

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

DATE:	October 13, 2010
TO:	Riverside County Transportation Commission
FROM:	Western Riverside County Programs and Projects Committee Greg Moore, Procurement and Assets Manager
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Agreement with IVS Systems to Provide Closed Circuit Television Security System Maintenance Services for the Five Commission-Owned Commuter Rail Stations and the Perris Transit Center in Riverside County

WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Award Agreement No. 10-24-111-00 to IVS Systems (IVS) for closed circuit television (CCTV) security system maintenance services at the five Commission-owned commuter rail stations and the Perris Transit Center for a three-year period, plus three one-year options to extend the agreement, for a total contract amount of \$687,432; and
- 2) Authorize the Chair, pursuant to legal counsel review, to execute the agreement, including option years, on behalf of the Commission.

BACKGROUND INFORMATION:

A CCTV security system covers the five Commission-owned commuter rail stations (Downtown Riverside, La Sierra, North Main Corona, Pedley, and West Corona) and the Perris Transit Center. The system monitors a variety of station environments and activities on a 24-hour basis in order to enhance public safety, reduce vandalism, prevent crime, and identify criminal activity. The system consists of a total of 88 cameras that are distributed among the various station sites. The cameras are a mix of analog, digital, fixed, pan-tilt-zoom, color, and black and white, depending on the age of the camera and applicable security requirements. CCTV security system maintenance services are essential to provide continued public safety and security for Metrolink commuters, as well as preserving and maintaining the Commission's property.

The Commission requires the services of a qualified contractor to provide both quarterly and on-call CCTV maintenance services, as well as consultation and

design services to assist with the expansion of the CCTV system at future stations. The scheduled quarterly maintenance includes cleaning, adjusting, and focusing cameras, housings, and lenses; cleaning/inspecting monitors, matrix controllers, VCR/DVR's, broadband video equipment, transmission equipment and rack mounted equipment; and configuring system hardware, software, and architecture. Alternatively, on-call maintenance, consultation, and design services would be used on an as-needed basis to repair and relocate cameras and to provide recommendations for any additions to, relocation of, and/or reconfiguration of the centralized CCTV operations control center.

Under Commission supervision, quarterly maintenance services would be conducted at each station for a fixed price during the term of the agreement. On-call services would be based upon the successful contractor's proposed fixed labor rates, material costs, and associated markup. Consultation and design services would be provided by the contractor based upon its proposed fixed labor rates.

Procurement Process

The Commission generally utilizes the low bid methodology for scopes of services that are complete and clearly delineated, and where price is the only relevant factor that could distinguish qualified firms. The low bid procurement precludes Commission staff from discussing a vendor's approach to performing the required services with any potential bidder. When the Commission must rely on a vendor to provide safety related services; however, factors other than price should be considered. For these types of services, a firm's capacity, performance history, qualifications, experience, and other elements are relevant considerations in the procurement process. A negotiated procurement, or request for proposals (RFP), affords staff the opportunity to evaluate and discuss price and other technical factors with proposers. Accordingly, staff issued RFP No. 10-24-111-00 to secure services from a qualified firm to provide CCTV security system maintenance services for the five Commission-owned commuter rail stations and the Perris Transit Center.

The RFP was released by staff and advertised on June 21. The weighted factor method of source selection was determined by staff to be the most appropriate for this procurement, as it allows the Commission to identify the most advantageous proposal with price and other technical factors considered. Non-price factors used to evaluate the proposers under this RFP included elements such as experience, qualifications of the firms and personnel, and the firms' relative ability to respond to the requirements set forth under the terms of the RFP. Price comprised 40% of the maximum possible points under the evaluation criteria.

A pre-proposal conference was held at the Commission office on June 29 and six firms attended. Commission staff responded to all questions submitted by potential proposers prior to the July 7 deadline date. Four firms submitted proposals prior to the July 22 proposal deadline date. Three firms submitted responsible and responsive proposals, and one firm was disqualified for not possessing the minimally required three years of continuous work experience. Utilizing the evaluation criteria set forth in the RFP, the three responsive and responsible firms' proposals were evaluated and scored by an evaluation committee comprised of Commission and Bechtel staff. IVS earned the highest total evaluation score and also offered the most favorable pricing terms. The respective evaluation ranking, inclusive of pricing, is as follows:

Firm	Overall Rank	Price Rank
IVS Systems	1	1 - \$687,432
Republic ITS	2	2 - \$752,995
Henry Bros. Electronics, Inc.	3	3 - \$946,044

The technical, non-price factors that earned IVS the highest score were related to its past performance based on reference checks, experience, qualifications, and technical personnel. Pricing was evaluated based upon the firms' fixed quarterly maintenance fees and fixed labor rates for on-call services and consultation services.

Based on the stated criteria, IVS earned the highest total evaluation score. Accordingly, the evaluation committee recommends the award of Agreement No. 10-24-111-00 to IVS for CCTV security system maintenance services at the five Commission-owned commuter rail stations and the Perris Transit Center for a three-year period, plus three one-year options, for a total contract amount of \$687,432.

IVS's rates are considered fair and reasonable based upon adequate price competition, and the historical cost paid for comparable services by the Commission. IVS is currently providing CCTV maintenance and repair services for the Commission and has performed satisfactorily.

Financial Information					
In Fiscal Year Budget:	Yes N/A	Year:	FY 2010/11 FY 2011/12 +	Amount:	\$ 76,381 \$ 611,051
Source of Funds:	Local Transportation Fund			Budget Adjustment:	No N/A
GL/Project Accounting No.:	004001/004002/004003/004004/004006 73315 103 24 73301				
Fiscal Procedures Approved:	<i>Sherisia Trevino</i>			Date:	09/16/10

Attachment: Appendix to Agreement No. 10-24-111-00

APPENDIX A – STATEMENT OF WORK

AGREEMENT NO. 10-24-111-00

CLOSED CIRCUIT TELEVISION SYSTEM MAINTENANCE SERVICES

STATEMENT OF WORK CCTV MAINTENANCE SERVICES

1.0 GENERAL INFORMATION

1.1 BACKGROUND

- 1.1.1 In establishing this agreement, the RIVERSIDE COUNTY TRANSPORTATION COMMISSION (Commission) intends to enhance availability, ease, and accessibility to the specified contract services.
- 1.1.2 The successful contractor shall provide all personnel, tools, equipment, transportation, and supplies necessary to successfully perform CCTV System maintenance and repair services described herein.
- 1.1.3 CONTRACTOR shall hold a valid C-7 (low voltage systems contractor) license issued by the California State CONTRACTOR'S License Board at the time of contract award and throughout the full term of this CONTRACT.

2.0 DESCRIPTION OF WORK

CONTRACTOR shall document CCTV camera inventory, showing camera numbers, location descriptions, switch matrix assignments, DVR/NVR assignments, camera model numbers, camera install dates, camera types (e.g. wireless, analog/digital), camera purpose/remarks.

CONTRACTOR shall perform periodic design, installation, inspection and maintenance services for the Commission's CCTV Systems including, but not limited to:

2.1 MAINTENANCE SERVICES (Quarterly and as needed)

- 2.1.1 Perform regular maintenance at each location every ninety (90) days including, but not limited to:
 - 2.1.1.1 Clean, adjust and focus cameras, housing and lenses (notify/document/report) in accordance with manufacturer's recommended preventative maintenance and service guidelines
 - 2.1.1.2 Clean/inspect monitors, matrix controller, VCR/DVR's, broadband video equipment, transmission equipment and rack mounted equipment to maintain operability (notify/document/report) in accordance with manufacturer's recommended preventative maintenance and service guidelines
 - 2.1.1.3 Provide functions according to administrative system rights;
 - 2.1.1.4 Configure system hardware, software and architecture as directed.
- 2.1.2 Provide the Contract Administrator with a schedule for performing quarterly CCTV maintenance service and inspections within five (5) working days after the effective date of this CONTRACT. Schedule shall include:
 - a. Metrolink Station Name
 - b. Metrolink Location
 - c. Day, Date and Time to Perform Service
- 2.1.3 Notify the Contract Administrator or his designee 72 hours in advance of the quarterly maintenance to allow a Commission representative to accompany Contractor during

regular maintenance (if Commission wishes to); Scheduled field work shall not be delayed.

- 2.1.4 Provide a status report for each station after each quarterly maintenance visit documenting all services performed. The report shall be submitted to the Commission Representative within forty eight (48) hours from the completion of the quarterly maintenance services.

2.2 ON-CALL REPAIR SERVICES

- 2.2.1 Perform on-call services for each station including, but not limited to:

- 2.2.1.1 Replace defective connections, cameras or equipment as necessary;

- 2.2.1.2 Relocate equipment as directed;

- 2.2.1.3 Contractor shall maintain a trouble ticket tracking system. Each Trouble Report shall be logged with originator's name, date and time reported, nature of problem, action taken and date and time the report was cleared.

- 2.2.1.4 Provide cost proposal recommendation for any defective equipment or parts requiring replacement.

- 2.2.2 Unless otherwise specified by the Commission:

- a. Replace defective connections, cameras or equipment within 48 hours of notification and otherwise as practicable
- b. Complete all work during "non rush hours" (8:30am-3:30pm) or during weekend hours (8pm Friday- 5am Monday).

2.3 CONSULTATION AND DESIGN SERVICES

- 2.3.1 Provide recommendations and consultation for any additions to, relocation of and reconfiguration of CCTV Operations Control Center (OCC);

- 2.3.2 Revise and maintain documentation of existing and future architecture according to industry standards;

- 2.3.3 Maintain and master CCTV schematic diagram, as-builts and system matrix;

- 2.3.4 Transition system from existing two system fiber/digital/analog configuration to a single integrated system;

- 2.3.5 Coordinate with all telecommunications service providers as necessary;

- 2.3.6 User training for staff and guards;

- 2.3.7 Fiber Optic integration consultation and support.

2.4 NEW EQUIPMENT

- 2.4.1 Integrate system with existing and future security, emergency response (call box, first responder video feeds, etc.) and public address systems;

- 2.4.2 Provide cost proposal, installation, and design recommendations for any new equipment, technology or parts for new facilities and/or lifecycle replacement;

- 2.4.3 Provide RCTC with all warranty documents, manuals for all future software and hardware;

3.0 CONTRACTOR OBLIGATIONS**3.1 PERSONNEL AND USE OF SITE(S)**

- 3.1.1 The contractor shall provide a competent and sufficient supervisory work force as may be necessary to properly maintain efficient performance of the work at all times. Supervision shall have full authority to represent the contractor in making decisions and executing the work in a first class workmanlike manner.
- 3.1.2 Contractor shall not employ on any work for the Commission any unfit person or anyone unskilled in the work assigned to him, and contractor shall at all times keep the work site, including any storage areas used by him, free from accumulation of waste materials, trash or rubbish. All material shall be removed from each site by the end of each work day; Neither new or used materials shall be stored on site. All materials that are replaced shall be properly disposed off-site by the CONTRACTOR in accordance with all environmental requirements. COMMISSION dumpsters shall not be used for this purpose.
- 3.1.3 Contractor shall confine the storage of materials and operations of its workers, vehicles and equipment to limits prescribed by law, ordinances, permits and the directions of the Commission's designated project manager and, upon completion of work for the Commission, Contractor shall leave the work and premises in a condition satisfactory to the Commission's designated project manager.
- 3.1.4 The contractor shall preserve and protect from damage all existing monuments, utilities, structures, and hardscape. The contractor shall be responsible for damages caused by its operations. In the event that damage does occur, the cost of repairs shall be paid by the contractor at no cost to the Commission.
- 3.1.5 Any concerns expressed by contractor, adjacent property owners or government officials regarding acceptable conditions or procedures on Commission-owned property will be resolved by consultation with the Commission's designated project manager, prior to work starting.

3.2 SAFETY

- 3.2.1 All contractors and subcontractors performing services for the Commission are required and shall comply with all Occupational and Health Administration (OSHA), State and County Safety and Occupational Health Standards, and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.
- 3.2.2 Maintenance activities on the property shall be performed in a safe and efficient manner and shall comply with all local, state, and federal requirements. The contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor and sub-contractors employees will be expected to wear approved safety equipment and follow all relevant safety rules and guidelines.

- 3.2.3 Contractor shall furnish, install and maintain all warning devices, i.e. barricades, cones, etc. required to adequately protect the public during the performance or work.

3.3 LABOR AND MATERIALS

- 3.3.1 CONTRACTOR shall provide all labor, materials, and tools required for the repair or replacement of all closed circuit television equipment, as necessary.
- 3.3.2 Provide necessary equipment (i.e., ladders, ladder trucks, aerial lifts, scaffolding, etc.) required to perform the work specified in the CONTRACT which shall include those tools and equipment required for repairing/replacing of all equipment regardless of height.
- 3.3.3 Contractor shall provide all storage space needed for performance of this work in an off- site location. COMMISSION facilities shall not be used for the storage of any material, tools or equipment required to perform this work.
- 3.3.4 All replaced material shall be made available to the Commission upon the Commission's request.
- 3.3.5 Unless otherwise specifically noted, contractor shall provide and pay for all labor, materials, equipment, tools, utilities not provided by the Commission, transportation and other facilities and services needed for the proper execution and completion of the work.
- 3.3.6 All materials shall be new, high grade (commercial grade), free of defects, suitable for the specific purpose intended, and subject to the review and approval of the Contract Administrator or his designee.
- 3.3.7 Materials being replaced shall be replaced with the same make and model or an approved equal. All "OR EQUALS" must be approved by the Contracts Administrator or his designee.
- 3.3.8 Any material or equipment not conforming to the requirements or found to be damaged or defective at the time of delivery shall be replaced by the contractor without additional cost to the Commission.
- 3.3.9 If the contractor fails to comply promptly with any order of the Commission's designated project manager, to replace or repair damaged or defective material, equipment or work, the Commission's designated project manager shall, upon written notice to the contractor, have the authority to deduct the cost of such replacement or repair from any compensation due or to become due the contractor.
- 3.3.10 Certain small parts, such as wire, nuts, bolts, screws, tape and other consumables shall be included as overhead in the labor cost quoted for a project.
- 3.3.11 All guarantees and warranties obtainable by the contractor from manufacturers and vendors of equipment, in the performance of this contract, shall be extended to the Commission to the full extent of their terms.

3.4 KEY PERSONNEL AND QUALIFICATIONS

3.4.1 Key personnel will be available to the extent proposed for the duration of the project and no person designated as “key” to the project shall be removed or replaced without the prior written concurrence of the Commission. This includes subcontractors that are considered “key” to the successful execution of this project.

3.4.2 Qualifications applicable to all positions:

3.4.2.1 All vehicle equipment operators must have and maintain appropriate licenses for the operation of such equipment.

3.4.2.2 Ability to work out of doors in all weather conditions, to climb irregular embankments and ladders, to lift objects not exceeding OSHA weight regulations.

4.0 TASK ORDER PROCEDURES

4.1 DEFINITIONS

4.1.1 The terms **bid** and **proposal, bidder** and **proposer, scope of work** and **statement of work**, are interchangeable as relates to this procurement. The term **contractor** shall refer to the firm or firms that are awarded the ensuring contract for services.

4.1.2 A Task Order is utilized by the parties to establish, outline, and authorize a particular job or task.

4.2 INITIATING TASK ORDERS

4.2.1 The Commission’s project manager will issue Task Orders to Contractor on an as-needed basis.

4.2.2 **REQUEST FOR TASK ORDER SUBMITTALS.** Upon a request for a Task Order Proposal by the designated Commission project manager, contractor shall develop a plan and **SUBMIT A TASK ORDER** proposal for the requested services. The Task Order shall include a time schedule, number of labor hours, and labor classification(s) to provide the requested services.

4.2.3 **REVIEW AND AWARD OF TASK ORDERS.** The Commission’s designated project manager will review the submitted Task Order (TO) to ensure that the submittal is complete, consistent with the Commission’s written or oral request for services, the personnel assigned are acceptable, the schedule is acceptable, that all costs proposed are appropriate, and that the item is in compliance with contractual requirements. The project manager will award the Task Order if it is determined to be fair and reasonable. If required, the Commission’s project manager will conduct negotiations to address exceptions and clarify costs. The fully executed Task Order will serve as the record of negotiations.

4.2.4 **COMPLETION SCHEDULE.** The contractors’ performance of services shall commence under each Task Order only upon written authorization by the Commission’s designated project manager.

4.2.5 Contractor shall complete the services within the time frame specified on a particular Task Order. The duration of a particular Task Order may not exceed 12

months, unless otherwise approved in writing, or extend beyond the terms of the governing agreement.

- 4.2.6 All work shall be subject to the inspection and approval of the COMMISSION either by the Contract Administrator or a designated representative prior to the acceptance and approval of payment.

4.3 NOTIFICATIONS AND RESPONSE TIME(S)

- 4.3.1 Unless otherwise directed by the Commission's designated project manager, contractor must respond as follows:

Standard Service Call – Includes all cameras that are not located on the platform or near the ticket vending machine. Contractor must repair defective connections or cameras within forty eight (48) hours of receipt of an authorized request for repair.

Priority Service Call – Includes all platform cameras and cameras near the ticket vending machine. Contractor must repair defective connections or cameras within twenty four (24) hours of receipt of an authorized request for repair.

Submit Task Order Proposal – Contractor must provide a Task Order Proposal in response to the Commission's request for services within forty-eight (48) hours of its receipt of a duly authorized request for Task Order submittal.

Perform/Complete Task Order Work – Contractor must complete work described in the Task Order within forty eight (48) hours of receipt of an approved Task Order Proposal, or as otherwise directed by the Commission.

Emergency Service Call - In an emergency situation, as determined by Commission staff, the Commission will require the contractor to respond immediately to address the situation (including weekends).

- 4.3.2 Contractor and sub-contractors must provide the Commission with 24-hour contact number(s) for contractor's key personnel and an acceptable means of emergency "on-call" communication with the Commission's designated project manager.
- 4.3.3 Contractor's offices must have voice, fax and e-mail capability.
- 4.3.4 The Commission's designated project manager must be notified when contractor and or its subcontractor has employees on Commission-owned property, at times other than regularly scheduled work times.
- 4.3.5 Contractor and/or its subcontractor are to immediately notify the Commission's Property Administrator of any unsafe or questionable condition that exists on the property. The designated Commission project manager will then notify the necessary parties.
- 4.3.6 It is the contractor's responsibility to notify the Commission's designated project manager of work completion within 24 hours of completion of each Task Order.

5.0 WORKMANSHIP

- 5.1 Contractor agrees to provide adequate supervision, and take necessary measures to assure that all work is completed in a workmanlike manner. Contractor agrees to perform the work assigned under this contract in a workmanlike manner by qualified,

Careful and efficient workers. In the event of substandard workmanship or defective materials furnished by the contractor as may be determined by inspection of the Commission or in the event of poor working performance as may be determined by the Commission's designated project manager, the Commission may at any time, require the contractor to expeditiously remedy such failure or defect, at no cost to the Commission.

- 5.2 Workmanship may be determined to be substandard if the work is incomplete, inadequately installed or supported, poorly fitted or sealed, damaged, improperly finished, or installed in a manner that the operation or the maintainability of the installation is impaired beyond the limits specified or indicated by the agreement.
- 5.3 Poor working performance will be determined to exist if any of the contractors' workers fail to install work within the time allocated to do so. In certain work, particularly emergency work, the contractor will be expected to perform the work as expeditiously as possible, with a crew sized to ensure each worker has tasks to perform and with as little lost time as allowed by conditions.
- 5.4 Claims of defective materials, inadequate workmanship or poor working performance will be first made to the contractor's job site foreman. In the event the situation cannot be remedied at the job site, a written claim will be made to the contractor's home office. Contractor shall resolve all claims against workmanship or work performance by issuing a credit to the Commission for the work performed. The amount of the credit will be determined in negotiation between the contractor and the Commission. Payments otherwise due may be withheld, in whole or in part, by the Commission on account of defective materials and/or unresolved workmanship issues.
- 5.5 Contractor shall employ only competent, careful and orderly employees. If the Commission determines that an employee is detrimental to the performance of the work, not qualified to perform the assigned work or guilty of improper conduct, the Commission may require removal of such employee.
- 5.6 The performance of services by the contractor shall not relieve the contractor from any obligation to correct any incomplete, inaccurate, or defective work at no further cost to the Commission, when such inaccuracies are due to the acts or omissions, negligent or otherwise, of the contractor.

6.0 DIRECT COSTS AND MATERIAL MARKUP

- 6.1 Contractor shall be compensated for costs detailed on the Proposal Pricing Form Appendix I and subsequently substantiated with invoices submitted by the contractor for materials used in carrying out the various tasks issued under this contract.
- 6.2 Contractor markup on materials required to perform the services described herein shall be fixed for the term of the agreement. In no case, shall contractor's mark up for materials exceed fifteen percent (15%).
- 6.3 Receipts will be required and shall be provided by the Contractor to substantiate costs for all materials included in each invoice submitted to the Commission for payment.

End of Statement of Work

APPENDIX B – STATION LOCATIONS

AGREEMENT NO. 10-24-111-00

CLOSED CIRCUIT TELEVISION SYSTEM MAINTENANCE SERVICES

STATION LOCATIONS

West Corona Metrolink Station

155 S. Auto Center Dr
Corona, CA

North Main Corona Station

250 E. Blaine Street
Corona, CA

La Sierra Station

10901 Indiana Ave
Riverside, CA

Riverside Downtown

4066 Vine Street
Riverside, CA

Pedley Station

6001 Pedley Road
Riverside, CA

Perris

121 S. C Street
Perris, CA

APPENDIX C – SCHEDULE OF EQUIPMENT

AGREEMENT NO. 10-24-111-00

CLOSED CIRCUIT TELEVISION SYSTEM MAINTENANCE SERVICES

APPENDIX D – SAMPLE CONTRACT FORM

AGREEMENT NO. 10-24-111-00

CLOSED CIRCUIT TELEVISION SYSTEM MAINTENANCE SERVICES

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION AGREEMENT FOR CLOSED
CIRCUIT TELEVISION SYSTEMS MAINTENANCE SERVICES FOR METROLINK STATIONS
[___ CONTRACTOR___]**

1. PARTIES AND DATE.

This Agreement is made and entered into this ___ day of _____, 200_, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and [___NAME OF FIRM___] ("Contractor"), a [___LEGAL STATUS OF CONTRACTOR e.g., CORPORATION___].

2. RECITALS.

2.1 Contractor desires to perform and assume responsibility for the provision of certain professional consulting services required by Commission on the terms and conditions set forth in this Agreement. Contractor represents that it is a professional Contractor, experienced in conducting studies specifically related to safety and security to public clients and is familiar with the scope of services of Commission.

2.2 Commission desires to engage Contractor to render certain consulting services for the conduct of Closed Circuit Television Systems Maintenance Services ("Project") as set forth herein.

3. TERMS.

3.1 General Scope of Services. Contractor promises and agrees to furnish to Commission all labor materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide professional consulting services and advice on various issues affecting the decisions of Commission regarding the Project and on other programs and matters affecting Commission, hereinafter referred to as "Services". The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules and regulations.

3.2 Term. The term of this Agreement shall be from _____ to _____, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.3 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in

Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, the Commission shall respond to Contractor's submittals in a timely manner. Upon request of the Commission, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.4 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Contractor under its supervision. Contractor will determine the means, method and details of performing the Services subject to the requirements of this Agreement. Commission retains Contractor on an independent contractor basis and Contractor is not an employee of Commission. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall not be employees of Commission and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.5 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of Commission.

3.6 Substitution of Key Personnel or Sub-Contractors. Contractor has represented to Commission that certain key personnel and sub-Contractors will perform and coordinate the Services under this Agreement. Should one or more of such personnel or sub-Contractors become unavailable, Contractor may substitute other personnel or sub-Contractors of at least equal competence and experience upon written approval of Commission. In the event that Commission and Contractor cannot agree as to the substitution of key personnel or sub-Contractors, Commission shall be entitled to terminate this Agreement for cause, pursuant to provisions of Section 3.16 of this Agreement. The key personnel and sub-Contractors for performance of this Agreement are as follows: _____.

3.7 Commission's Representative. Commission hereby designates [**__INSERT NAME OR TITLE__**], or his or her designee, to act as its representative for the performance of this Agreement ("Commission's Representative"). Commission's representative shall have the power to act on behalf of Commission for all purposes under this Agreement. Contractor shall not accept direction from any person other than Commission's Representative or his or her designee.

3.8 Contractor's Representative. Contractor hereby designates [**__INSERT NAME OR TITLE__**], or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.9 Coordination of Services. Contractor agrees to work closely with

Commission staff in the performance of Services and shall be available to Commission's staff, Contractors and other staff at all reasonable times.

3.10 Standard of Care; Licenses. Contractor shall perform the Services under this Agreement in a skillful and competent manner, consistent with the standard generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Contractor shall perform, at its own cost and expense and without reimbursement from Commission, any Services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein, and shall be fully responsible to the Commission for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Contractor's errors and omissions.

3.11 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to Commission, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold Commission, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.12 Insurance.

3.12.1 Time for Compliance. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to the Commission that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

3.12.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *if Contractor has an employees, Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of \$1,000,000 per accident.

3.12.3 Professional Liability. Contractor shall procure and maintain, and require its sub-Contractors to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim.

3.12.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the Commission to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the Commission, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the Services or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the Commission, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, its directors, officials, officers, employees and agents shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the Commission, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the Commission, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, its directors, officials, officers, employees and agents shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Commission, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Commission; and, (B) any failure to comply with reporting or

other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Commission, its directors, officials, officers, employees and agents.

3.12.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Commission. If the Commission does not approve the deductibles or self-insured retentions as presented, Contractor shall guarantee that, at the option of the Commission, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Commission, its directors, officials, officers, employees and agents; or, (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.12.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the Commission.

3.12.7 Verification of Coverage. Contractor shall furnish Commission with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the Commission. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the Commission before work commences. The Commission reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.13 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.14 Fees and Payment.

3.14.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto. The total compensation shall not exceed [**__INSERT WRITTEN DOLLAR AMOUNT__**] (**[\$__INSERT NUMERICAL DOLLAR AMOUNT__]**) without written approval of Commission's Executive Director ("Total Compensation"). Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.14.2 Payment of Compensation. Contractor shall submit to Commission a monthly statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing

periods, as appropriate, through the date of the statement. Commission shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.14.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by Commission.

3.14.4 Extra Work. At any time during the term of this Agreement, Commission may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by Commission to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from Commission's Executive Director.

3.15 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of Commission during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.16 Termination of Agreement.

3.16.1 Grounds for Termination. Commission may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof. Upon termination, Contractor shall be compensated only for those services which have been fully and adequately rendered to Commission through the effective date of the termination, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.16.2 Effect of Termination. If this Agreement is terminated as provided herein, Commission may require Contractor to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.16.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, Commission may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.17 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CONTRACTOR:

COMMISSION:

Riverside County
Transportation Commission

Attn: _____

4080 Lemon Street, 3rd Floor
Riverside, CA 92501
Attn: Executive Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.18 Ownership of Materials/Confidentiality.

3.18.1 Documents & Data. This Agreement creates an exclusive and perpetual license for Commission to copy, use, modify, reuse, or sub-license any and all copyrights and designs embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement (“Documents & Data”).

Contractor shall require all subcontractors to agree in writing that Commission is granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Contractor represents and warrants that Contractor has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or provided to Contractor by the Commission.

Commission shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Commission’s sole risk.

3.18.2 Intellectual Property. In addition, Commission shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media (“Intellectual Property”) prepared or developed by or on behalf of Contractor under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Contractor under this Agreement.

The Commission shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by Commission, whether or not developed in conjunction with Contractor, and whether or not developed by Contractor. Contractor will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of Commission.

Contractor shall also be responsible to obtain in writing separate written

assignments from any subcontractors or agents of Contractor of any and all right to the above referenced Intellectual Property. Should Contractor, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the Commission.

All materials and documents which were developed or prepared by the Contractor for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Contractor. However, unless otherwise identified and stated prior to execution of this Agreement, Contractor represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

Commission further is granted by Contractor a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Contractor which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

3.18.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of Commission, be used by Contractor for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use Commission's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Commission.

3.19 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.20 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of such actions.

3.21 Indemnification. Contractor shall defend, indemnify and hold Commission, its directors, officials, officers, employees, Contractors, agents and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, Contractors and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Commission or its directors, officials, officers, employees,

Contractors, agents and volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Commission or its directors, officials, officers, employees, Contractors, agents and volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse Commission and its directors, officials, officers, employees, Contractors, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Commission or its directors, officials, officers, employees, Contractors, agents and volunteers.

The indemnification language above shall apply except as to design professional services, as defined in Civil Code section 2782.8, including any architect, landscape architect, engineer or land surveyor services, provided pursuant to this Agreement. As to such Services, to the fullest extent permitted by law, Contractor shall defend, indemnify and hold Commission, its directors, officials, officers, employees, Contractors, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligence, recklessness, or willful misconduct of Contractor, its officials, officers, employees, agents, Contractors, and contractors arising out of or in connection with the performance of the Services, including without limitation the payment of all consequential damages, expert witness fees, and attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the Commission, its directors, officials, officers, agents, Contractors, employees and volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the Commission or its directors, officials, officers, agents, Contractors, employees and volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse the Commission and its directors, officials, officers, agents, Contractors, employees and volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Commission or its directors, officials, officers, agents, Contractors, employees and volunteers.

3.22 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.23 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.24 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.25 Commission's Right to Employ Other Contractors. The Commission reserves the right to employ other Contractors in connection with this Project.

3.26 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Contractor without the prior written consent of Commission.

3.27 Prohibited Interests.

3.27.1 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Commission shall have the right to rescind this Agreement without liability.

3.27.2 Conflict of Interest. For the term of this Agreement, no member, officer or employee of Commission, during the term of his or her service with Commission, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.28 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of Commission's Disadvantaged Business Enterprise program, Affirmative Action Plan or other related Commission programs or guidelines currently in effect or hereinafter enacted.

3.29 Subcontracting. Contractor shall not subcontract any portion of the work or Services required by this Agreement, except as expressly stated herein, without prior written approval of the Commission. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.30 Prevailing Wages. By its execution of this Agreement, Contractor certified that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Commission shall provide Contractor with a copy of the prevailing rate of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the Commission, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.31 Employment of Apprentices. This Agreement shall not prevent the employment of properly indentured apprentices in accordance with the California Labor Code, and no employer or labor union shall refuse to accept otherwise qualified employees as indentured apprentices on the work performed hereunder solely on the ground of race, creed, national origin, ancestry, color or sex. Every qualified apprentice shall be paid the standard

wage paid to apprentices under the regulations of the craft or trade in which he or she is employed and shall be employed only in the craft or trade to which he or she is registered.

If California Labor Code Section 1777.5 applies to the Services, Contractor and any subcontractor hereunder who employs workers in any apprenticeable craft or trade shall apply to the joint apprenticeship council administering applicable standards for a certificate approving Contractor or any sub-Contractor for the employment and training of apprentices. Upon issuance of this certificate, Contractor and any sub-Contractor shall employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the work hereunder.

The parties expressly understand that the responsibility for compliance with provisions of this Section and with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code in regard to all apprenticeable occupations lies with Contractor.

3.32 No Waiver. Failure of Commission to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

3.33 Eight-Hour Law. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"), unless Contractor or the Services are not subject to the Eight-Hour Law. Contractor shall forfeit to Commission as a penalty, \$50.00 for each worker employed in the execution of this Agreement by him, or by any sub-Contractor under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless Contractor or the Services are not subject to the Eight-Hour Law.

[signatures on following page]

**SIGNATURE PAGE
TO
RIVERSIDE COUNTY TRANSPORTATION COMMISSION AGREEMENT FOR CLOSED
CIRCUIT TELEVISION SYSTEMS MAINTENANE SERVICES FOR METROLINK STATIONS
WITH [__ CONTRACTOR __]**

IN WITNESS WHEREOF, this Agreement was executed on the date first written above.

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

**CONTRACTOR
[INSERT NAME OF CONTRACTOR]**

By: _____
[INSERT NAME], Chairman

Signature

Name

Title

APPROVED AS TO FORM:

By: _____
Best, Best & Krieger LLP
General Counsel

21.1 Exhibit "A"

21.2 Scope of Services

[__ INSERT __]

21.3 Exhibit "B"

21.4 Schedule of Services

[__ INSERT __]

21.5 Exhibit "C"

21.6 Compensation