

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

602 A



**FROM:** TLMA - Transportation Department

**SUBMITTAL DATE:**  
July 13, 2009

**SUBJECT:** On-Call Engineering Service Agreement for General Engineering with the firm of Proactive Engineering Consultants Incorporated.

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the attached Engineering Services Agreement with Proactive Engineering Consultants Incorporated 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 Program (TIP). The on-call contracts provide

Juan C. Perez  
Director of Transportation

JCP:nn  
(Continued On Attached Page)

<b>FINANCIAL DATA</b>	<b>Current F.Y. Total Cost:</b>	\$ 250,000	<b>In Current Year Budget:</b>	Yes
	<b>Current F.Y. Net County Cost:</b>	\$ 0	<b>Budget Adjustment:</b>	No
	<b>Annual Net County Cost:</b>	\$ 0	<b>For Fiscal Year:</b>	2009/2010

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

**C.E.O. RECOMMENDATION:** APPROVE  
BY:   
Michael R. Shetler

**County Executive Office Signature**

**Prev. Agn. Ref.** | **District:** All | **Agenda Number:** 3.90

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL  
BY: NEAL R. KIPNIS DATE

Departmental Concurrence

Policy  
 Consent  
 Policy  
 Consent  
 Dept't Recomm.:  
 Per Exec. Ofc.:

The Honorable Board of Supervisors

RE: On-Call Engineering Service Agreement for General Engineering with the firm of Proactive Engineering Consultants Incorporated.

July 13, 2009

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flexibility to engage consultants for a variety of tasks for various projects on short notice to provide special 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 the proposal was published on the Transportation Department's website, and notification letters were also mailed directly 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, Proactive Engineering was ranked as one of the top eight firms and has been selected to provide on-call services in the general engineering category. Proactive Engineering Consultants Incorporated 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.

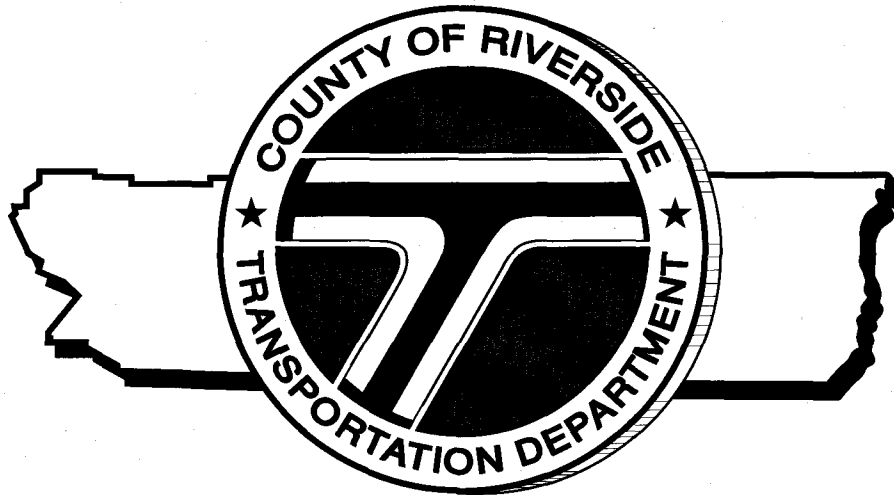
The terms of the agreement also provide the County with the option to terminate the agreement within 30 days without cause.

Contract No.

09-06-027

Riverside County Transportation Department

# ENGINEERING SERVICES AGREEMENT



for

**On-Call General Engineering Services**

between

**COUNTY OF RIVERSIDE • TRANSPORTATION DEPARTMENT**

and

**Proactive Engineering Consultants Inc.**

For sc...

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**ENGINEERING SERVICES AGREEMENT**

COUNTY OF RIVERSIDE, hereinafter referred to as "COUNTY", and Proactive Engineering & Consultants Inc, hereinafter referred to as "ENGINEER", located at the following addressees:

County of Riverside • Transportation Department	Proactive Engineering Consultants Inc.
4080 Lemon Street, 8 <sup>th</sup> Floor	1875 California Avenue
Riverside, CA 92502	Corona, Ca 92881

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:

Thomas E. Braun, 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.

**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.

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

**G. Indemnification**

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

**H. Quality Control**

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

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

COUNTY.

**K. Disputes**

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

**L. Termination Without Cause**

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

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

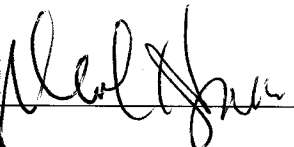
RECOMMENDED FOR APPROVAL:

 Dated: 6/30/09

JUAN C. PEREZ

Director of Transportation

APPROVED AS TO FORM:

 Dated: 7/2/09

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: 6/29/09

Thomas E. Braun, PE

PRINTED NAME

President

TITLE

ENGINEER:

\_\_\_\_\_ Dated: \_\_\_\_\_

PRINTED NAME

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 Project Manager Thomas E. Braun, PE

11 **ARTICLE AII • PROJECT ADMINISTRATION**

12 **A. PROJECT MANAGEMENT**

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

16 **B. COST ACCOUNTING**

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

20 **C. SCHEDULING**

21 1. Schedules will be prepared for each specific task assignment.  
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**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:

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

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 in writing by the County Contract Administrator.
2. Base Work and Extra Work shall be charged separately. The charges for each individual assigned under this Agreement shall be listed separately.
3. Charges of \$500.00 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation such as invoices, telephone logs, etc.
4. Each invoice shall bear a certification signed by the Engineering Contract Manager or an officer of the firm which reads as follows:

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

**ARTICLE CIII • PAYMENT**

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

**ARTICLE CIV • COST PROPOSAL**

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

**Annual Budgets**

<b>Year</b>	<b>Amount</b>
July 1, 2009 to June 30, 2010	\$250,000
July 1, 2010 to June 30, 2011	\$250,000
July 1, 2011 to June 30, 2012	\$250,000
July 1, 2012 to June 30, 2013	\$250,000 (Extension requires Board Authorization)
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

**Proactive Engineering Consultants Inc.**

Position	Hourly Rate	Position	Hourly Rate
Principal Engineer	\$161	Design Technician / CAD Technician	\$99
Engineering Director	\$161	Junior Engineer	\$84
Project Manager	\$149	Project Coordinator	\$84
Senior Civil Engineer	\$137	Survey Director	\$179
Senior Project Designer	\$137	Field Survey Coordinator	\$124
Associate Civil Engineer / Project Designer,	\$124	Survey Analyst	\$124
GIS Specialist	\$124	2-Person Survey Crew	\$196
Assistant Engineer	\$100		

**Sustainable Civil Engineering Solutions, Inc, Sub-Consultant**

Position	Hourly Rate
Principal Engineer	\$140
Project Manager	\$125
Associate Civil Engineer / Project Engineer	\$94
Project Inspection	\$95
Contract Administration	\$70

**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.