

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

706 A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
January 13, 2010

SUBJECT: Engineering Services Agreement Between the County of Riverside and K&A Engineering, Inc.

RECOMMENDED MOTION: That the Board:

1. Ratify an Engineering Services Agreement between the County of Riverside and K&A Engineering, Inc. for professional engineering services on an as-needed basis, and;
2. Authorize the Chairman to execute the agreement on behalf of the County.

BACKGROUND: The Transportation Department utilizes contract engineering services to supplement our in-house staff. We utilize on-call contracts to provide services when a firms' particular area of expertise matches the need of a specific project, in order to be able to quickly utilize them to deliver critical services.

Juan C. Perez
Director of Transportation

FK:rg
(Continued On Attached Page)

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

SOURCE OF FUNDS: Developer related fees - 100%.	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: Alex Gann
Alex Gann

County Executive Office Signature

FORM APPROVED COUNTY COUNCIL
BY: Neal R. Kipnis
DATE: _____
Departmental Concurrence

Dept's Recomm.: Consent Policy

Per Exec. Ofc.: Consent Policy

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

The Honorable Board of Supervisors

RE: Engineering Services Agreement Between the County of Riverside
and K&A Engineering, Inc.

January 13, 2010

Page 2 of 2

A request for the proposal 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. Upon completion of interviews, K & A Engineering, Inc. was selected as one of the top ranked firms. 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.

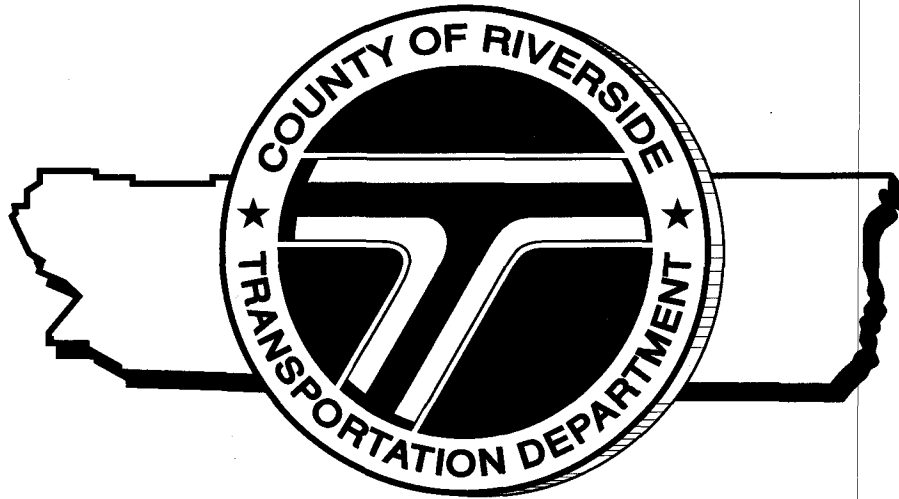
One of the projects that K&A is assisting the Transportation Department with are the revisions to the Plans and Specifications for Newport Road and Goetz Road that the County is bidding to complete improvements left unfinished by the Audie Murphy Ranch project. The Department needs an Engineering Services Agreement with K & A Engineering, Inc. in order to make these necessary plan revisions.

This contract is for an annual amount not to exceed \$250,000. It is for a 3-year term and will terminate on June 30th, 2012. The County has the option to extend the contract for two additional years after the initial term. The County retains the right to terminate this contract at the County's discretion and without cause with a 30-day notice.

Contract No. 09-09-008

Riverside Co. Transportation

ENGINEERING SERVICES AGREEMENT



For

Engineering Services

Between

COUNTY OF RIVERSIDE • TRANSPORTATION DEPARTMENT

And

K&A Engineering, Inc.

Table of Contents

ARTICLE I • DESIGNATED CONTACTS	1
ARTICLE II • PROJECT DEFINITION	1
ARTICLE III • COOPERATIVE AGENCIES	1
A. Lead Agency	1
B. Cooperative Agencies	1
C. COUNTY/AGENCIES Standards	2
ARTICLE IV • CONDITIONS	2
A. Notifications	2
B. Assignment	2
C. Subcontracts	2
D. Modifications	2
E. COUNTY Directives	3
F. Liability	3
G. Indemnification	3
H. Quality Control	4
I. Value Engineering	5
J. Extra Work	5
K. Disputes	5
L. Termination Without Cause	6
M. Termination for Lack of Performance	6
N. Insurance	7
O. Conflict of Interest	9
P. Legal Compliance	10
Q. Nondiscrimination	10
R. Labor Code and Prevailing Wages	11
S. Review and Inspection	12
T. Record Retention / Audits	12
U. Ownership of Data	13
V. Confidentiality of Data	13
W. Funding Requirements	13
ARTICLE V • PERFORMANCE	14
A. Performance Period	14
B. Time Extensions	14
C. Reporting Progress	14
D. Evaluation of ENGINEER	15
ARTICLE VI • COMPENSATION	15
A. Work Authorization	15
B. Basis of Compensation	15
C. Progress Payments	16
ARTICLE VII • GIS Information	17
ARTICLE VIII • APPROVALS	19
APPENDICES	
A. Scope of Services	20
B. Schedule of Services	26
C. Budget	28
C-1. Hourly Billing Rate Schedule	29

D. Example of Invoice 30
E. Monthly Plan Check Progress Report 31

ENGINEERING SERVICES AGREEMENT

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

County of Riverside • Transportation Department	K&A Engineering, Inc.
4080 Lemon Street, 8 th Floor	357 N. Sheridan Street, #117
Riverside, CA 92502	Corona, CA 92880

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:

Larry Stickney, P.E.

The COUNTY PROJECT MANAGER for COUNTY will be:

Alan French, P.E., PLS

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

Some of the cooperating agencies are listed below and will hereinafter be collectively referred to as the "AGENCIES".

Flood Control

Caltrans

- 1 Relevant cities
- 2 RTA
- 3 USPS
- 4 Regional Water Quality Control Board
- 5 State & Federal Agencies
- 6 Federal Highway Administration
- 7 Utility Companies

8 **C. COUNTY/AGENCIES Standards**

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

12 **ARTICLE IV • CONDITIONS**

13 **A. Notifications**

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

18 **B. Assignment**

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

21 **C. Subcontracts**

- 22 1. ENGINEER shall perform the services contemplated with resources available within its own organization.
23 No portion of the services pertinent to this contract shall be subcontracted without written authorization by
24 the COUNTY PROJECT MANAGER, except that which is expressly identified in this contract.
- 25 2. In the event ENGINEER subcontracts any portion of ENGINEER's duties under this agreement,
26 ENGINEER shall require its subcontractors to comply with the terms of this contract in the same manner
27 as required of ENGINEER.

28 **D. Modifications**

- 29 1. This contract may be amended or modified only by mutual written agreement of the parties. No alteration

1 or variation of the terms of this contract will be valid unless made in writing and signed by the parties
2 hereto and no oral understanding or agreement not incorporated herein, will be binding on any of the
3 parties hereto.

- 4 2. There shall be no change in the ENGINEERING PROJECT MANAGER or key members of the PROJECT
5 team without prior written approval by the COUNTY PROJECT MANAGER.

6 **E. COUNTY Directives**

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

8 **F. Liability**

- 9 1. ENGINEER has total responsibility for the accuracy and completeness of all data, plans, specifications
10 and estimates prepared by the ENGINEER for this PROJECT and shall check all such material
11 accordingly. The data and plans will be reviewed by COUNTY. The responsibility for accuracy and
12 completeness of such items remains solely that of ENGINEER.

- 13 2. The plans, designs, estimates, calculations, reports and other documents furnished in accordance with
14 the Appendix A, Scope of Services prepared by the ENGINEER for this PROJECT shall meet the criteria
15 for acceptance and be a product of neat appearance, well organized, technically and grammatically
16 correct, checked and having the preparer and checker identified. The minimum standard of appearance,
17 organization and contents shall be of similar types produced by COUNTY and AGENCIES.

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

- 21 4. COUNTY and ENGINEER agree that plans, drawings or other work products prepared by ENGINEER are
22 for the exclusive use of COUNTY and will be used by COUNTY for the project for which they were
23 specifically designed. ENGINEER shall not be responsible for use of such plans, drawings or other work
24 products if used on a different project without the written authorization or approval by ENGINEER.

- 25 5. ENGINEER acknowledges that the plans, drawings and/or other work products may be used by COUNTY
26 for the PROJECT regardless of any disputes that may develop between ENGINEER and COUNTY.

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

29 **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. With respect to 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 during the entire time services are being performed under the contract. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected and back-checked, and all job related correspondence and memoranda routed and received by affected persons and then bound in appropriate job

1 files. Where several drawings show different work in the same area, means shall be provided to avoid
2 conflicts and misalignment in both new and existing improvements. Evidence that the quality control plan is
3 functional may be requested by the COUNTY PROJECT MANAGER. All plans, calculations documents and
4 other items submitted to the COUNTY PROJECT MANAGER for review shall be marked clearly as being fully
5 checked and that the preparation of the material followed the quality control plan established for the work.

6 **I. Value Engineering**

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

17 **J. Extra Work**

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

27 **K. Disputes**

- 28 1. In the event ENGINEER considers any work demanded of him to be outside the requirements of the
29 contract, or if he considers any order, instruction, or decision of COUNTY to be unfair, he shall promptly

1 upon receipt of such order, instruction or decision, ask for a written confirmation of the same whereupon
2 he shall proceed without delay to perform the work or to conform to the order, instruction, or decision; but
3 unless ENGINEER finds such order, instruction, or decision satisfactory, he shall within 20 days after
4 receipt of same, file a written protest with COUNTY stating clearly and in detail his objections and reasons
5 therefore. Except for such protests or objections as are made of record in the manner specified and
6 within the time stated herein, and except for such instances where the basis of a protest could not
7 reasonably have been foreseen by ENGINEER within the time limit specified for protest, ENGINEER
8 hereby waives all grounds for protests or objections to the orders, instruction, or decisions of COUNTY
9 and hereby agrees that, as to all matters not included in such protests, the orders, instructions and
10 decisions of COUNTY will be limited to matters properly falling within COUNTY'S authority.

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

16 **L. Termination Without Cause**

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

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

27 COUNTY may terminate this agreement and be relieved of the payment of any consideration to ENGINEER
28 should ENGINEER fail to perform the covenants herein contained at the time and in the manner herein
29 provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed

1 proper by COUNTY. In such event, ENGINEER shall be paid only for work completed and delivered to
2 COUNTY in a timely and successful manner.

3 **N. Insurance**

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

7 1. Workers' Compensation:

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

12 2. Commercial General Liability:

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

21 3. Vehicle Liability:

22 ENGINEER shall maintain Liability Insurance for all owned, non-owned or hired vehicles in an amount not
23 less than \$1,000,000 per occurrence combined single limit. If ENGINEER'S vehicles or mobile
24 equipment are not to be used in the performance of the obligations under this Agreement, ENGINEER
25 shall maintain coverage for non-owned or hired vehicles in an amount not less than \$1,000,000 per
26 occurrence combined single limit. Such non-owned or hired vehicle coverage may be included as a part
27 of the Commercial General Liability policy. If such insurance contains a general aggregate limit, it shall
28 apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall
29 name by endorsement, all Agencies, Special Districts and Departments of the County of Riverside, their

1 respective Directors, Officers, Board of Supervisors, employees, agents, elected and appointed officials
2 as Additional Insured.

3 4. Professional Liability:

4 ENGINEER shall maintain Professional Liability Insurance providing coverage for performance of work
5 included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and
6 \$2,000,000 annual aggregate. If ENGINEER'S Professional Liability Insurance is written on a claims-
7 made basis rather than an occurrence basis, such insurance shall continue through the term of this
8 Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made
9 insurance policy ENGINEER shall purchase at his sole expense either 1) an Extended Reporting
10 Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a
11 retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate
12 through Certificates of Insurance that ENGINEER has maintained continuous coverage with the same or
13 original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years
14 beyond the termination of this Agreement.

15 5. General Insurance Provisions - All lines:

16 a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of
17 California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements
18 are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a
19 requirement for a particular insurer such waiver is only valid for that specific insurer and only for one
20 policy term.

21 b. The ENGINEER'S insurance carrier(s) must declare its self-insured retentions. If such self-insured
22 retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the
23 County Risk Manager before the commencement of operations under this Agreement. Upon
24 notification of self insured retentions which are deemed unacceptable to the COUNTY, at the election
25 of the County's Risk Manager, ENGINEER'S carriers shall either; 1) reduce or eliminate such self-
26 insured retentions as respect to this Agreement with the COUNTY, or 2) procure a bond which
27 guarantees payment of losses and related investigations, claims administration, defense costs and
28 expenses.

29 c. The ENGINEER shall cause their insurance carrier(s) to furnish the COUNTY with 1) a properly

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

- 16 d. It is understood and agreed by the parties hereto and the ENGINEER'S insurance company(s), that
17 the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary
18 insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-
19 insured programs shall not be construed as contributory.
- 20 e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope
21 of services or performance of work the Risk Manager of the County of Riverside reserves the right to
22 adjust the types of insurance required under this Agreement and the monetary limits of liability for the
23 insurance coverage required herein, if, in the County Risk Manager's reasonable judgment, the
24 amount or type of insurance carried by the ENGINEER has become inadequate.
- 25 f. ENGINEER shall pass down the insurance obligations contained herein to all tiers of subcontractors
26 working under this Agreement.

27 **O. Conflict of Interest**

28 ENGINEER warrants, by execution of this contract, that no person or selling agency has been employed
29 or retained to solicit or secure this contract upon an agreement or understanding for a commission,

1 percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established
2 commercial or selling agencies maintained by ENGINEER for the purpose of securing business. For
3 breach or violation of this warranty, COUNTY has the right to annul this contract without liability, pay only
4 for the value of the work actually performed, or in its discretion to deduct from the contract price or
5 consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or
6 contingent fee. ENGINEER may be requested to complete a Conflict of Interest Statement prior to,
7 during, or after execution of this contract. ENGINEER understands that as a condition of this contract
8 ENGINEER agrees to complete the Conflict of Interest Statement when requested to do so by COUNTY.

9 **P. Legal Compliance**

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

14 **Q. Nondiscrimination**

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

1 exclusive possession of another who fails or refuses to furnish this information, ENGINEER shall so
2 certify to COUNTY, or the Federal Highway Administration as appropriate and shall set forth what efforts
3 he has made to obtain the information.

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

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

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

11 5. ENGINEER shall comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR
12 21 through Appendix H and 23 CFR 710.405(b) are applicable to this contract by reference.

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

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

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

28 3. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem
29 wages applicable to the work, and for holiday and overtime work, including employer payments for health

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

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

17 **S. Review and Inspection**

18 ENGINEER and any Subcontractors shall permit COUNTY to review and inspect PROJECT activities
19 including review and inspection on a daily basis.

20 **T. Record Retention / Audits**

- 21 1. ENGINEER, Subcontractors, and COUNTY shall maintain all books, documents, papers, accounting
22 records, and other evidence pertaining to the performance of the contract, but not limited to, the costs of
23 administering the contract. All parties shall make such materials available at their respective offices at all
24 reasonable times during the contract period and for three years from the date of final payment under the
25 contract.
- 26 2. COUNTY, Caltrans, the State Auditor General, FHWA or any duly authorized representative of the
27 Federal Government shall have access to any books, records, and documents of ENGINEER that are
28 pertinent to the contract for audits, examinations, excerpts, and transactions, and copies thereof shall be
29 furnished if requested. (Government Code Section 105320)

1 **U. Ownership of Data**

2 Upon completion of all work under this contract, ownership and title to all reports, documents, plans,
3 specifications, and estimates produced or provided to ENGINEER as part of this contract will automatically be
4 vested in COUNTY and no further agreement will be necessary to transfer ownership to COUNTY.

5 **V. Confidentiality of Data**

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

21 **W. Funding Requirements**

- 22 1. It is mutually understood between the parties that this contract may have been written before ascertaining
23 the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties
24 in order to avoid program and fiscal delays that would occur if the agreement were executed after that
25 determination was made.
- 26 2. This agreement is valid and enforceable only if sufficient funds are made available to COUNTY for the
27 purpose of this PROJECT. In addition, this agreement is subjected to any additional restrictions,
28 limitations, conditions or any statute enacted by Congress, State Legislature or COUNTY that may affect
29 the provisions, terms or funding of this contract in any manner.

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

ARTICLE V • PERFORMANCE

A. Performance Period

- 1. This Contract shall begin upon notification to proceed by the COUNTY PROJECT MANAGER.
- 2. ENGINEER is advised that any recommendation for contract award is not binding on COUNTY until the proposed contract is approved by all AGENCIES, and the contract is fully executed and approved by COUNTY.
- 3. ENGINEER shall perform PROJECT services in accordance with the provisions set forth in Appendix B, Schedule of Services, which is attached hereto and incorporated herein by reference.
- 4. Where ENGINEER is required to prepare and submit studies, reports, plans, etc., to COUNTY, these shall be submitted in draft as scheduled, and the opportunity provided for COUNTY to direct revisions, prior to final submission.
- 5. When COUNTY determines that ENGINEER has satisfactorily completed the PROJECT services, COUNTY shall give ENGINEER a written Notice of Final Acceptance. ENGINEER shall not incur any further costs hereunder unless so specified in the Notice of Final Acceptance. ENGINEER may request a Notice of Final Acceptance determination when, in its opinion, it has satisfactorily completed all covenants as stipulated in this Contract.
- 6. Time is of the essence in this agreement.

B. Time Extensions

- 1. Any delay in providing PROJECT services required by this contract occasioned by causes beyond the control and not due to the fault or negligence of ENGINEER, shall be the reason for granting an extension of time for the completion of the aforesaid work. When such delay occurs, ENGINEER shall promptly notify COUNTY in writing of the cause and of the extent of the delay whereupon COUNTY shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the work when, in COUNTY'S judgment, their findings of fact justify such an extension of time.

C. Reporting Progress

- 1. As part of the monthly invoice ENGINEER shall submit a progress report in accordance with COUNTY Engineering Services Progress Reporting Guidelines. Progress Reports shall indicate the progress

1 achieved during the previous month in relation to the Schedule of Services. Submission of such progress
2 report by ENGINEER shall be a condition precedent to receipt of payment from COUNTY for each
3 monthly invoice submitted.

- 4 2. To ensure understanding and performance of the contract objectives, meetings between COUNTY,
5 AGENCIES, and ENGINEER shall be held as often as deemed necessary. All work objectives,
6 ENGINEER'S work schedule, the terms of the contract and any other related issues will be discussed
7 and/or resolved. ENGINEER shall keep minutes of meetings and distribute copies of minutes as
8 appropriate.

9 **D. Evaluation of ENGINEER**

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

11 **ARTICLE VI • COMPENSATION**

12 **A. Work Authorization**

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

15 **B. Basis of Compensation**

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

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

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

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

3. For purchase of any item, service or consulting work not covered in ENGINEER'S proposal and exceeding \$500, with prior authorization by the COUNTY PROJECT MANAGER, three competitive quotations shall be submitted with the request, or the absence of bidding shall be adequately justified.
4. Any equipment purchased as a result of this contract is subjected to the following: ENGINEER shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$500 or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit. At the conclusion of the contract or if the contract is terminated, ENGINEER may either keep the equipment and credit COUNTY in an amount equal to its fair market value or sell such equipment at the best price obtainable at a public or private sale in accordance with established COUNTY procedures and credit COUNTY in an amount equal to the sales price. If ENGINEER elects to keep the equipment, fair market value shall be determined, at ENGINEER'S expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable by COUNTY, and ENGINEER. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY and AGENCIES.
5. The consideration to be paid ENGINEER, as provided herein, shall be in compensation for all of ENGINEER'S expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
6. ENGINEER agrees that the Contract Cost Principles and Procedures, CFR 48, Federal Acquisition Regulations Systems, Chapter 1, Part 31, shall be used to determine the allowability of individual items of cost.
7. ENGINEER also agrees to comply with Federal procedures in accordance with Office of Management and Budget Circular A-102, Uniform Administrative Requirements for Grants-in-Aid to State and Local Governments.
8. In the event of errors or omissions in the plans for PROJECT, ENGINEER shall perform the necessary engineering services required to correct such errors and omissions without additional charge to COUNTY.

C. Progress Payments

1. ENGINEER shall submit monthly invoices for PROJECT Services in accordance with Appendix C, Budget, and in accordance with Exhibits D and E for plan checking work.

- 2. ENGINEER shall submit an invoice each month for PROJECT services performed during the preceding month. Invoices shall be submitted to the COUNTY PROJECT MANAGER and shall be included with a Progress Report covering the same period as the submitted invoice per Exhibit E for plan check.
- 3. Progress payments will be based on PROJECT services provided and actual costs incurred. Payments made prior to the completion of each phase will not exceed the amount allowed in ENGINEER'S cost proposal for the completion of that phase and prior phases, unless approved in writing by the COUNTY PROJECT MANAGER.
- 4. Progress payments will be made as promptly as fiscal procedures will permit upon receipt by the COUNTY PROJECT MANAGER of itemized invoices.
- 5. COUNTY will withhold the last 10 percent of the budget for preparation of PS&E documents. The 10 percent retainage is to be held after 90% of the PS&E phase has been billed and is not to be deducted from each invoice. The amount retained will be paid to ENGINEER after COUNTY has approved ENGINEER'S plans, specifications and estimate.

ARTICLE VII • GIS Information

- A. "GIS Information" shall include GIS digital files (including the information or data contained therein) and any other information, data, or documentation from County GIS (regardless of medium or format) that is provided pursuant to this agreement.
- B. ENGINEER acknowledges that the unauthorized use, transfer, assignment, sublicensing, or disclosure of the GIS information, documentation, or copies thereof will substantially diminish their value to COUNTY. ENGINEER acknowledges and agrees that COUNTY GIS information is a valuable proprietary product, embodying substantial creative efforts, trade secrets, and confidential information and ideas. COUNTY GIS information is and shall remain the sole property of COUNTY; and there is no intention of COUNTY to transfer ownership of COUNTY GIS information.
- C. COUNTY GIS information is made available to ENGINEER solely for use in the normal course of ENGINEER'S business to produce reports, analysis, maps and other deliverables only for this PROJECT and as described within the Scope of Services.
- D. ENGINEER agrees to indemnify and hold harmless COUNTY, its officers, employees and agents from any and all liabilities, claims, actions, losses or damages relating to or arising from ENGINEER'S use of COUNTY GIS information.

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


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

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

1 APPROVALS

2 COUNTY Approvals

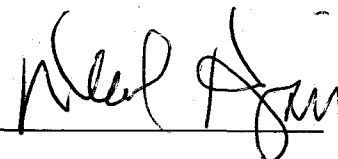
3 RECOMMENDED FOR APPROVAL:

4  Dated: 12/3/09

6 JUAN C. PEREZ

7 Director of Transportation

9 APPROVED AS TO FORM:

10  Dated: 1/4/10

12 PAMELA J. WALLS

13 County Counsel

15 APPROVAL BY THE BOARD OF SUPERVISORS

17 _____ Dated: _____

18 _____

19 PRINTED NAME

19 Chairman, Riverside County Board of Supervisors

21 ATTEST:

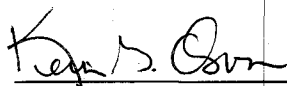
22 KECIA HARPER-IHEM, Clerk of the Board

23 _____ Dated: _____

24 Clerk of the Board (SEAL)

ENGINEER Approvals

ENGINEER:

 Dated: 9-29-09


Keith G. Osborn

PRINTED NAME

President

TITLE

ENGINEER:

 Dated: 9/29/09

AMIR H. FALLAHI

PRINTED NAME

C.F.O.

TITLE

APPENDIX A

SCOPE OF SERVICES

A. DESCRIPTION

ENGINEER will 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 and provide plan checking to support the day-to-day operations of the COUNTY staff.

B. STANDARDS

Plans, specifications, estimates (PS&E) and other documents 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, specifications and estimates 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 included in the plans, which are not covered in the Standard Specifications produced by the State Department of Transportation (CALTRANS).

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

ARTICLE AI • PROJECT ADMINISTRATION

A. PROJECT MANAGEMENT

1. The ENGINEERING PROJECT MANAGER will maintain ongoing liaison with the COUNTY PROJECT

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

3 **B. COST ACCOUNTING**

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

7 **C. SCHEDULING**

- 8 1. Schedules will be prepared for each specific task assignment.

9 **ARTICLE AII • SCOPE OF WORK**

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

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

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

22 **A. PLAN CHECKING WORK FLOW METHODOLOGY**

- 23 1. Upon receipt of documents for first plan check, within two working days, ENGINEER shall review for
24 completeness of submittal. If the submittal is found to be deficient, it should be rejected with concurrence
25 of the COUNTY PROJECT MANAGER. If the submittal is found to be acceptable, the ENGINEER shall
26 proceed with the plan check.

27 a. Review project with respect to the relationship between the on- and off-site improvements in order to
28 achieve an understanding of the overall project concept.

29 b. Review all conditions of approval. Review plan submittal documents for conformance with these

1 conditions.

- 2 c. Compare construction documents against the tentative, final tract or parcel map for horizontal
3 alignment, street widths, right-of-way dedications and easement dedications. Notify COUNTY of any
4 identified discrepancies.
- 5 d. Conduct detailed review of the plans based on the COUNTY'S plan check protocol, professional
6 engineering judgment and experience, and industry standards. This review includes verification of
7 compliance with County Ordinance 460, 461 and 499. In addition, report studies, and other
8 supporting documentation are reviewed for accuracy and appropriateness.
- 9 e. Perform thorough review of proposed construction material and associated quantity and cost
10 estimates. This step is necessary to establish the basis for project bonding requirements.
- 11 f. Prepare memorandum documenting plan check findings. These findings are then discussed in a plan
12 check review conference held between ENGINEER and COUNTY staff. All review comments are
13 reviewed and modified as required, and formalized into an official review summary for transmittal to
14 the plan originator.
- 15 g. On an as-requested basis, meet with plan originators to discuss and/or clarify plan check comments.

16 The foregoing process applies to review through all plan checks. Subsequent plan checks shall
17 proceed along the following steps:

- 18 2. Upon receipt of resubmitted plans and supporting documents for the second time, within two working
19 days, verify completeness of the submittals, including conformance with requests for supporting or
20 supplemental documentation, and addressing redline comments. If the submittal is found to be deficient it
21 should be rejected with concurrence of the COUNTY PROJECT MANAGER. If the submittal is found
22 acceptable, ENGINEER is to proceed with the plan check.
- 23 a. Review any additional materials, reports, studies, etc., requested as part of the preceding plan
24 check(s) for accuracy and completeness. Verify conformance with previous plan check comments. A
25 meeting is required and will include the owner to go over comments and clarify any issues not
26 addressed or still outstanding.
- 27 b. Respond to any special requests made by COUNTY, e.g., comparison of grading plans with street
28 improvement plans. This type of request typically occurs when a contractor desires an early release
29 to commence rough grading.

- 1 c. Presuming all previous review comments and requests for additional information have been
2 satisfactorily addressed, and no significant changes to the project are anticipated, obtain a final
3 project quantity and cost estimate from the plan originator. Prepare a Recommendation of Approval
4 of the Engineer's estimate, for bonding purposes, to be forwarded to the COUNTY.
- 5 d. Upon receipt of the plans and supporting documents for the third time, within two working days, verify
6 completeness of submittals, including conformance with requests for supporting or supplemental
7 documentation, and addressing redlines comments. If the submittal is found to be deficient, it should
8 be rejected with concurrence of the COUNTY PROJECT MANAGER. If the submittal is found
9 acceptable, ENGINEER is to proceed with the plan check.
- 10 e. Verify all previous comments have been addressed and the plans are in a final form. Once checked,
11 can request mylars to be submitted if the minor items are corrected.
- 12 f. Upon receipt of the mylars, within two working days, verify completeness of submittal. If it is found to
13 be deficient, it should be rejected with concurrence of the COUNTY PROJECT MANAGER. If the
14 submittal is found to be acceptable, ENGINEER is to proceed with the review.
- 15 g. Prepare a final approval package with all required supporting documentation. Package shall include
16 a Letter of Recommendation for Approval, and signed "Recommended for Approval" mylar originals,
17 and shall be submitted to the COUNTY for final processing. Should the plans be found not to be
18 ready for signature, notify the COUNTY PROJECT MANAGER and provide reasons for the
19 deficiencies for direction on continuing that process.

20 **B. PROJECT APPROVALS / GOVERNMENT LIAISON**

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

23 **C. PROJECT MANAGEMENT**

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

26 **D. ENGINEERING PLANS, CALCULATIONS & REPORTS**

27 **Preliminary and final design field and/or aerial surveys.**

28 **Development of hydrology reports and drainage analysis.**

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

Preparation or plan check of engineered design plans including:

- Title sheet and location map
- Key map and line index
- Typical sections
- Layouts, profiles and superelevation diagrams
- Construction details and construction notes
- Utility Plans
- Contour grading
- Drainage Layouts, profiles & details
- Signing
- Detour layout plans and Construction area sign details
- Pavement delineation plans
- Stage construction and traffic handling plan
- Signal and signal details
- Soundwall or soundwall mounted on retaining wall
- NPDES erosion control plans
- Right-of-way requirement maps
- Landscaping Plans
- Bridge Plans
- Concrete Retaining Wall Structures
- Mechanically Stabilized Earth Retaining Walls
- Soil-Nail Retaining Wall Structures
- Parking Lots
- Seismic Retrofit Design
- Other Engineering Analysis, Plans or Reports as required.

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

E. CONSTRUCTION MANAGEMENT SERVICES

- Bid Review
- Claims Management

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

23 F. OTHER ENGINEERING SERVICES, AS REQUIRED

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**APPENDIX B
SCHEDULE OF SERVICES**

1. Time for Performance

No referral for review can be made or work commences on any referral until this Agreement is executed by both parties.

The term of this Agreement shall be for approximately three years from the date it is approved by the Board of Supervisors to June 30, 2012. At the end of the contract, which is June 30, 2012, this Agreement may be renewed annually for up to two more years upon mutual agreement between COUNTY and ENGINEER.

Upon COUNTY'S authorization to proceed, ENGINEER shall diligently perform the services described in Appendix "A" and ENGINEER shall complete each assigned design/review plan check and submit recommendations to COUNTY per project schedule.

ENGINEER shall complete each assigned design/review plan check and submit recommendation to COUNTY within five (5) working days for Fast Track projects, grading plans for the first plan check; and within two (2) working days for each additional recheck.

ENGINEER shall meet at mutually agreeable times with COUNTY to review progress of work, adherence to time schedule, coordination of work, scheduling study or plan reviews and to resolve any work, scheduling or design review problems that may develop. Within five (5) working days of each meeting, ENGINEER shall prepare a memorandum summarizing the results of the meeting and shall submit it to COUNTY for concurrence.

2. Plan Check Project Schedule

Schedule Item	Turnaround Time
First Submittal	15 working days
Second and Third Submittals	10 working days, respectively
Mylar Review	5 working days
Major Change	15 working days
Additional Submittal Reviews	5 working days

1 The first working day commences on the date that the ENGINEER receives an assignment or a
2 complete submittal. Plan Check submittals that are deemed not ready for review: lacking submittal
3 requirements or not addressing items on the Corrections Memo will not be considered a complete
4 submittal. Re-design of elements of the submittal package after the First Submittal Review may
5 constitute a Major Change and require a review in excess of the typical 10 working day turnaround.
6 Deviations from the Standard Review turnaround time will be identified with explanation to the County.

7 **3. Assistance by Engineer during Review Period**

8 ENGINEER shall be responsible for responding to all routine inquiries from developer/developer's
9 engineer or contractors. ENGINEER shall refer inquiries to COUNTY on standard and/or policy
10 conformance matters.

11 ENGINEER shall provide a representative to assist COUNTY staff with the interpretation of
12 documents, when requested, during the review period where the need for such assistance arises from
13 lack of clarity or incompleteness of work.

APPENDIX C

BUDGET

Compensation for services shall be per the following:

1. All services rendered under Scope of Services, Appendix "A", shall be paid at the hourly rate scheduled in Exhibit C-1 within an agree upon maximum limit on a per project basis.
2. No overtime or extra work shall be performed unless prior authorization is obtained from COUNTY.
3. The billing rates shown below herein are in effect for the entire duration of this agreement.
4. Contract maximum will not exceed \$250,000.00 annually for a one (1) year period upon execution of this contract.

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EXHIBIT C-1

HOURLY BILLING RATE SCHEDULE

Engineering Services will be compensated on a Time and Materials basis within an agreed maximum amount on a per project basis. The personnel classifications and corresponding agreed-to hourly billing rates include:

Personnel Classification	Hourly Billing Rate
Principal/Department Head	\$150
Project Manager	\$140
Project Engineer	\$120
Office Surveyor	\$110
Design Engineer	\$100
Designer	\$95
CADD Technician	\$85
JR CADD Technician	\$75
Word and Data Processing	\$70
K&A PREVAILING WAGE FIELD ENGINEERING:	
One-Person Survey Crew	\$185
Two-Person Survey Crew	\$250
Three-Person Survey Crew	\$290

