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

ITEM: 3.79
(ID # 28313)
MEETING DATE:
Tuesday, July 29, 2025

FROM : TLMA-TRANSPORTATION

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION: Approval of the On-Call Services Agreement for Land Surveying Services between the County of Riverside and D. Woolley & Associates, Inc. for FY24/25-28/29. All Districts. [$180,000 Annual Cost / $900,000 Total Cost – Local and State Funds and Deposit Based Fees 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the On-Call Services Agreement between the County of Riverside and D. Woolley & Associates, Inc. for On-Call Land Surveying Services for FY24/25-28/29 and authorize the Chairman of the Board to execute the same on behalf of the County of Riverside;

2. Authorize the Director of Transportation to approve a no-cost time extension to complete ongoing tasks for Fiscal Years 29/30-30/31, as provided for in the agreement and approved as to form by County Counsel; and,

3. Direct the Purchasing Agent to issue Purchase Orders to D. Woolley & Associates, Inc. for On-Call Land Surveying Services or the total amount of $900,000.

ACTION:Policy

Dennis Acuna, Director of Transportation 7/24/2025

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Medina 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:	July 29, 2025
xc:	TLMA-Transp.

Kimberly A. Rector
Clerk of the Board
By: _____ Deputy

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 180,000	$ 180,000	$ 900,000	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0
SOURCE OF FUNDS: Local and State Funds and Deposit Based Fees (100%). There are no General Funds used on this project.			**Budget Adjustment:** No **For Fiscal Year:** 24/25-28/29	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside Transportation Department (Transportation Department) requires outside Land Surveying and support services to deliver many road improvement projects identified and funded in the Transportation Improvement Program (TIP) and to meet the demands of the development community.

The Transportation Department issued a Request for Proposals in compliance with the California Department of Transportation (Caltrans) Local Assistance Procedures Manual. Twenty-six (26) firms submitted proposals and the top twelve (12) ranked firms, based upon an evaluation of the proposals, were invited to interview. The written proposals and interviews were evaluated by representatives of the Transportation Department.

D. Woolley & Associates, Inc., out of its Tustin, California office, was selected as one of the top ranked firms to provide Land Surveying services on an "as-needed" basis, estimated at a not to exceed amount of $900,000 for a period of five years. The terms of the agreement provide the County with the option to extend the agreement for two (2) additional years to complete ongoing tasks. The contract and rates for services were developed through negotiations between D. Woolley & Associates, Inc. and the Transportation Department. This on-call contract complies with State requirements in order to maximize flexibility for use on State funded projects. Additional contracts with six (6) other Land Surveying firms for on-call services will be on a separate agenda item. Entering into contracts with seven different firms allows for the greatest flexibility in managing the Transportation Department's workload.

Impact on Residents and Businesses

This On-Call contract provides the flexibility needed to engage consultants in providing additional land surveying and support services necessary to deliver critical TIP projects and to meet the demands of the development community.

Additional Fiscal Information

All associated contract costs will be funded using Deposit Based Fees, Local or State Funds. No General Funds will be used for this contract.

The Transportation Department has negotiated billing rates with D. Woolley & Associates, Inc. and they are within range of acceptable industry practice for land surveying services.

Attachment:

D. Woolley On Call Services Agreement

Stacy Orton
Stacy Orton, Assistant Director of Purchasing 7/21/2025

Jason Farin, Principal Policy Analyst 7/24/2025

Aaron Gettis
Aaron Gettis, Chief of Deputy County Counsel 7/23/2025

Contract No.:	CSLS 2024-003
Termination Date:	6/30/29
Amount	$900,000
Authorized:	[No]
Federal Funding:	[Yes]
State Funding:	

ON-CALL SERVICES AGREEMENT

for

LAND SURVEYING SERVICES

between

County of Riverside • Transportation Department

and

D. Woolley & Associates, Inc.

JUL 29 2025 3.79

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ATTACHMENTS

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

Scope of Services A1
Schedule of Services B1
Compensation Plan C1
Title VI Assurances D1

ARTICLE I INTRODUCTION

A. This On-Call Services Agreement (hereinafter referred to as "Agreement") is entered into this _____ day of _____, 20_____, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (hereinafter referred to as "COUNTY") and D. Woolley & Associates, Inc., a California corporation, (hereinafter referred to as "CONSULTANT").

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

The CONSULTANT Project Manager shall be:

David E. Woolley

Located at:

2832 Walnut Avenue, Suite A

Tustin, CA 92780

The COUNTY Contract Administrator shall be:

Jamie Jacklin

Located at:

4080 Lemon Street, 8th Floor

Riverside, CA 92501

C. CONSULTANT shall perform:

The covenants set forth in Article III entitled Statement of Work. In accordance with the time frames set forth in Article IV entitled Performance Period. For the fees set forth in Article V entitled Allowable Costs and Payments.

D. CONSULTANT in the performance of this Agreement, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of COUNTY. During the term of this Agreement and for one (1) year thereafter, CONSULTANT shall not solicit or encourage any employee, vendor or independent contractor of COUNTY to leave or terminate their relationship with COUNTY for any reason.

E. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the Agreement, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligations hereunder, is only subject to the control or direction of the COUNTY as to the designation of tasks to be performed and the results to be accomplished.

F. Any third-party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

G. Without the written consent of COUNTY, this Agreement is not assignable or transferable by CONSULTANT either in whole or in part. Except as expressly authorized herein, CONSULTANT shall not subcontract any work, without the prior written approval of the COUNTY.

H. CONSULTANT shall be as fully responsible to the COUNTY for the acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.

I. No alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the authorized representatives of both parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

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

K. COUNTY is designated as the lead agency for each project set forth in each Task Order and is working cooperatively with other agencies in the effort to complete the projects.

L. Other public agencies that may be involved with the projects including, but not limited to cooperative, funding, reviewing, regulatory or operating agencies are listed below and will hereinafter be collectively referred to as the "AGENCIES":

- Various federal, state, and/or local agencies which may include but not be limited to railroad companies, utility companies, and Cities.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

A. To ensure understanding and performance of the Agreement objectives, meetings between COUNTY, AGENCIES, and CONSULTANT shall be held as often as deemed necessary (typically at least monthly). All work objectives, CONSULTANT's work schedule, the terms of the Agreement and any other related issues will be discussed and/or resolved. CONSULTANT shall keep minutes of meetings and distribute copies of minutes as appropriate. Progress reporting shall conform with the contract administration requirements of the COUNTY's Consulting Services Manual including providing updated copies of the following documents at each project coordination meeting:

- Meeting Agendas
- Meeting Sign-in Sheets
- Meeting Minutes (Prior Meeting)
- Action Items Tracking List
- Deliverables Tracking List
- Schedule Summary

B. CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for the COUNTY Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

C. CONSULTANT Project Manager shall meet with COUNTY Contract Administrator, as needed, to discuss progress on the project(s).

ARTICLE III STATEMENT OF WORK

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

ARTICLE IV PERFORMANCE PERIOD

A. This Agreement shall go into effect upon the execution of this Agreement by both parties, and CONSULTANT

shall commence work after written notification to proceed by COUNTY Contract Administrator. The Agreement shall end on June 30, 2029, unless extended by a written amendment signed by the authorized representatives of both parties.

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

C. The period of performance for each specific project shall be in accordance with the Task Order for that project and Attachment B, Schedule of Services, which is attached hereto and incorporated herein by reference. If work on a Task Order is in progress on the expiration date of this Agreement, the period of performance of this Agreement shall be extended by a written amendment signed by the authorized representatives of both parties prior to the expiration of the period of performance to cover the time needed to complete the Task Order in progress only. An amendment extending the period of performance of this Agreement to cover the time needed to complete a Task Order in progress may be signed by the Director of Transportation if authorized by the COUNTY Board of Supervisors.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's approved Compensation Plan set forth in Attachment C, Compensation Plan, which is attached hereto and incorporated herein by reference. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the period of performance set forth in this Agreement.

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

C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.

D. After a project to be performed under this Agreement is identified by COUNTY, COUNTY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate the COUNTY Contract Administrator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee

if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by the authorized representatives of both COUNTY and CONSULTANT. Task Orders may be executed by the Director of Transportation if authorized by the COUNTY Board of Supervisors.

E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's approved Compensation Plan. CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the period of performance of the Agreement.

F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Compensation Plan. CONSULTANT will be responsible for transportation and subsistence costs in excess of State rates.

G. When milestone cost estimates are included in the approved Compensation Plan, CONSULTANT shall obtain prior written approval in the form of a written amendment signed by the authorized representatives of both parties for a revised milestone cost estimate from the COUNTY Contract Administrator before exceeding such estimate.

H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.

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

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

K. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by COUNTY Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. DBF Task Orders require weekly invoicing. Invoices for non-DBF

Task Orders shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Compensation Plan using the Project-Specific & Multi-Phase Contract Invoice Templates provided in the COUNTY Consulting Services Manual and shall reference this Agreement number, project title and Task Order number. Credits due COUNTY that include any equipment purchased under the provisions of Article XI Equipment Purchase and Other Capital Expenditures, must be reimbursed by CONSULTANT prior to the expiration or termination of this Agreement. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of Article XI Equipment Purchase and Other Capital Expenditures of this Agreement. The final invoice shall be submitted within sixty (60) calendar days after completion of CONSULTANT's work. ***Final invoices not submitted within sixty (60) calendar days after completion of CONSULTANT's work will not be paid.*** Invoices shall be mailed to COUNTY Contract Administrator at the address provided in Article I, paragraph B.

L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order and Attachment B, Schedule of Services. No Task Order will be written which extends beyond the expiration date of this Agreement.

M. The total amount payable by COUNTY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by a written amendment signed by the authorized representatives of both parties.

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

O. Task Orders may not be used to amend the language (or the terms) of this Agreement nor to exceed the scope of services under this Agreement.

P. The total amount payable by COUNTY for all Task Orders resulting from this Agreement shall not exceed $900,000. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Agreement through Task Orders.

Q. The services included under the terms of this Agreement are funded in whole or in part as noted below:

Federal funds: [☐] are included [☒] are not included

State funds: [☒] are included [☐] are not included

ARTICLE VI TERMINATION

A. This Agreement may be terminated by COUNTY, provided that COUNTY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) to CONSULTANT of COUNTY's termination. Upon termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. COUNTY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and date estimates performed to that date, whether complete or not.

B. COUNTY may temporarily suspend this Agreement, at no additional cost to COUNTY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If COUNTY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this Agreement. A temporary suspension may be issued concurrent with the notice of termination.

C. Notwithstanding any provisions of this Agreement, CONSULTANT shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by CONSULTANT, and COUNTY may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due to COUNTY from CONSULTANT is determined.

D. In the event of termination, COUNTY shall pay CONSULTANT the sum due to CONSULTANT under this Agreement prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due CONSULTANT under this Agreement and the balance, if any, shall be paid to CONSULTANT upon demand.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

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

C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by CONSULTANT to COUNTY.

ARTICLE VIII RETENTION OF RECORDS/AUDIT

The CONSULTANT, subconsultants, and COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the Agreement including, but not limited to, the costs of administering the Agreement. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. COUNTY, Caltrans Auditor, FHWA, or any duly authorized representative of the federal government having jurisdiction under federal laws or regulations (including the basis of federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the Agreement for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by COUNTY's Chief Financial Officer.

B. Not later than thirty (30) days after issuance of the final audit report, CONSULTANT may request a review by COUNTY's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

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

D. CONSULTANT and subconsultant agreements, including Cost Proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an agreement audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, Cost Proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, Cost Proposal, and ICR shall

be adjusted by CONSULTANT and approved by COUNTY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of Agreement terms and cause for termination of this Agreement and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the COUNTY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR, Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI. Accepted rates will be as follows:

    a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

    b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

    c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be

seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per Article IX.E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
3. If the CONSULTANT fails to comply with the provisions of this Article IX.E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in Article IX.E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.
4. CONSULTANT may submit to COUNTY final invoice only when all of the following items have occurred: (1) IOAI accepts or rejects the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of COUNTY; and (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO COUNTY no later than sixty (60) days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all other agreements executed between COUNTY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between COUNTY and any subconsultant(s), and no subagreement shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from COUNTY's obligation to make payments to the CONSULTANT.

B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by COUNTY Contract Administrator, except that which is expressly identified in the CONSULTANT's Cost Proposal.

C. Any subagreement entered into as a result of this Agreement, shall contain all the provisions stipulated in this entire Agreement to be applicable to subconsultants unless otherwise noted.

D. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by COUNTY.

E. Any substitution of subconsultants must be approved in writing by COUNTY Contract Administrator in advance of assigning work to a substitute subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

A. Prior authorization in writing by COUNTY Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars ($5,000), with prior authorization by COUNTY Contract Administrator, three competitive quotations must be submitted with the request, or the absence of quotations must be adequately justified.

C. Any equipment purchased with funds provided under the terms of this Agreement is subject to the following:

1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars ($5,000) or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY.

2. Regulation 2 CFR 200 requires a credit to federal funds when participating equipment with a fair market

value greater than five thousand dollars ($5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

A. No CONSULTANT or subconsultant may be awarded an agreement containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this Agreement, including any subsequent amendments.

B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this Agreement are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (https://dot.ca.gov/programs/construction/labor-compliance). These wage rates are made a specific part of this Agreement by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at COUNTY construction sites, at COUNTY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve COUNTY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to the projects may also be obtained from the Department of Industrial Relations website at http://www.dir.ca.gov.

D. Payroll Records

1. Each CONSULTANT and subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 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 the CONSULTANT or subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

    a. The information contained in the payroll record is true and correct.

    b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for

any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by COUNTY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
    a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
    b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
    c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the COUNTY Contract Administrator by both email and regular mail on the business day following receipt of the request.
3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by COUNTY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or subconsultant performing the work shall not be marked or obliterated.
5. The CONSULTANT shall inform COUNTY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
6. The CONSULTANT or subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the

CONSULTANT or subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to COUNTY, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by COUNTY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the COUNTY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any subconsultant shall forfeit to the COUNTY a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the Agreement by the CONSULTANT or by its subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the Agreement.
3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the 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 or subconsultant.

4. If a worker employed by a subconsultant on a public works project is not paid the general prevailing per diem wages by the subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
    a. The Agreement executed between the CONSULTANT and the subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
    b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the subconsultant to the employees by periodic review of the certified payroll records of the subconsultant.
    c. Upon becoming aware of the subconsultant's failure to pay the specified prevailing rate of wages to the subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the subconsultant for work performed on the public works project.
    d. Prior to making final payment to the subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the subconsultant that the subconsultant had paid the specified general prevailing rate of per diem wages to the subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, COUNTY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a subconsultant has failed to pay workers the general prevailing rate of per diem wages.
6. If COUNTY determines that employees of a subconsultant were not paid the general prevailing rate of per diem wages and if COUNTY did not retain sufficient money under the Agreement to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by COUNTY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the COUNTY, twenty-five dollars ($25) for each worker employed in the execution of the Agreement by the CONSULTANT or any of its subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees 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 and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime Agreement or the subagreement exceeds thirty thousand dollars ($30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das/, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the Agreement work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

A. CONSULTANT shall cause itself, its respective employees, agents, representatives, or independent contractors and its subconsultants as well as their respective employees, agents, representatives, or independent contractors to comply with all applicable conflict of interest laws and regulations, including but not limited to the Political Reform Act and California Government Code section 1090. Furthermore, CONSULTANT shall cause itself, its respective employees, agents, representatives, or independent contractors and its subconsultants as well as their respective employees, agents,

representatives, or independent contractors to comply with the COUNTY's Conflict of Interest Code. CONSULTANT further agrees to cause itself, its respective employees, agents, representatives, or independent contractors to complete any statements of economic interest if required by COUNTY or State law. Notwithstanding any other provision contained in this Agreement, for a breach or violation of this provision, COUNTY shall have the right to immediately terminate this Agreement without liability and seek any other remedy provided by law or equity or this Agreement.

B. During the term of this Agreement, the CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this Agreement or any ensuing COUNTY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing COUNTY construction project which will follow.

C. CONSULTANT certifies that it has disclosed to COUNTY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. CONSULTANT agrees to advise COUNTY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement.

D. CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

E. The CONSULTANT (nor any subconsultant nor any firms affiliated with the CONSULTANT or any subconsultant) shall not be eligible to perform any further phases of the projects or to bid on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this Agreement. An affiliated firm is one, which is subject to the control of the same persons, though joint ownership or otherwise.

F. CONSULTANT's duties and services under this Agreement shall not include preparing or assisting the COUNTY with any portion of the COUNTY's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the COUNTY. The COUNTY entering this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of the projects. CONSULTANT's participation in the planning, discussions, or drawings of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONSULTANT shall cooperate with the COUNTY to ensure that all bidders for a subsequent

contract on any subsequent phase of a project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONSULTANT pursuant to this Agreement.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right, in its discretion, to terminate this Agreement without liability, to pay only for the value of the work actually performed, or to deduct from the Agreement price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

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

If Article V.Q identifies that federal funds are used, in whole or in part, to fund the services performed under this Agreement and such federal funding will exceed $150,000 then compliance with the provisions of Article XV as described below is required. If Article V.Q identifies that services are not funded in whole or in part with federal funds or such federal funding will be less than $150,000 then compliance with the requirements of Article XV is not required.

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

   1. No state, federal or COUNTY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, state or federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of making of this Agreement, or with the extension, continuation, renewal, amendment, or modification of this Agreement.

   2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this

transaction imposed by 31 U.S.C. Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars ($100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Government Code Section 12990 and 2 California Code of Regulations (CCR) Section 8103.

B. During the performance of this Agreement, CONSULTANT and its subconsultants shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 et seq.), the applicable regulations promulgated there under (2 CCR Section 11000 et seq.), the provisions of Government Code Sections 11135-11139.5, and the regulations or standards adopted by COUNTY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth 2 CCR Sections 8100-8504, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing

and the COUNTY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or COUNTY shall require to ascertain compliance with this cause.

E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

G. The CONSULTANT, with regard to the work under this Agreement, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 – Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Section 21.5, including employment practices and the selection and retention of subconsultants.

I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the COUNTY components of DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
3. Does not have a proposed debarment pending; and
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to COUNTY. Exceptions will not necessarily result in denial of recommendation for award but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government excluded parties (https://sam.gov/content/home) maintained by the U.S. General Services Administration are to be determined by the Federal Highway Administration (FHWA).

ARTICLE XVIII INDEMNIFICATION AND INSURANCE

A. Basic Indemnity

1. To the fullest extent permitted by applicable law, CONSULTANT agrees to defend (through legal counsel reasonably acceptable to COUNTY), indemnify, and hold harmless the County of Riverside, its Agencies, Districts, Departments and Special Districts, Board of Supervisors, elected and appointed officials, and each of their respective directors, members officers, employees, agents, volunteers and representatives ("Indemnitees") and each of them from any and all Losses that arise out of or relate to any act or omission constituting ordinary and not professional negligence (including, without limitation, negligent breach of contract), recklessness, or willful misconduct on the part of CONSULTANT or its subconsultants or their respective employees, agents, representatives, or independent contractors.
2. "Losses" shall mean any and all economic and non-economic losses, costs, liabilities, claims, damages, actions, judgments, settlements and expenses, including, without limitation, full and actual attorney's fees

(including, without limitation, attorney's fees for trial and on appeal), expert and non-expert witness fees, arbitrator and arbitration fees and mediator and mediation fees.

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

B. Indemnity for Design Professional Services

1. 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 Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnitee 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.

2. 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 Indemnitee for a Loss due to that Indemnitee's negligence, recklessness or willful misconduct; provided, however, that such negligence, recklessness or willful misconduct has been determined by agreement of CONSULTANT and Indemnitee or has been adjudged by the findings of a court of competent jurisdiction.
3. 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.
4. CONSULTANT's indemnification obligations under this Agreement shall not be limited by the amount or type of damages, compensation or benefits payable under any policy of insurance, workers' compensation acts, disability benefit acts or other employee benefit acts.
5. The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and consultant costs in pursuing or enforcing their right to defense and/or indemnification under this Agreement.

C. INSURANCE

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

1. Workers' Compensation:

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

2. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONSULTANT's performance of its obligations hereunder. Policy'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. Policy shall name the COUNTY as Additional Insureds.

3. Vehicle Liability:

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

4. Professional Liability

   CONSULTANT shall maintain Professional Liability Insurance providing coverage for the CONSULTANT's performance of work included within this Agreement, with a limit of liability of not less 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 its sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONSULTANT has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

5. General Insurance Provisions - All lines:

   a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a

requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

b. The CONSULTANT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention 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.

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

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

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

f. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subconsultants working under this Agreement.

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

h. 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.

ARTICLE XIX FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.

B. This Agreement is valid and enforceable only if sufficient funds are made available to COUNTY for the purpose of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or COUNTY governing board that may affect the provisions, terms, or funding of this Agreement in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds.

D. COUNTY has the option to terminate the Agreement pursuant to Article VI Termination, or by mutual agreement to amend the Agreement to reflect any reduction of funds.

ARTICLE XX CHANGE IN TERMS

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

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

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

ARTICLE XXI CONTINGENT FEE

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

ARTICLE XXII DISPUTES

A. Prior to either party commencing any legal action under this Agreement, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other. 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.

B. Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by a committee consisting of COUNTY Contract Administrator and Director of Transportation, or designee, who may consider written or verbal information submitted by CONSULTANT.

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

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

ARTICLE XXIII INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit COUNTY, the state, and the FHWA if federal participating funds are used in this Agreement; to review and inspect the project activities and files at all reasonable times during the performance period of this Agreement.

ARTICLE XXIV SAFETY

A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by COUNTY Safety Officer and other COUNTY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

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

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

D. In the event CONSULTANT performs trenching of five (5) feet or deeper in the performance any service provided under this Agreement, CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

ARTICLE XXV OWNERSHIP OF DATA

A. It is mutually agreed that all materials prepared by CONSULTANT under this Agreement shall become the property of COUNTY, and CONSULTANT shall have no property rights therein whatsoever. Immediately,

upon termination, COUNTY shall be entitled to, and CONSULTANT shall deliver to COUNTY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this Agreement which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to COUNTY which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this Agreement must be approved in writing by COUNTY.

B. Additionally, it is agreed that the Parties intend this to be an Agreement for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of COUNTY without restriction or limitation upon its use or dissemination by COUNTY.

C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Agreement. Any reuse by COUNTY for another project or project location shall be at COUNTY's sole risk.

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

ARTICLE XXVI CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR

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

B. CONSULTANT's personnel that COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from COUNTY. Consultation or testimony will

be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this Agreement.

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

ARTICLE XXVII CONFIDENTIALITY OF DATA

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

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

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

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

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

F. All information related to the construction estimate is confidential and shall not be disclosed by CONSULTANT to any entity other than COUNTY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to the performance of this Agreement are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of COUNTY or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Agreement, COUNTY has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, COUNTY's attorney's fees and disbursements, including without limitation expert's fees and disbursements.

ARTICLE XXVIII NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

ARTICLE XXIX LEGAL COMPLIANCE

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

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by COUNTY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the Agreement record.

ARTICLE XXXI RETENTION OF FUNDS

A. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.

B. COUNTY will withhold the last ten percent (10%) of the budget for preparation of the final PS&E documents. The ten percent (10%) retainage is to be held after ninety percent (90%) of the PS&E phase has been billed and is not to be deducted from each invoice. The amount retained will be paid to CONSULTANT after COUNTY has approved CONSULTANT's PS&E documents. The CONSULTANT, or subconsultant, shall return all monies withheld in retention from a subconsultant within thirty (30) days after receiving payment. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over thirty (30) days may take place only for good cause and with the COUNTY's prior written approval. Any violation of this provision shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the

CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the CONSULTANT, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

ARTICLE XXXII TITLE VI ASSURANCES

CONSULTANT shall comply with the assurances set forth in Attachment D, Title VI Assurances, as applicable, which is attached hereto and incorporated herein by reference.

ARTICLE XXXIII NOTIFICATION

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

ARTICLE XXXIV CONTRACT

A. The two parties to this Agreement, who are the before named CONSULTANT and the before named COUNTY, hereby agree that this Agreement constitutes the entire agreement which is made and concluded in triplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed, each agree to diligently perform in accordance with the terms and conditions of this Agreement as evidenced by the signatures below.

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

it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[SIGNATURE PAGE FOLLOWS]

ARTICLE XXXV SIGNATURES

COUNTY Signatures

RECOMMENDED FOR APPROVAL:

_____ Dated: 7/22/2025

Director of Transportation

APPROVED AS TO FORM:

County Counsel

_____ Dated: 7.23.25

By Deputy Aaron Gettis

APPROVAL BY THE BOARD OF SUPERVISORS

_____ Dated: JUL 29 2025

V. MANUEL PEREZ
PRINTED NAME

Chair, Riverside County Board of Supervisors

ATTEST:

_____ Dated: JUL 29 2025

KIMBERLY RECTOR

Clerk of the Board (SEAL)

DEPUTY

CONSULTANT Signatures

CONSULTANT:

_____ Dated: 6/30/25

David Woolley
PRINTED NAME

President
TITLE

ATTACHMENT A • SCOPE OF SERVICES

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ARTICLE AI • INTRODUCTION

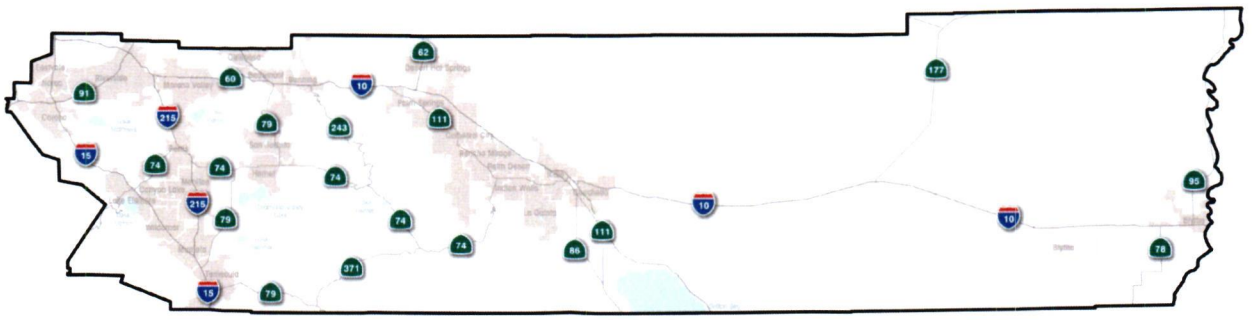
A. DESCRIPTION

Services provided under this Agreement will be performed on an on-call basis to the Riverside County Transportation Department for land surveying related work assignments located throughout Riverside County.

B. LOCATION

On-call assignments may be located anywhere within the jurisdictional boundaries of the County of Riverside as outlined in the map shown below.

Map of the County of Riverside



C. COORDINATION

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

- Relevant Cities
- Utility Companies
- Appraisal Companies
- Caltrans
- Federal Agencies
- Railroad Companies

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

D. STANDARDS

All work will be prepared in accordance with COUNTY and/or CALTRANS practices, regulations, policies, procedures, manuals, and standards or as directed. Deliverables will be prepared in accordance with the most current CALTRANS guidance. Exceptions must be approved by COUNTY in advance. Improvements of local roads may be prepared in accordance with COUNTY standards in lieu of CALTRANS standards as directed by the COUNTY Contract Administrator. CONSULTANT will prepare fact sheets for COUNTY approval, documenting the exceptions to mandatory and advisory design standards. All documents shall be prepared using English Standard Units and dimensions.

1. Environmental

Environmental documents and services shall be performed in accordance with CALTRANS Standard Environmental Reference (SER) including requirements of the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) if a project has a federal nexus.

2. Survey

Supplemental surveys shall be performed by the CONSULTANT in accordance with the current CALTRANS "Survey Manual" and its revisions. Work not covered by the manual shall be performed in accordance with accepted professional surveying standards as approved by COUNTY.

3. Design

Roadway design shall be in accordance with the current CALTRANS Highway Design Manual and its revisions and/or COUNTY Road Standards as appropriate. Traffic design shall be in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) and the California Supplement. Basic design shall be in accordance with the approved Technical Report and final Environmental Document including any supplements and/or updates. MicroStation (compatible with current CALTRANS version) software will be used as the design software.

4. Geographical Information System (GIS)

a. "GIS Information" shall include GIS digital files (including the information or data contained therein) and any other information, data, or documentation from COUNTY GIS (regardless of medium or format) that is provided pursuant to this Agreement.

b. CONSULTANT acknowledges that the unauthorized use, transfer, assignment, sublicensing, or

disclosure of the GIS information, documentation, or copies thereof will substantially diminish their value to COUNTY. CONSULTANT acknowledges and agrees that COUNTY GIS information is a valuable proprietary product, embodying substantial creative efforts, trade secrets, and confidential information and ideas. COUNTY GIS information is and shall remain the sole property of COUNTY; there is no intention of COUNTY to transfer ownership of COUNTY GIS information.

c. COUNTY GIS information is made available to CONSULTANT solely for use in the normal course of CONSULTANT's business to produce reports, analysis, maps and other deliverables only for a specific PROJECT and as described within the Scope of Services.

d. CONSULTANT agrees to indemnify and hold harmless COUNTY, its officers, employees, and agents from any and all liabilities, claims, actions, losses or damages relating to or arising from CONSULTANT's use of COUNTY GIS information.

e. GIS information cannot be used for all purposes; GIS information may not be complete for all purposes. Additional investigation or research by CONSULTANT into other sources will be required. GIS information is intended only as an information base and is not intended to replace any legal records. COUNTY has used and will continue to use its best efforts to correctly input into COUNTY GIS the information contained in various legal and other records; but COUNTY accepts no responsibility for any conflict with actual legal records or for information not transferred from legal records to COUNTY GIS. COUNTY has attempted to update GIS information as often as is practically feasible. However, CONSULTANT should be aware that GIS information may not be current and changes or additions to the information contained in COUNTY GIS may not yet be reflected in COUNTY GIS.

f. COUNTY accepts no responsibility for the use of GIS information; COUNTY provides no warranty for the use of COUNTY GIS or COUNTY GIS information by CONSULTANT. THE WARRANTIES SPECIFICALLY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; SUCH OTHER WARRANTIES ARE HEREBY EXCLUDED.

g. Final plans, drawings or other work products will be provided in an electronic format suitable for inclusion within the COUNTY GIS or CADD Systems by CONSULTANT and will contain the appropriate meta data and will be geographically registered using an appropriate coordinate system

such as the California State Plane Coordinate System NAD 83.

5. Project Files

Project files shall be indexed in accordance with CALTRANS' Project Development Uniform File System.

E. QUALITY CONTROL

1. CONSULTANT shall implement and maintain the following quality control procedures during the preparation of the plans and documents relating to this Agreement. CONSULTANT shall have a quality control plan in effect during the entire time services are being performed under this Agreement. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected and backchecked, and all job-related correspondence, and memoranda routed and received by affected persons and then bound in appropriate job files. Where several drawings show different work in the same area, means shall be provided to avoid conflicts and misalignment in both new and existing improvements. Evidence that the quality control plan is functional may be requested by the COUNTY Contract Administrator. All plans, calculations documents and other items submitted to the COUNTY Contract Administrator for review shall be marked clearly as being fully checked and that the preparation of the material followed the quality control plan established for the work.
2. CONSULTANT has total responsibility for the accuracy and completeness of all data, reports, plans, specifications, and estimates prepared for this Agreement and shall check all such material accordingly. COUNTY will review all work product deliverables. The responsibility for accuracy and completeness of such items remains solely that of CONSULTANT. Neither COUNTY'S review nor approval shall give rise to any liability or responsibility on the part of COUNTY, or waive any of COUNTY'S rights, or relieve CONSULTANT of its professional responsibilities or obligations under this Agreement.
3. The plans, designs, estimates, calculations, reports, and other documents furnished in accordance with the Scope of Services shall meet the criteria for acceptance and be a product of neat appearance, well organized, technically and grammatically correct, checked and having the preparer and checker identified. The minimum standard of appearance, organization and contents shall be of similar types produced by COUNTY and AGENCIES. If any work product submitted is not complete and ready for use by COUNTY, it shall be marked "Draft" or similar designation to indicate it is not ready for use by COUNTY. COUNTY expects that all work product not so designated is ready for and can be used as a final product.

4. The page identifying preparers of engineering reports, the title sheet for specifications and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of the certificate, and signature of the professional engineer(s) responsible for their preparation.

F. KEY PERSONNEL

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

Assignment	**Key Personnel**
Principal in Charge	David E. Woolley
Project Manager	David E. Woolley
Sr. Project Surveyor	Lacy Romero
Project Surveyor	Lacy Romero
Field Party Chief	Varies
QA/QC Manager	David E. Woolley

Key Personnel rosters shall be updated annually, at a minimum.

G. COUNTY RESPONSIBILITIES

The following includes tasks to be completed by the COUNTY:

- COUNTY will provide standards, existing plans, and manuals when requested by CONSULTANT and available to COUNTY personnel.
- COUNTY will provide survey and land acquisition services generally as described below:
  - Provide survey controls.
  - Verify that COUNTY survey control points are still in place and undisturbed.
  - Provide survey records research, including grant deeds and right-of-way documents in support of right-of-way base mapping prepared by COUNTY surveyor.
  - Prepare existing right-of-way and parcel mapping.
  - Coordinate permits for right-of-entry with property owners.
  - Obtain and review title reports, identify easements and encumbrances.

- Prepare appraisals for temporary and permanent right-of-way and perform appraisal review.
- Perform right-of-way negotiations and acquisitions.
- Certify new acquired right-of-way.

ARTICLE AII • CONTRACT ADMINISTRATION

A. CONTRACT MANAGEMENT

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

B. COST ACCOUNTING

The CONSULTANT will prepare and submit timely invoices of expenditures for each on-call Task Order. DBF Task Orders require weekly invoicing; non-DBF Task Orders require monthly invoicing. Expenditures include direct labor costs, other direct costs, and subconsultant costs. All invoices will include all supporting data. Each invoice shall include:

- Overall Task Order Initial Budget Amount
- Aggregate Task Order draw-down, prior to current invoice
- Current Invoice Amount, draw-down
- Aggregate Task Order draw-down, to date
- Remaining Task Order Budget Capacity

C. SCHEDULING

Schedules will be prepared for each specific Task Order.

ARTICLE AIII • SERVICES TO BE PROVIDED/SCOPE OF WORK

The scope of work for this Agreement is to provide on-call services to the Riverside County Transportation Department, Survey Division, for transportation related services located throughout Riverside County. Services will be performed at the request of the COUNTY Contract Administrator. CONSULTANT and COUNTY shall negotiate and establish a cost estimate that is consistent with the services listed below and the CONSULTANT's billing rates as provided in Attachment C. Each Task Order shall be memorialized in writing and approved by the Director of Transportation and by the CONSULTANT's Contract Manager or their authorized designees. The CONSULTANT may be required to provide on-call services that include but are not limited to the following:

A. TRANSPORTATION LAND SURVEYING TASKS

1. Performing field surveys of control nets and lines, boundary lines, topography and existing facilities or structures. Survey procedures along with survey notes will be reviewed by the COUNTY.
2. Preparation of legal descriptions, plats, record of survey, corner records, and right-of-way maps.
3. Survey services in support of photogrammetric surveys. Coordinate with the COUNTY to set up photogrammetric surveys based on aerial diagrams provided by photogrammetrist. Also included is the setting of aerial control points, placing horizontal/vertical data for the positions, locate control as needed for alignment purposes, locate existing utilities, culverts, and other infrastructure pertinent for designing, engineering, and/or surveying projects. All data will be reviewed by the COUNTY prior to submitting product for completion.
4. Performing various types of surveying tasks on all types of construction projects.
5. Performing Quality Assurance work. SURVEYOR will be provided two sets of plans. SURVEYOR will be directed by the COUNTY for the scope of work. Generally, work will consist of: setting initial control points with horizontal and vertical values, checking various stages of construction at the direction of the onsite inspector, documenting progress including any conflicts, and other quality assurance work.
6. Reviewing, suggesting corrections, and making recommendations on the checking of parcel maps, records of survey, right-of-way cases, minor land division cases, corner records, and final subdivision maps.
7. Performing field monument inspections on parcel maps and final subdivision maps.
8. Performing volume calculations and associated field surveys.
9. Perform mobile, terrestrial, lidar scanning for all types of COUNTY projects.
10. Process mobile, terrestrial, lidar data.
11. Process photogrammetric and/or point cloud-based data.
12. Other associated professional services that may be requested.
13. All data submitted under a contract shall be processed and formatted using Bentley MicroStation in the version specified by COUNTY (currently MicroStation V8i). For all preliminary projects, the CONSULTANT will use the COUNTY data collection code table (latest version) specifically prepared for InRoads software unless directed otherwise by COUNTY, or other versions of Bentley such as Bentley MicroStation 2023 with OpenRoads Designer, and TopoDot, in addition to Trimble software as well.

***DIGITAL DATA SHOULD BE SUBMITTED USING COUNTY APPROVED VERSIONS OF MICROSTATION (CURRENTLY V8I SOFTWARE).**

ATTACHMENT B • SCHEDULE OF SERVICES

ARTICLE BI • INTRODUCTION

The CONSULTANT shall perform the covenants set forth in Attachment A, Scope of Services, in accordance with the performance requirements of ARTICLE IV PERFORMANCE PERIOD of this Agreement and with the following additional Performance Requirements below. All Task Orders authorized under this Agreement must be authorized no later than June 30, 2029. All services authorized by Task Orders shall be completed by the Agreement expiration date. If work on a Task Order is in progress on the expiration date of this Agreement, the period of performance of this Agreement shall be extended by a written amendment signed by the authorized representatives of both parties prior to the expiration of the period of performance to cover the time needed to complete the Task Order in progress only. An amendment extending the period of performance of this Agreement to cover the time needed to complete a Task Order in progress may be signed by the Director of Transportation if authorized by the COUNTY Board of Supervisors. If written amendment is executed, Task Order services authorized in this Agreement shall therefore be completed no later than June 30, 2031. Deliverables/Services schedules will be prepared for each specific Task Order that the CONSULTANT is assigned.

ARTICLE BII • PERFORMANCE REQUIREMENTS

A. SUBMITTALS

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

B. TIME EXTENSIONS

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

C. FINAL ACCEPTANCE

When COUNTY determines that CONSULTANT has satisfactorily completed the services, COUNTY may give CONSULTANT a written Notice of Final Acceptance. CONSULTANT shall not incur any further costs hereunder unless so specified in the Notice of Final Acceptance. No payment will be made for any work performed after the Agreement end date as provided in ARTICLE IV PERFORMANCE PERIOD unless extended by amendment regardless if a Notice of Final Acceptance has been issued or not. The final invoice shall be submitted within 60 calendar days after completion of CONSULTANT's work as required by ARTICLE V ALLOWABLE COSTS AND PAYMENTS. CONSULTANT may request a Notice of Final Acceptance determination when, in its opinion, it has satisfactorily completed all covenants as stipulated in this Agreement.

ATTACHMENT C • COMPENSATION PLAN

ARTICLE CI • INTRODUCTION

Satisfactory performance and completion of the services under this Agreement shall be compensated based upon the hourly rates specified herein and the negotiated cost estimate for each specific Task Order. Actual costs for any Task Order shall not exceed the authorized cost estimate. The sum of the Task Order cost estimates authorized shall not exceed the maximum amount of this Agreement.

ARTICLE CII • ELEMENTS OF COMPENSATION

Compensation for the services provided will be comprised of the following elements: HOURLY RATES, INCURRED (ACTUAL) DIRECT COSTS and OUTSIDE SERVICES.

A. HOURLY RATES

The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead and fee. These rates are not adjustable for the period of performance set forth in the Agreement.

B. INCURRED (ACTUAL) DIRECT COSTS

Additional incurred (actual) direct costs, directly identifiable to the performance of the services of this Agreement, shall be reimbursed at the rates defined in each Task Order, or at actual cost. Travel by air and/or travel in excess of 100 miles must have COUNTY's prior written approval to be reimbursed under this Agreement.

C. OUTSIDE SERVICES

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

None

ARTICLE CIII • INVOICING

CONSULTANT shall submit invoices in accordance with ARTICLE V ALLOWABLE COSTS AND PAYMENTS of the Agreement and with the following requirements.

1. Billings for hours worked, incurred (actual) direct costs and outside services shall be included in CONSULTANT's invoice submittals and be in conformance with the COUNTY's Consulting Services Invoicing Procedures.
2. The charges for each individual assigned under this Agreement shall be listed separately.
3. Charges for incurred (actual) direct costs shall be accompanied by substantiating documentation such as invoices, telephone logs, etc.
4. Each invoice shall bear a certification signed by the CONSULTANT Project Manager or an officer of the firm which reads as follows:

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

ARTICLE CIV • PAYMENT

Progress payments shall be made in accordance with ARTICLE V ALLOWABLE COSTS AND PAYMENTS of the Agreement. The total amount payable by COUNTY for all Task Orders resulting from this Agreement shall not exceed $900,000.

ARTICLE CV • HOURLY RATES

COUNTY shall pay CONSULTANT at the attached hourly rates. Hourly rates shall be applicable to both straight time and overtime work unless payment of premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement.

EXHIBIT 10-H2 COST PROPOSAL
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS

Note: Mark-ups are Not Allowed

Consultant **D. Woolley & Associates** ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project No. TBD Contract No. _____ Participation Amount TBD Date _____

For Combined Rate	Fringe Benefit% +	General & Administrative %	=	**0.00%**	Combined ICR%
For Home Office Rate	**39.61%** Fringe Benefit% +	**145.98%** General & Administrative %	=	**185.59%**	Home Office ICR%
For Field Office Rate	**39.61%** Fringe Benefit% +	**145.98%** General & Administrative %	=	**185.59%**	Field Office ICR%
Fee		Fee	=	**8.5%**	

BILLING INFORMATION

Name/Job Title/Classification[1]	HO/F	Hourly Billing Rates[2] Straight[3]	OT (1.5X)	OT(2X)	Effective Date of Hourly Rate From	To	Actual Hourly Rate[4]	% of $ Increase	Hourly Range - for Classifications Only
David E. Woolley/Officer/PLS*	HO	$ 241.01					**$ 77.78**	3.00%	
		$ 248.24					$ 80.11	3.00%	
		$ 255.69					$ 82.52	3.00%	Not Applicable
		$ 263.36					$ 84.99	3.00%	
		$ 271.26					$ 87.54	3.00%	
Jonathon Maddox/Surveyor/PLS*	HO	$ 216.91	$ 325.36	$ 433.81			**$ 70.00**	3.00%	
		$ 223.41	$ 335.12	$ 446.83			$ 72.10	3.00%	
		$ 230.12	$ 345.17	$ 460.23			$ 74.26	3.00%	Not Applicable
		$ 237.02	$ 355.53	$ 474.04			$ 76.49	3.00%	
		$ 244.13	$ 366.19	$ 488.26			$ 78.79	3.00%	
Chief of Party**	F	$ 198.34	$ 297.52	$ 396.69			**$ 64.01**	3.00%	
		$ 204.30	$ 306.44	$ 408.59			$ 65.93	3.00%	
		$ 210.42	$ 315.64	$ 420.85			$ 67.91	3.00%	Not Applicable
		$ 216.74	$ 325.10	$ 433.47			$ 69.95	3.00%	
		$ 223.24	$ 334.86	$ 446.48			$ 72.04	3.00%	
Chainman/Rodman**	F	$ 175.94	$ 263.91	$ 351.88			**$ 56.78**	3.00%	
		$ 181.22	$ 271.83	$ 362.44			$ 58.48	3.00%	
		$ 186.66	$ 279.98	$ 373.31			$ 60.24	3.00%	Not Applicable
		$ 192.26	$ 288.38	$ 384.51			$ 62.05	3.00%	
		$ 198.02	$ 297.04	$ 396.05			$ 63.91	3.00%	
Support Technicians*	HO	$ 126.39	$ 189.59	$ 252.79			**$ 40.79**	3.00%	Low/
		$ 130.19	$ 195.28	$ 260.37			$ 42.01	3.00%	High
		$ 134.09	$ 201.14	$ 268.18			$ 43.27	3.00%	$ 33.50
		$ 138.11	$ 207.17	$ 276.23			$ 44.57	3.00%	$ 48.07
		$ 142.26	$ 213.39	$ 284.52			$ 45.91	3.00%	

NOTES:
1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**) All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

SAMPLE COST PROPOSAL 4: FOR CONTRACTS WITH PREVAILING WAGES

Please Note: Consultant completes all items in yellow highlight

ACTUAL COST PLUS FIXED FEE; SPECIFIC RATES OF COMPENSATION AND COST PER UNIT OF WORK CONTRACTS

CONSULTANT D. Woolley & Associates PRIME x SUB

CONTRACT TYPE Cost Plus Fixed Fee (LIST ONE OF THE ABOVE LISTED CONTRACT TYPES)

PROJECT NO. CONTRACT NO. DATE 3/18/2025 Sub Consultant's Contract Amount $ TBD

Loaded Rate Calculation
Non Exempt Employee Loaded Billing Rates
A) Straight Time = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)
B) 1.5X or 2.0X Overtime = (Actual Hourly Rate) * (1 + Field O.H.) * (1 + Fee) + 5X or 1.0X (Actual Hourly Rate) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)
Exempt Employee Loaded Billing Rates
C) Straight Time or 1.5X or 2.0X Overtime = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)

Home Office Personnel:	Fringe Benefit %		Overhead %		General Administration %		Combined %
NORMAL	39.61%	+	0.00%	+	145.98%	=	185.59%
OVERTIME	39.61%	+	0.00%	+	145.98%	=	185.59%
Field Office Personnel:	**Fringe Benefit %**		**Overhead %**		**General Administration %**		**Combined %**
NORMAL	39.61%	+	0.00%	+	145.98%	=	185.59%
OVERTIME	39.61%	+	0.00%	+	145.98%	=	185.59%
					Fee	=	8.50%
					Applicable Multiplier Delta Base (Field)	=	1.00
					Applicable Multiplier Fringe (Field)	=	1.00

The PW differentials Delta Base and Delta Fringe shown in the formulas above for Loaded Billing Rates are applicable only when performing services covered under DIR determinations

Name/Classification	Home Office Personnel Field	Effective Date of Hourly Rate From	To	Prevailing Wage Rate established by State DIR (only applicable for prevailing wage work) Base Salary Straight	1.5OT	2.0OT	Fringe Benefits	Total Base Salary + Fringe Benefit Straight	1.5OT	2.0OT	Employee Actual Rate (fringe benefits vary year over year) Base Salary Straight	1.5OT	2.0OT	Estimate Fringe	Total = Base + Fringe Straight	1.5OT	2.0OT	DELTA (TOTAL) = Employee Total Rate - DIR Rate Straight	1.5OT	2.0OT	Applicable DELTA (TOTAL) = Employee Total - DIR Total Straight	1.5OT	2.0OT	DELTA (BASE) = Employee Base - DIR Base Straight	1.5OT	2.0OT	Applicable DELTA Base = DIR Rate - Employee Base Rate Straight	1.5OT	2.0OT	Applicable DELTA FRINGE = DELTA TOTAL - DELTA BASE Straight	1.5OT	2.0OT	Loaded Hourly Billing Rates Straight	OT (1.5x)	OT (2x)	% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
David E. Woolley, PLS																																							
Officer	OFFICE	10/1/2024	9/30/2025																														$241.01				$ 77.78	
		10/1/2025	9/30/2026																														$248.23			3.00%	$ 80.11	N/A
		10/1/2026	9/30/2027																														$255.67			3.00%	$ 82.51	
Non-Prevailing Wage Work		10/1/2027	9/30/2028																														$263.35			3.00%	$ 84.99	
(Non-Exempt)																																							
Jonathon Maddox, PLS																																							
Surveyor	OFFICE	10/1/2024	9/30/2025																														$216.91	$251.91	$286.91		$ 70.00	
		10/1/2025	9/30/2026																														$223.41	$259.46	$295.51	3.00%	$ 72.10	N/A
		10/1/2026	9/30/2027																														$230.11	$267.24	$304.37	3.00%	$ 74.26	
Non-Prevailing Wage Work		10/1/2027	9/30/2028																														$237.02	$275.26	$313.51	3.00%	$ 76.49	
(Non-Exempt)																																							
Survey Technician																																							
	OFFICE	10/1/2024	9/30/2025																														$126.39	$146.79	$167.18		$ 40.79	
Average Hourly Rate		10/1/2025	9/30/2026																														$130.17	$151.18	$172.18	3.00%	$ 42.01	N/A
		10/1/2026	9/30/2027																														$134.08	$155.71	$177.35	3.00%	$ 43.27	
Non-Prevailing Wage Work		10/1/2027	9/30/2028																														$138.11	$160.39	$182.68	3.00%	$ 44.57	
(Non-Exempt)																																							
Party Chief,																																							
Party Chief	FIELD	10/1/2024	9/30/2025	$61.51	$92.27	$123.02	$33.87	$95.38	$126.14	$156.89	**$64.01**	$96.02	$128.02	$35.37	$99.38	$131.39	$163.39	$4.00	$5.25	$6.50	$0.00	$0.00	$0.00	$2.50	$3.75	$5.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$198.34	$230.35	$262.35		$ 64.01	
		10/1/2025	9/30/2026	$64.01	$96.02	$128.02	$35.37	$99.38	$131.39	$163.39	**$65.93**	$98.90	$131.86	$35.37	$101.30	$134.27	$167.23	$1.92	$2.88	$3.84	$0.00	$0.00	$0.00	$1.92	$2.88	$3.84	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$204.29	$237.26	$270.22	3.00%	$ 65.93	N/A
		10/1/2026	9/30/2027	$64.01	$96.02	$128.02	$35.37	$99.38	$131.39	$163.39	**$67.91**	$101.87	$135.82	$35.37	$103.28	$137.24	$171.19	$3.90	$5.85	$7.80	$0.00	$0.00	$0.00	$3.90	$5.85	$7.80	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$210.43	$244.38	$278.34	3.00%	$ 67.91	
Prevailing Wage Work		10/1/2027	9/30/2028	$64.01	$96.02	$128.02	$35.37	$99.38	$131.39	$163.39	**$69.95**	$104.93	$139.90	$35.37	$105.32	$140.30	$175.27	$5.94	$8.91	$11.88	$0.00	$0.00	$0.00	$5.94	$8.91	$11.88	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$216.75	$251.73	$286.70	3.00%	$ 69.95	
(non-Exempt)																																							
Chainman,																																							
Chainman	FIELD	10/1/2024	9/30/2025	$55.28	$82.92	$110.56	$33.65	$88.93	$116.57	$144.21	**$56.78**	$85.17	$113.56	$35.15	$91.93	$120.32	$148.71	$3.00	$3.75	$4.50	$0.00	$0.00	$0.00	$1.50	$2.25	$3.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$175.94	$204.33	$232.72		$ 56.78	
		10/1/2025	9/30/2026	$56.78	$85.17	$113.56	$35.15	$91.93	$120.32	$148.71	**$58.48**	$87.72	$116.96	$35.15	$93.63	$122.87	$152.11	$1.70	$2.55	$3.40	$0.00	$0.00	$0.00	$1.70	$2.55	$3.40	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$181.21	$210.45	$239.69	3.00%	$ 58.48	N/A
		10/1/2026	9/30/2027	$56.78	$85.17	$113.56	$35.15	$91.93	$120.32	$148.71	**$60.23**	$90.35	$120.46	$35.15	$95.38	$125.50	$155.61	$3.45	$5.18	$6.90	$0.00	$0.00	$0.00	$3.45	$5.18	$6.90	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$186.63	$216.75	$246.86	3.00%	$ 60.23	
Prevailing Wage Work		10/1/2027	9/30/2028	$56.78	$85.17	$113.56	$35.15	$91.93	$120.32	$148.71	**$62.04**	$93.06	$124.08	$35.15	$97.19	$128.21	$159.23	$5.26	$7.89	$10.52	$0.00	$0.00	$0.00	$5.26	$7.89	$10.52	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$192.24	$223.26	$254.28	3.00%	$ 62.04	
(non-Exempt)																																							

1. Prevailing Wages specified are based on current DIR determination. Any future DIR escalation of prevailing wage rates will be reflected in the loaded rates
2. "NC" denotes No Charge for work more than 8 hours per day and for weekends and holidays for this contract only
3. The billing rates shown in this cost proposal for field staff entitled for PW rates are calculated with estimated fringe benefits of the staff. The actual billing rates to be used in the invoices will be calculated by using the actual PW fringe benefits of the individual staff in accordance with the certified benefits statement submitted with each invoice
4. The employees' actual hourly rates shown in this cost proposal are the rates that were effective on 07/01/2024. Riverside County Transportation Commission Contract Manager's pre-approval is required for addition of staff not previously listed on the cost proposal. The billing rates for these employees, including those that fall under general classifications, will be calculated and reimbursed based on their actual hourly rates on 07/01/2024. Hourly rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel listed on this cost proposal having similar experience
5. Travel Time Charges:
   For Managers: On weekdays up to a maximum of 8 hours will be charged for work time, travel time or any combination of travel and work time. Billing Rate = Loaded Rate Formula "C" above
   For Exempt staff: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed as follow:
   Billing rate for travel time = Loaded Rate Formula "C" above
   All travel time, outside of the regular work day, will be billed without the application of overhead rate as follow: Billing Rate = (Actual Hourly Rate) (1+ Fee) + (Delta Base + Delta Fringe)
   For Non-Exempt Employees: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed at full normal overhead rate (i.e. without the application of the 1.5X or 2.0X multiplier for overtime as follow:

D. Woolley & Associates™
LAND SURVEYING AND MAPPING

May 9, 2025

David McMillan, MS, PLS
County Surveyor
County of Riverside
Transportation Department, Survey Division
4080 Lemon Street, 8th Floor, Riverside, CA 92501

Subject: Survey Agreement

D. Woolley & Associates, Inc. will use the following rates for Deposit Based Fee (DBF) accounts.

Project Surveyor $161/hour regular time; $186/hour overtime

If the Riverside County Board of Supervisors approves an increase to the Deposit Based Fee hourly rate during the term of this agreement, the hourly rate specified about will automatically adjust to the new rate within 30 calendar days of the approval.

Sincerely,

David E. Woolley
President/Owner

David E. Woolley, Professional Land Surveyor 7304
D. Woolley and Associates, Inc.
2832 Walnut Avenue, Suite A, Tustin, California
dwoolley@dwoolley.com

ATTACHMENT D • TITLE VI ASSURANCES

ARTICLE DI • INTRODUCTION

The U.S. Department of Transportation Order No. 1050.2A requires all federal-aid Department of Transportation contracts between COUNTY and CONSULTANT to contain Clauses A and E of Article DII • Clauses below. Clauses B, C, and D of Article DII • Clauses below are only applicable as shown below. In addition, the CONSULTANT must include Clauses A and E, and if applicable, Clauses B, C, and D of Article DII • Clauses below in all subcontracts to perform work under this Agreement.

Clause B of Article DII • Clauses below shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use or improvements thereon or interest therein to COUNTY. Clauses C and D of Article DII • Clauses below shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by COUNTY with other parties: (a) for the subsequent transfer of real property acquired or improved under the applicable activity, project or program; and (b) for the construction of use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project or program.

ARTICLE DII • CLAUSES

CLAUSE A

During the performance of this Agreement, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this Agreement.

b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONSULTANT shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this Agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

CLAUSE B: CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said

Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above- mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

CLAUSE C: CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the

recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

CLAUSE D: CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

CLAUSE E:

During the performance of this Agreement, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-

Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).