

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



ITEM: 12.1
(ID # 25439)

MEETING DATE:

Tuesday, September 17, 2024

FROM : DEPARTMENT OF WASTE RESOURCES

SUBJECT: DEPARTMENT OF WASTE RESOURCES: Approve the Professional Service Agreement with Chambers Group, Inc. for Environmental Impact Reporting Services at the Lamb Canyon Sanitary Landfill for five years; District 5. [\$147,059 Total Cost; up to \$14,705 in additional compensation – Department of Waste Resources Enterprise Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Service Agreement with Chambers Group Inc. for Environmental Impact Report Services for a total aggregate amount of \$147,059 for five years through September 17, 2029, and authorize the Chairman of the Board to sign the Agreement on behalf of the County; and
2. Authorize the Purchasing Agent in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel, to (a) sign amendments that make modifications of the scope of work that stay within the intent of the Agreement, and (b) sign amendments to the compensation provisions that do not exceed the sum total of \$14,705.90; and (c) issue Purchase Orders for payment of services performed within the approved compensation amount.

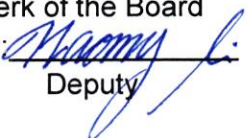
ACTION:Policy


Andrew Cortez 8/19/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Washington, Perez and Gutierrez
Nays: None
Absent: Spiegel
Date: September 17, 2024
xc: Waste

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	\$ 75,000	\$ 60,000	\$ 147,059	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Waste Resources Enterprise Funds 100%			Budget Adjustment:	No
			For Fiscal Year: FY24/25- FY29/30	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Riverside County Department of Waste Resources (RCDWR) has solicited proposals for Environmental Impact Report (EIR) services to address the proposed Lamb Canyon Landfill (LCL) Expansion Project (Project). The Project proposes to increase the landfill's permitted area by 180.5 acres, from 703.4 to 883.9 acres, and expand the disposal footprint from 144.6 to 502.2 acres. This will provide approximately 50 years of additional landfill capacity to the region. The EIR shall comply with the California Environmental Quality Act (CEQA).

The EIR will identify and analyze the physical impacts resulting from the additional permitted landfill area as well as impacts associated with the expansion of the disposal footprint, an increase of 357.6 acres in multiple stages. RCDWR staff will utilize the information gained from this study to ensure the landfill expansion potential impacts are identified and mitigated, as feasible.

Impact on Residents and Businesses

The EIR services will generate environmental studies that will facilitate protection of the environment and the public as part of the LCL expansion.

Additional Fiscal Information

All costs associated with this professional services agreement are fully funded by the RCDWR. Sufficient funding is available in the RCDWR budget. No net County costs will be incurred as a result of this professional services agreement.

Contract History and Price Reasonableness

On February 9, 2024, County Purchasing released a Request for Proposal (RFP) WMARC-452, soliciting proposals for EIR services at the LCL on behalf of RCDWR. The RFP was advertised on the County's Purchasing Website and Public Purchase.com and accessed by over forty (40+) potential bidders. Four (4) proposal responses were received in response to the RFP. The proposals were reviewed by the evaluation team from RCDWR. Each proposal was evaluated based on the criteria set forth in the RFP: overall responsiveness to the RFP project tasks, bidders experience, credentials, resumes, references, licenses, certifications, technical ability, and financial status. A comprehensive analysis was performed by County Purchasing and RCDWR. The cost proposal range submitted was from \$150,819.00 to \$1,226,161.00. The

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RCDWR requested Best and Final offers from the four firms resulting in final costs proposal from \$147,059.00 to \$1,135,132.00.

Based on the overall summation of the proposals submitted, it is the recommendation of the evaluation team to select Chambers Group, Inc. as the most responsive and responsible bidder for these services.

ATTACHMENTS:

ATTACHMENT A. PROFESSIONAL SERVICES AGREEMENT - ENVIRONMENTAL IMPACT REPORTING SERVICES



Melissa Curtis, Deputy Director of Purchasing and Fleet

8/30/2024



Jason Farin, Principal Management Analyst

9/10/2024



Aaron Gettis, Chief of Deputy County Counsel

9/5/2024

PROFESSIONAL SERVICE AGREEMENT

for

ENVIRONMENTAL IMPACT REPORTING SERVICES

between

COUNTY OF RIVERSIDE

and

CHAMBERS GROUP, INC.



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This Agreement, made and entered into this ____ day of _____, 2024, by and between Chambers Group, Inc. 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 and at the prices stated in Exhibit B, Payment Provisions to the Agreement.

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

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

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

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through September 17 2029, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$147,059.00 aggregately 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. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the percentage change in Consumer Price Index- All Consumers, All Items - Riverside, San Bernardino and Ontario for the twelve (12) month period January through January immediately preceding the adjustment and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

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

RIVERSIDE COUNTY DEPARTMENT OF WASTE RESOURCES
ATTN: ACCOUNTS PAYABLE
14310 FREDERICK ST
MORENO VALLEY, CA 92553
WasteAccountsPayable@rivco.org

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (000000000000000924); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

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

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

4. Alteration or Changes to the Agreement

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

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

5. Termination

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

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

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

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

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

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

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

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

6. Ownership/Use of Contract Materials and Products

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

7. Conduct of Contractor

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

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

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

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

8. Inspection of Service; Quality Control/Assurance

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

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

9. Independent Contractor/Employment Eligibility

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

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

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

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

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

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

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

10. Subcontract for Work or Services

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

11. Disputes

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

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

12. Licensing and Permits

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

13. Use By Other Political Entities

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

14. Non-Discrimination

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

15. Records and Documents

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

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term

“privileged or confidential information” includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

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

17. Administration/Contract Liaison

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

18. Notices

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

COUNTY OF RIVERSIDE

RIVERSIDE COUNTY WASTE RESOURCES
14310 FREDERICK ST
MORENO VALLEY, CA 92553
PCS/BUYER
WastePurchasing@rivco.org
951-486-3200

CONTRACTOR

CHAMBERS GROUP, INC
3151 AIRWAY AVE STE F208
COSTA MESA, CA 92626
THOMAS STRAND
tstrand@chambersgroupinc.com

19. Force Majeure

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

20. EDD Reporting Requirements

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

21. Hold Harmless/Indemnification

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

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

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

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

22. Insurance

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

A. Workers' Compensation:

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

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance

contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

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

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

E. General Insurance Provisions - All lines:

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

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

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

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

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

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

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

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

23. General

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

[Signatures on Following Page]

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

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

CHAMBERS GROUP, INC, a California Corporation

By: *Chuck Washington*
Chuck Washington
Board of Supervisors

By: *[Signature]*
Mike McEntee (Aug 13, 2024 12:50 PDT)
Name: Mike McEntee
Title: Chief Executive Officer

Dated: 9/17/2024

Dated: Aug 13, 2024

ATTEST:
Kimberly Rector
Clerk of the Board

By: *[Signature]*
Deputy

Dated: 9/17/2024

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: *Lisa Sanchez*
Lisa Sanchez (Aug 13, 2024 13:45 PDT)
Lisa Sanchez
Deputy County Counsel

Dated: Aug 13, 2024

Pursuant to California Corporations Code Section 313 please provide signature of chairman of the board, president, or any vice president; AND secretary, any assistant secretary, chief financial officer, treasurer, or any assistant treasurer. If only one signature, please also provide a resolution or other proof of delegated authority that shows signer can legally bind the corporation.

SEP 17 2024 12.1

EXHIBIT "A"
SCOPE OF SERVICES

1. Review/Assessment Previous CEQA Documents and Technical Studies

Reviewing the previously released EA/MND and associated technical reports and to assist with preparation of the EIR. CONTRACTOR will confirm what, if any, new technical studies are needed or if any of the existing Technical Studies can be used as are the following previously prepared Technical Studies and reports are available for review:

- General Biological Resources and Habitat Suitability Assessment, prepared by LSA Associates, Inc. February 2008.
- Biological Resources and Habitat Assessment, prepared by LSA Assessment, November 2004.
- Jurisdictional Waters Delineation, prepared by ECORP, March 2009.
- Riparian/Riverine Areas and Vernal Pool Resource Assessment, prepared by EARS, May 2008.
- Joint Project Review (with approval letter), Western Riverside Regional Conservation Authority (RCA), January 28, 2010.
- Phase I Cultural Resource Assessment, prepared by Michael Brandman Associates, December 6, 2010.
- Paleontological Report, prepared by L&L Environmental, Inc., February 14, 2005.
- Paleontological Assessment, prepared by Michael Brandman Associates, June 2011.

2. Project Management/Schedule/Meetings

All coordination and meetings with COUNTY and other public meetings, including a public Scoping Meeting. For this agreement, a minimum of ten (10) teleconference (MS Teams/Zoom) meetings. It is anticipated that the teleconference meetings will primarily involve project coordination/review with the CONTRACTOR.

3. Prepare Notice of Preparation and Initial Study (NOP/IS)

Writing and transmittal of the NOP/IS in accordance with the state CEQA Guidelines. The CONTRACTOR shall respond to comments from COUNTY and agencies until all issues and questions are resolved.

Deliverables:

- NOP/IS Distribution List.
- NOP/IS- incorporating two rounds of revisions from COUNTY. Each NOP/IS shall be delivered in MS Word and PDF for review via email or secure document exchange site. Track Changes will be used to communicate any changes to the documents.

4. Technical Studies

The Technical Studies have been listed above in Task 1, which are assumed to be able to be used in the Draft EIR, unless the CONTRACTOR determines additional studies are warranted. All additional studies must be communicated and approved by COUNTY before any additional studies are drafted.

The new technical studies that are expected include:

- VMT Screening Memo (assumes Project will screen out)
- Air Quality/GHG Analysis/Energy Analysis
- Paleontological Assessment
- Cultural Resources Assessment
- General Biological Assessment/MSHCP Consistency Analysis (include any Focused Surveys) only for the 245.9-acres identified as area not previously environmentally assessed. (The 311.5-acre area was previously biologically assessed, permitted, and impacted.) (See Figures 2.1 and 2.2)
- Determination of Biologically Equivalent or Superior Preservation (DBESP) only for the 245.9-acres identified as area not previously environmentally assessed. (The 311.5-acre area was previously biologically assessed, permitted, and impacted.) (See Figures 2.1 and 2.2)

Deliverables:

- Draft Technical Reports as needed.

5. Conduct the Joint Project Review Process

- Coordinate with the RCA and Wildlife Agencies (CDFW, USFWS, etc.) up to three meetings.
- Utilize the MSHCP Consistency Analysis Report indicated in Task 4.
- Utilize the DBESP Report indicated in Task 4.

6. Draft EIR Preparation

Relying on the Initial Study and the topics that have been identified as potentially significant, the CONTRACTOR shall prepare an Administrative Draft EIR following the latest CEQA Guidelines.

Up to two rounds of review by COUNTY of the Administrative Draft EIR shall be included.

Deliverables:

- Administrative DEIR – incorporating two rounds of revisions from COUNTY. Each Administrative DEIR shall be delivered in MS Word and PDF for review via email or secure document exchange site. Track Changes will be used to communicate any changes to the documents.

7. Public Noticing of Draft EIR

Task 6 “ Drafting EIR Preparation” involves all preparation, noticing and mailing of the DEIR, in accordance with the latest CEQA Guidelines. After COUNTY approval of the Administrative Draft EIR (assume two rounds of revisions), CONTRACTOR will finalize the Draft EIR into Word and PDF versions and issue the Notice of Completion (NOC) and Notice of Availability (NOA) to the County Clerk and State Clearinghouse (following current procedures) on behalf of COUNTY. The CONTRACTOR will be responsible for finalizing the Distribution List in working with COUNTY. Up to 75 recipients can be assumed. All appendices will be provided to the COUNTY and COUNTY will ensure all documents are listed on the website. No hard copies of the DEIR will be distributed during public review.

Deliverables:

- Draft EIR Distribution List
- Public Review Draft EIR in Word and PDF format, including all Technical Appendices in PDF format.
- NOC and NOA – only these will be distributed in hard copy form for public review period.

8. Final EIR, Findings and Notice of Determination

CONTRACTOR will be responsible for reviewing all written comments received during the 45-day public review period. The CONTRACTOR shall coordinate with COUNTY on response to comments and prepare up to two drafts of the responses. CONTRACTOR should provide a cost estimate for up to 15 individual responses. If more than this number of comments are received that require more than simple “comment noted” responses, CONTRACTOR and COUNTY can discuss additional compensation. CONTRACTOR shall supply COUNTY draft letters for COUNTY to send to reach commentor at least 10 days prior to the Certification hearing.

CONTRACTOR shall also prepare the Mitigation and Monitoring Reporting Program (MMRP) as part of the Final EIR, as well as including an Errata (if needed).

CONTRACTOR shall prepare the draft Notice of Determination (NOD) to COUNTY prior to the Certification hearing.

CONTRACTOR shall also include preparing a draft of the CEQA Findings of Fact in a Resolution format provided by COUNTY.

All documents prepared for the Final EIR shall be reviewed by COUNTY and the CONTRACTOR shall respond to comments and make such changes as deemed appropriate.

The Final EIR shall be prepared and processed in accordance with the state CEQA Guidelines.

Deliverables:

- Final EIR – including two rounds of revisions from COUNTY on the Response to Comments, MMRP, and Errata (if necessary).
- Initial Draft of Findings of Fact/Resolution/Statement of Overriding Considerations

9. Schedule:

CONTRACTOR is asked to provide a realistic CEQA schedule to certify the EIR.

Project Schedule	Project Duration
Review/Assessment of Previous CEQA Documents and Technical Studies	2 Weeks
Prepare NOP and Initial Study	6 Weeks (2-week review for COUNTY)
Public Scoping Period	30 Days
Prepare Technical Studies	12 Weeks (4-week review for COUNTY)*
Conduct the Joint Project Review	30 days*
Prepare Draft EIR	10 Weeks (4-week review for COUNTY)*
Public Noticing of Draft EIR	1 week
Public Review Period	45 Days
Final EIR, Findings, and Notice of Determination	8 Weeks (3-week review for COUNTY)
Approximate Total	44 Weeks

- Items that contain an * in the project duration will overlap in duration
- Delays in the project schedule will be communicated to COUNTY.

**EXHIBIT “B”
PAYMENT PROVISIONS**

Task Description	Total Amount
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1.0	<i>Previous CEQA Document and Technical Study Review/Assessment</i>	
<i>Response</i>		\$6,045.00
2.0	<i>Project Management/Schedule/Meetings</i>	
<i>Response</i>		\$9,575.00
3.0	<i>Prepare Initial Study and Notice of Preparation (IS/NOP)</i>	
<i>Response</i>		\$14,411.00
4.0	<i>Technical Studies</i>	
<i>Response</i>		\$61,311.00
5.0	<i>Conduct the Joint Project Review Process</i>	
<i>Response</i>		\$3,588.00
6.0	<i>Draft EIR Preparation</i>	
<i>Response</i>		\$30,688.00
7.0	<i>Public Noticing of Draft EIR</i>	
<i>Response</i>		\$4,095.00
8.0	<i>Final EIR, Findings and Notice of Determination</i>	
<i>Response</i>		\$16,146.00
Other Direct Costs (ODC)	<i>Travel, Mileage, Printing, Binding, Mailing,</i>	\$0.00
Additional Items	<i>Add applicable line items*</i>	
<i>Response</i>	IC Records Search	\$1,200.00
	Total amount of tasks, other direct costs, and additional items	\$147,059.00

EXHIBIT "C"
CHANGE ORDER

A change order is a mutually agreed upon written order to Contractor, approved and signed by the County Project Manager and Contractor's Project Manager, ordering a change in the Services from those originally set forth in this Agreement. Change orders may require authorization from the County's Board of Supervisors.

Change orders may be proposed by either the County or Contractor. Only those change orders that are duly signed and approved by the County and by Contractor will constitute authorized modifications of this Agreement.

Any change order that would impact project schedule and/or costs will specify the agreed upon schedule and/or cost changes. Contractor shall have no obligation to commence work in connection with any change until the cost and/or schedule impact (if any) of the change is agreed upon by the parties in writing.

The County and Contractor may, from time to time, agree in writing upon change orders to change particular aspects of the Services originally set forth in this Agreement. With respect to proposed change orders that do not materially impact the scope of either party's work effort required under this Agreement, the parties will cooperate in good faith to agree upon such change orders and will not unreasonably withhold approval of such change orders that are proposed by the other party.

If either party causes or requests a change that materially impacts the scope of the parties' work effort required under this Agreement, such as changes in the allocation of County and Contractor resources applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require a party to provide additional work hours, the other party may propose a change order to cover the additional work effort required of it. Approval of such a change order will not be unreasonably withheld provided that the parties mutually agree on any change in cost as a result of such change order. Services to be provided by Contractor under any duly authorized change orders that increase or decrease the project cost will be negotiated as a fixed price addition or reduction to the project cost. If material changes in the timing of the Services to be provided by Contractor are agreed upon in a change order, the parties will also amend any attachments affected by such change.

The fixed price for each change will be negotiated by the County and Contractor. County expenses related to the change orders must be itemized in the change order for budgetary purposes, but the County expense amounts will not be included within the fixed price for the change order.

The parties will agree in writing in a change order upon a schedule for the delivery of each change. Upon acceptance by the County in a change order of the fixed price and fee schedule, Contractor will deliver the change under the terms of this Agreement for the fixed price.

Contractor will not provide any services, materials or related items that cause the County to incur additional costs beyond those stated in this Agreement without the proper advance written consent of the County as authorized by the County's Board of Supervisors. Except as specifically stated in this Agreement, County personnel have no authority to order or direct any changes to this Agreement. Failure of Contractor to secure proper prior written authorization from the County for any additional services, materials or related items beyond those specifically stated in this Agreement will constitute a waiver by Contractor of any claim for additional compensation related to such items; and such items will be deemed to be included in the costs stated in this Agreement.

Any proposed change order for additional compensation by Contractor must be submitted in writing to the County immediately upon the arising of the circumstances that form a basis for such claim, but in no event later than ten (10) calendar days following the occurrence of such circumstances and related facts. The written claim shall provide a description in reasonable detail of the nature of such facts and circumstances of the claim, identifying relevant documentary and other evidence alleged to be supportive of the claim, and indicating the person(s) involved in such circumstances. To minimize the possibility of disputes arising in connection with claims of Contractor for additional compensation, in the event of circumstances that may lead to a request for additional compensation (including based upon a changed or unexpected condition), Contractor shall provide immediate written notice to the County so that the parties can work cooperatively to assess the surrounding facts and circumstances, as well as attempt jointly to identify and agree upon any Contractor cost impact before the corresponding work is done by Contractor. Notwithstanding the foregoing, Contractor acknowledges that this Agreement provides for a fixed project cost and Contractor shall not be entitled to additional compensation for the completion of Services beyond that stated in this Agreement or that have been included within the Documentation and that any agreement by the County to provide such additional compensation shall be in the County's sole and absolute discretion.

2. Change Order Plan

The Change Order Plan will provide a detailed set of guidelines for the Change Order process that will be utilized during the project and will follow the high-level process defined below:

2.1 Change Proposed by the County

1. The County Project Manager may issue a Change Request to the Contractor Project Manager, which includes a detailed description of the proposed change and any requirements and/or design documentation that may be available. The change proposal will include user acceptance testing criteria.
2. The Contractor Project Manager will review and approve the Change Request and any corresponding requirements and/or design specifications and user acceptance testing criteria within five (5) County business days. If additional information is required, Contractor can return the Change Request to the County Project Manager for further information, to include a detailed list of issues that need clarification. Upon resubmission of the Change Request, the approval step starts over.
3. Contractor personnel will then prepare and submit a change order on the enhancement within five (5) County business days, to include costs and impact of the change upon the project schedule.
4. All changes resulting in a cost or schedule change will be submitted to the Department's Chief Engineer for review. The Department's Chief Engineer will review and approve/disapprove the change within ten (10) County business days, or as otherwise mutually agreed between the County and Contractor. Upon signature, approval of the change will include acceptance of modified project implementation dates.

2.2 Change Proposed by the Contractor

1. The Contractor Project Manager may propose a change by submitting request for change to the County Project Manager, describing the proposed change, reason for the change, costs, etc., and its impact upon the project schedule.
2. The County Project Manager will review the proposed change and approve the requirements/design specifications and user acceptance testing criteria within five (5) County business days. If the requirements/design specifications are incomplete or additional information is required, the County can return the proposal to the Contractor Project Manager for further information, to include a detailed list of issues that need clarification. Upon resubmission of the Proposal Request, the approval step starts over.
3. Contractor personnel will then prepare and submit a quotation on the enhancement within five (5) County business days, to include costs and impact of the change upon the project schedule.
4. All changes resulting in a cost or schedule change will be submitted to the Department's Chief Engineer for review. The Department's Chief Engineer will review and approve/disapprove the change within ten (10) County business days. The Purchasing Agent shall also review all changes to ensure compliance with the provisions set forth in the resulting agreement including but not limited to Compensation, Period of Performance (Term) and Alteration or Changes to the Agreement. The Purchasing Agent will review and approve/disapprove the change within ten (10) County business days. Upon signature of both the Chief Engineer and Purchasing Agent, approval of the change will include acceptance of modified project implementation dates.










PSA#924 Lamb Canyon Environmental Impact Reporting Services

Final Audit Report

2024-08-13

Created:	2024-08-13
By:	Bryce McManigal (BMcManigal@RIVCO.ORG)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMI26TcSFxGXjtiaixXLOVYHszh7OIF-Z

"PSA#924 Lamb Canyon Environmental Impact Reporting Services" History

-  Document created by Bryce McManigal (BMcManigal@RIVCO.ORG)
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-  Document emailed to mmcentee@chambersgroupinc.com for signature
2024-08-13 - 6:55:32 PM GMT
-  Email viewed by mmcentee@chambersgroupinc.com
2024-08-13 - 6:58:02 PM GMT
-  Signer mmcentee@chambersgroupinc.com entered name at signing as Mike McEntee
2024-08-13 - 7:50:32 PM GMT
-  Document e-signed by Mike McEntee (mmcentee@chambersgroupinc.com)
Signature Date: 2024-08-13 - 7:50:34 PM GMT - Time Source: server
-  Document emailed to Lisa Sanchez (lisanchez@rivco.org) for signature
2024-08-13 - 7:50:36 PM GMT
-  Email viewed by Lisa Sanchez (lisanchez@rivco.org)
2024-08-13 - 8:44:24 PM GMT
-  Document e-signed by Lisa Sanchez (lisanchez@rivco.org)
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