

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



ITEM: 15.1
(ID # 27005)

MEETING DATE:
Tuesday, May 06, 2025

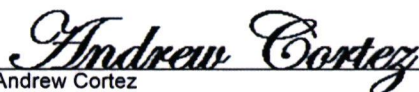
FROM : DEPARTMENT OF WASTE RESOURCES

SUBJECT: DEPARTMENT OF WASTE RESOURCES: Approve the Professional Service Agreement with IDS Group, Inc. for Lamb Canyon Landfill Architectural and Engineering Design Services for five (5) years; District 5. [Total Cost \$407,797 - Up to \$40,780 in additional compensation, Department of Waste Resources Enterprise Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Service Agreement with IDS Group, Inc. for the Lamb Canyon Landfill Architectural and Engineering Design Services for a total aggregate amount not to exceed \$407,797 for five years through May 6, 2030, and authorize the Chair 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 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 \$40,779.70; and (c) issue Purchase Orders for payment of services performed within the approved compensation amount.


ACTION:Policy


Andrew Cortez 4/9/2025

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: May 6, 2025
xc: Waste

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 165,495	\$242,302	\$ 407,797	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Department of Waste Resources Enterprise Funds			Budget Adjustment: No	
			For Fiscal Year: 24/25 – 30/31	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

The Department of Waste Resources (DWR) operates the Lamb Canyon Landfill (LCL) located near the City of Beaumont. Approximately forty-five (45) DWR employees are assigned to LCL and are currently using modular trailers/cargo-containers for workspace and break room facilities, many of these structures are outdated and nearing dilapidated conditions. Additionally, site staff currently use portable restroom facilities and park personal vehicles on unpaved areas. No permanent office spaces or restroom facilities currently exist at LCL.

DWR plans on constructing one centralized operations center for all site staff along with permanent restroom facilities, potable water and wastewater systems, paved parking areas for employee and DWR vehicles, and a solar panel array with battery energy storage system to provide emergency power for critical site systems. With future expansion, the LCL is expected to continue operating well into the latter half of the century, the new operations center and infrastructure improvements will be designed and sized appropriately to accommodate the expected service life of LCL. Construction for the project is anticipated to begin in 2026.

To date, the DWR has conducted preliminary engineering work to develop the site operation center floor plan, exterior views, site layout for infrastructure improvements, and detailed scope of work for the overall project. To aid in the preparation of approved plans and specifications for construction, the DWR needs the assistance of a design consultant to provide final architecture and engineering (structural, mechanical, & electrical) services. DWR's engineers will manage the design consultant and assist in the preparation of plans/bid documents, along with performing project management during all phases of the project. The DWR will coordinate with Facilities Management (FM) and Fire for all plan check and inspection services related to the completion of the site operations center.

As proposed, the IDS Group, Inc. (IDS) will perform the final architectural and engineering design services for the site operations center and infrastructure improvements, which include preparing design reports with all necessary engineering calculations, developing construction drawings, preparing technical specifications, coordination of plan check with FM and Fire, and providing as-needed support during the construction phase.

Impact on Residents and Businesses

The architectural and engineering design services will incorporate LEED (Leadership in Energy and Environmental Design) certification, a globally recognized green rating system for buildings that offer environmentally sustainable, efficient, and cost-saving buildings. The designs will

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STATE OF CALIFORNIA**

incorporate Energy Management System Plans for energy efficiency, water-saving and/or compatibility with renewable energy sources.

The proposed design services will not have a negative impact on residents or businesses.

Additional Fiscal Information

Budget for this work will be provided by DWR from Fund 40200, Department ID – 4500100000.

Contract History and Price Reasonableness

On September 19, 2024, Purchasing and Fleet Services (Purchasing) on behalf of the DWR released Request for Proposal (RFP) WMARC-471 for the Lamb Canyon Architectural and Engineering Design Services. The RFP was advertised publicly with notifications sent to over eighty (80) potential proposers and was advertised on the Purchasing website as well as PublicPurchase.com. A total of four (4) proposals were submitted in response to the RFP.


The proposals were reviewed by an evaluation team consisting of personnel from DWR and Purchasing. All four (4) proposals were reviewed and scored by an evaluation team based on the proposer's overall responsiveness to those requirements of the scope of service, overall cost to the county, experience and ability, references, and financial status. A comprehensive analysis was performed by County Purchasing and DWR. One proposer was disqualified due to non-responsiveness during the RFP process.

After diligent review of the submitted proposals and best and final offers, the DWR recommends that the award be given to IDS Group, Inc. as the lowest, most responsive and responsible proposer meeting the County's needs. The proposals' best and final offers ranged from \$407,797 to \$1,298,000 by factoring pricing for the required design services, as-needed design services and as-needed support during construction.

**ATTACHMENT A. PROFESSIONAL SERVICE AGREEMENT FOR LAMB CANYON
ARCHITECTURAL AND ENGINEERING DESIGN SERVICES**


Melissa Curtis, Deputy Director of Purchasing and Fleet

4/22/2025


Jason Farin, Principal Policy Analyst

4/30/2025


Aaron Gettis, Chief of Deputy County Counsel

4/22/2025

PROFESSIONAL SERVICE AGREEMENT

for

**ARCHITECTURAL AND ENGINEERING DESIGN SERVICES
FOR THE SITE OPERATIONS OFFICE AND UTILITY INFRASTRUCTURE IMPROVEMENTS
PROJECT AT LAMB CANYON SANITARY LANDFILL**

between

COUNTY OF RIVERSIDE

and

IDS GROUP, INC.



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This Agreement is made and entered into this ____ day of _____, 2025, by and between IDS GROUP, INC., a California corporation (herein referred to as "CONSULTANT"), 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 CONSULTANT 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 CONSULTANT represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONSULTANT 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 CONSULTANT affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONSULTANT agrees it can properly perform this work at the prices stated in Exhibit B. CONSULTANT is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONSULTANT's performance under this Agreement does not operate as a release of CONSULTANT'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 May 6, 2030, unless terminated earlier. CONSULTANT 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 CONSULTANT for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONSULTANT shall not exceed a total aggregate amount of \$407,797.00 including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONSULTANT'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 CONSULTANT 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 CONSULTANT shall be paid only in accordance with an invoice submitted to COUNTY by CONSULTANT 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 CONSULTANT only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. For this Agreement, send the original invoices to:

RIVERSIDE COUNTY DEPARTMENT OF WASTE RESOURCES

ATTN: ACCOUNTS RECEIVABLE

14310 FREDERICK STREET

MORENO VALLEY, CA 92553

- 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 1234; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

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

immediately notify CONSULTANT 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 designee are 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 CONSULTANT for additional payment related to this Agreement shall be made in writing by the CONSULTANT within 30 days of when the CONSULTANT has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONSULTANT. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONSULTANT pursuant to the claim. Nothing in this section shall excuse the CONSULTANT 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 CONSULTANT stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONSULTANT's default, if CONSULTANT 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, CONSULTANT 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 CONSULTANT's performance up to the date of termination in accordance with this Agreement.

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

5.6 If the Agreement is federally or State funded, CONSULTANT cannot be debarred from the System for Award Management (SAM). CONSULTANT must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central CONSULTANT 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 CONSULTANT agrees that all materials, reports or products in any form, including electronic, created by CONSULTANT for which CONSULTANT 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. CONSULTANT 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 CONSULTANT

7.1 The CONSULTANT 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 CONSULTANT's performance under this Agreement. The CONSULTANT further covenants that no person or subconsultant having any such interest shall be employed or retained by CONSULTANT under this Agreement. The CONSULTANT agrees to inform the COUNTY of all the CONSULTANT's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONSULTANT 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 CONSULTANT is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONSULTANT 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 CONSULTANT shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONSULTANT's conformity with the terms of this Agreement. If any services performed or products provided by CONSULTANT are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONSULTANT 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 CONSULTANT 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 CONSULTANT any costs incurred by the COUNTY because of the CONSULTANT's failure to perform.

8.2 CONSULTANT 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 CONSULTANT's performance under this Agreement at any time, upon reasonable notice to the CONSULTANT.

9. Independent CONSULTANT/Employment Eligibility

9.1 The CONSULTANT is, for purposes relating to this Agreement, an independent CONSULTANT and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONSULTANT (including its employees, agents, and subconsultants) 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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. CONSULTANT 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. CONSULTANT 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 CONSULTANT shall screen prospective Covered Individuals prior to hire or engagement. CONSULTANT shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONSULTANT 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 CONSULTANT 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 CONSULTANT immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONSULTANT 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 CONSULTANT 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 CONSULTANT becomes aware that a Covered Individual has become an Ineligible Person, CONSULTANT

shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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

CONSULTANT 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. CONSULTANT 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 CONSULTANT 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 CONSULTANT; and COUNTY shall in no way be responsible to CONSULTANT for other entities' purchases.

14. Non-Discrimination

CONSULTANT 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

CONSULTANT 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 CONSULTANT's costs related to this Agreement. All such books, documents and records shall be maintained by CONSULTANT for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONSULTANT shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONSULTANT 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 CONSULTANTs, subconsultants or suppliers in advance of official announcement.

16.2 The CONSULTANT 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 CONSULTANT shall not use such information for any purpose other than carrying out the CONSULTANT's obligations under this Agreement. The CONSULTANT shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONSULTANT 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 CONSULTANT 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

CONSULTANT

IDS GROUP, INC.

1 PETERS CANYON ROAD, SUITE 130

IRVINE, CA 92606

PRINCIPAL ARCHITECT

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 CONSULTANT(s) form **DE 542** to the Employment Development Department. The CONSULTANT 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 CONSULTANT to timely submit the data and/or certificates required may result in the contract being awarded to another CONSULTANT. In the event a contract has been issued, failure of the CONSULTANT 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 CONSULTANT has any questions concerning this reporting requirement, please call (916) 657-0529. CONSULTANT 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 CONSULTANT 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 CONSULTANT, its officers, employees, subconsultants, 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. CONSULTANT 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 CONSULTANT, CONSULTANT 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 CONSULTANT indemnification to Indemnitees as set forth herein.

21.3 CONSULTANT'S obligation hereunder shall be satisfied when CONSULTANT 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 CONSULTANT'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

21.5 Indemnity for Design Professional Services. To the fullest extent permitted by Applicable Law, CONSULTANT 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 CONSULTANT or its Subconsultants, 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 Indemnatee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnatee to the extent not required under the provisions of this section. CONSULTANT 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 CONSULTANT 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 CONSULTANT. The cost for defense shall apply whether or not CONSULTANT is a party to the lawsuit, and shall apply whether or not CONSULTANT 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 CONSULTANT.

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

CONSULTANT 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 Subconsultant, of every Tier.

CONSULTANT's indemnification obligations under this Agreement shall not be limited by the amount or type of damages, compensation or benefits payable under any policy of insurance, workers' compensation acts, disability benefit acts or other employee benefit acts.

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 CONSULTANT'S obligation to indemnify or hold the COUNTY harmless, CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

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

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

D. Professional Liability

CONSULTANT shall maintain Professional Liability Insurance providing coverage for the CONSULTANT's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONSULTANT's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue

through the term of this Agreement and CONSULTANT shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONSULTANT has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

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 CONSULTANT 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, CONSULTANT'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

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

copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier 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 CONSULTANT'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

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 CONSULTANT has become inadequate.

6) CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subconsultants 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) CONSULTANT 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 CONSULTANT 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 CONSULTANT receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONSULTANT 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 CONSULTANT.

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

23.5 CONSULTANT 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 CONSULTANT warrants that it has good title to all materials or products used by CONSULTANT 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 CONSULTANT in the CONSULTANT's performance under this Agreement, including, if stated in the Agreement, providing the CONSULTANT with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONSULTANT shall comply with all applicable Federal, State and local laws and regulations. CONSULTANT 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 CONSULTANT shall comply with the more restrictive law or regulation.

23.9 CONSULTANT 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 CONSULTANT 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

By: 
V. Manuel Perez, Chair
Board of Supervisors

Dated: MAY 06 2025

ATTEST:

Kimberly Rector
Clerk of the Board

By: 
Deputy

Dated: MAY 06 2025

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: 
Lisa Sanchez
Deputy County Counsel

Dated: 04/11/2025

IDS GROUP, INC., a California
corporation

By: 
Said Hilmy
Chief Executive Officer

Dated: 04/10/2025

By: 
Rami Elhassan
Secretary and Chief Financial Officer

Dated: 04/11/2025

EXHIBIT “A”

SCOPE OF WORK

1.0 PROJECT DESCRIPTION

The Riverside County Department of Waste Resources (RCDWR) plans on constructing a permanent field office that will centralize the LCL operation staff’s office and breakroom areas and provide permanent restroom facilities. Within the operations compound, select existing trailers and offices will be demolished and disposed of, and pavement is planned to be installed within the project area. Thermoplastic striping will be applied to the new pavement to direct traffic and designate parking spaces.

In addition, RCDWR plans on installing a pre-fabricated restroom facility in the LCL Waste Recycle Park (WRP), providing site solar power generation and battery energy storage system to supply LCL electrical equipment, updating the Fleet Maintenance Facility water storage and treatment system, and designing potable water, fire suppression, and on-site septic systems for new structures. Construction is planned to begin early 2026.

2.0 DESIGN REFERENCES AND STANDARDS

All design and engineering services shall be performed in compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances, including, without limitation, all applicable requirements of the most current versions of the following design references and standards:

- California Buildings Standard Code
- California Fire Code (CFC)
- Americans with Disabilities Act (ADA)
- National Fire Codes (NFPA)
- Leadership in Energy and Environmental Design (LEED)
- All civil, structural, mechanical and electrical designs will follow standards such as the American Society of Civil Engineers (ASCE), American Concrete Institute (ACI) and National Electrical Code (NEC)
- All other state and local regulations as required

3.0 PROJECT TASKS

Task 1 – Provide Engineering Design Services:

CONSULTANT shall provide a full set of design reports, design drawings, and all necessary project technical specifications for the Field Office Building, WRP Pre-Fabricated Restroom, Site Solar Power Generation and Battery Energy Storage System, and Water System Evaluation. Technical Specifications for all sections of the work shall utilize the Construction Specifications Institute (CSI) master format.

CONSULTANT shall prepare all final documents incorporating all comments from previous reviews.

Design drawings shall be plotted electronically to PDF in 11"x17" and 22"x34" sizes.

Design Reports

CONSULTANT shall provide design reports and calculations to support design recommendations for the proposed improvements and shall include, but is not limited to:

- Geotechnical Exploration and Design Report that contains:
 - Exploration and Laboratory Testing Summary
 - Regional Geology
 - Hydrogeology and Groundwater
 - Geologic Hazard Assessment
 - Foundation Design Recommendations
 - Pavement Design Recommendations
- Structural Design Calculations
- Civil Design Report that contains:
 - Septic System Sizing and Design Calculations (for New and Existing Systems)
 - Potable Water System Sizing and Design Calculations
 - Contaminated Water Storage and Treatment System Design Calculations
- Mechanical Design Report that contains:
 - HVAC Sizing and Design Calculations
- Electrical Design Report that contains:
 - Electrical Load Calculation Report
 - Energy Audit Report,
 - Electrical Code Compliance Report
 - Fault Current Analysis
 - Voltage Drop Analysis

- Environmental Impact Assessment
- Grid Interconnection Study.
- Backup and Emergency Power Supply System Design Report
- Fire Suppression System Design Report that contains:
 - Fire Suppression System Design Calculations

Structures shall be designed to withstand design earthquake and wind loads per the requirements of the governing design standards. Structures shall be equipped with air conditioning, heating, and fire suppression systems that include emergency doors, alarms, fire extinguishers, safety lighting, and signage. Structures shall be ADA-compliant and accessible by wheelchair. Back-Up Energy Storage System Design Report to supply power to New Office, Existing Gate Fee Building and Scales, Fleet Maintenance Building lighting and Fuel pump, and other key equipment elements for 72 hours. Structural calculations must be stamped by a California Registered Structural Engineer. Geotechnical reports must be stamped by a California Registered Geotechnical Engineer or Engineering Geologist. Structural Design calculations must be stamped by a California registered Structural Engineer. Civil Design reports must be stamped by a California Registered Civil Engineer. Electrical Design reports must be stamped by a California Registered Electrical Engineer. Mechanical reports must be stamped by a California Registered Mechanical Engineer. Fire Suppression Design and Report must be stamped by a California Licensed Fire Protection Engineer.

Design Drawings

A full set of final design drawings shall consist of, but is not limited to:

Architectural Drawings:

1. Site Plan showing building locations on site, Parking areas, Landscaping features, Accessibility features, Sustainability features, and other amenities;
2. Views of Elevations, Profiles, and other angles to highlight architecture and Facade details including Three-Dimensional Renderings;
3. Demolition Plan which shows Utility disconnect, Safety Limits, Ingress/Egress routes;
4. Floor Plans demonstrating layout of rooms, corridors, and entrances/exits;
5. Interior layouts and details including partitions, furniture layouts, and material finishes, Finish schedules;
6. Sections to show Ceiling and Floor heights and/or changes and key Structural elements;

7. Landscaping/Hardscaping details which identify elements around the building and adjacent structures and/or paths;
8. Details providing Close-up views of specific elements including but not limited to: doors, windows, millwork, and finishes;
9. Construction notes and Specifications to match Detail materials, finishes, construction methods, and other related requirements;

Structural Drawings:

1. Foundation Plans and Footing Details, based on Geotechnical Investigation and Structural Calculations, showing layout and dimensions of foundations and Correction methods;
2. Floor Framing Plans and Details illustrating Framing system used and Floor beam, column, and joist types and locations;
3. Roof Framing Plans detailing Roof Framing system used, Truss type and location, and Rafter location;
4. Wall Sections Including Cross-Sectional Views of Exterior and Interior Walls and Details of materials and Construction Method;
5. Structural Details including all structural connections such as beams to columns and walls to floors;
6. Structural Schedule listing sizes, types, quantities, and locations of Structural components;
7. Reinforcement Details demonstrating layout and sizing of Reinforcing steel in concrete elements such as slabs, beams, and columns;
8. Details providing Close-up views of specific elements to indication construction methods to be used;
9. Special plans detailing any unique or specialized structural elements including but not limited to: large openings, atriums, staircases, or skylights;
10. Construction Notes and Specifications to match Detail materials, finishes, construction methods, and other related requirements;

Electrical Drawings:

1. Power Plan providing layout of electrical circuits, outlets, switches, and panels;
2. Lighting Plans detailing types and locations of Lighting fixtures and Emergency lighting;
3. Wiring Diagrams illustrating routing and connections of wires, branch circuits, Circuit feeders, and distribution panels;
4. Electrical Riser diagrams providing vertical views of the distribution of power from main service to new construction and to existing construction;

5. Equipment Schedule specifying equipment types and locations including but not limited to: panels, transformers, switches, and outlets;
6. Emergency Backup Power system detailing the layout and connection of the Battery Energy Storage System (BESS) to the new office, existing Gate Fee Booth, existing Fleet Maintenance Facility, Fire alarm and Life Safety system, and other key operational equipment pieces;
7. Fire alarm and Life Safety system plans and details specifying types and locations of smoke detectors, Emergency Exit signs, Pull stations, and other components;
8. Communication and Data system illustrating layout and locations for Communications and Data cables, Network outlets, Phone lines, and other mediums;
9. Details providing Close-up views of specific elements to indication construction methods to be used;
10. Coordination drawings showing Electrical components in relation to other systems such as HVAC, Plumbing, Structural elements, and others to ensure no conflicts with other systems;
11. Construction notes and Specifications to match Detail materials, construction methods, and other related requirements;

Mechanical Drawings:

1. HVAC System Plan detailing the layout of equipment including but not limited to: Air handling units, ductwork, diffusers, and thermostats;
2. Exhaust and Ventilation plans illustrating the routing and locations of exhaust ducts, fans, and vents for restrooms, kitchens and other areas requiring ventilation or air circulation;
3. Equipment Schedule specifying equipment types and locations;
4. Details providing Close-up views of specific elements to indicate materials or construction methods to be used;
5. Coordination drawings showing Mechanical components in relation to other systems such as Electrical, Plumbing, Structural elements, and others to ensure no conflicts with other systems;
6. Construction Notes and Specifications to match Detail Materials, construction methods, and other related requirements;

Plumbing Drawings:

1. Plumbing plans which show layout/location of equipment, piping, and plumbing fixtures including but not limited to: sinks, toilets, showers, water heaters, hot and cold water supply, drainage pipes, vent pipes;

2. Details providing Close-up views of specific elements to indicate materials or construction methods to be used;
3. Coordination drawings showing Plumbing components in relation to other systems such as Electrical, Mechanical, Structural elements, and others to ensure no conflicts with other systems;
4. Construction notes and Specifications to match Detail materials, construction methods, and other related requirements;

Fire Protection Drawings:

1. Floor Plans showing layout and locations of equipment, piping, tanks, valves, connections, and other related fixtures;
2. Fire Alarm Diagrams illustrating integration to power and water supply and Back-Up Energy Storage System (B.E.S.S.);
3. Fire Protection Equipment Schedule specifying location and types of equipment including but not limited to: Notification appliances, Sprinklers, Pull stations, Emergency lights and signs, Smoke detectors, Heat detectors, Fire extinguishers, Storage tanks, and Fire Department connections;
4. Details providing Close-up views of specific elements to indicate materials or construction methods to be used;
5. Construction Notes and Specification to match Detail materials, construction methods, and other relation requirements;

Civil Drawings:

1. Site plans demonstrating the layout of the building on site, property line limits, setback limits, parking areas, driveways, sidewalks, landscaping, Signage, Outdoor Lighting fixtures, relation to Structural elements, and stormwater management features such as Retention ponds, bioswales or others;
2. Accessibility features to be detailed in a manner that ensures compliance with ADA codes and standards which included and are not limited to ramps, parking spaces, sidewalks, and others;
3. Grading and Drainage plans detailing the grading of the site to ensure drainage away from the building and towards stormwater management features highlighting which are existing or to be constructed;
4. Utility plans illustrating the location and layout of underground utilities such as water supply lines, sanitary sewage lines and/or septic system, stormwater drainage pipes and features, natural gas lines and tanks, and relation to Electrical conduits/raceways;

5. Erosion Control plans showing measure to prevent soil erosion during construction including but not limited to silt fences, erosion control blankets, and sediment traps;
6. Roadway and Access plans showing phases for construction and/or paving to ensure safe access in and out of site and for use in the event of an emergency;
7. Landscaping plans detailing the placement and types of vegetation, their planting details, and irrigation system;
8. Details providing Close-Up views of specific elements to indicate materials or construction methods to be used;
9. Coordination drawings showing Civil elements in relation to other systems such as Electrical, Mechanical, Plumbing, Structural elements, and others to ensure no conflicts with other systems;
10. Construction Notes and Specifications to match Detail materials, construction methods, and other related requirements;

Solar/Battery Backup/EV Charging Drawings:

1. Solar Power System drawings identifying locations and layout of elements including but not limited to Photovoltaic modules (solar panels), Mounting structures, inverters, Racking and wiring, Charge controllers, monitoring and control systems, and meters;
2. Battery Energy Storage System (B.E.S.S.) plans identifying locations of equipment including but not limited to: storage location, control and distribution equipment, inverter, transformers, and others;
3. E-Vehicle Charging Stations drawings identifying locations and layout of elements including but not limited to charging stations, parking spaces, charging bays, wiring and conduits, connection to stations power supply, adjacent safety equipment, signage and marking, and others;
4. Fire Protection Equipment Schedule specifying location and types of equipment including but not limited to: Notification appliances, Sprinklers, Pull stations, Emergency lights and signs, Smoke detectors, Heat detectors, Fire extinguishers, Storage tanks, and Fire Department connections;
5. Coordination drawings showing Solar/B.E.S.S./EV Charging elements in relation to other systems such as Electrical, Mechanical, Plumbing, Structural elements, and others to ensure no conflicts with other systems;
6. Details providing Close-Up views of specific elements to indicate materials or construction methods to be used;

7. Construction Notes and Specifications to match Detail materials, construction methods, and other related requirements;

LEED Certification:

1. Breakdown of Accumulated Points within LEED Scorecard for a Minimum of Silver Rating;
2. Energy Management System Plans detailing layout and connections of Energy Management systems including but not limited to: sensors, controls, and monitoring devices which are to be coordinated with systems like Electrical, Mechanical, Plumbing, Solar and Back-up Energy Supply;
3. Ensure that all equipment used is energy efficient, water saving, and/or compatible with renewable energy sources;
4. Coordination drawings showing LEED elements in relation to other systems such as Electrical, Mechanical, Plumbing, Structural elements, and others to ensure no conflicts with other systems;
5. Details providing Close-Up views of specific elements to indicate materials or construction methods to be used;
6. Construction Notes and Specifications to match Detail materials, construction methods, and other related requirements;

General notes sheets for all drawings to include and not limited to: legends, symbols key, and list of abbreviations and their meanings. CONSULTANT shall meet with the RCDWR to discuss changes or modifications prior to scheduling planned reviews for 50% and 75% completed Drawings with the Department for acceptance.

RCDWR shall furnish existing supplemental data, including: existing geotechnical reports, site utility as-builts, and project site maps..

Documents shall be provided in the following formats:

Construction Documents	Electronic Formats	Hardcopy Formats
Design Drawings	AutoCAD & PDF	Full-Size Paper (ANSI D)
Technical Specifications	PDF & MS-Word	N/A
Supplemental Design Reports	PDF	N/A
Design Calculations	PDF	N/A
Written Responses to Review Comments	PDF & MS-Excel	N/A

Task 2 – Provide Final Design Drawings and Technical Specifications:

CONSULTANT shall provide a full set of final design drawings and all necessary project technical specifications. Technical Specifications for all sections of the work shall utilize the Construction Specifications Institute (CSI) Master format. The CONSULTANT shall prepare all final documents incorporating all comments from previous reviews. Final design drawings shall be plotted electronically to PDF in 11"x17" and 22"x34" sizes. All plans shall be signed by the engineer in responsible charge licensed in the State of California and be in final form, ready for reproduction.

Design Permitting Phase:

Task 3 – Coordinate Plan Check with Local Governing Agencies:

CONSULTANT shall coordinate submission of four (4) hard copies of the full set of design drawings (22" x 34") and one (1) copy of the technical specifications, supplemental design reports, and design calculations to the Riverside County Department of Facilities Management (RC-FM) for permit review.

CONSULTANT shall coordinate submission of four (4) hard copies of the full set of design drawings (22" x 34") and one (1) copy of the technical specifications, supplemental design reports, and design calculations to the Riverside County Department of Information Technology (RC-IT) for permit review. In addition, the CONSULTANT shall coordinate submission of three (3) hard copies of the full set of design drawings (22" x 34") to the Riverside County Fire Department (RC-FD) for permit review. The CONSULTANT shall monitor the permit process and shall incorporate any changes or adjustments required by RC-FM and/or RC-FD. CONSULTANT shall issue any such changes to RCDWR for its review and approval. Written responses to plan check comments shall be submitted to the RCDWR for review prior to resubmittal of the design drawings. Updates/Revisions to design drawings shall be tracked using the cloud and delta method. RCDWR shall be responsible for completing permit applications and paying all applicable fees. Subsequent to obtaining the necessary building permits, the CONSULTANT shall prepare one (1) or more (hardcopy) sets of red-stamped, "issued for construction" documents as well as provide a digital copy of the documents to RCDWR for distribution.

Optional Task 4 – Provide As-Needed Support During Design Phase:

CONSULTANT shall provide as-needed engineering or design support during the design phase if necessary, during design on a Time and Material (T&M) basis. CONSULTANT has provided hourly rates for all anticipated staff that potentially could be designated to provide technical review or design support during

project design for additional items/systems, not included as part of this AGREEMENT., and as required under the Department's direction within Exhibit B.

Optional Task 5 – Provide As-Needed Support During Construction Phase:

CONSULTANT shall provide as-needed engineering or construction support during the construction if necessary, during construction on a time and material basis. CONSULTANT's hourly rates for all anticipated staff that potentially could be designated to provide technical review support during project construction have been provided in Exhibit B.

4.0 SCHEDULE OF SERVICES AND DELIVERABLES

Task Item	Deliverables	Submittal Timeframe
Task 1 – Provide Engineering Design Services	<ul style="list-style-type: none"> ➤ Design Reports ➤ Initial set of Construction Drawings (Drawings 50% Complete) ➤ Modified set of construction Drawings (Drawings 75% Complete) 	<ul style="list-style-type: none"> ➤ Design reports and Initial Drawing set within 60 Calendar Days of Contract execution. ➤ Modified Drawing set within 30 Calendar days of Acceptance of Initial Drawings
Task 2 – Provide Final Design Drawings and Technical Specifications	<ul style="list-style-type: none"> ➤ Final Design Drawings – Plan Check ready (Drawings 90% Complete) ➤ Technical Specifications 	Within 30 Calendar Days of Completion of Task 1
Task 3 – Coordinate Plan Check with Local Governing Agencies	<ul style="list-style-type: none"> ➤ Red Stamped, “Issued for Construction” Documents (Drawings 100% Complete) 	Within 30 Calendar Days of Completion of Task 2
Task 4 – Provide As-Needed Support During Construction Design Phase Services	N/A	As-Needed
Task 5 – Provide As-Needed Support During Construction Phase	N/A	As-Needed

5.0 CHANGE ORDERS

A change order is a mutually agreed upon written order to CONSULTANT, approved and signed by the COUNTY Project Manager and Purchasing Agent, and CONSULTANT'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 CONSULTANT. Only those change orders that are duly signed and approved by the COUNTY and by CONSULTANT 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. CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT. 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, CONSULTANT will deliver the change under the terms of this Agreement for the fixed price.

CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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), CONSULTANT 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 CONSULTANT cost impact before the corresponding work is done by CONSULTANT. Notwithstanding the foregoing, CONSULTANT acknowledges that this Agreement provides for a fixed project cost and CONSULTANT 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.

5.1. 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:

5.1.1 Change Proposed by the COUNTY

1. The COUNTY Project Manager may issue a Change Request to the CONSULTANT 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 CONSULTANT 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, CONSULTANT 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. CONSULTANT 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 CONSULTANT. Upon approval, the Department's Chief Engineer shall sign the change order.
5. The COUNTY Purchasing Agent and/or their designee shall review, approve/disapprove the change within ten (10) COUNTY business days, or as otherwise mutually agreed between the COUNTY and CONSULTANT. Upon signature, approval of the change will include acceptance of modified project implementation dates.

5.1.2 Change Proposed by the CONSULTANT

1. The CONSULTANT 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. The change proposal will include user acceptance testing criteria.

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 CONSULTANT 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. CONSULTANT personnel will then prepare and submit a bid 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. Upon approval, the Department's Chief Engineer shall sign the change order.
5. The COUNTY Purchasing Agent and/or their designee shall review, approve/disapprove the change within ten (10) COUNTY business days, or as otherwise mutually agreed between the COUNTY and CONSULTANT. Upon signature, approval of the change will include acceptance of modified project implementation dates.

EXHIBIT “B”**PAYMENT PROVISIONS**

Task Item	Estimated Cost
<p>Task 1 – Provide Engineering Design Services</p> <ul style="list-style-type: none"> • Explorations, Investigations, Design Reports, and Preliminary (50% Construction) Drawings and Specifications • Investigations, Design Reports, and Drawings required for: <ul style="list-style-type: none"> • Architectural • Structural • Electrical • Mechanical • Plumbing • Fire Suppression System • Civil • Geotechnical • Solar • LEED Scorecard Analysis 	\$ 165,495.00
<p>Task 2 – Provide Final Design Drawings and Technical Specifications</p> <ul style="list-style-type: none"> • Planned review for 90% completed Drawings. Drawings to be submitted to Plan Check and Local Governing Agencies for Redline review. 	\$ 131,094.00
<p>Task 3 – Coordinate Plan Check with Local Governing Agencies</p> <ul style="list-style-type: none"> • Redline review comments addressed and approval from Plan Check and Local Governing Agencies received. 	\$ 25,408.00
USGBC Fees for LEED Certification	\$ 5,800.00
<p>Task 4 – Provide As-Needed Design Services</p> <p>CONSULTANT shall provide additional Design services, only by advanced written authorization from the COUNTY. The CONSULTANT, at the COUNTY’S request, shall submit a detailed written proposal including a description of the following:</p> <ul style="list-style-type: none"> • Scope of Design Services • Schedule • Level of Effort • CONSULTANT’s proposed maximum compensation, including reimbursable expense for such services based on the rates set in the CONSULTANT’s Fee Schedule. 	Shall not exceed \$30,000.00 in total
<p>Task 5 – Provide As-Needed Support during Construction</p> <p>Consultant shall provide additional services, only by advanced written authorization from the COUNTY. The CONSULTANT, at the COUNTY’S request, shall submit a detailed written proposal including a description of the following:</p> <ul style="list-style-type: none"> • Scope of Services • Schedule • Level of Effort • CONSULTANT’s proposed maximum compensation, including reimbursable expense for such services based on the rates set forth by the CONSULTANT’s Fee Schedule. 	

The additional services scope, schedule and maximum compensation shall be negotiated and agreed in writing by the COUNTY prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement.	Shall not exceed \$50,000.00 in total
Grand Total	\$407,797.00

PROJECT TASKS PRICING SUMMARY

* CONSULTANT's Role/Classification Breakdown:

- P = Principal
- Est. = Estimator
- PM = Project Manager
- PA = Principal Architect
- JC = Job Captain
- Sr CAD = Senior CAD Designer
- Sr Eng = Senior Engineer
- P Eng = Principal Engineer

Staff Allocations per Discipline:	Architecture / Estimation						
Role/Classifications*:	P	EST.	PM	PA	JC	Sr CAD	Subtotal
Hourly Rate:	\$ 240	\$ 180	\$ 202	\$ 180	\$ 135	\$ 121	
Tasks 1: Design Services							
Construction Documents Architectural 60% (Total Estimated CONSULTANT Hours)	1	8	8	24	32	24	97
Finalized Cost Estimate (Total Estimated CONSULTANT Hours)		8			1		9
<i>Subtotal - Hours</i>	1	16	8	24	33	24	106
<i>Subtotal - Fee</i>	\$240	\$2,880	\$1,616	\$4,320	\$4,455	\$2,904	\$16,415
Tasks 2: Provide Final Design Drawings and Technical Specifications							
Construction Documents Architectural 90% (Total Estimated CONSULTANT Hours)	1	4	16	20	32	32	105
Incorporate Client's Comments (Total Estimated CONSULTANT Hours)			1	2		8	11
Cost Estimate (Total Estimated CONSULTANT Hours)		8	1				9
<i>Subtotal - Hours</i>	1	12	18	22	32	40	125
<i>Subtotal - Fee</i>	\$240	\$2,160	\$3,636	\$3,960	\$4,320	\$4,840	\$19,156

Task 3: Permit/Back Checks						
Submit to Plan check (Total Estimated CONSULTANT Hours)		8	8		8	24
<i>Subtotal - Hours</i>	0	8	8	0	8	24
<i>Subtotal - Fee</i>	0	\$1,440	\$1,616	\$0	\$1,080	\$4,136
<i>Total - Hours by IDS</i>	2	36	34	46	73	255
<i>Total Architecture / Estimation - Fee by IDS</i>	\$480	\$3,600	\$6,868	\$8,280	\$9,855	<u>\$39,707</u>

Staff Allocations per Discipline:	Structural				
Role/Classifications*:	P	Sr Eng.	P Eng.	Sr CAD	Subtotal
Hourly Rate:	\$ 225	\$ 190	\$ 180	\$ 121	
Tasks 1: Design Services					
Construction Documents Architectural 60% (Total Estimated CONSULTANT Hours)	1	32	24	40	97
Cost Estimate (Total Estimated CONSULTANT Hours)		1			1
<i>Subtotal - Hours</i>	1	33	24	40	98
<i>Subtotal - Fee</i>	\$225	\$6,270	\$4,320	\$4,840	\$15,655
Tasks 2: Provide Final Design Drawings and Technical Specifications					
Construction Documents Architectural 90% (Total Estimated CONSULTANT Hours)		40	24	48	112
Incorporate Client's Comments (Total Estimated CONSULTANT Hours)		1		8	9
Cost Estimate (Total Estimated CONSULTANT Hours)		2			2
<i>Subtotal - Hours</i>	0	43	24	56	123
<i>Subtotal - Fee</i>	\$0	\$8,170	\$4,320	\$6,776	\$19,266
Task 3: Permit/Back Checks					
Submit to Plan check		8			8
<i>Subtotal - Hours</i>	0	8	0	0	8
<i>Subtotal - Fee</i>	\$0	\$1,520	\$0	\$0	\$1,520
<i>Total - Hours by IDS</i>	1	84	24	56	229
<i>Total Structural - Fee by IDS</i>	\$225	\$15,960	\$8,640	\$11,616	<u>\$36,441</u>

Staff Allocations per Discipline:	Electrical				
Role/Classifications*:	P	Sr Eng.	P Eng.	Sr CAD	Subtotal
Hourly Rate:	\$ 225	\$ 190	\$ 150	\$ 121	
Tasks 1: Design Services					
Construction Documents Architectural 60% (Total Estimated CONSULTANT Hours)	1	24		32	57
Cost Estimate (Total Estimated CONSULTANT Hours)		1			1
<i>Subtotal - Hours</i>	1	25	0	32	58

<i>Subtotal - Fee</i>	\$225	\$4,750	\$0	\$3,872	\$8,847
Tasks 2: Provide Final Design Drawings and Technical Specifications					
Construction Documents Architectural 90% (Total Estimated CONSULTANT Hours)		36		41	77
Incorporate Client's Comments (Total Estimated CONSULTANT Hours)		2		8	10
Cost Estimate (Total Estimated CONSULTANT Hours)		2			2
<i>Subtotal - Hours</i>	\$0	40	0	49	89
<i>Subtotal - Fee</i>	\$0	\$7,600	0	5,929	\$13,529
Task 3: Permit/Back Checks					
Submit to Plan check		8			8
<i>Subtotal - Hours</i>	0	8	0	0	8
<i>Subtotal - Fee</i>	\$0	\$1,520	\$0	\$0	\$1,520
<i>Total - Hours by IDS</i>	0	48	0	49	155
Total Electrical - Fee by IDS	\$225	\$13,870	\$0	\$9,801	\$23,896
Staff Allocations per Discipline:	Mechanical/Plumbing				
Role/Classifications*:	P	Sr Eng.	P Eng.	Sr CAD	Subtotal
Hourly Rate:	\$ 225	\$ 190	\$ 180	\$ 121	
Tasks 1: Design Services					
Construction Documents Architectural 60% (Total Estimated CONSULTANT Hours)	1	8	28	50	87
Cost Estimate (Total Estimated CONSULTANT Hours)					
<i>Subtotal - Hours</i>	1	8	28	50	87
<i>Subtotal - Fee</i>	\$225	\$1,520	\$5,040	\$6,050	\$12,835
Tasks 2: Provide Final Design Drawings and Technical Specifications					
Construction Documents Architectural 90% (Total Estimated CONSULTANT Hours)		24	46	60	130
Incorporate Client's Comments (Total Estimated CONSULTANT Hours)		2		8	10
Cost Estimate (Total Estimated CONSULTANT Hours)		2			2
<i>Subtotal - Hours</i>	0	28	46	68	142
<i>Subtotal - Fee</i>	\$0	\$5,320	\$8,280	\$8,228	\$21,828
Task 3: Permit/Back Checks					
Submit to Plan check (Total Estimated CONSULTANT Hours)		8			8
<i>Subtotal - Hours</i>	0	8	0	0	8
<i>Subtotal - Fee</i>	\$0	\$1,520	\$0	\$0	\$1,520
<i>Total - Hours by IDS</i>	0	36	46	68	237
Total Mechanical/Plumbing - Fee by IDS	\$225	\$8,360	\$13,320	\$14,278	\$36,183

Staff Allocations per Discipline:	Civil				
Role/Classifications*:	P	Sr Eng.	P Eng.	Sr CAD	Subtotal
Hourly Rate:	\$ 225	\$ 190	\$ 180	\$ 121	
Tasks 1: Design Services					
Construction Documents Architectural 60% (Total Estimated CONSULTANT Hours)	8	78	80	108	274
Cost Estimate (Total Estimated CONSULTANT Hours)			8	8	16
<i>Subtotal - Hours</i>	8	78	88	116	290
<i>Subtotal - Fee</i>	\$1,800	\$14,820	\$15,840	\$14,036	\$46,496
Tasks 2: Provide Final Design Drawings and Technical Specifications					
Construction Documents Architectural 90% (Total Estimated CONSULTANT Hours)	4	60	40	60	164
Incorporate Client's Comments (Total Estimated CONSULTANT Hours)	2	8	16	32	58
Cost Estimate (Total Estimated CONSULTANT Hours)		2	4	6	12
<i>Subtotal - Hours</i>	6	70	60	98	234
<i>Subtotal - Fee</i>	\$1,350	\$13,300	\$10,800	\$11,858	\$37,308
Task 3: Permit/Back Checks					
Submit to Plan check (Total Estimated CONSULTANT Hours)	4	16	36	52	108
<i>Subtotal - Hours</i>	4	16	36	52	108
<i>Subtotal - Fee</i>	\$900	\$3,040	\$6,480	\$6,292	\$16,712
<i>Total - Hours by IDS</i>	10	86	96	150	632
Total Civil - Fee by IDS	\$4,050	\$31,160	\$33,120	\$32,186	\$100,516

Staff Allocations per Discipline:	Consultants				
Subconsultant Name	Associated Soils Engineering	Pacific Fire Engineering	Verdical Group, Inc.	Verdical Group, Inc.	
Role/Classifications:	GeoTech.	Fire Sprinkler	LEED Certification	LEED Commissioning	Subtotal
Hourly Rate:					
Tasks 1: Design Services					
Construction Documents Architectural 60% (Total Estimated CONSULTANT Hours)					
Cost Estimate (Total Estimated CONSULTANT Hours)					
<i>Subtotal - Hours</i>					

<i>Task 1 Consultants Subtotal - Fee</i>	<i>\$17,340</i>	<i>\$6,000</i>	<i>\$13,507</i>	<i>\$28,400</i>	<i>\$65,247</i>
Tasks 2: Provide Final Design Drawings and Technical Specifications					
Construction Documents Architectural 90% (Total Estimated CONSULTANT Hours)					
Incorporate Client's Comments (Total Estimated CONSULTANT Hours)					
Cost Estimate (Total Estimated CONSULTANT Hours)					
<i>Subtotal - Hours</i>					
<i>Task 2 Consultants Subtotal - Fee</i>	<i>N/A</i>	<i>\$6,500</i>	<i>\$13,507</i>	<i>\$0</i>	<i>\$20,007</i>
Task 3: Permit/Back Checks					
Submit to Plan check (Total Estimated CONSULTANT Hours)					
<i>Subtotal - Hours</i>					
<i>Subtotal - Fee</i>	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>
<i>Total - Hours by IDS</i>					
<i>Total Consultants - Fee by IDS</i>	<i>\$17,340</i>	<i>\$12,500</i>	<i>\$27,014</i>	<i>\$28,400</i>	<i><u>\$ 85,254</u></i>

USGBC Fees for LEED Certification	
LEED Registration Fee	\$1,700
LEED Design Review Fee	\$3,075
LEED Construction Review Fee	\$1,025
<i>TOTAL - Certification Fees</i>	<i>\$5,800</i>

EXHIBIT "C"
PREVAILING WAGE REQUIREMENTS

All or a portion of the Scope of Services in this Agreement 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 at the COUNTY's principal office, which shall be made available to any interested party upon request and 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 CONSULTANT 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 CONSULTANT, or any subconsultant, 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 CONSULTANT or any subconsultant, and such worker.

C3.0. Prevailing Rate Penalty

The CONSULTANT 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 CONSULTANT or by

any subCONSULTANT 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 CONSULTANT.

C4.0. Ineligible CONSULTANTS

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

C5.0. Payroll Records

Pursuant to California Labor Code section 1776, the CONSULTANT and each subconsultant, 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 CONSULTANT or subconsultant 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 CONSULTANT 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 CONSULTANT, subconsultant 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 CONSULTANT;

(4) The CONSULTANT 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 CONSULTANT or any subconsultant, performing a part of the Scope of Services shall not be marked or obliterated. The CONSULTANT 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 CONSULTANT shall have ten (10) days from receipt of the written notice specifying in what respects the CONSULTANT must comply with the above requirements. In the event CONSULTANT does not comply with the requirements of this section within the ten (10) day period, the CONSULTANT 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 CONSULTANT.

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 CONSULTANT or by a subconsultant, 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 CONSULTANT or any subconsultant, 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 CONSULTANT shall pay to the COUNTY a penalty of twenty-five dollars (\$25.00) for each worker employed on the Scope of Services by the CONSULTANT or any subconsultant, 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 CONSULTANT 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. CONSULTANT 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 CONSULTANT or subconsultant 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 CONSULTANT or subconsultant 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, CONSULTANT is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.

e. CONSULTANT and all subconsultants 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 CONSULTANT and all subconsultants 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 CONSULTANT or subconsultant 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 CONSULTANT 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 CONSULTANT is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

C9.0. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS

C9.1. State Public Works Apprenticeship Requirements: The CONSULTANT 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 CONSULTANT, subconsultant, vendor or consultant. Included in these requirements is (1) the CONSULTANT’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 CONSULTANTS to:

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

a. Although there are a few exemptions (identified below), all CONSULTANTS, 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 CONSULTANT’s participation on a public works project—it is not a request for the dispatch of an apprentice.

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

d. CONSULTANTS 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. CONSULTANTS 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 CONSULTANT 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 CONSULTANT’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 CONSULTANTS 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. CONSULTANTS may use the “DAS-142” form for making a request for the dispatch of an apprentice.

d. CONSULTANTS 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. CONSULTANT should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). CONSULTANT 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. CONSULTANTs 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. CONSULTANTs may use the “CAC-2” form for submittal of their training fund contributions.

c. CONSULTANTs 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 CONSULTANTs do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices.

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

b. CONSULTANTs 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 CONSULTANT 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 CONSULTANT 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 CONSULTANTs in a specific trade on a local or statewide basis, the member CONSULTANTs 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) CONSULTANT's Compliance: The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the CONSULTANT. 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.

C10. LABOR CODE CERTIFICATIONS

By signing this Agreement, CONSULTANT certifies the following:

- a. "I am aware of the provisions of Labor Code section § 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."










This Agreement is made and entered into by and between the COUNTY OF RIVERSIDE, hereinafter

Final Audit Report

2025-04-11

Created:	2025-04-10
By:	Derek Price-Nolen (DePNolen@RIVCO.ORG)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAwGBDmTIN6cj77kNRqidD30Gfa38RzO5

"This Agreement is made and entered into by and between the COUNTY OF RIVERSIDE, hereinafter" History

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