

Monthly Progress Report

Riverside County Renewable Energy Planning Program



Photo simulation of Desert Sunlight Solar Farm planned near Desert Center, Riverside County, California.

Commission Agreement #: REN-13-002

Monthly Progress Report #: 06

Period Covered: January 1 through March 31, 2015

Attached to Invoice #: N/A *(Invoice #02 to be submitted next month)*

Project Manager: Cindy A. Thielman-Braun

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Commission Agree. Manager: Cory Irish, MS - 18

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Executive Summary

For the first three months of 2015, the eRED Team continued work on project tasks. Two tasks occupied the bulk of the work effort. First, the County continued its review and analysis of the proposed DRECP relative to Riverside County in order to submit comments within the public comment period. (Note: Much of this work effort occurred outside the scope of this grant. Grant efforts focus on analysis of County General Plan relative to proposed DRECP plans.) Second, the County has continued the process for selecting a subcontracting firm to perform Salton Sea GIS mapping work via the County's RFQ process. Work on the analysis of the Salton Sea region for renewable energy suitability also remained on-going as well. While none of these efforts were completed by the end of the year, progress was made on each. Lastly, the County welcomed a new Planning Director, Steve Weiss, to the organization.

Work Statement

This section briefly addresses the status of the project's approved tasks in the Work Statement. Discussion is split into three sections focusing on completed activities, ongoing activities and, lastly, activities with no new progress to report. Each subtask item includes a report on its status, including discussion of any products due and whether or not the project is progressing according to schedule. Where applicable the discussion also covers any problems encountered, proposed changes contemplated and anticipated results for the upcoming quarter. Unless noted otherwise, each subtask remains on track in terms of budgeted funds and hours at this time and will continue to be produced monthly as per Work Statement and schedule.

Agreement Activities Completed This Month

No specific tasks or subtasks were completed in January, February or March 2015; although both Task 1.7 and Task 2.3 are expected to be completed in the next few weeks. See discussion under "Ongoing Activities," below, for details. All other activities and work products produced in the past two months were part of on-going efforts and are described in subsequent sections.

Status of Ongoing Agreement Activities

The tasks listed below are ongoing and have had activity performed as indicated. Unless noted otherwise, each of these tasks will be reported on further in subsequent progress reports. Ongoing items will remain in this section unless concluded or there has been no activity during the reporting period. In such cases, the item will be discussed in the applicable other section instead.

A. Task 1.4 – Monthly Progress Report

The fifth progress report was submitted to the CEC electronically on April 6, 2015, and a hardcopy was mailed the same day. An invoice for the first six months of the project (July 21 through December 31, 2014) was attached. (Invoice #01).

B. Task 1.7 – Obtain and Execute Subcontracts

Upon completion of the subconsultant ranking process, negotiations were initiated with the number one-ranked subconsultant (RBF Consulting). The draft subcontract to be executed between the County and the subconsultant was finalized by attorneys from both parties. Copies of the draft contract have previously been submitted to the CEC. Once finalized, the RBF representative signed the proposed contract and it is currently being routed for County review; ultimately the contract will be submitted to the County Board of Supervisors for action. A copy of the final contract as proposed for execution is attached. **See Attachment B.** See also discussion under Task 2.3, below.

C. Task 2.2 – Team Meetings

The eRED Project Manager (Cindy Thielman-Braun) met with several eRED team members either individually or in small groups throughout January, February and March of 2015; mostly regarding County analysis of the Draft DRECP EIR/EIS and preparation of comments to the State regarding the plan. There were no formal (with agenda) eRED team meetings held in either month. Lastly, as noted above, a new Planning Director, Steve Weiss, was hired to lead the department at the start of 2015. Mr. Weiss was briefed in on the details of the grant project and program status/progress. The original grant agreement does not include any billable hours for the Planning Director for grant activities and no changes to the existing personnel, billing rates or other grant agreement items are proposed or anticipated at this time. If any needed changes are identified, the County will contact the CEC to determine appropriate grant revisions.

D. Task 2.3 – RFP for Consultant Services

As noted above, contract and budget negotiations were concluded with the firm ranked number one through the RFQ process. The proposed budget and rates were finalized between the County and RBF Consulting. **See Attachment A.** Review and action on the recommendation to execute the contract is expected to be before the County Board of Supervisors on April 28th. The CEC should contact the County Project Manager (Cindy Thielman-Braun) asap if the State has any questions, comments or concerns regarding the proposed subconsultant contract, budget, staffing or billing rates. The proposal came in under the \$150,000 total budgeted by the County for the subconsultant work effort. Therefore, this item remains within budget at present and the subconsultant work should not affect the master budget.

E. Task 3.1 – Assemble Existing eRED Data

This task has been initiated in association with the research and preparation the eRED Project Manager has performed in developing the initial project presentations (for example, for internal use, etc.). The eRED team has also begun researching and studying existing eRED data and related technical information providing background on the issues the County is facing.

F. Task 3.2 – Develop eRED Opportunities and Constraints Criteria

Mapping and additional analysis of the draft DRECP EIR/EIS released by the State continued in January and a formal DRECP comment letter was finalized by the County and submitted prior to the February 23rd comment deadline. In addition to being submitted to the State, this DRECP research is being used to help identify the appropriate opportunities and constraints for eRED siting in Riverside County to inform the proposed General Plan Amendment. Research into renewable energy development potential remains ongoing at the start of 2015.

G. Task 3.3 – Identify Areas Suitable for Additional eRED Study

Similar to Task 3.2, this task was also initiated in conjunction with County review of the Draft DRECP EIR/EIS and will be used to help identify the appropriate opportunities and constraints for eRED siting in Riverside County. DRECP maps related to plans affecting Riverside County have been placed on the County's project website. This work effort remains ongoing at the start of 2015.

H. Task 4.1 – Assemble Information/Data for Salton Sea eRED Study Region

Work on this subtask is ongoing. Base maps being developed have been posted on the project website. Work is ongoing, particularly in coordination with NREL (National Renewable Energy Laboratory) mapping and analysis efforts. Towards this end, Ms. Thielman-Braun and, from the County Economic Development Agency (EDA), Deputy Director (and eRED team member) Phil Rosentrater, as well as County Energy Manager Janet Purchase (also with County EDA) spoke with NREL via conference call on January 3, 2015. There was no agenda for this meeting.

I. Task 4.2 – Analyze Salton Sea eRED Opportunities and Constraints

Work on this subtask is ongoing on conjunction with the Task 4.1 effort described above. This task remains ongoing.

J. Task 4.4 – Outreach and Coordination with Salton Sea Authority

No new meetings were held with the Salton Sea Authority in January, February or March of 2015. This task remains ongoing.

K. Task 4.5 – Technical Coordination with Utilities and Other Agencies in Salton Sea Region

No specific meetings or other actions not already mentioned were held during the first three months of 2015. This task remains ongoing.

L. Task 7.1 – Develop and Publish Project Webpage

The eRED Project website was formally launched in October 2014. Content is added to the site as it becomes available, e.g., copies of the monthly reports to the CEC and maps ready for public viewing. Information and data will continue to be added to the site as it is developed. This task remains ongoing.

M. Task 7.2 – Public Agency and Stakeholder Coordination and Other Outreach Meetings

No specific meetings with public agencies or stakeholders were held during the first three months of 2015. This task remains ongoing.

Tasks Not Yet Begun or With No Notable Changes

For this reporting period, no new work has been undertaken on the tasks listed below. In every case, unless noted otherwise, these tasks are those for which requisite prior actions are not yet complete. None of these tasks have any specific work product anticipated in the next three months (unless noted otherwise). Agendas and notes will continue to be forwarded for any meetings that do occur.

- A. **Task 1.2 – Critical Project Review (CPR) Meetings**
- B. **Task 1.3 – Final Meeting**
- C. **Task 1.5 – Final Report**
- D. **Task 2.1 – Kickoff Meeting (Internal County)**
- E. **Task 4.3 – Develop Salton Sea eRED Study Region Policies and Plans**
- F. **Task 5.1 – Revise General Plan: Eastern Coachella Valley Area Plan**
- G. **Task 5.2 – Revise General Plan: Multipurpose Open Space Element**
- H. **Task 5.3 – Revise General Plan: Rest of Document**
- I. **Task 5.4 – Prepare General Plan Documents for Processing**
- J. **Task 6.1 – CEQA Initial Study**
- K. **Task 6.2 – Prepare Environmental Review Document**
- L. **Task 6.3 – CEQA Consultations**
- M. **Task 6.4 – Prepare Final CEQA Documents for Processing**
- N. **Task 8.1 – General Plan Amendment Initiation Process (GPIP) Processing**
- O. **Task 8.2 – Planning Commission Processing**
- P. **Task 8.3 – Board of Supervisors Processing**
- Q. **Task 8.4 – Final Documents (Post-Adoption Actions, if Applicable)**

Completed Tasks -- No Further Changes

The tasks below have been completed and were addressed under prior progress reports, as indicated. No further actions are planned or anticipated for these tasks.

- A. **Task 1.1 – CEC Kickoff Meeting** (Completed July 22, 2014; see Progress Report #01.)
- B. **Task 1.6 – Required Permit Information** (Completed July 31, 2014; see Progress Report #01.)

Work Product / Deliverables

Products are “any tangible item specified in the Work Statement.” As per the conditions of REN-13-002 Exhibit C, item 5 (“Products”), “Unless otherwise directed, draft copies of all products identified in the Work Statement shall be submitted to the Commission Agreement Manager for review and comment. The Recipient will submit an original and two copies of the final version of all products to the Commission Agreement Manager.” Thus, in accordance with this directive, the following work products are submitted for this reporting period.

- A. **Attachment A:** Proposed budget and rates, RBF Consulting, March 31, 2015. (Task 2.3)
- B. **Attachment B:** Finalized draft subconsultant contract, March 31, 2015. (Tasks 1.7 and 2.3)

Financial Status

This section presents a brief narrative addressing costs incurred to-date in relation to the approved Budget. Also includes a discussion as to whether or not the project is progressing within the approved Budget, as well as identification of any proposed changes or adjustments being that may be considered. An invoice was submitted with the prior monthly report (#05). Assuming no changes are needed to the format or data submitted, the County will continue to submit invoices to the CEC monthly. Future invoice are expected to coincide with the progress report time frames. At present there are no issues outstanding (in either the Work Statement or the Budget) that might necessitate amendment of the Agreement. No budget changes or alterations are requested at this time. However, the County will likely be contacting the CEC to seek clarification on any invoicing issues identified in the first invoice, if necessary.

Additional Information

These items address any information in the Work Statement or Special Conditions not already covered in one of the above sections. Ministerial types of project information are also addressed, as well as the outlook for any significant future changes (i.e., amendments) and any issues not addressed elsewhere.

Amendments

Item 8 (“Amendments”) of Exhibit C, Terms and Conditions of Non-Federally Funded Grants, of the Agreement notes that, “Changes to the Work Statement, changes to specific line items in the budget, or both, may be made under certain conditions.” At present, there are no issues outstanding (neither in the Work Statement nor Budget) that would necessitate the proposal of an amendment to the Agreement other than, potentially, whatever changes may be necessary to clarify invoicing procedures, as noted above. Should any other issue arise with the potential to lead to an amendment request, the County will contact the CEC immediately.



Legal Notice

No product or report produced as a result of work funded by this program shall be represented to be endorsed by the California Energy Commission and all such products or reports shall include the following statement:

“This document was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. The Energy Commission, the State of California, its employees, contractors, and subcontractors make no warranty, express or implied, and assume no legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights.”

Attachment A:

Proposed budget and rates, RBF Consulting, March 31, 2015. (Task 2.3)

		Project Budget Utility Mapping and Infrastructure Planning Salton Sea Renewable Energy Study Region County of Riverside Date: 12/4/2014								
TASK	Project Manager	Technical Manager (Infra)	Assistant Engineer	Sr. GIS Analyst	GIS Analyst	GIS Technician	Total Hours	Total Cost		Total By Tasks
	250	195	145	135	110	97				
Phase 1: Mapping Existing Utility Plans										
Task 1-1: Project Kick-off and Project Management										
Project Kickoff	8	4		8			20	\$3,860		
Project Management	8			6			14	\$2,810		
									Total for Task 1:	\$6,670
Task 1-2 Technical Coordination Meetings										
Organize Meeting	2	2		6			10	\$1,700		
Technical Meetings (includes utilities)	8	8	8	24			48	\$7,960		
Minutes	0.5			4			4.5	\$665		
									Total for Task 2:	\$10,325
Task 1-3: Research and Data Collection										
Create Letter	4			2			6	\$1,270		
Create Data List	4			8			12	\$2,080		
Collect and Inventory Data	2			16	8	18	44	\$5,286		
									Total for Task 3:	\$8,636
Task 1-4: Geodatabase Design:										
Design Geodatabase	1			8			9	\$1,330		
Review with County	4			4			8	\$1,540		
Implement Geodatabase	1			4			5	\$790		
									Total for Task 4:	\$3,660
Task 1-5: Data Preparation and Conversion										
Review data	1	2	2	10	6	18	39	\$4,686		
Scrub Data	1			12	14	40	67	\$7,290		
Convert data and create metadata	1			12	14	80	107	\$11,170		
QC	4			12	12	10	38	\$4,910		
									Total for Task 5:	\$28,056
Task 1-6: GIS Existing Utility Mapping										
Create Maps	2			8		36	46	\$5,072		
Review with County	4			4			8	\$1,540		
Create final Deliverables	1			2		16	19	\$2,072		
									Total for Task 6:	\$8,684
Phase 2-Assessing Future Infrastructure Needs										
Task 2-1 Technical Coordination Meetings										
Organize Meetings	2	6		6			14	\$2,480		
Meetings		8		8			16	\$2,640		
Minutes		1		2			3	\$465		
									Total for Task 6:	\$5,585
Task 2-2 Infrastructure Planning										
Create recommendations	2		24				26	\$3,980		
Review Master Plan Document			40				40	\$5,800		
Create draft	2		16				18	\$2,820		
Review with County							0	\$0		
Create final	2	4	8	4			18	\$2,980		
									Total for Task 7:	\$15,580
Task 2-3 GIS Future Utility Mapping										
Create Maps	2			8		36	46	\$5,072		
Review with County	4			4			8	\$1,540		
Create final Deliverables	1			2		16	19	\$2,072		
									Total for Task 8:	\$8,684
Other Direct Costs										
Includes travel, reproduction, and other direct costs								\$1,000		\$1,000
TOTAL										\$96,880
TOTAL PROJECT BUDGET:										\$96,880

Text in blue/white reads:

Total: \$96,880

Total Project Budget: \$96,880

Attachment B:

Finalized draft subconsultant contract, March 31, 2015. (Tasks 1.7 and 2.3)

Contract No. _____
Riverside County Transportation

ENGINEERING SERVICES AGREEMENT

For

**Existing and Planned Utility Mapping and
Infrastructure Planning Services**

Between

County of Riverside, Transportation Department

And

RBF Consulting



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ENGINEERING SERVICES AGREEMENT

COUNTY OF RIVERSIDE, hereinafter referred to as “COUNTY,” and RBF CONSULTING, hereinafter referred to as “ENGINEER,” located at the following addresses,

County of Riverside, Transportation Department

RBF Consulting

4080 Lemon Street, 8th Floor

14725 Alton Parkway

Riverside, CA 92502

Irvine, CA 92618-2027

do hereby agree as follows:

ARTICLE I • DESIGNATED CONTACTS

Coordination of ENGINEER and COUNTY activities shall be accomplished through an ENGINEERING PROJECT MANAGER and a COUNTY PROJECT MANAGER.

The ENGINEERING PROJECT MANAGER for ENGINEER shall be:

Steve Bein, PE, GISP

The COUNTY PROJECT MANAGER for COUNTY shall be:

Cindy A. Thielman-Braun

ARTICLE II • PROJECT DEFINITION

ENGINEER 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 APPENDIX A, Scope of Services, which is attached hereto and incorporated herein by reference. All services and deliverables associated with the performance and accomplishment of the covenants described in the Scope of Services is hereinafter collectively referred to as the “PROJECT.”

ARTICLE III • COOPERATIVE AGENCIES

A. Lead Agency

COUNTY is designated as the lead agency for PROJECT and is working cooperatively with other agencies in the effort to complete PROJECT.

B. Cooperative Agencies

The cooperating agencies are listed below and will hereinafter be collectively referred to as the “AGENCIES.”

California Energy Commission

C. County / Agencies Standards

All deliverables shall be prepared in accordance with the current COUNTY and AGENCIES practices, regulations, policies, procedures, manuals and standards where applicable. All deliverables are subject to review and approval by COUNTY.

ARTICLE IV • CONDITIONS

A. Notifications

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed to the attention of the ENGINEERING PROJECT MANAGER or the COUNTY PROJECT MANAGER at the respective addresses provided on page one of this contract.

B. Assignment

Without written consent of COUNTY, this contract is not assignable by ENGINEER either in whole or in part.

C. Subcontracts

1. ENGINEER shall perform the services contemplated with resources available within its own organization. No portion of the services pertinent to this contract shall be subcontracted without written authorization by the COUNTY PROJECT MANAGER, except that which is expressly identified in this contract.
2. In the event ENGINEER subcontracts any portion of ENGINEER's duties under this contract, ENGINEER shall require its subcontractors to comply with the terms of this contract in the same manner as required of ENGINEER including, but not limited to; indemnification of the COUNTY, requiring the same insurance of Subcontractors as required of ENGINEER, and having Subcontractor's insurance name the COUNTY as Additional Insured for each type of insurance where this Agreement requires ENGINEER's insurance to name COUNTY as Additional Insured.

D. Modifications

1. This contract may be amended or modified only by mutual written agreement of the parties. No alteration or variation of the terms of this contract will be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein, will be binding on any of the parties hereto.

DRAFT ENGINEERING SERVICES AGREEMENT

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2. In the event ENGINEER subcontracts any portion of ENGINEER's duties under this contract, ENGINEER shall require its subcontractors to comply with the terms of this contract in the same manner as required of ENGINEER including, but not limited to; indemnification of the COUNTY, requiring the same insurance of Subcontractors as required of ENGINEER, and having Subcontractor's insurance name the COUNTY as Additional Insured for each type of insurance where this Agreement requires ENGINEER's insurance to name COUNTY as Additional Insured.

D. Modifications

1. This contract may be amended or modified only by mutual written agreement of the parties. No alteration or variation of the terms of this contract will be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein, will be binding on any of the parties hereto.

2. Minor modifications are changes that do not substantially affect the Scope of Service. Minor modifications may be: a shift of funds between tasks within a budget category; the shifting of work and/or funding from one phase to another; use of contingency pursuant to Article VI.B.1. All requests for minor modifications must be approved in writing by the Director of Transportation, or his designee, prior to implementing the change.
3. There shall be no change in the ENGINEERING PROJECT MANAGER or key members of the PROJECT team without prior written approval by the COUNTY PROJECT MANAGER.
4. All modifications that do not fit within the definition of a minor modification to the contract shall be considered a major change and must be approved in writing by the ENGINEER and COUNTY Board of Supervisors prior to implementing the major change.

E. County Directives

ENGINEER shall receive contract directions and interpretations from the COUNTY PROJECT MANAGER.

F. Liability

1. ENGINEER has total responsibility for the accuracy and completeness of all data, reports, plans, specifications and estimates prepared for this PROJECT 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 ENGINEER. 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 ENGINEER of his/her professional responsibilities or obligations under this contract.
2. 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 with 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 on PROJECT.
3. 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.

4. COUNTY and ENGINEER agree that plans, drawings or other work products prepared by ENGINEER are for the exclusive use of COUNTY and will be used by COUNTY for the PROJECT for which they were specifically designed. ENGINEER shall not be responsible for use of such plans, drawings or other work products if used on a different project without the written authorization or approval by ENGINEER.
5. ENGINEER acknowledges that the plans, drawings and/or other work products may be used by COUNTY for the PROJECT regardless of any disputes that may develop between ENGINEER and COUNTY. All plans, drawings, or other work product shall be deemed the sole and exclusive property of COUNTY and ownership thereof is irrevocably vested in COUNTY whether the PROJECT is executed or not.
6. ENGINEER, and the agents and employees of ENGINEER, in the performance of this contract, shall act in an independent capacity and not as officers, employees or agents of COUNTY.

G. Indemnification and Defense

1. To the fullest extent permitted by law, the ENGINEER shall (1) immediately defend and (2) indemnify the COUNTY, and its Supervisors, officers, and employees from and against all liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the engineer, or its employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The ENGINEER'S obligation to indemnify applies unless it is fully adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then ENGINEER'S indemnification obligation shall be reduced in proportion to the established comparative liability.
2. The duty to defend is a separate and distinct obligation from ENGINEER'S duty to indemnify. ENGINEER shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the COUNTY, the COUNTY and its Supervisors, officers, and employees, immediately upon tender to ENGINEER of the claim in any form or at any stage of an action or proceeding, whether or not

liability is established. An allegation or determination that persons other than ENGINEER are responsible for the claim does not relieve ENGINEER from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if ENGINEER asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an indemnified party, ENGINEER may submit a claim to the COUNTY for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the indemnified party.

3. The review, acceptance or approval of the ENGINEER'S work or work product by any indemnified party shall not affect, relieve or reduce the ENGINEER'S indemnification or defense obligations. This section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.
4. In the event there is conflict between the indemnity and defense provisions and California Civil Code Sections 2782 and 2782.8, the indemnity and defense provisions shall be interpreted to comply with Civil Code sections 2782 and 2782.8.

H. Quality Control

ENGINEER shall implement and maintain the following quality control procedures during the preparation of the plans and documents relating to PROJECT. ENGINEER shall have a quality control plan in effect during the entire time services are being performed under this contract. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected and back-checked, 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 PROJECT MANAGER. All plans, calculations documents and other items submitted to the COUNTY PROJECT MANAGER 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.

I. Value Engineering

1. Elements of PROJECT may be considered for Value Engineering Studies. To this end, the COUNTY PROJECT MANAGER may direct the ENGINEER to examine the various elements of a design segment and submit an informal written statement or memorandum addressing those elements where it appears significant savings and other advantages can be realized. The statement shall be sufficiently informative to enable COUNTY to determine whether to direct a detailed Value Engineering Study or possibly direct immediate design changes where the value of the change is apparent without the need of detailed study and analysis.
2. ENGINEER or its subcontractors shall not incorporate in the design materials or equipment of single or sole source origin without written approval of COUNTY. Proprietary names of material or equipment shall not be used in the plans and specifications.

J. Extra Work

1. ENGINEER shall not perform Extra Work until receiving written authorization from the COUNTY PROJECT MANAGER.
2. In the event that COUNTY directs ENGINEER to provide services constituting Extra Work, COUNTY shall provide extra compensation to the ENGINEER. Allowable compensation for approved extra work will be based on the provisions of APPENDIX C, Budget, which is attached hereto and incorporated herein by reference.
3. An amendment to this contract providing for such compensation for Extra Work shall be issued by COUNTY to ENGINEER. Such Amendment shall not be effective until executed by both parties.

K. Disputes

1. In the event ENGINEER considers any work demanded of him to be outside the requirements of the contract, or if he considers any order, instruction, or decision of COUNTY to be unfair, he shall promptly upon receipt of such order, instruction or decision, ask for a written confirmation of the same whereupon he shall proceed without delay to perform the work or to conform to the order, instruction, or decision; but unless ENGINEER finds such order, instruction, or decision satisfactory, he shall within 20 days after receipt of same, file a written protest with COUNTY stating clearly and in detail his objections and reasons therefore. Except for such protests or objections as are made of record in the manner specified and

within the time stated herein, and except for such instances where the basis of a protest could not reasonably have been foreseen by ENGINEER within the time limit specified for protest, ENGINEER hereby waives all grounds for protests or objections to the orders, instruction, or decisions of COUNTY and hereby agrees that, as to all matters not included in such protests, the orders, instructions and decisions of COUNTY will be limited to matters properly falling within COUNTY's authority.

2. Any controversy or claim arising out of or relating to this contract which cannot be resolved by mutual agreement may be settled by arbitration in accordance with the rules of the American Arbitration Association, provided that the parties mutually agree to submit to arbitration.
3. Neither the pendency of a dispute nor its consideration by arbitration will excuse ENGINEER from full and timely performance in accordance with the terms of the contract.

L. Termination Without Cause

1. COUNTY reserves the right to terminate this contract at COUNTY's discretion and without cause, upon thirty (30) calendar days written notice to ENGINEER.
2. In the event of termination of the Agreement, upon demand, ENGINEER shall deliver to COUNTY all field notes, surveys, studies, reports, plans, drawings, specifications, and all other materials and documents prepared by or provided to ENGINEER in the performance of this contract. All such documents and materials shall be property of COUNTY.
3. In the event that this contract is terminated, ENGINEER is entitled to full payment for all services performed up to the time written notice of contract cancellation is received by ENGINEER. Payment shall be made for services performed to date based upon the percentage ratio that the basic services performed bear to the services contracted for, less payments made to date; plus any amount for authorized, but unpaid, extra work performed and costs incurred.

M. Termination for Lack of Performance

COUNTY may terminate this contract and be relieved of the payment of any consideration to ENGINEER should ENGINEER fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. In such event, ENGINEER shall be paid only for work rendered in accordance with the terms and conditions of this agreement prior to the effective date of termination.

N. Insurance

Without limiting or diminishing the ENGINEER's obligation to indemnify or hold the COUNTY harmless, ENGINEER 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 ENGINEER has employees as defined by the State of California, the ENGINEER 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 ENGINEER's performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

3. Vehicle Liability:

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

ENGINEER shall maintain Professional Liability Insurance providing coverage for the ENGINEER'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 ENGINEER'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 ENGINEER shall purchase at his sole expense either: 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that ENGINEER 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 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 ENGINEER must declare the 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 Risk Manager, ENGINEER'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. ENGINEER shall cause ENGINEER's insurance carrier(s) to furnish the County of Riverside with a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, 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 coverages set forth herein and the insurance required herein is in full force and effect. ENGINEER shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on carrier's 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 ENGINEER'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 work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the ENGINEER has become inadequate.
- f. ENGINEER 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. ENGINEER 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.

O. Conflict of Interest

ENGINEER warrants, by execution of this contract, that no person or selling agency has been employed or retained to solicit or secure this contract 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 ENGINEER for the purpose of securing business. For breach or violation of this warranty, COUNTY has the right to annul this contract without liability, pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee. ENGINEER may be requested to complete a Conflict of Interest Statement prior to, during, or after execution of this contract. ENGINEER understands that as a condition of this contract ENGINEER agrees to complete the Conflict of Interest Statement when requested to do so by COUNTY.

P. Legal Compliance

ENGINEER 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 contract, including, without limitation, workers' compensation laws and licensing and regulations.

Q. Nondiscrimination

1. During the performance of this contract, ENGINEER and its Subcontractors shall not act unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. ENGINEER and Subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. ENGINEER and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
2. ENGINEER will provide all information and reports required by the regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by COUNTY or AGENCIES to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of

ENGINEER is in the exclusive possession of another who fails or refuses to furnish this information, ENGINEER shall so certify to COUNTY and shall set forth what efforts ENGINEER has made to obtain the information.

3. In the event of ENGINEER's noncompliance with the nondiscrimination provisions of this contract, COUNTY shall impose such contract sanctions as it determines to be appropriate, including, but not limited to:

- a. Withholding of payments to ENGINEER under the contract until ENGINEER complies;
- b. Cancellation, termination, or suspension of the contract in whole or in part.

4. ENGINEER shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

5. ENGINEER shall comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR 21 through Appendix H and 23 CFR 710.405(b) are applicable to this contract by reference.

R. Labor Code and Prevailing Wages

1. Certain Classifications of Labor under this contract may be subject to prevailing wage requirements.

2. Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here set forth in full. The parties recognize that said Chapter 1 deals, among other things with discrimination, penalties and forfeitures, their disposition and enforcement, wages, working hours, and securing workers' compensation insurance and directly affect the method of prosecution of the work by ENGINEER and subject it under certain conditions to penalties and forfeitures. Execution of the contract by the parties constitutes their agreement to abide by said Chapter 1, their stipulation as to all matters which they are required to stipulate as to by the provisions of said Chapter 1, constitutes ENGINEER's certification that he is aware of the provisions of said Chapter 1 and will comply with them and further constitutes ENGINEER's certification as follows: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

3. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem

wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov>.

4. Should a portion of the PROJECT contain Federal funding, Federal minimum wages shall be used. The Federal minimum wage rates for this PROJECT as determined by the United States Secretary of Labor are available from the U.S Department of Labor, Employment Standards Administration, Wage and Hour Division's Internet website at <http://www.access.gpo.gov/davisbacon>. If there is a difference between the minimum wage rates determined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the ENGINEER and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the ENGINEER and subcontractors, the ENGINEER and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

S. Review and Inspection

ENGINEER and any Subcontractors shall permit COUNTY and/or AGENCIES to review and inspect PROJECT activities including review and inspection on a daily basis.

T. Record Retention / Audits

1. ENGINEER's and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review, it is ENGINEER's responsibility to ensure Federal, State, or local government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be

adjusted by ENGINEER and approved by COUNTY contract manager to conform to the audit or review recommendations. ENGINEER agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by COUNTY at its sole discretion. Refusal by ENGINEER to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

2. ENGINEER, Subcontractors, and COUNTY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for ten years from the date of final payment under the contract or five years from PROJECT closeout, whichever is later.
3. COUNTY, the California Energy Commission, the State Auditor General, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of ENGINEER that are pertinent to the contract for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

U. Rebates, Kickbacks, or Other Unlawful Consideration

ENGINEER warrants that this contract 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 the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

V. Prohibition of Expending Local Agency, State, or Federal Funds for Lobbying

1. ENGINEER certifies to the best of his or her knowledge and belief that:
 - a. No State, Federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of ENGINEER to any person for influencing or attempting to influence an officer or employee of any 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 any State or Federal contract; the making of any State

or Federal grant; the making of any State or Federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.

b. 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 Federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this Federal contract, grant, loan, or cooperative agreement; ENGINEER shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

2. 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 Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. ENGINEER also agrees by signing this document that ENGINEER shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

W. Ownership of Data

Ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in COUNTY and no further agreement will be necessary to transfer ownership to COUNTY.

X. Confidentiality of Data

1. All financial, statistical, personal, technical or other data and information which is designated confidential by COUNTY or AGENCIES, and made available to ENGINEER in order to carry out this contract, shall be protected by ENGINEER from unauthorized use and disclosure.
2. Permission to disclose information on one occasion for a public hearing held by COUNTY or AGENCIES relating to the contract shall not authorize ENGINEER to further disclose such information or disseminate the same on any other occasion.

3. ENGINEER shall not comment publicly to the press or any other media regarding the contract, including COUNTY or AGENCIES actions regarding this contract. Communication shall be limited to COUNTY, AGENCIES or ENGINEER's staff that are involved with the PROJECT, unless ENGINEER shall be requested by COUNTY to attend a public hearing or respond to questions from a Legislative committee.
4. Each subcontract shall contain provisions similar to the foregoing related to the confidentiality of data and nondisclosure of the same.
5. ENGINEER shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this contract without prior review of the contents thereof by COUNTY and receipt of COUNTY's written permission.

Y. Funding Requirements

1. All obligations of COUNTY are subject to appropriation of resources by various Federal, State and local agencies.
2. This contract is valid and enforceable only if sufficient funds are made available to COUNTY for the purpose of this PROJECT. In addition, this contract is subject to any additional restrictions, limitations, conditions or any statute enacted by Congress, State Legislature or COUNTY that may affect the provisions, terms or funding of this contract in any manner.
3. It is mutually agreed that if sufficient funds for the program are not appropriated, this contract will be amended or terminated to reflect any reduction in funds.

ARTICLE V • PERFORMANCE

A. Performance Period

1. This contract shall begin upon notification to proceed by the COUNTY PROJECT MANAGER.
2. ENGINEER is advised that any recommendation for contract award is not binding on COUNTY until the proposed contract is fully executed and approved by COUNTY.
3. ENGINEER shall perform PROJECT services in accordance with the provisions set forth in APPENDIX B, Schedule of Services, which is attached hereto and incorporated herein by reference.
4. Where ENGINEER 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 to offer comments prior to final submission.

5. When COUNTY determines that ENGINEER has satisfactorily completed the PROJECT services in accordance with the terms and conditions of this agreement, COUNTY may give ENGINEER a written Notice of Final Acceptance. ENGINEER shall not incur any further costs hereunder unless so specified in the Notice of Final Acceptance. ENGINEER may request a Notice of Final Acceptance determination when, in ENGINEER's opinion, ENGINEER has satisfactorily completed all covenants as stipulated in this contract.

6. Time is of the essence in this contract.

B. Time Extensions

1. Any delay in providing PROJECT services required by this contract occasioned by causes beyond the control and not due to the fault or negligence of ENGINEER, shall be the reason for granting an extension of time for the completion of the aforesaid work. When such delay occurs, ENGINEER 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 reasonable 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 ENGINEER any civil legal remedies in the event of a dispute.

C. Reporting Progress

1. As part of the monthly invoice ENGINEER shall submit a progress report in accordance with COUNTY Engineering Services Progress Reporting Guidelines. Progress Reports shall indicate the progress achieved during the previous month in relation to the Schedule of Services. Submission of such progress report by ENGINEER shall be a condition precedent to receipt of payment from COUNTY for each monthly invoice submitted.
2. To ensure understanding and performance of the contract objectives, meetings between COUNTY, AGENCIES, and ENGINEER shall be held as often as deemed necessary. All work objectives, ENGINEER's work schedule, the terms of the contract and any other related issues will be discussed and/or resolved. ENGINEER shall keep minutes of meetings and distribute copies of minutes as appropriate.

D. Evaluation of ENGINEER

ENGINEER's performance will be evaluated by COUNTY for future reference.

ARTICLE VI • COMPENSATION

A. Work Authorization

ENGINEER shall not commence performance of any work or PROJECT services until so directed by the COUNTY PROJECT MANAGER. No payment will be made prior to approval of this contract.

B. Basis of Compensation

1. PROJECT services as provided under this contract and as described in the Scope of Services, shall be compensated for as defined in APPENDIX C, Budget, which is attached hereto and incorporated herein by reference. The total amount of the contract is not to exceed \$96,880.00 and reimbursement is to be made at actual cost plus fixed fee for the following contractors:

• Prime: RBF Consulting \$96,880.00

• Subs: None None

Engineer's Budget \$96,880.00

Contingency = \$53,120.00

Total Budget \$150,000.00

2. If a contingency budget is provided, COUNTY shall hold such contingency in reserve for unforeseen Extra Work that may arise during the performance of this agreement. Contingency budget shall only be used at the discretion of the COUNTY PROJECT MANAGER, and with prior written authorization by the COUNTY PROJECT MANAGER.

3. No additional compensation for Extra Work will be paid except upon the issuance of an Extra Work Order by COUNTY.

4. Prior authorization in writing by the COUNTY PROJECT MANAGER will be required before ENGINEER enters into any non-budgeted purchase order or subcontract exceeding \$500 for supplies, equipment or consultant services. ENGINEER shall provide an evaluation of the necessity or desirability of incurring such costs.

5. For purchase of any item, service or consulting work not covered in ENGINEER's proposal and exceeding \$500, with prior authorization by the COUNTY PROJECT MANAGER, three (3) competitive quotations shall be submitted with the request, or the absence of bidding shall be adequately justified.
6. Any equipment purchased as a result of this contract is subjected to the following: ENGINEER 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 \$500 or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit. At the conclusion of the contract or if the contract is terminated, ENGINEER 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 ENGINEER elects to keep the equipment, fair market value shall be determined, at ENGINEER's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable by COUNTY, and ENGINEER. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY and AGENCIES.
7. The consideration to be paid ENGINEER, as provided herein, shall be in compensation for all of ENGINEER's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
8. ENGINEER agrees that Contract Cost Principles and Procedures, CFR 48, Federal Acquisition Regulations Systems, Chapter 1, Part 31, shall be used to determine the allowability of individual items of cost.
9. ENGINEER also agrees to comply with Federal procedures in accordance the Code of Federal Regulations Section 49, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
10. In the event of errors or omissions in the plans for PROJECT, ENGINEER shall perform the necessary engineering services required to correct such errors and omissions without additional charge to COUNTY.

C. Progress Payments

1. ENGINEER shall submit monthly invoices for PROJECT Services in accordance with APPENDIX C, Budget, and in accordance with COUNTY Engineering Services Invoicing Procedures.

2. ENGINEER shall submit an invoice each month for PROJECT services performed during the preceding month. Invoices shall be submitted to the COUNTY PROJECT MANAGER and shall be included with a Progress Report covering the same period as the submitted invoice.
3. Progress payments will be based on PROJECT services provided and actual costs incurred. Payments made prior to the completion of each phase will not exceed the amount allowed in ENGINEER's cost proposal for the completion of that phase and prior phases, unless approved in writing by the COUNTY PROJECT MANAGER.
4. Progress payments will be made as promptly as fiscal procedures will permit upon receipt by the COUNTY PROJECT MANAGER of itemized invoices.

ARTICLE VII • GIS INFORMATION

- 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 contract.
- B. ENGINEER 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. ENGINEER 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; and there is no intention of COUNTY to transfer ownership of COUNTY GIS information.
- C. COUNTY GIS information is made available to ENGINEER solely for use in the normal course of ENGINEER's business to produce reports, analysis, maps and other deliverables only for this PROJECT and as described within the Scope of Services.
- D. ENGINEER 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 ENGINEER's use of COUNTY GIS information.
- E. GIS information cannot be used for all purposes; and GIS information may not be complete for all purposes. Additional investigation or research by ENGINEER 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, ENGINEER 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; and COUNTY provides no warranty for the use of COUNTY GIS or COUNTY GIS information by ENGINEER. 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; AND SUCH OTHER WARRANTIES ARE HEREBY EXCLUDED.

G. Final plans, drawings or PROJECT work products will be provided in an electronic format suitable for inclusion within the COUNTY GIS or CADD Systems by ENGINEER 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. COUNTY will provide additional GIS technical specifications as needed to ensure that all data, maps, plans and other work products submitted by ENGINEER are compatible with COUNTY GIS systems and suitable for COUNTY use.

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ARTICLE VIII • APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

_____ Dated: _____

JUAN C. PEREZ

Director of Transportation and Land Management

APPROVED AS TO FORM:

GREGORY P. PRIAMOS, COUNTY COUNSEL

_____ Dated: _____

By Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

_____ Dated: _____

PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

_____ Dated: _____

KECIA HARPER-IHEM

Clerk of the Board (SEAL)

ENGINEER Approvals

ENGINEER:

_____ Dated: _____

PRINTED NAME

TITLE

APPENDIX A • SCOPE OF SERVICES**ARTICLE AI • INTRODUCTION****A. Project Description**

Under this contract the ENGINEER will perform utility mapping and infrastructure planning services for the Riverside County Transportation and Planning Departments. Said services will consist of developing maps, plans and GIS data of existing and master-planned (future) utility and working with COUNTY to identify any future infrastructure needed to facilitate COUNTY buildout. Area of focus/emphasis will be the proposed “Salton Sea Renewable Energy Study Region” (STUDY REGION, herein) at the eastern end of the Coachella Valley.

B. Coordination

ENGINEER is expected to coordinate with other involved AGENCIES to obtain needed plans and data. Coordination may include, but will not necessarily be limited to, the following AGENCIES serving or with infrastructure located in or across the Eastern Coachella Valley/Salton Sea region:

- | | | |
|-----------------------------------|---------------------------------|-----------------------------|
| • County of Imperial | • Cal. Energy Commission | • Torres-Martinez Tribe |
| • Imperial Irrigation District | • Cal. Dept. of Transportation | • Bureau of Land Management |
| • Coachella Valley Water District | • Cal. Dept. of Conservation | • Bureau of Indian Affairs |
| • Valley Sanitary District | • Cal. Dept. of Fish & Wildlife | • U.S. Geological Service |
| • Other Utility Providers | • Other State Agencies | • Other Federal Agencies |

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

C. Standards

All work will be prepared in accordance with COUNTY, California Energy Commission (CEC) and/or Caltrans practices, regulations, policies, procedures, manuals and standards, or as directed. Deliverables will be prepared in accordance with the most current Caltrans, COUNTY and/or CEC guidance, as applicable. Exceptions must be approved by COUNTY in advance.

D. Key Personnel

The ENGINEER has represented to the COUNTY that certain key personnel will perform the services and if one or more of such personnel should become unavailable, ENGINEER may substitute other personnel of at least equal competence only after prior written approval by the COUNTY PROJECT MANAGER has been

secured. The key personnel for performance on this contract are:

Name	Position	Billing Rate Category
Steve Bein	Project Manager	A
Jim Sinnema	Assistant Project Manager	A
Michael Sutton	Technical Advisor, Local Liaison	B
Michael Boeck	Infrastructure Assessment Lead	B
Ron Craig	Technical Advisor	B
Kevin Thomas	Technical Advisor	B
John Nagel	Technical Advisor	B
Michael Cranford	Database Programmer	B
Sam Valdez	Modelling Engineer	C
JD Chiniaeff	Engineering Support	C
Jim McPherson	GIS Data Collection Lead	D
April Kaiser	Senior GIS Analyst	D
Diane Ray	GIS QA/QC Lead	D
Richard Hendrickson	GIS Conversion Lead	D
Fred Moreno	Senior GIS Analyst	D
David Jacobus	GIS Analyst	E
Kelley O'Neill	GIS Technician	F
Jeffery Stiles	GIS Technician	F
Zachery Pekin	GIS Technician	F
Bryan Menegazzo	GIS Technician	F

ARTICLE AII • PROJECT ADMINISTRATION

A. Project Management

1. The ENGINEER will maintain ongoing liaison with the COUNTY PROJECT MANAGER and other affected AGENCIES to promote coordination during the course of working on the PROJECT and ensure timely delivery of work products.

B. Cost Accounting

1. ENGINEER will prepare monthly reports of expenditures for the PROJECT, including certified payroll reports. These reports will be included as supporting data for invoices presented to COUNTY every month.
2. Invoicing submitted to the County shall include preparation of "Prime Subconsultant" invoicing forms, as required by the CEC pursuant to the grant Agreement (REN-13-002). The County will provide ENGINEER with these CEC forms.

C. Scheduling

1. A schedule will be prepared for the tasks identified for the PROJECT and shall require COUNTY approval prior to start of tasks.
2. No work shall be undertaken until authorized by COUNTY PROJECT MANAGER.
3. The expected time duration for the performance for this project is approximately six to twelve months. The ENGINEER's work effort is scheduled to start in January 2015.
4. All work is to be completed and fully invoiced prior to June 30, 2016.

ARTICLE AIII • SCOPE OF WORK

1. This PROJECT is to provide utility and infrastructure mapping of the eastern Coachella Valley/Salton Sea region to the Riverside County Transportation Department for use in renewable energy-related work. Services will be performed at the request of COUNTY PROJECT MANAGER or authorized designee and in accordance with the approved schedule for PROJECT tasks. ENGINEER shall take directives from COUNTY PROJECT MANAGER as appropriate. ENGINEER shall not accept the directives of other AGENCIES' personnel in contradiction to COUNTY directives. Willful failure to comply with COUNTY directives as a result of directives from other AGENCIES shall constitute a breach of contract by the ENGINEER.
2. The total sum of the authorized budget for ENGINEER's Scope of Work shall not exceed the maximum amount as defined in APPENDIX C.

A. Services To Be Provided

The tasks developed for the PROJECT consist of various utility and infrastructure mapping and related assignments including, but not limited to, the following:

1. Evaluate and prepare conceptual utility / infrastructure maps for the Salton Sea STUDY REGION. Data and maps shall be developed to identify critical opportunities and constraints within the Salton Sea Study Region for applicable renewable energy resources. These will include, but may not be limited to, the following:
 - a. Locations of existing infrastructure, i.e., electrical, water, sewer, gas (with emphasis on electrical transmission lines and corridors).
 - b. Planned future infrastructure availability, i.e., electrical, water, sewer, gas (with emphasis on electric transmission lines and corridors).
 - c. Existing and planned future drainage facilities/storm drainage infrastructure (to the extent relevant to eRED planning issues).
2. Compile data for and create conceptual (schematic) maps of existing and master-planned (future) utilities and infrastructure. Infrastructure studied is expected to include roads, power lines and electric substations, as well as natural gas, water and sewer lines, drainage facilities and treatment plants.
3. Coordinate with utility providers expected to be serving the area or having plans for the area. These may include, but not be limited to: Coachella Valley Water District, Imperial Irrigation District, Southern California Edison, Valley Sanitary District and Verizon Communications, at minimum.
4. Receive utility plans and data from the solicited public utilities/AGENCIES/providers and process all as-built plans, PROJECT data and other submittals. Coordinate submittals with information contained in related documents. Prepare copies of all utility maps/plans obtained and submit to COUNTY in paper and electronic formats for COUNTY use. Establish and implement procedures for expediting the processing and approval of such data in a manner meeting stated COUNTY GIS standards.
5. Develop GIS layers identifying existing/planned infrastructure related to potential eligible renewable energy resources. Such infrastructure could include roads, power lines and electric substations, as well as natural gas, water and sewer lines, drainage facilities and treatment plants. COUNTY will provide engineering and GIS specifications as to the necessary level of required mapping and coordination.
6. Prepare maps and GIS data based on the information acquired from the utility providers. Plans shall depict existing utilities and current master-planned utilities for the STDUY AREA. In developing GIS dataset for existing utilities/infrastructure, work effort may include converting as-built data obtained from

providers into suitable GIS data as well as converting and electronically submitting all applicable utility plans. All mapping work product prepared by ENGINEER shall be submitted to COUNTY in a format compatible with and suitable for County GIS use. The various mapping efforts may be performed by the ENGINEER directly, by the COUNTY directly or in some agreed-upon combination of the two. COUNTY will provide ENGINEER with additional GIS technical specifications as needed to ensure that all data, maps, plans and other work products submitted by ENGINEER are compatible with COUNTY GIS systems and suitable for COUNTY use.

7. Participate in relevant coordination with the Salton Sea Authority and, in particular, attend various technical meetings with local utilities and other AGENCIES.
8. Coordinate with COUNTY, Salton Sea Authority, its member AGENCIES, utility providers and any other involved entities to perform cross-jurisdictional planning, acquire and share data, and identify any additional studies or infrastructure planning needed.
9. Assist COUNTY in conducting final review of all submitted documents, maps and data. ENGINEER shall coordinate the correction and processing of all work into a GIS format deemed acceptable by the COUNTY. All materials submitted will become the property of the COUNTY.
10. Perform both mapping PROJECT phases. PHASE ONE of ENGINEER's work effort will encompass creation of existing and master-planned (future) utility maps. PHASE TWO of ENGINEER's work effort will be coordinating with COUNTY to analyze existing plans and prepare conceptual alignment mapping of utilities identified as necessary for buildout of COUNTY land uses over time (if different from agency plans). PHASE TWO is expected to encompass approximately two-hundred hours or roughly one-third of the total proposed work effort.
11. Develop recommendations for conceptual (*not* design/build) infrastructure plans to identify where and how utilities and their connections, extensions or tie-ins would be needed to best serve planned development within the COUNTY, including areas potentially suitable for eligible renewable energy resource development (particularly for solar and/or geothermal, as conditions allow or are deemed suitable for the given resource).
12. Perform other associated professional services that may be requested.

B. Required ENGINEER Responsibilities

The ENGINEER shall report directly to COUNTY. In addition to the scope of work described above, the ENGINEER's responsibilities and duties shall include, but not be limited to, the following:

1. Provide preliminary evaluation of the program and PROJECT budget requirements, each in terms of the other.
2. Maintain strict cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
3. Facilitate cooperation with and among the COUNTY, AGENCIES, regional utility and infrastructure providers, County of Imperial staff and any general public or other interested parties.
4. Verify and monitor that all required certificates of bonds and insurance are kept current and have been received from the Consultant and forwarded to the County for approval.
5. Assist COUNTY in determining when the PROJECT or a designated portion thereof, is substantially complete. Prepare for the County a summary of the status of the work of ENGINEER, listing any changes in previously identified work products and recommending the timeframe and schedule by which ENGINEER shall complete uncompleted items.
6. Secure and transmit to County any required guarantees, affidavits, releases, bonds or waivers.

C. Required COUNTY Responsibilities

The County will:

1. Furnish any relevant documents, including plans, specifications or engineering estimates in the COUNTY's possession.
2. Prepare and process progress payments upon receipt of approved payment requests from the ENGINEER.
3. Process change orders upon receipt of approved change order requests from ENGINEER.
4. Endeavor to process and pay invoices from ENGINEER within thirty (30) days of validation and approval.

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APPENDIX B • SCHEDULE OF SERVICES

ARTICLE BI • SCHEDULE

ENGINEER shall perform the covenants set forth in this contract, all appendices and attachments in accordance with the performance requirements of ARTICLE V of this contract and with the following Schedule of Services. As PROJECT funding is contingent upon a grant from the California Energy Commission, this contract may not be extended beyond June 30, 2016. All covenants set forth in this contract shall be completed by June 30, 2016, unless extended by supplemental agreement.

Contract expiration time frames:

Contract Expiration	Contract Execution Date to June 30, 2016
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All Work Products	Due by December 31, 2015
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All Invoicing	Due by March 31, 2016
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Deliverables schedules will be prepared for the various tasks under APPENDIX A.

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APPENDIX C • BUDGET

ARTICLE CI • ELEMENTS OF COMPENSATION

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

A. Direct Labor Costs

Direct Labor Costs shall be paid in an amount equal to the billing rates provided in section ARTICLE CV • BILLING RATES. Billing rates for staff positions not listed in the billing rates will be based on negotiated rates for each position prior to proceeding with the work.

B. Other Direct Costs

Additional Direct Costs, directly identifiable to the performance of the services of this contract, shall be reimbursed at the rates defined in the Engineering Services Agreement ARTICLE VI • COMPENSATION, or at actual invoiced cost, whichever is lower, and shall require prior approval.

C. Outside Services

Outside services shall be paid in accordance with the negotiated cost proposal for the PROJECT and shall require prior approval.

ARTICLE CII • INVOICING

ENGINEER shall submit invoices in accordance with the Engineering Services Agreement ARTICLE VI • COMPENSATION and with the following requirements.

1. Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by the COUNTY PROJECT MANAGER or designee.
2. Billings for direct labor, other direct costs and outside services shall be included in ENGINEER's monthly invoice submittals and shall be in conformance with COUNTY Invoicing Procedures. Invoicing shall also include data and/or forms required by the California Energy Commission (i.e., for "Prime Subconsultant") in order for the County to receive reimbursement under the grant from the CEC pursuant to Grant Agreement REN-13-002. ENGINEER's invoice shall include CEC invoicing forms, as supplied by COUNTY.
3. The charges for each individual assigned under this Agreement shall be listed separately.
4. Charges of \$500.00 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation such as work requests, field notes, invoices, telephone logs, etc.

5. Each invoice shall bear a certification signed by the ENGINEERING CONTRACT MANAGER or an officer of the firm, which reads as follows:

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

ARTICLE CIII • PAYMENT

Progress payments shall be made in accordance with the Engineering Services Agreement ARTICLE VI • COMPENSATION.

ARTICLE CIV • COST PROPOSAL

The following Project Budget reflects the negotiated targeted contract amount. The total dollar amount of this contract **is not to exceed \$150,000.00** total, which includes a \$53,120.00 contingency, to be administered solely at COUNTY'S discretion. Written approval from the COUNTY PROJECT MANAGER is required to expend any contingency funds.

PROJECT BUDGET

Rate Category	A	B	C	D	E	F	Total	Total	Total
Task Billing Rate (\$)	250	195	145	135	110	97	Hours	Cost	By Task
PHASE 1: MAPPING EXISTING UTILITY PLANS									
Task 1-1: Project Kickoff and Project Management									
Project Kickoff	8	4		8			20	\$3,860	
Project Management	8			6			14	\$2,810	
Total for Task 1-1									\$6,670
Task 1-2: Technical Coordination Meetings									
Organize Meeting	2	2		6			10	\$1,700	
Technical Meetings (Includes Purveyors)	8	8	8	24			48	\$7,960	
Minutes	0.5			4			4.5	\$665	
Total for Task 1-2									\$10,325
Task 1-3: Research and Data Collection									
Create Letter	4			2			6	\$1,270	
Create Data List	4			8			12	\$2,080	

Salton Sea Renewable Energy Study Region Planning Project

1	Collect and Inventory Data	2			16	8	18	44	\$5,286	
2	Total for Task 1-3									\$8,636
3	Task 1-4: Geodatabase Design									
4	Design Geodatabase	1			8			9	\$1,330	
5	Review with County	4			4			8	\$1,540	
6	Implement Geodatabase	1			4			5	\$790	
7	Total for Task 1-4									\$3,660
8	Task 1-5: Data Preparation and Conversion									
9	Review Data	1	2	2	10	6	18	39	\$4,686	
10	Scrub Data	1			12	14	40	67	\$7,290	
11	Convert Data and Create Metadata	1			12	14	80	107	\$11,170	
12	Quality Control	4			12	12	10	38	\$4,910	
13	Total for Task 1-5									\$28,056
14	Task 1-6: GIS Existing Mapping									
15	Create Maps	2			8		36	46	\$5,072	
16	Review with County	4			4			8	\$1,540	
17	Create Final Deliverables	1			2		16	19	\$2,072	
18	Total for Task 1-6									\$8,684
19	PHASE 2: ASSESSING FUTURE INFRASTRUCTURE NEEDS									
20	Task 2-1: Technical Coordination Meetings									
21	Organize Meetings	2	6		6			14	\$2,480	
22	Meetings		8		8			16	\$2,640	
23	Minutes		1		2			3	\$465	
24	Total for Task 2-1									\$5,585
25	Task 2-2: Infrastructure Planning									
26	Create Recommendations	2		24				26	\$3,980	
27	Review Master Plan Documents			40				40	\$5,800	
28	Create Draft	2		16				18	\$2,820	
29										

Salton Sea Renewable Energy Study Region Planning Project

Review with County							0	\$0	
Create Final	2	4	8	4			18	\$2,980	
Total for Task 2-2									\$15,580
Task 2-3: GIS Future Utility Mapping									
Create Maps	2			8		36	46	\$5,072	
Review with County	4			4			8	\$1,540	
Create Final Deliverables	1			2		16	19	\$2,072	
Total for Task 2-3									\$8,684
Other Direct Costs									
Includes Travel, Reproduction and Other Costs								\$1,000	\$1,000
TOTAL PROJECT BUDGET								\$96,880	

ARTICLE CV • BILLING RATES

Billing Rates are given below and are subject to the following:

A. Premium Overtime

Billing Rates shall be applicable to both straight time and overtime.

B. Billing Rates

Billing Rates shown herein are in effect for three years following the effective date of the contract.

ENGINEER shall notify COUNTY in writing requesting a change in the rates included herein. All adjustments

to rates shall be subject to approval by the Riverside County Director of Transportation or his designee.

Billing rate categories shown below correspond to Project Budget above and to the personnel and job titles

listed in Article AI.

Position Group	Billing Rate	Rate Category
Project Manager	\$250.00/hour	A
Technical Manager	\$195.00/hour	B
Assistant Engineer	\$145.00/hour	C
Senior GIS Analyst	\$135.00/hour	D
GIS Analyst	\$110.00/hour	E
GIS Technician	\$97.00/hour	F