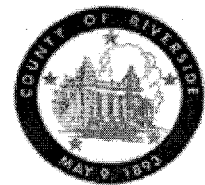


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

628A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
July 13, 2009

SUBJECT: On-Call Engineering Service Agreement for General Engineering with the firm of MSA Consulting, Incorporated.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Engineering Services Agreement with MSA Consulting, Inc. and;
2. Authorize the Chairman to execute same.

BACKGROUND: On-call consulting engineering services are used by the Transportation Department to provide supplemental engineering services, enabling the Transportation Department to more effectively deliver transportation improvement projects as identified and funded in the Transportation Improvement Plan (TIP). The on-call contracts provide flexibility to engage consultants for a variety of tasks for various projects on short notice to provide special

Juan C. Perez
Director of Transportation

JCP:nn
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 250,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2009/10

SOURCE OF FUNDS: Varies by project.	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: Michael R. Shetler
Michael R. Shetler

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE _____
Departmental Concurrence

Dep't Recomm.: Consent Policy

Per Exec. Ofc.: Consent Policy

The Honorable Board of Supervisors

RE: On-Call Engineering Service Agreement for General Engineering with the firm of MSA Consulting, Incorporated.

July 13, 2009

Page 2 of 2

engineering expertise and to augment our staff resources. The engineering services rendered under these on-call contracts will be provided on an as-needed basis only and it does not guarantee work for the annual allocated budget amount.

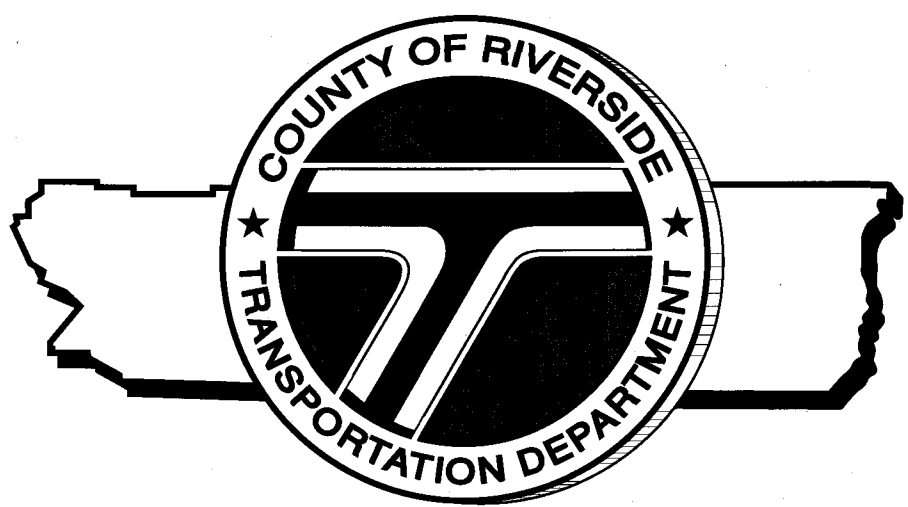
A request for proposals was published on the Transportation Department's website, and notification letters were also mailed to one hundred one firms. Sixty seven firms submitted written proposals which were carefully reviewed and evaluated by representatives of the Transportation Department and Caltrans. Based on each consultant's expertise and the Transportation Department's need, the shortlisted consultants were divided into four different categories: 1) General Engineering, 2) Traffic Engineering, 3) Bridge/Structure Constructability Review, and 4) Land Development Review/Plan Check. The top sixteen firms in the general engineering category were selected for interviews.

Upon completion of interviews, MSA Consulting, Inc. was ranked as one of the top eight firms and has been selected to provide on-call services in the general engineering category. MSA Consulting, Inc. will be directed to furnish specific project related tasks to support County staff with the delivery of approved TIP projects. This contract is for a 3-year term for a not-to-exceed annual amount of \$250,000 and a total aggregate of \$750,000. The County has the option to extend the contract for two additional one year terms following the close of the initial three (3) year term. Funding for the services provided for each assignment will come from the respective project funds.

The terms of the agreement also provide the County with the option to terminate the agreement within 30 days without cause.

Contract No. 09-06-028
Riverside County Transportation Department

ENGINEERING SERVICES AGREEMENT



for

On-Call General Engineering Services

between

COUNTY OF RIVERSIDE • TRANSPORTATION DEPARTMENT

and

MSA Consulting, Inc

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ENGINEERING SERVICES AGREEMENT

COUNTY OF RIVERSIDE, hereinafter referred to as "COUNTY", and MSA Consulting, Inc, hereinafter referred to as "ENGINEER", located at the following addressees:

County of Riverside • Transportation Department	MSA Consulting, Inc
4080 Lemon Street, 8 th Floor	34200 Bob Hope Drive,
Riverside, CA 92502	Rancho Mirage, Ca 92270

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:

Julian A. De La Torre, PE, Project Manager

The COUNTY PROJECT MANAGER for COUNTY shall be:

Khalid Nasim, PE, Engineering Division Manager, or his designee

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".

Relevant Cities

Utility Agencies

- 1 Caltrans
- 2 Federal Highway Administration
- 3 Regional Water Quality Control Boards
- 4 State or Federal Environmental Resource Agency

5 **C. COUNTY/AGENCIES Standards**

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

9 **ARTICLE IV • CONDITIONS**

10 **A. Notifications**

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

16 **B. Assignment**

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

19 **C. Subcontracts**

- 20 1. ENGINEER shall perform the services contemplated with resources available within its own organization.
21 No portion of the services pertinent to this contract shall be subcontracted without written authorization by
22 the COUNTY PROJECT MANAGER, except that which is expressly identified in this contract.
 - 23 2. In the event ENGINEER subcontracts any portion of ENGINEER's duties under this agreement,
24 ENGINEER shall require its subcontractors to comply with the terms of this contract in the same manner
25 as required of ENGINEER including, but not limited to; indemnification of the COUNTY, requiring the
26 same insurance of Subcontractors as required of ENGINEER, and having Subcontractor's insurance
27 name the COUNTY as Additional Insured for each type of insurance where this Agreement requires
28 ENGINEER's insurance to name COUNTY as Additional Insured.
- 29

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. 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.

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, plans, specifications and estimates prepared for this PROJECT and shall check all such material accordingly. The data and plans will be reviewed by COUNTY. The responsibility for accuracy and completeness of such items remains solely that of ENGINEER.
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 having the preparer and checker identified. The minimum standard of appearance, organization and contents shall be of similar types produced by COUNTY and AGENCIES.
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.

- 1 6. ENGINEER, and the agents and employees of ENGINEER, in the performance of this agreement, shall
2 act in an independent capacity and not as officers, employees or agents of COUNTY.

3 **G. Indemnification**

- 4 1. The ENGINEER agrees to and shall indemnify and hold harmless the County of Riverside, its Agencies,
5 Districts, Departments and Special Districts, their respective directors, officers, Board of Supervisors,
6 elected and appointed officials, employees, agents and representatives (hereinafter individually and
7 collectively referred to as "Indemnitees") from all liability, including, but not limited to loss, suits, claims,
8 demands, actions, or proceedings to the extent caused by any alleged or actual negligence,
9 recklessness, willful misconduct, error or omission of ENGINEER, its directors, officers, partners,
10 employees, agents or representatives or any person or organization for whom ENGINEER is responsible,
11 arising out of or from the performance of services under this Agreement.
- 12 2. As respects each and every indemnification herein ENGINEER shall defend and pay, at its sole expense,
13 all costs and fees including but not limited to attorney fees, cost of investigation, and defense and
14 settlements or awards against the Indemnitees.
- 15 3. With respect to any action or claim subject to indemnification herein by ENGINEER, ENGINEER shall, at
16 their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle,
17 or compromise any such action or claim without the prior consent of COUNTY; provided, however, that
18 any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes
19 ENGINEER'S indemnification to Indemnitees as set forth herein.
- 20 4. ENGINEER'S obligation hereunder shall be satisfied when ENGINEER has provided to Indemnitees the
21 appropriate form of dismissal relieving Indemnitees from any liability for the action or claim involved.
- 22 5. The specified insurance limits required in this Agreement shall in no way limit or circumscribe
23 ENGINEER'S obligations to indemnify and hold harmless Indemnitees from third party claims.
- 24 6. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall
25 be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the ENGINEER from
26 indemnifying the COUNTY to the fullest extent allowed by law.

27 **H. Quality Control**

28 ENGINEER shall implement and maintain the following quality control procedures during the preparation
29 of the plans and documents relating to PROJECT. ENGINEER shall have a quality control plan in effect

1 during the entire time services are being performed under the contract. The plan shall establish a
2 process whereby calculations are independently checked, plans checked, corrected and back-checked,
3 and all job related correspondence and memoranda routed and received by affected persons and then
4 bound in appropriate job files. Where several drawings show different work in the same area, means
5 shall be provided to avoid conflicts and misalignment in both new and existing improvements. Evidence
6 that the quality control plan is functional may be requested by the COUNTY PROJECT MANAGER. All
7 plans, calculations documents and other items submitted to the COUNTY PROJECT MANAGER for
8 review shall be marked clearly as being fully checked and that the preparation of the material followed the
9 quality control plan established for the work.

10 **I. Value Engineering**

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

21 **J. Extra Work**

- 22 1. ENGINEER shall not perform Extra Work until receiving written authorization from the COUNTY
23 PROJECT MANAGER.
- 24 2. In the event that COUNTY directs ENGINEER to provide services constituting Extra Work, COUNTY shall
25 provide extra compensation to the ENGINEER. Allowable compensation for approved extra work will be
26 based on the provisions of Appendix C, Elements of Compensation, which is attached hereto and
27 incorporated herein by reference.
- 28 3. A supplemental Agreement providing for such compensation for Extra Work shall be issued by COUNTY
29 to ENGINEER. Such Supplemental Agreement shall be executed by ENGINEER and be approved by

1 COUNTY.

2 **K. Disputes**

- 3 1. In the event ENGINEER considers any work demanded of him to be outside the requirements of the
4 contract, or if he considers any order, instruction, or decision of COUNTY to be unfair, he shall promptly
5 upon receipt of such order, instruction or decision, ask for a written confirmation of the same whereupon
6 he shall proceed without delay to perform the work or to conform to the order, instruction, or decision; but
7 unless ENGINEER finds such order, instruction, or decision satisfactory, he shall within 20 days after
8 receipt of same, file a written protest with COUNTY stating clearly and in detail his objections and reasons
9 therefore. Except for such protests or objections as are made of record in the manner specified and
10 within the time stated herein, and except for such instances where the basis of a protest could not
11 reasonably have been foreseen by ENGINEER within the time limit specified for protest, ENGINEER
12 hereby waives all grounds for protests or objections to the orders, instruction, or decisions of COUNTY
13 and hereby agrees that, as to all matters not included in such protests, the orders, instructions and
14 decisions of COUNTY will be limited to matters properly falling within COUNTY's authority.
- 15 2. Any controversy or claim arising out of or relating to this contract which cannot be resolved by mutual
16 agreement may be settled by arbitration in accordance with the rules of the American Arbitration
17 Association, provided that the parties mutually agree to submit to arbitration.
- 18 3. Neither the pendency of a dispute nor its consideration by arbitration will excuse ENGINEER from full and
19 timely performance in accordance with the terms of the contract.

20 **L. Termination Without Cause**

- 21 1. COUNTY reserves the right to terminate this contract at COUNTY's discretion and without cause, upon
22 thirty (30) calendar days written notice to ENGINEER.
- 23 2. In the event of termination of the Agreement, upon demand, ENGINEER shall deliver to COUNTY all field
24 notes, surveys, studies, reports, plans, drawings, specifications, and all other materials and documents
25 prepared by or provided to ENGINEER in the performance of this Agreement. All such documents and
26 materials shall be property of COUNTY.
- 27 3. In the event that the contract is terminated, ENGINEER is entitled to full payment for all services
28 performed up to the time written notice of contract cancellation is received by ENGINEER. Payment shall
29 be made for services performed to date based upon the percentage ratio that the basic services

1 performed bear to the services contracted for, less payments made to date; plus any amount for
2 authorized, but unpaid, extra work performed and costs incurred.

3 **M. Termination for Lack of Performance**

4 COUNTY may terminate this agreement and be relieved of the payment of any consideration to
5 ENGINEER should ENGINEER fail to perform the covenants herein contained at the time and in the
6 manner herein provided. In the event of such termination, COUNTY may proceed with the work in any
7 manner deemed proper by COUNTY. In such event, ENGINEER shall be paid only for work completed
8 and delivered to COUNTY in a timely and successful manner.

9 **N. Insurance**

10 Without limiting or diminishing the ENGINEER's obligation to indemnify or hold the COUNTY harmless,
11 ENGINEER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following
12 insurance coverages during the term of this Agreement, or for a term otherwise specified herein.

13 1. Workers' Compensation:

14 Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California.
15 Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less
16 than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of the
17 County of Riverside; and to provide a Borrowed Servant/Alternate Employer Endorsement.

18 2. Commercial General Liability:

19 Commercial General Liability insurance coverage, including but not limited to, premises liability,
20 contractual liability, completed operations, personal and advertising injury covering claims which may
21 arise from or out of ENGINEER's performance of its obligations hereunder. Policy shall name, by
22 endorsement all Agencies, Special Districts and Departments of the County of Riverside, their respective
23 Directors, Officers, Board of Supervisors, employees, agents, elected and appointed officials as
24 Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined
25 single limit. If such insurance contains a general aggregate limit, it shall apply separately to this
26 agreement or be no less than two (2) times the occurrence limit.

27 3. Vehicle Liability:

28 ENGINEER shall maintain Liability Insurance for all owned, non-owned or hired vehicles in an amount not
29 less than \$1,000,000 per occurrence combined single limit. If ENGINEER's vehicles or mobile equipment

1 are not to be used in the performance of the obligations under this Agreement, ENGINEER shall maintain
2 coverage for non-owned or hired vehicles in an amount not less than \$1,000,000 per occurrence
3 combined single limit. Such non-owned or hired vehicle coverage may be included as a part of the
4 Commercial General Liability policy. If such insurance contains a general aggregate limit, it shall apply
5 separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name by
6 endorsement, all Agencies, Special Districts and Departments of the County of Riverside, their respective
7 Directors, Officers, Board of Supervisors, employees, agents, elected and appointed officials as
8 Additional Insureds.

9 4. Professional Liability:

10 ENGINEER shall maintain Professional Liability Insurance providing coverage for performance of work
11 included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and
12 \$2,000,000 annual aggregate. If ENGINEER's Professional Liability Insurance is written on a claims-
13 made basis rather than an occurrence basis, such insurance shall continue through the term of this
14 Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made
15 insurance policy ENGINEER shall purchase at his sole expense either 1) an Extended Reporting
16 Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a
17 retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate
18 through Certificates of Insurance that ENGINEER has maintained continuous coverage with the same or
19 original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years
20 beyond the termination of this Agreement.

21 5 General Insurance Provisions - All lines:

- 22 a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of
23 California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements
24 are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a
25 requirement for a particular insurer such waiver is only valid for that specific insurer and only for one
26 policy term.
- 27 b. The ENGINEER's insurance carrier(s) must declare its self-insured retentions. If such self-insured
28 retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the
29 County Risk Manager before the commencement of operations under this Agreement. Upon

1 notification of self insured retentions which are deemed unacceptable to the COUNTY, at the election
2 of the County's Risk Manager, ENGINEER's carriers shall either; 1) reduce or eliminate such self-
3 insured retentions as respect to this Agreement with the COUNTY, or 2) procure a bond which
4 guarantees payment of losses and related investigations, claims administration, defense costs and
5 expenses.

6 c. The ENGINEER shall cause their insurance carrier(s) to furnish the COUNTY with 1) a properly
7 executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting
8 coverage as required herein; or, 2) if requested to do so orally or in writing by the County Risk
9 Manager, provide original Certified copies of policies including all Endorsements and all attachments
10 thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of
11 insurance shall contain the covenant of the insurance carrier(s) shall provide no less than thirty (30)
12 days written notice be given to the COUNTY prior to any material modification or cancellation of such
13 insurance. In the event of a material modification or cancellation of coverage, this Agreement shall
14 terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly
15 executed original Certificate of Insurance and original copies of endorsements or certified original
16 policies, including all endorsements and attachments thereto evidencing coverages and the insurance
17 required herein is in full force and effect. Individual(s) authorized by the insurance carrier to do so on
18 its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
19 *ENGINEER shall not commence operations until the COUNTY has been furnished original Certificate*
20 *(s) of Insurance and certified original copies of endorsements or policies of insurance including all*
21 *endorsements and any and all other attachments as required in this Section.*

22 d. It is understood and agreed by the parties hereto and the ENGINEER's insurance company(s), that
23 the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary
24 insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-
25 insured programs shall not be construed as contributory.

26 e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope
27 of services or performance of work the Risk Manager of the County of Riverside reserves the right to
28 adjust the types of insurance required under this Agreement and the monetary limits of liability for the
29 insurance coverages required herein, if; in the County Risk Manager's reasonable judgment, the

1 amount or type of insurance carried by the ENGINEER has become inadequate.

- 2 f. ENGINEER shall pass down the insurance obligations contained herein to all tiers of subcontractors
3 working under this Agreement.

4 **O. Conflict of Interest**

5 ENGINEER warrants, by execution of this contract, that no person or selling agency has been employed
6 or retained to solicit or secure this contract upon an agreement or understanding for a commission,
7 percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established
8 commercial or selling agencies maintained by ENGINEER for the purpose of securing business. For
9 breach or violation of this warranty, COUNTY has the right to annul this contract without liability, pay only
10 for the value of the work actually performed, or in its discretion to deduct from the contract price or
11 consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or
12 contingent fee. ENGINEER may be requested to complete a Conflict of Interest Statement prior to,
13 during, or after execution of this contract. ENGINEER understands that as a condition of this contract
14 ENGINEER agrees to complete the Conflict of Interest Statement when requested to do so by COUNTY.

15 **P. Legal Compliance**

16 ENGINEER shall comply with all Federal, State and local laws, statutes, ordinances, rules and
17 regulations, and the orders and decrees of any courts or administrative bodies or tribunals currently in
18 effect and in any manner affecting the performance of this Agreement, including, without limitation,
19 workers' compensation laws and licensing and regulations.

20 **Q. Nondiscrimination**

- 21 1. During the performance of this agreement, ENGINEER and its Subcontractors shall not unlawfully
22 discriminate against any employee or applicant for employment because of race, religion, color, national
23 origin, ancestry, physical handicap, medical condition, marital status, age or sex. ENGINEER and
24 Subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government
25 Code, Section 12900 et seq.) and applicable regulations promulgated thereunder (California
26 Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment
27 and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of
28 Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference
29 and made a part hereof as if set forth in full. ENGINEER and its Subcontractors shall give written notice

1 of their obligations under this clause to labor organizations with which they have a collective bargaining or
2 other agreement.

3 2. ENGINEER will provide all information and reports required by the Regulations, or orders and instructions
4 issued pursuant thereto, and will permit access to its books, records, accounts, other sources of
5 information, and its facilities as may be determined by COUNTY or AGENCIES to be pertinent to
6 ascertain compliance with such Regulations, orders and instructions. Where any information required of
7 ENGINEER is in the exclusive possession of another who fails or refuses to furnish this information,
8 ENGINEER shall so certify to COUNTY, or the Federal Highway Administration as appropriate and shall
9 set forth what efforts he has made to obtain the information.

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

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

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

17 5. ENGINEER shall comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR
18 21 through Appendix H and 23 CFR 710.405(b) are applicable to this contract by reference.

19 **R. Labor Code and Prevailing Wages**

- 20 1. Certain Classifications of Labor under this contract may be subject to prevailing wage requirements.
- 21 2. Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with
22 Section 1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here
23 set forth in full. The parties recognize that said Chapter 1 deals, among other things with discrimination,
24 penalties and forfeitures, their disposition and enforcement, wages, working hours, and securing worker's
25 compensation insurance and directly effect the method of prosecution of the work by ENGINEER and
26 subject it under certain conditions to penalties and forfeitures. Execution of the Agreement by the parties
27 constitutes their agreement to abide by said Chapter 1, their stipulation as to all matters which they are
28 required to stipulate as to by the provisions of said Chapter 1, constitutes ENGINEER's certification that
29 he is aware of the provisions of said Chapter 1 and will comply with them and further constitutes

1 ENGINEER's certification as follows: "I am aware of the provisions of Section 3700 of the California Labor
2 Code which require every employer to be insured against liability for worker's compensation or to
3 undertake self-insurance in accordance with the provisions of that Code, and I will comply with such
4 provisions before commencing the performance of the work of this contract."

- 5 3. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem
6 wages applicable to the work, and for holiday and overtime work, including employer payments for health
7 and welfare, pension, vacation, and similar purposes, in the county in which the work is to be done have
8 been determined by the Director of the California Department of Industrial Relations. These wages are
9 available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov>.
- 10 4. Should a portion of the project contain Federal funding, Federal minimum wages shall be used. The
11 Federal minimum wage rates for this project as determined by the United States Secretary of Labor are
12 available from the U.S Department of Labor, Employment Standards Administration, Wage and Hour
13 Division's Internet website at <http://www.access.gpo.gov/davisbacon>. If there is a difference between the
14 minimum wage rates determined by the Secretary of Labor and the general prevailing wage rates
15 determined by the Director of the California Department of Industrial Relations for similar classifications of
16 labor, the ENGINEER and subcontractors shall pay not less than the higher wage rate. The Department
17 will not accept lower State wage rates determinations. This includes "helper" (or other classifications
18 based on hours of experience) or any other classification not appearing in the Federal wage
19 determinations. Where Federal wage determinations do not contain the State wage rate determination
20 otherwise available for use by the ENGINEER and subcontractors, the ENGINEER and subcontractors
21 shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the
22 employees in question.

23 **S. Review and Inspection**

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

26 **T. Record Retention / Audits**

- 27 1. ENGINEER, Subcontractors, and COUNTY shall maintain all books, documents, papers, accounting
28 records, and other evidence pertaining to the performance of the contract, but not limited to, the costs of
29 administering the contract. All parties shall make such materials available at their respective offices at all

1 reasonable times during the contract period and for three years from the date of final payment under the
2 contract.

- 3 2. COUNTY, Caltrans, the State Auditor General, FHWA or any duly authorized representative of the
4 Federal Government shall have access to any books, records, and documents of ENGINEER that are
5 pertinent to the contract for audits, examinations, excerpts, and transactions, and copies thereof shall be
6 furnished if requested. (Government Code Section 105320)

7 **U. Ownership of Data**

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

11 **V. Confidentiality of Data**

- 12 1. All financial, statistical, personal, technical or other data and information which is designated confidential
13 by COUNTY or AGENCIES, and made available to ENGINEER in order to carry out this contract, shall be
14 protected by ENGINEER from unauthorized use and disclosure.
- 15 2. Permission to disclose information on one occasion for a public hearing held by COUNTY or AGENCIES
16 relating to the contract shall not authorize ENGINEER to further disclose such information or disseminate
17 the same on any other occasion.
- 18 3. ENGINEER shall not comment publicly to the press or any other media regarding the contract, COUNTY
19 or the AGENCIES actions on the same, except to COUNTY or AGENCIES staff, ENGINEER's own
20 personnel involved in the performance of this contract, or at public hearings, or in response to questions
21 from a Legislative committee.
- 22 4. Each subcontract shall contain provisions similar to the foregoing related to the confidentiality of data and
23 nondisclosure of the same.
- 24 5. ENGINEER shall not issue any news release or public relations item of any nature whatsoever regarding
25 work performed or to be performed under this contract without prior review of the contents thereof by
26 COUNTY and receipt of COUNTY's written permission.

27 **W. Funding Requirements**

- 28 1. It is mutually understood between the parties that this contract may have been written before ascertaining
29 the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties

1 in order to avoid program and fiscal delays that would occur if the agreement were executed after that
2 determination was made.

3 2. This agreement is valid and enforceable only if sufficient funds are made available to COUNTY for the
4 purpose of this PROJECT. In addition, this agreement is subjected to any additional restrictions,
5 limitations, conditions or any statute enacted by Congress, State Legislature or COUNTY that may affect
6 the provisions, terms or funding of this contract in any manner.

7 3. It is mutually agreed that if sufficient funds for the program are not appropriated, this contract will be
8 amended to reflect any reduction in funds.

9 **ARTICLE V • PERFORMANCE**

10 **A. Performance Period**

11 1. This Contract shall begin upon notification to proceed by the COUNTY PROJECT MANAGER.

12 2. ENGINEER is advised that any recommendation for contract award is not binding on COUNTY until the
13 proposed contract is approved by all AGENCIES, and the contract is fully executed and approved by
14 COUNTY.

15 3. ENGINEER shall perform PROJECT services in accordance with the provisions set forth in Appendix B,
16 Schedule of Services, which is attached hereto and incorporated herein by reference.

17 4. Where ENGINEER is required to prepare and submit studies, reports, plans, etc., to COUNTY, these
18 shall be submitted in draft as scheduled, and the opportunity provided for COUNTY to direct revisions,
19 prior to final submission.

20 5. When COUNTY determines that ENGINEER has satisfactorily completed the PROJECT services,
21 COUNTY shall give ENGINEER a written Notice of Final Acceptance. ENGINEER shall not incur any
22 further costs hereunder unless so specified in the Notice of Final Acceptance. ENGINEER may request a
23 Notice of Final Acceptance determination when, in its opinion, it has satisfactorily completed all covenants
24 as stipulated in this Contract.

25 6. Time is of the essence in this agreement.

26 **B. Time Extensions**

27 1. Any delay in providing PROJECT services required by this contract occasioned by causes beyond the
28 control and not due to the fault or negligence of ENGINEER, shall be the reason for granting an extension
29 of time for the completion of the aforesaid work. When such delay occurs, ENGINEER shall promptly

1 notify COUNTY in writing of the cause and of the extent of the delay whereupon COUNTY shall ascertain
2 the facts and the extent of the delay and grant an extension of time for the completion of the work when,
3 in COUNTY's judgement, their findings of fact justify such an extension of time.

- 4 2. COUNTY's findings of fact shall be final and conclusive to the parties hereto. However, this is not
5 intended to deny ENGINEER its civil legal remedies in the event of a dispute.

6 **C. Reporting Progress**

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

17 **D. Evaluation of ENGINEER**

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

19 **ARTICLE VI • COMPENSATION**

20 **A. Work Authorization**

21 ENGINEER shall not commence performance of any work or PROJECT services until this contract has
22 been approved by COUNTY. No payment will be made for any work performed prior to approval of this
23 contract.

24 **B. Basis of Compensation**

- 25 1. PROJECT services as provided under this agreement as described in the Scope of Services, shall be
26 compensated for as defined in Appendix C, Elements of Compensation, which is attached hereto and
27 incorporated herein by reference. The total amount of the Contract is not to exceed annually \$250,000.00
28 and reimbursement is to be made at actual cost plus fixed fee.

29 If a contingency budget is provided, COUNTY shall hold such contingency in reserve for unforeseen Extra

1 Work that may arise during the performance of this agreement. Contingency budget shall only be used at
2 the discretion of the COUNTY PROJECT MANAGER, and with prior written authorization by the COUNTY
3 PROJECT MANAGER.

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

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

10 3. For purchase of any item, service or consulting work not covered in ENGINEER's proposal and
11 exceeding \$500, with prior authorization by the COUNTY PROJECT MANAGER, three competitive
12 quotations shall be submitted with the request, or the absence of bidding shall be adequately justified.

13 4. Any equipment purchased as a result of this contract is subjected to the following: ENGINEER shall
14 maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a
15 useful life of at least two years and an acquisition cost of \$500 or more. If the purchased equipment
16 needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit. At the
17 conclusion of the contract or if the contract is terminated, ENGINEER may either keep the equipment and
18 credit COUNTY in an amount equal to its fair market value or sell such equipment at the best price
19 obtainable at a public or private sale in accordance with established COUNTY procedures and credit
20 COUNTY in an amount equal to the sales price. If ENGINEER elects to keep the equipment, fair market
21 value shall be determined, at ENGINEER's expense, on the basis of a competent independent appraisal
22 of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable by COUNTY, and
23 ENGINEER. If it is determined to sell the equipment, the terms and conditions of such sale must be
24 approved in advance by COUNTY and AGENCIES.

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

28 6. ENGINEER agrees that the Contract Cost Principles and Procedures, CFR 48, Federal Acquisition
29 Regulations Systems, Chapter 1, Part 31, shall be used to determine the allowability of individual items of

1 cost.

2 7. ENGINEER also agrees to comply with Federal procedures in accordance with Office of Management
3 and Budget Circular A-102, Uniform Administrative Requirements for Grants-in-Aid to State and Local
4 Governments.

5 8. In the event of errors or omissions in the plans for PROJECT, ENGINEER shall perform the necessary
6 engineering services required to correct such errors and omissions without additional charge to COUNTY.

7 **C. Progress Payments**

8 1. ENGINEER shall submit monthly invoices for PROJECT Services in accordance with Appendix C,
9 Elements of Compensation, and in accordance with COUNTY Engineering Services Invoicing
10 Procedures.

11 2. ENGINEER shall submit an invoice each month for PROJECT services performed during the preceding
12 month. Invoices shall be submitted to the COUNTY PROJECT MANAGER and shall be included with a
13 Progress Report covering the same period as the submitted invoice.

14 3. Progress payments will be based on PROJECT services provided and actual costs incurred. Payments
15 made prior to the completion of each phase will not exceed the amount allowed in ENGINEER's cost
16 proposal for the completion of that phase and prior phases, unless a prior written agreement has been
17 obtained.

18 4. Progress payments will be made as promptly as fiscal procedures will permit upon receipt by the
19 COUNTY PROJECT MANAGER of itemized invoices.

20 5. COUNTY will withhold the last 10 percent of the budget for preparation of PS&E documents. The 10
21 percent retainage is to be held after 90% of the PS&E phase has been billed and is not to be deducted
22 from each invoice. The amount retained will be paid to ENGINEER after COUNTY has approved
23 ENGINEER's plans, specifications and estimate.

24 **ARTICLE VII • GIS Information**

25 A. "GIS Information" shall include GIS digital files (including the information or data contained therein) and any
26 other information, data, or documentation from County GIS (regardless of medium or format) that is provided
27 pursuant to this agreement.

28 B. ENGINEER acknowledges that the unauthorized use, transfer, assignment, sublicensing, or disclosure of the
29 GIS information, documentation, or copies thereof will substantially diminish their value to COUNTY.

1 ENGINEER acknowledges and agrees that COUNTY GIS information is a valuable proprietary product,
2 embodying substantial creative efforts, trade secrets, and confidential information and ideas. COUNTY GIS
3 information is and shall remain the sole property of COUNTY; and there is no intention of COUNTY to transfer
4 ownership of COUNTY GIS information.

5 C. COUNTY GIS information is made available to ENGINEER solely for use in the normal course of
6 ENGINEER's business to produce reports, analysis, maps and other deliverables only for this PROJECT and
7 as described within the Scope of Services.

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

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

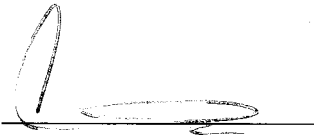
20 F. COUNTY accepts no responsibility for the use of GIS information; and COUNTY provides no warranty for the
21 use of COUNTY GIS or COUNTY GIS information by ENGINEER. THE WARRANTIES SPECIFICALLY SET
22 FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED,
23 INCLUDING THE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

25 G. Final plans, drawings or PROJECT work products will be provided in an electronic format suitable for
26 inclusion within the COUNTY GIS or CADD Systems by ENGINEER and will contain the appropriate meta
27 data and will be geographically registered using a appropriate coordinate system such as the California State
28 Plane Coordinate System NAD 83.

ARTICLE VIII • APPROVALS

COUNTY Approvals

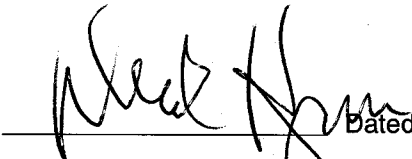
RECOMMENDED FOR APPROVAL:

 Dated: 7/2/09

JUAN C. PEREZ

Director of Transportation

APPROVED AS TO FORM:

 Dated: 7/17/09

Pamela J. Walls, County Counsel

County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS

_____ Dated: _____

Jeff Stone

PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

_____ Dated: _____

Kecia-Harper Ithem

Clerk of the Board (SEAL)

ENGINEER Approvals

ENGINEER:

 Dated: 6-25-09

Robert S. Smith, PE

PRINTED NAME

President

TITLE

ENGINEER:

 Dated: 6/25/09

Julian A. De La Torre, PE

PRINTED NAME

Vice President

TITLE

APPENDIX A • ARTICLE AI • INTRODUCTION

A. DESCRIPTION

The scope of work for this contract is to provide On-call General Engineering Services to the Riverside County Transportation Department for transportation related projects throughout Riverside County. The selected firm will be required to produce engineering, environmental and other types of transportation project documents to support the day-to-day operations of the COUNTY staff.

B. COORDINATION

ENGINEER may be required to coordinate with other involved agencies for compatible design and phasing construction with existing conditions. Coordination may include, but will not necessarily be limited to the following:

- Relevant Cities
- Regional Water Quality Control Board
- State and Federal Resource Agencies
- Caltrans
- Federal Highway Administration
- Utility Companies

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

C. STANDARDS

Plans, specifications, estimates (PS&E) and others shall be prepared in accordance with COUNTY's regulations, policies, procedures, manuals and standards including possible compliance with the State Department of Transportation (Caltrans) and Federal Highway Administration (FHWA) requirements.

1. Environmental

The Federal and state requirements for environmental analysis and impact assessment procedures are to be followed and the content of the environmental surveys, environmental technical reports, and environmental documents are set forth in the National Environmental Policy Act, the California Environmental Quality Act and other applicable Federal and State regulations.

2. PS&E

Plans and specifications shall be prepared in conformance with the current COUNTY Road Improvement Standards and County Policies and Guidelines for Submittal of Plans, Specifications and Estimates. Preparation of plans and specifications in accordance with State and Federal standards may be required on some work assignments. As part of the work involved in the preparation of the plans, specifications and estimates, the ENGINEER shall prepare and furnish to COUNTY special provisions for items of work

1 included in the plans, which are not covered in the Standard Specifications produced by the State
2 Department of Transportation (CALTRANS).

3 Roadway plans shall be prepared electronically on MicroStation software. Special Provisions shall be
4 prepared using Microsoft Word conforming to COUNTY format and content.

5 **D. KEY PERSONNEL**

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

10 Senior Project Manager	Julian A. De La Torre, PE
11 Project Manager	Paul Sepulveda

12 **ARTICLE AII • PROJECT ADMINISTRATION**

13 **A. PROJECT MANAGEMENT**

14 1. The ENGINEERING PROJECT MANAGER will maintain ongoing liaison with the COUNTY PROJECT
15 MANAGER and other effected agencies to promote effective coordination during the course of project
16 development.

17 **B. COST ACCOUNTING**

18 1. The ENGINEER will prepare monthly reports of expenditures for the PROJECT. Expenditures include
19 direct labor costs, other direct costs and subconsultant costs. These reports will be included as
20 supporting data for invoices presented to the COUNTY every month.

21 **C. SCHEDULING**

22 1. Schedules will be prepared for each specific task assignment.
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1 included in the plans, which are not covered in the Standard Specifications produced by the State
2 Department of Transportation (CALTRANS).

3 Roadway plans shall be prepared electronically on MicroStation software. Special Provisions shall be
4 prepared using Microsoft Word conforming to COUNTY format and content.

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8 least equal competence only after prior written approval by the COUNTY PROJECT MANAGER has been
9 secured. The key personnel for performance of this PROJECT are:

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12 **ARTICLE AII • PROJECT ADMINISTRATION**

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15 MANAGER and other effected agencies to promote effective coordination during the course of project
16 development.

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18 1. The ENGINEER will prepare monthly reports of expenditures for the PROJECT. Expenditures include
19 direct labor costs, other direct costs and subconsultant costs. These reports will be included as
20 supporting data for invoices presented to the COUNTY every month.

21 **C. SCHEDULING**

22 1. Schedules will be prepared for each specific task assignment.

ARTICLE AIII • SCOPE OF WORK

The scope of work for this contract is to provide On-call Engineering Services to the Riverside County Transportation Department for transportation related projects throughout Riverside County. The selected firm will be required to produce engineering, environmental and other types of transportation related project documents to support the day-to-day operations of the COUNTY staff.

Services will be performed at the request of the COUNTY PROJECT MANAGER. ENGINEER and/or COUNTY shall prepare a written scope of work and schedule for each work assignments. ENGINEER and COUNTY shall negotiate and establish a budget that is consistent with the scope of work and the ENGINEER's billing rates as provided in Appendix C. Each work assignment shall be memorialized in writing and approved by the ENGINEERING PROJECT MANAGER and by the Riverside County Transportation Department. The sum of the authorized budget for the ENGINEER's work assignments shall not exceed the annual authorized amount as provided in Appendix C.

The Engineer may be required to provide on-call services that include but are not limited to the following:

A. PLANNING AND FEASIBILITY STUDIES

Preparation of documents and studies related to the planning or feasibility of transportation related projects including but not limited to Project Study Reports, Project Reports and funding application or assist with the development of a strategy for any project.

B. PROJECT APPROVALS / GOVERNMENT LIAISON

Work directly with Caltrans, RCTC, cities, resources agencies, utilities and others to get a project approved. Provide coordination support including get issues resolved and working to get projects approved.

C. ENVIRONMENTAL ISSUES, CLEARANCES AND DOCUMENTS

Preparation of documents, reviewing material, meeting with various agency staff, developing strategies, and briefing staff or other officials.

D. PROJECT MANAGEMENT

Organize and manage complex projects. This includes interfacing with approval agencies, such as Caltrans, getting permits, and overseeing the procurement process.

E. ENGINEERING PLANS, CALCULATIONS & REPORTS

Preliminary and final design field and/or aerial surveys.

Development of hydrology reports and drainage analysis.

1 **Performance of quantity take offs and preparation of engineer estimates.**

2 **Preparation of engineered design plans including:**

3 Title sheet and location map

4 Key map and line index

5 Typical sections

6 Layouts, profiles and superelevation diagrams

7 Construction details and construction notes

8 Utility Plans

9 Contour grading

10 Drainage Layouts, profiles & details

11 Signing

12 Detour layout plans and Construction area sign details

13 Pavement delineation plans

14 Stage construction and traffic handling plan

15 Signal and signal details

16 Soundwall or soundwall mounted on retaining wall

17 NPDES erosion control plans

18 Right-of-way requirement maps

19 Landscaping Plans

20 Bridge Plans

21 Concrete Retaining Wall Structures

22 Mechanically Stabilized Earth Retaining Walls

23 Soil-Nail Retaining Wall Structures

24 Parking Lots

25 Seismic Retrofit Design

26 Other Engineering Analysis, Plans or Reports as required.

27 All plans to be prepared using MicroStation computer aided design and drafting software.

28 **F. CONSTRUCTION MANAGEMENT SERVICES**

29 Bid Review

- 1 Claims Management
- 2 Claims Mitigation
- 3 Constructability Review
- 4 Construction Claims Analysis
- 5 Construction Engineering
- 6 Construction Inspection
- 7 Construction Management
- 8 Construction Quality Control
- 9 Construction Staff Augmentation
- 10 Construction Surveying
- 11 Contract Review Cost Estimating
- 12 Existing Condition Survey
- 13 Litigation Support
- 14 Onsite Testing
- 15 Program Management
- 16 Project Control
- 17 Project Management
- 18 Public Relations
- 19 Safety Review and Training
- 20 Scheduling
- 21 Site Inspection
- 22 Systems Inspection
- 23 Value Engineering

24 **G. OTHER ENGINEERING SERVICES, AS REQUIRED.**

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APPENDIX B – ARTICLE B1 – INTRODUCTION

The ENGINEER shall perform the covenants set forth in Appendix A, Scope of Services in accordance with the performance requirements of Article V of this agreement and with the following Schedule of Services. This agreement shall permit the issuances of work assignments until June 30, 2012. The COUNTY and ENGINEER may enter into one year supplemental extension to this contract. This contract may be extended two times, for a period not to exceed two years from the original expiration date of the contracts. All Covenants set fort in this agreement shall be completed by June 30, 2014, unless extended by supplemental agreement.

Schedules for deliverables will be prepared for each specific assignment and scope of work that is prepared.

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APPENDIX C • ARTICLE CI • ELEMENTS OF COMPENSATION

Satisfactory performance and completion of the Services under this Agreement shall be compensated based upon the fee schedule outlined below and based on a negotiated agreed price for each specific work assignment.

COUNTY will compensate ENGINEER for hours worked by ENGINEER's staff in performance of the work in accordance with the Fee Schedule. Actual costs for a specific assignment shall not exceed the estimated costs. If actual costs exceed the estimated costs a new separate work assignment shall be prepared for the additional services. The sum of the authorized assignments during each year shall not exceed the yearly maximum budgeted amount. Hours worked and approved direct expenses shall be included in the monthly invoices.

Compensation for the 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.

B. OTHER DIRECT EXPENSES

Additional Direct Costs, directly identifiable to the performance of the services of this Agreement, shall be reimbursed at the rates below, or at actual invoiced cost.

Rates for identified Additional Direct Costs are as follows:

Mileage	\$0.55/mile (in excess of 100 miles round trip)
Reproduction – Color (oversize)	at cost

Travel by air and travel in excess of 100 miles from ENGINEER's office nearest to COUNTY's office must have COUNTY's prior written approval to be reimbursed under this Agreement.

C. OUTSIDE SERVICES

Outside services shall be paid in accordance with the negotiated cost proposal for each assignment. Billings for Outside Services shall be submitted along with the Prime Consultant's monthly Progress Report/Billing submittals and shall be in conformance with the COUNTY Engineering Services Invoicing Procedures.

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

1 in writing by the County Contract Administrator.

2 2. Base Work and Extra Work shall be charged separately. The charges for each individual assigned under
3 this Agreement shall be listed separately.

4 3. Charges of \$500.00 or more for any one item of Additional Direct Costs shall be accompanied by
5 substantiating documentation such as invoices, telephone logs, etc.

6 4. Each invoice shall bear a certification signed by the Engineering Contract Manager or an officer of the
7 firm which reads as follows:

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

10 **ARTICLE CIII • PAYMENT**

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

13 **ARTICLE CIV • COST PROPOSAL**

14 The total annual amount of services to be performed under this contract is not to exceed \$250,000 unless
15 approved in writing by COUNTY.

16 Annual Budgets

17 Year	Amount
18 July 1, 2009 to June 30, 2010	\$250,000
19 July 1, 2010 to June 30, 2011	\$250,000
20 July 1, 2011 to June 30, 2012	\$250,000
21 July 1, 2012 to June 30, 2013	\$250,000 (Extension requires Board Authorization)
22 July 1, 2013 to June 30, 2014	\$250,000 (Extension requires Board Authorization)

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 work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement.

In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier.

B. BILLING RATES

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

Thereafter, they may be adjusted only in conjunction with an approved one-year supplemental time extension as provided for in Appendix B – Article BI. All adjustment to billing rates shall require approval by the County

Director of Transportation, or his designee.

POSITION OR CLASSIFICATION HOURLY RATES

MSA Consulting Inc.

<u>Position</u>	<u>Hourly Rate</u>	<u>Position</u>	<u>Hourly Rate</u>
Principal Engineer	\$166	Senior Surveyor	\$113
Senior Project Manager	\$152	Survey Analyst	\$73
Project Manager	\$121	Assistant Planner	\$73
Project Engineer – Senior	\$106	Environmental Planner	\$91
Assistant Project Manager	\$95	Senior Surveyor	\$113
Project Engineer – Associate	\$92	Survey Analyst	\$73
Design Engineer – Senior	\$79	Administrative Assistant	\$68
CADD Designer	\$68	Utility Service Manager	\$109
Director of Environmental Services	\$152	Resources Manager	\$106
Director of Surveying & Mapping	\$157	Utility Coordination	\$61
Senior Survey Technician	\$83		
Two-Man Survey Crew	\$136		
Two-Man Survey Crew (Prevailing Wage)	\$221		

SUBCONSULTANS

Subconsultants billing rates will be negotiated, as needed, for each individual task order assignment. Individual task orders may be contracted on a lump sum, Time and Material with limits, or other bases. As each task order is established by the COUNTY, the method of payment, schedule and budget limits will be agreed upon.

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