9.2. Compliance with California Labor Code section 1777.5 requires all public works contractors to:

C9.2.1) Submit Contract Award Information (DAS-140)

a. Although there are a few exemptions (identified below), all contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.

b. The DAS-140 is a notification “announcement” of the CONTRACTOR’s participation on a public works project—it is not a request for the dispatch of an apprentice.

c. CONTRACTOR shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime CONTRACTOR subcontract, but in no event later than the first day in which the CONTRACTOR has workers employed on the public work.

d. Contractors who are already approved to train apprentices (i.e. check “Box 1” on the DAS-140) shall only be required to submit the form to their approved program.

e. Contractors who are NOT approved to train apprentices (i.e. those that check either “Box 2” or “Box 3” on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see

<http://www.dir.ca.gov/Databases/das/pwaddrstart.asp>.

C9.2.2) Employ Registered Apprentices

a. Labor Code section 1777.5 requires that a contractor performing work in an “apprenticeable” craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the contractor’s completion of work on the project. “Apprenticeable” crafts are denoted with a pound symbol “#” in front of the craft name on the prevailing wage determination.

b. All contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.

c. Contractors may use the “DAS-142” form for making a request for the dispatch of an apprentice.

d. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.

e. CONTRACTOR should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). CONTRACTOR has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.

f. Only “registered” apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).

C9.2.3) Make Training Fund Contributions

a. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.

b. Contractors may use the “CAC-2” form for submittal of their training fund contributions.

c. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.

d. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.

e. The “training” contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

C9.2.4) Exceptions to Apprenticeship Requirements: The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices.

a. When the contractor holds a sole proprietor license (“Owner-Operator”) and no workers were employed by the contractor. In other words, the contractor performed the entire work from start to finish and worked alone.

b. Contractors performing in non-apprenticeable crafts. “Apprenticeable” crafts are denoted with a pound symbol “#” in front of the craft name on the prevailing wage determination.

c. When the contractor has a direct contract with the Public Agency that is under \$30,000.

d. When the project is 100% federally-funded and the funding of the project does not contain any city, COUNTY, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).

e. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

C9.2.5) Exceptions from Apprenticeship Ratios: The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the CONTRACTOR from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:

a. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or

b. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or

c. The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or

d. If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

C9.2.6) CONTRACTOR's Compliance: The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the CONTRACTOR. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.






Final PSA_WEBB- Planning Services_rev1

Final Audit Report

2024-02-01

Created:	2024-02-01
By:	Monica Rossow (mrossow@rivco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_3zzgj8ECD0E27EOGSzbsCW9ZBcwuHAL

"Final PSA_WEBB- Planning Services_rev1" History

-  Document created by Monica Rossow (mrossow@rivco.org)
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COUNTY OF RIVERSIDE
Transportation and Land Management Agency
Charissa Leach
Assistant CEO/TLMA Director



Transportation Planning Building & Safety Code Enforcement Aviation

Date: January 26, 2024
From: John Hildebrand
To: Board of Supervisors / Purchasing Agent
Via: Tara Markland (951-955-9927) and Monica Rossow (951-955-5324)
Subject: Single Source Procurement, On-Call Planning Services

The below information is provided in support of my Department requesting approval for a sole or single source. *(Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole or single source.)*

1. Supplier being requested: Albert A. Webb Associates

2. Vendor ID: 0000001023

3. Single Source Sole Source

(Single Source - is a purchase of a commodity or service without obtaining competitive bids although more than one source is available)

(Sole Source - is a purchase of a commodity or service that is proprietary or no other vendor is qualified or willing to meet the county specified requirements)

4. Have you previously requested and received approval for a sole or single source request for this vendor for your department? (If yes, please provide the approved sole or single source number).

Yes No
SSJ# N/A

4a. Was the request approved for a different project?

Yes No

5. Supply/Service being requested:

(If this request is for professional services, attach the service agreement to this sole source request. The Purchasing Agent, or designee, is the signing authority for agreements unless the service is exempted by Ordinance 459, Board delegated authority or by State law. All insurance requirements must be met prior to work commencement. See the Risk Management website for vendor insurance requirements.)

The Planning Department provides project management and processing of the County's land development cases, which is mission critical for the Planning Department. To meet this demand, the Department proposes to augment its small in-house core staff with ongoing consultant resources. The Planning Department is currently in need of these specialized services related to completion of the Infrastructure Master Planning Services in conjunction with both the Cabazon and Thermal Community Plans. Albert A. Webb Associates has prior experience working with the Planning department and County, as they have conducted other technical analysis related to infrastructure and roadways, as well as site planning work for the County. Because of this past experience with the County, Albert A. Webb Associates could assist staff immediately so that delivery milestones are not missed, and the project would be completed efficiently.

6. Unique features of the supply/service being requested from this supplier. (If this sole source request is due to proprietary software or machinery, or hardware, provide a supporting letter from the manufacturer. If this is a single source request provide an explanation of how this provides the best value for the County by selecting this vendor.)

Albert A. Webb Associates was selected as the top ranked firm to provide infrastructure analysis and community planning services and is familiar with the Planning Department. These services, which were previously provided by Albert A. Webb Associates, will assist the Planning Department in meeting the needs of the County through providing services for the completion of the Cabazon and Thermal community plans. Albert A. Webb Associates understands the County needs ongoing planning support for a range of projects throughout the County. These services provided by Albert A. Webb Associates will allow and assist the Department in meeting the needs of the County.

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

Albert A. Webb Associates has extensive experience in community planning and environmental analysis within the Southern California area. The Planning Department is in need of support to assist staff in timely completion of the Cabazon and Thermal community plans. These efforts from Albert A. Webb Associates are needed to ensure completion of the overall plans, as the County resources are insufficient in handling all aspects of the project. The current contractors and other County Contractors are not able to handle the additional, specialized work in the time needed for the ongoing project.

8. Period of Performance: 2/1/2024 to 12/31/2028 (5 year projection)
(total number of years)

Is this an annually renewable contract? No Yes
Is this a fixed-term agreement: No Yes

(A fixed-term agreement is set for a specific amount of time; it is not renewed annually. Ensure multi-year fixed-term agreements include a cancellation, non-appropriation of funds, or refund clause. If there is no clause(s) to that effect, then the agreement must be submitted to the Board for approval. No exemptions shall apply.)

Any additional services requested outside this Scope of Services will be provided under an amendment to this Agreement signed by the authorized representatives of both parties.

9. Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include

previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained. (Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)

Description:	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	Total
Total Aggregate Costs:	\$167,400	\$159,700	\$0	\$0	\$0	\$327,100


Note: Insert additional rows as needed

10. Price Reasonableness: (Explain why this price is reasonable or cost effective – were you provided government discounted pricing? Is this rate/fee comparable to industry standards?)

The consultant rates were found to be reasonable for the work proposed while conforming to County and Industry standards. The price is comparable to industry standards for similar services being provided in the department by a consulting firm.

11. Projected Board of Supervisor Date (if applicable): 02/06/2024

(Draft Form 11s, service agreement and or quotes must accompany the sole source request for Purchasing Agent approval.)

 Department Head Signature (or designee)	CHARISSA LEACH Print Name	1/29/24 Date
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 The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Condition/s:

Approved; with cost not to exceed FY limitations noted above.

Not to exceed:

One-time _____

Annual Amount \$___ / per fiscal year through ____ (date) (If Annual Amount Varies each FY)

FY _____ : \$ _____
FY _____ : \$ _____
FY _____ : \$ _____
FY _____ : \$ _____
FY _____ : \$ _____

Meghan Hahn
Purchasing Agent

1/29/24

24-171

Date

Approval Number

(Reference on Purchasing Documents)