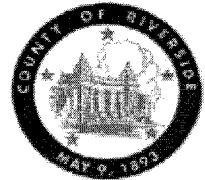


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

221
A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
March 17, 2011

SUBJECT: Engineering Services Agreement by and between Riverside County and CNS Engineers, Inc. for the County-wide Bridge Program.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Engineering Services Agreement with CNS Engineer, Inc. for the County-wide Bridge Program, and;
2. Authorize the Chairman of the Board to execute the same.

BACKGROUND: Riverside County owns and operates 148 bridges connecting the 2503 miles of the County maintained road system (including bridges being maintained during the transition period for the new Cities of Eastvale and Jurupa). These bridges are an essential component of

Juan C. Perez
Director of Transportation

(Continued On Attached Pages)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 683,557	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11
SOURCE OF FUNDS: Gas Tax (ABX8-9), Measure A/Western, Various (for On-Call Engineering Services).				Positions To Be Deleted Per A-30 <input type="checkbox"/>
				Requires 4/5 Vote <input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:

Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: *48464646* 3/30/11
MARSHA L. VICTOR DATE

Departmental Concurrence

Dep't Recomm.: ☒ Policy ☐ Consent
Per Exec. Ofc.: ☒ Policy ☐ Consent

Prev. Agn. Ref.

District: All

Agenda Number:

The Honorable Board of Supervisors

RE: Engineering Services Agreement by and between Riverside County and CNS Engineers, Inc. for the County-wide Bridge Program

March 17, 2011

Page 2

maintaining the function of our road system for our residents, visitors, and emergency service providers that rely on it. With Riverside County being located in the heart of seismically active Southern California, it's critically important that the County assess the condition of its bridges and roads for safety and functionality on a regular basis prior to and following a major seismic event. Timely response to quickly restore transportation routes is critical to public safety, emergency vehicle access, and the overall economy of the area.

Focusing on the timely maintenance and preservation of the existing bridge inventory will extend the service life of the bridges. The establishment of a County-wide Bridge Program will provide for a systemic and uniform approach of developing bridge projects, conducting post earthquake bridge inspections, and sustaining the existing bridge inventory by:

- Implementing a Bridge/Asset Management Program for maintaining existing bridges on County maintained roads, including evaluation of bridges that need improvement and determining funding needs to assist in pursuing eligible State funds.
- Updating the County Bridge Design Criteria, as it supplements the State Department of Transportation (CALTRANS) guidelines and procedures for bridges.
- Conducting a Type Selection Process for every bridge proposed on the County maintained roadway system to determine the most appropriate bridge type for new structures based on functionality and long-term maintenance; reviewing bridge Plans, Specifications, and Estimates (PS&E) prepared as part of various Development and Capital Improvement projects.
- Developing and implementing the guidelines, and procedures for earthquake preparedness to maintain, and when necessary, to restore the transportation network within the County jurisdiction following significant seismic events.
- Developing a GIS based mapping of County bridges. The mapping would include permit load restrictions, pending bridge maintenance recommendations, and links to other pertinent bridge records for quick and easy access.

CNS Engineers, Inc. was selected as the successful firm in response to the County's request for proposals to implement a County-wide Bridge Program. The Transportation Department solicited requests for proposals and reviewed submittals for twelve (12) firms. Interviews were conducted on eight (8) firms, and CNS Engineer, Inc. of Riverside was the top-ranked firm. This contract provides for program development and on-call services of \$250,000 annually for tasks that may be assigned by the Transportation Department up to a not-to-exceed amount including post-seismic event inspections and field staff training.

Proposed Budget:

- **Development of the County Bridge Program \$433,556.86**
- **On-Call Engineering Services \$250,000.00**

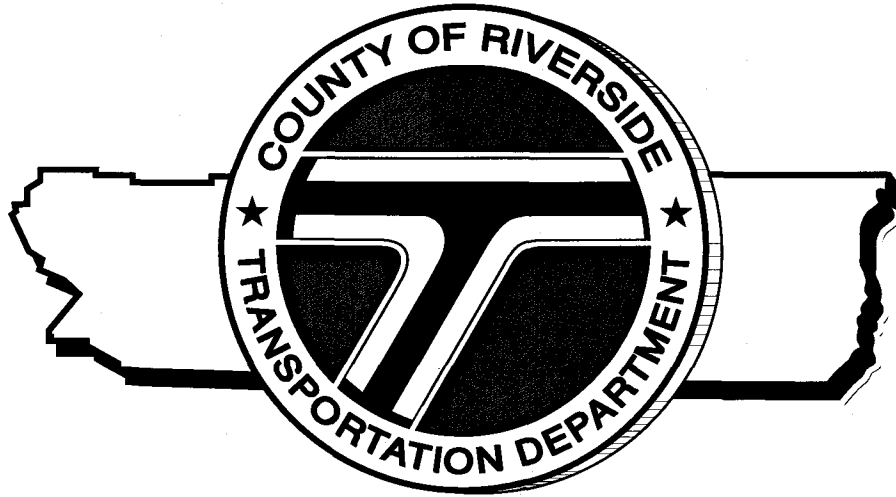
Total Proposed Budget	\$683,556.86
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W.O. No. C0-0527

Federal Project No. _____
Caltrans EA No. _____

Contract No. 11-02-003
Riverside Co. Transportation

ENGINEERING SERVICES AGREEMENT



for

< THE COUNTY WIDE BRIDGE PROGRAM >

between

COUNTY OF RIVERSIDE • TRANSPORTATION DEPARTMENT

and

< CNS ENGINEERS, INC. >

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ENGINEERING SERVICES AGREEMENT

COUNTY OF RIVERSIDE, hereinafter referred to as "COUNTY", and < CNS ENGINEERS, INC.>, hereinafter referred to as "ENGINEER", located at the following addressees:

County of Riverside • Transportation Department	< CNS Engineers, Inc. >
4080 Lemon Street, 8 th Floor	< 10370 Hemet Street, Suite 230 >
Riverside, CA 92502	< Riverside, CA 92503 >

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:

< James J. Lu, PE., S.E. >

The COUNTY PROJECT MANAGER for COUNTY shall be:

< Tayfun Saglam, P.E. >

ARTICLE II • PROJECT DEFINITION

ENGINEER shall furnish all technical and professional services including labor, material, equipment, transportation, supervision, and expertise to fully and adequately perform and complete the covenants set forth in Appendix A, Scope of Services, which is attached hereto and incorporated herein by reference. All services and deliverables associated with the performance and accomplishment of the covenants described in the Scope of Services is hereinafter collectively referred to as the "PROJECT".

ARTICLE III • COOPERATIVE AGENCIES

A. Lead Agency

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

B. Cooperative Agencies

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

< California State Department of Transportation (Caltrans) >

C. COUNTY/AGENCIES Standards

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

ARTICLE IV • CONDITIONS

A. Notifications

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

B. Assignment

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

C. Subcontracts

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

D. Modifications

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

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

E. COUNTY Directives

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

F. Liability

1. ENGINEER has total responsibility for the accuracy and completeness of all data, plans, specifications and estimates prepared for this PROJECT and shall check all such material accordingly. COUNTY will review all work product deliverables. The responsibility for accuracy and completeness of such items remains solely that of ENGINEER. Neither COUNTY'S review or approval shall give rise to any liability or responsibility on the part of COUNTY, or waive any of COUNTY'S rights, or relieve ENGINEER of its professional responsibilities or obligations under this Agreement.
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. If any work product submitted is not complete and ready for use by COUNTY on PROJECT, it shall be marked "Draft" or similar designation to indicate it is not ready for use by COUNTY. COUNTY expects that all work product not so designated is ready for and will be used on PROJECT.

5. 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.
6. 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.
7. ENGINEER acknowledges that the plans, drawings and/or other work products may be used by COUNTY for the PROJECT regardless of any disputes that may develop between ENGINEER and COUNTY. All plans, drawings, or other work product shall be deemed the sole and exclusive property of COUNTY and ownership thereof is irrevocably vested in COUNTY whether the PROJECT is executed or not.
8. 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 and Defense

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 caused by any alleged or actual negligence, recklessness, willful misconduct, errors or omissions 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. To the extent a loss, suit, claim, demand, action, or proceeding is based on actual or alleged acts or omissions of ENGINEER which are not design professional services, ENGINEER shall indemnify Indemnitees whether or not ENGINEER is negligent.
2. The duty to indemnify does not include loss, suits, claims, demands, actions, or proceedings caused by actual negligence of Indemnitees; however, any actual negligence of Indemnitees will only affect the duty to indemnify for the specific act found to be negligence, and will not preclude a duty to indemnify for any act or omission of ENGINEER.
3. 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, in any loss, suits, claims, demands, actions, or proceedings based or alleged to be based on any act or omission of ENGINEER arising out of or from the performance of services under this contract. The duty to defend applies to any alleged or actual negligence, recklessness, willful misconduct, error or omission of ENGINEER. The duty to defend shall apply whether or not ENGINEER is a party to the lawsuit, and shall apply whether or not ENGINEER is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively negligent, unless the act or omission at issue was caused by the sole active negligence of Indemnitees.

4. The specified insurance provisions and limits required in this contract shall in no way limit or circumscribe ENGINEER'S obligations to indemnify and hold harmless Indemnitees from third party claims.
5. In the event there is conflict between the indemnity and defense provisions and California Civil Code Sections 2782 and 2782.8, the indemnity and defense provisions shall be interpreted to comply with Civil Code sections 2782 and 2782.8.

H. Quality Control

ENGINEER shall implement and maintain the following quality control procedures during the preparation of the plans and documents relating to PROJECT. ENGINEER shall have a quality control plan in effect during the entire time services are being performed under 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 files. Where several drawings show different work in the same area, means shall be provided to avoid conflicts and misalignment in both new and existing improvements. Evidence that the quality control plan is functional may be requested by the COUNTY PROJECT MANAGER. All plans, calculations documents and other items submitted to the COUNTY PROJECT MANAGER for review shall be marked clearly as being fully checked and that the preparation of the material followed the quality control plan established for the work.

I. Value Engineering

1. Elements of PROJECT may be considered for Value Engineering Studies. To this end, the COUNTY PROJECT MANAGER may direct the ENGINEER to examine the various elements of the design segment and submit an informal written statement or memorandum addressing those elements where it

appears significant savings and other advantages can be realized. The statement shall be sufficiently informative to enable COUNTY to determine whether to direct a detailed Value Engineering Study or possibly direct immediate design changes where the value of the change is apparent without the need of detailed study and analysis.

2. ENGINEER or its subcontractors shall not incorporate in the design materials or equipment of single or sole source origin without written approval of COUNTY. Proprietary names of material or equipment shall not be used in the plans and specifications.

J. Extra Work

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

K. Disputes

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

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

L. Termination Without Cause

1. COUNTY reserves the right to terminate this contract at COUNTY's discretion and without cause, upon thirty (30) calendar days written notice to ENGINEER.
2. In the event of termination of the Agreement, upon demand, ENGINEER shall deliver to COUNTY all field notes, surveys, studies, reports, plans, drawings, specifications, and all other materials and documents prepared by or provided to ENGINEER in the performance of this 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 performed bear to the services contracted for, less payments made to date; plus any amount for authorized, but unpaid, extra work performed and costs incurred.

M. Termination for Lack of Performance

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

N. Insurance

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

1. Workers' Compensation:

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

2. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, completed operations, personal and advertising injury covering claims which may arise from or out of ENGINEER's actual or alleged acts or omissions during any work under this Agreement.

The policy shall name, by endorsement, the County of Riverside and all Agencies, Special Districts and Departments of the County of Riverside, their respective Directors, Officers, Board of Supervisors, employees, agents, elected and appointed officials ("County insureds") as Additional Insureds. The policy shall provide first party insurance coverage for the County insureds for any loss, suits, claims, demands, actions, or proceedings 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. Indemnity coverage under the policy does not include loss, suits, claims, demands, actions, or proceedings caused by actual active negligence of County insureds; however, any actual active negligence of County insureds will only affect the duty to indemnify for the specific act found to be active negligence, and will not preclude a duty to indemnify for any other act or omission of County insureds.

The policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

The Policy shall provide a defense to the County insureds for any loss, suits, claims, demands, actions, or proceedings caused by an actual or alleged act 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, whether or not ENGINEER is negligent or otherwise at fault. A defense is required if the loss, suits, claims, demands,

actions, or proceedings are based on the active negligence of the County insureds unless the active negligence of the County insureds is the sole cause of the loss, suits, claims, demands, actions, or proceedings.

3. Vehicle Liability:

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

4. Professional Liability:

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

5 General Insurance Provisions - All lines:

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a

1 requirement for a particular insurer such waiver is only valid for that specific insurer and only for one
2 policy term.

3 b. The ENGINEER must declare its self-insured retentions. If such self-insured retentions exceed
4 \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk
5 Manager before the commencement of operations under this Agreement. Upon notification of self
6 insured retentions which are deemed unacceptable to the COUNTY, at the election of the County's
7 Risk Manager, ENGINEER shall either; 1) reduce or eliminate such self-insured retentions as respect
8 to this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and
9 related investigations, claims administration, defense costs and expenses.

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

29 d. It is understood and agreed by the parties hereto and the ENGINEER's insurance company(s), that

the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as excess.

- e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or performance of work the Risk Manager of the County of Riverside reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the ENGINEER has become inadequate.
- f. ENGINEER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

O. Conflict of Interest

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

P. Legal Compliance

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

Q. Nondiscrimination

- 1. During the performance of this agreement, ENGINEER and its Subcontractors shall not unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry,

physical handicap, medical condition, marital status, age or sex. ENGINEER and Subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. ENGINEER and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

2. ENGINEER will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by COUNTY or AGENCIES to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of ENGINEER is in the exclusive possession of another who fails or refuses to furnish this information, ENGINEER shall so certify to COUNTY, or the Federal Highway Administration as appropriate and shall set forth what efforts he has made to obtain the information.
3. In the event of ENGINEER's noncompliance with the nondiscrimination provisions of this contract, COUNTY shall impose such contract sanctions as it determines to be appropriate, including, but not limited to:
 - Withholding of payments to ENGINEER under the contract until ENGINEER complies;
 - Cancellation, termination, or suspension of the contract in whole or in part.
4. ENGINEER shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.
5. ENGINEER shall comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR 21 through Appendix H and 23 CFR 710.405(b) are applicable to this contract by reference.

R. Labor Code and Prevailing Wages

1. Certain Classifications of Labor under this contract may be subject to prevailing wage requirements.
2. Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here set forth in full. The parties recognize that said Chapter 1 deals, among other things with discrimination,

penalties and forfeitures, their disposition and enforcement, wages, working hours, and securing worker's compensation insurance and directly effect the method of prosecution of the work by ENGINEER and subject it under certain conditions to penalties and forfeitures. Execution of the Agreement by the parties constitutes their agreement to abide by said Chapter 1, their stipulation as to all matters which they are required to stipulate as to by the provisions of said Chapter 1, constitutes ENGINEER's certification that he is aware of the provisions of said Chapter 1 and will comply with them and further constitutes ENGINEER's certification as follows: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

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

S. Review and Inspection

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

T. Record Retention / Audits

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

U. Ownership of Data

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

V. Confidentiality of Data

1. All financial, statistical, personal, technical or other data and information which is designated confidential by COUNTY or AGENCIES, and made available to ENGINEER in order to carry out this contract, shall be protected by ENGINEER from unauthorized use and disclosure.
2. Permission to disclose information on one occasion for a public hearing held by COUNTY or AGENCIES relating to the contract shall not authorize ENGINEER to further disclose such information or disseminate the same on any other occasion.
3. ENGINEER shall not comment publicly to the press or any other media regarding the contract, including COUNTY or Agencies actions regarding the contract. Communication shall be limited to COUNTY, Agency or ENGINEER's staff that are involved with the project, unless ENGINEER shall be requested by COUNTY to attend a public hearing or respond to questions from a Legislative committee.
4. Each subcontract shall contain provisions similar to the foregoing related to the confidentiality of data and

nondisclosure of the same.

5. ENGINEER shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this contract without prior review of the contents thereof by COUNTY and receipt of COUNTY's written permission.

W. Funding Requirements

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

ARTICLE V • PERFORMANCE

A. Performance Period

1. This Contract shall begin upon notification to proceed by the COUNTY PROJECT MANAGER.
2. ENGINEER is advised that any recommendation for contract award is not binding on COUNTY until the proposed contract is fully executed and approved by COUNTY.
3. ENGINEER shall perform PROJECT services in accordance with the provisions set forth in Appendix B, Schedule of Services, which is attached hereto and incorporated herein by reference.
4. Where ENGINEER is required to prepare and submit studies, reports, plans, etc., to COUNTY, these shall be submitted in draft as scheduled, and the opportunity provided for COUNTY to offer comments prior to final submission.
5. When COUNTY determines that ENGINEER has satisfactorily completed the PROJECT services, COUNTY may give ENGINEER a written Notice of Final Acceptance. ENGINEER shall not incur any further costs hereunder unless so specified in the Notice of Final Acceptance. ENGINEER may request a Notice of Final Acceptance determination when, in 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.
2. COUNTY's findings of fact shall be final and conclusive to the parties hereto. However, this is not intended to deny ENGINEER its civil legal remedies in the event of a dispute.

C. Reporting Progress

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

D. Evaluation of ENGINEER

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

ARTICLE VI • COMPENSATION

A. Work Authorization

ENGINEER shall not commence performance of any work or project services until so directed by the County Project Manager. No payment will be made prior to approval of this contract.

B. Basis of Compensation

1. PROJECT services as provided under this agreement as described in the Scope of Services, shall be compensated for as defined in Appendix C, Budget, which is attached hereto and incorporated herein by

reference. The total amount of the Contract for the development of the County Bridge Program (as defined in Appendix A, Scope of Services, Immediate Bridge Program Tasks, and as listed in Appendix C, Labor Allocation Worksheet) is not to exceed \$433,557 including \$41,855 in contingencies. The total amount of the On-call Services to be performed under this Contract is not to exceed \$250,000 per fiscal year for a three (3) year term. The County has the option to extend the contract with Board's approval for two (2) additional one (1) year terms following the close of the initial three (3) year term. Reimbursement is to be made at actual cost plus fixed fee for the following contractors:

- CNS Engineers, Inc. for Development of County Bridge Program \$433,557
- CNS Engineers, Inc. for On-call Engineering Services \$250,000 per fiscal year

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

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

2. Prior authorization in writing by the COUNTY PROJECT MANAGER will be required before ENGINEER enters into any non-budgeted purchase order or subcontract exceeding \$500 for supplies, equipment or consultant services. ENGINEER shall provide an evaluation of the necessity or desirability of incurring such costs.
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. CONSULTANT agrees that the Code of Federal Regulations Section 49, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments 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 COUNTY Engineering Services Invoicing Procedures.
2. ENGINEER shall submit an invoice each month for PROJECT services performed during the preceding month. Invoices shall be submitted to the COUNTY PROJECT MANAGER and shall be included with a Progress Report covering the same period as the submitted invoice.
3. Progress payments will be based on PROJECT services provided and actual costs incurred. Payments made prior to the completion of each phase will not exceed the amount allowed in ENGINEER's cost proposal for the completion of that phase and prior phases, unless approved in writing by the COUNTY PROJECT MANAGER..
4. Progress payments will be made as promptly as fiscal procedures will permit upon receipt by the COUNTY PROJECT MANAGER of itemized invoices.

ARTICLE VII • GIS Information

- 1
- 2 A. "GIS Information" shall include GIS digital files (including the information or data contained therein) and any
- 3 other information, data, or documentation from County GIS (regardless of medium or format) that is provided
- 4 pursuant to this agreement.
- 5 B. ENGINEER acknowledges that the unauthorized use, transfer, assignment, sublicensing, or disclosure of the
- 6 GIS information, documentation, or copies thereof will substantially diminish their value to COUNTY.
- 7 ENGINEER acknowledges and agrees that COUNTY GIS information is a valuable proprietary product,
- 8 embodying substantial creative efforts, trade secrets, and confidential information and ideas. COUNTY GIS
- 9 information is and shall remain the sole property of COUNTY; and there is no intention of COUNTY to transfer
- 10 ownership of COUNTY GIS information.
- 11 C. COUNTY GIS information is made available to ENGINEER solely for use in the normal course of
- 12 ENGINEER's business to produce reports, analysis, maps and other deliverables only for this PROJECT and
- 13 as described within the Scope of Services.
- 14 D. ENGINEER agrees to indemnify and hold harmless COUNTY, its officers, employees and agents from any
- 15 and all liabilities, claims, actions, losses or damages relating to or arising from ENGINEER's use of COUNTY
- 16 GIS information.
- 17 E. GIS information cannot be used for all purposes; and GIS information may not be complete for all purposes.
- 18 Additional investigation or research by ENGINEER into other sources will be required. GIS information is
- 19 intended only as an information base and is not intended to replace any legal records. COUNTY has used
- 20 and will continue to use its best efforts to correctly input into COUNTY GIS the information contained in
- 21 various legal and other records; but COUNTY accepts no responsibility for any conflict with actual legal
- 22 records or for information not transferred from legal records to COUNTY GIS. COUNTY has attempted to
- 23 update GIS information as often as is practically feasible. However, ENGINEER should be aware that GIS
- 24 information may not be current and changes or additions to the information contained in COUNTY GIS may
- 25 not yet be reflected in COUNTY GIS.
- 26 F. COUNTY accepts no responsibility for the use of GIS information; and COUNTY provides no warranty for the
- 27 use of COUNTY GIS or COUNTY GIS information by ENGINEER. THE WARRANTIES SPECIFICALLY SET
- 28 FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED,
- 29 INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE;


1 AND SUCH OTHER WARRANTIES ARE HEREBY EXCLUDED.

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

ARTICLE VIII • APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

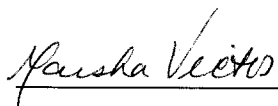

Dated: 3/11/11

JUAN C. PEREZ

Director of Transportation

APPROVED AS TO FORM:

PAMELA J. WALLS, COUNTY COUNSEL


Dated: 3/30/11
By Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

Dated: _____

PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

Dated: _____

KECIA HARPER-IHEM

Clerk of the Board (SEAL)

ENGINEER Approvals

ENGINEER:


Dated: 2-9-2011

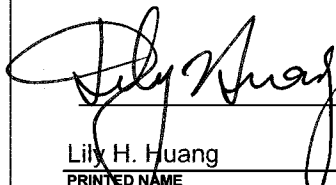
JAMES J. LU

PRINTED NAME

President

TITLE

ENGINEER:


Dated: 2-9-11

Lily H. Huang

PRINTED NAME

Secretary

TITLE

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ARTICLE AI • GENERAL INFORMATION/REQUIREMENTS

A. PROJECT DESCRIPTION

Riverside County Bridge Program provides for a systematic and uniform approach of developing bridge projects and sustaining the existing bridge inventory by:

- Implementing a Bridge/Asset Management Program for maintaining and sustaining existing bridges on County maintained roads.
- Updating, maintaining, and enforcing the County Bridge Design Criteria, Electronic Procedures, and Structural Detailing Standards as it supplements the guidelines and procedures put in place by the State Department of Transportation (CALTRANS) for bridge design, inspection, and maintenance in the State of California.
- Conducting a Type Selection Process for every bridge proposed on County maintained roadway system.
- Reviewing bridge planning studies as well as all progress submittals for bridge Plans, Specifications, and Estimates (PS&E) prepared as part of various Development and Capital Improvement projects for compliance with guidelines, constructability, and Quality Assurance.
- Developing and implementing the guidelines, office and field procedures for earthquake preparedness to maintain, and when necessary, to restore the transportation network within the County jurisdiction back to operation following significant seismic events.
- Developing a GIS based mapping of County bridges providing permit load restrictions, pending bridge maintenance recommendations, and storing other pertinent bridge records (as-built plans, inspection reports, etc.) for quick and easy access.

This agreement provides the terms, conditions, and the scope of the engineering services to be provided in assisting the County Bridge Engineer (COUNTY PROJECT MANAGER) to implement the County Wide Bridge Program as outlined above.

The core of the County Wide Bridge Program is the Bridge/Asset Management Program to maintain and prolong the service life of the existing bridges in order to achieve a sustainable bridge inventory with the optimum use of available funds. Two major components of the Bridge/Asset Management Program are:

The County Wide Bridge Program

- Rehabilitation and Replacement Program (RRP), which targets the Structurally Deficient (SD), Functionally Obsolete (FO), and scour critical bridges, for planning, funding, and development of the projects to rehabilitate, replace, and/or implement scour countermeasures as applicable.
- Bridge Preventive Maintenance Program (BPMP), which evaluates and addresses work recommendations for maintaining existing bridges in sound and serviceable condition before the structure components deteriorate and break down.

The Bridge/Asset Management component of the County Wide Bridge program begins with the review and assessment of the Bridge Inspection Reports provided by CALTRANS to sort and update work recommendations. Riverside County owns and operates 148 bridges on the 2503 miles of County Maintained Road System. These local bridges are biennially inspected by Caltrans Structure Maintenance and Investigations in accordance with Title 23 of the Code of Federal Regulations (CFR) and the National Bridge Inspection Standards (NBIS). Results of the field inspections and work recommendations are compiled in the Caltrans' comprehensive Bridge Inspection Records Information System (BIRIS), which stores and manages Bridge Inspection Reports, Structure Inventory and Appraisal (SI&A) sheets, as-built plans, scour evaluations, fracture critical inspection results, etc. Bridge Inspection Reports list load ratings, bridge conditions (i.e. systemized field inspection notes), and work recommendations. Most importantly, it numerically lists detailed condition assessments of all bridge elements per Caltrans Element Level Inspection Manual. Caltrans Local Assistance and its Office of Bridge and Safety Programs (OBSP) heavily rely upon the Bridge Inspection Reports and Structure Inventory and Appraisal sheets to select and program the bridge rehabilitation and replacement candidates. The Bridge Inspection Reports for the bridges owned by Riverside County are transmitted to the County Transportation Department that is responsible for sustaining and maintaining the bridges in County jurisdiction by seeking and securing Federal, State and Local Funds to correct the bridge deficiencies and implement outstanding work recommendations.

The primary funding source to replace and to rehabilitate deficient bridges is the Federal Highway Bridge Program (HBP), formerly Highway Bridge Rehabilitation and Replacement (HBRR) Program.

The HBP provides federal-aid to local agencies to replace and rehabilitate deficient locally owned

The County Wide Bridge Program

public highway bridges. Chapter 6, "Highway Bridge Rehabilitation and Replacement Program", of the Caltrans Local Assistance Program Guidelines (LAPG) outlines the reimbursable scopes of work, eligibility requirements, application process for funding and programming bridge projects.

The HBP did not fund bridge preventative maintenance activities such as sealing the bridge deck to mitigate deck cracking, minor spot painting of structural steel elements, and repairing damaged bridge barrier systems in the past. This is no longer the case. Today, HBP funds may be obligated for bridge preventive maintenance on Federal-aid highways as well as off the system roads (urban and rural local streets and roads and rural minor collectors).

Data from Bridge Inspection Reports along with other pertinent data such as roadway geometrics, Average Daily Traffic (ADT) volumes, striped travelled lanes, detour length, horizontal and vertical clearances, structural load-carrying capacities etc. are eventually combined through a complex formula yielding a single Sufficiency Rating (SR) value for each bridge based on FHWA's National Bridge Inventory (NBI) Coding Guide. This information is provided in the SI&A sheet in bridge maintenance records of each structure. To qualify for HBP funds for major rehabilitation or replacement work, the candidate structures must be listed on the federal Eligible Bridge List (EBL) with a SR equal to or less than 80 and be designated as Structurally Deficient (SD) or Functionally Obsolete (FO). Candidates for BPMP funding do not need to be on the EBL.

The engineering services under this agreement will be provided in two categories:

1. **Immediate Bridge Program Tasks** which include the services connected with the Bridge/Asset Management and GIS based mapping of the County bridges. The ENGINEER shall assist the COUNTY PROJECT MANAGER in reconciling work recommendations with the County Road Maintenance Division; identifying the eligible work under the HBP and BPMP; and preparing HBP and BPMP funding applications and securing the funds. The ENGINEER will assist in development of GIS based mapping of County bridges holding electronic copies of bridge records including maintenance status, outstanding work recommendations, and routes with Permit Load restrictions. The fee proposal for the immediate tasks is provided in Appendix C of this agreement.

The County Wide Bridge Program

2. **On-Call Engineering Services.** ENGINEER will act as an extension of the County Transportation Department staff, assisting the COUNTY PROJECT MANAGER in reviewing Type Selection documents, conducting Type Selection meetings, reviewing and providing comments on PS&E submittals by consultants on various County projects, and subsequently reconciling the comments. In addition when the funds become available, ENGINEER might be asked to assist the COUNTY PROJECT MANAGER in performing engineering and environmental services to implement the work recommendations, or in reviewing proposals and PS&E prepared by consultants. ENGINEER shall prepare a scope and a fee proposal for each task as directed by the COUNTY PROJECT MANAGER using the salary rates provided in Appendix C of this agreement and shall proceed with the task following the County approval and a Notice –to-Proceed (NTP) by the COUNTY PROJECT MANAGER. ENGINEER will also assist the County in emergency response following a major seismic event. This task will be conducted in accordance with the Guidelines in County Earthquake Preparedness Manual and as directed by the COUNTY PROJECT MANAGER. The task will mainly involve bridge inspections within a certain distance of the epicenter for damage assessment and providing recommendations for road closures when needed. ENGINEER's services may include developing temporary support and bracing design to prevent imminent collapse due to aftershocks or to keep the bridges with minor damages in operation until repair plans are developed.

B. LOCATION

All bridges which are located on Riverside County Maintained Road System.

C. COORDINATION

ENGINEER shall coordinate with Riverside County Transportation Department (RCTD) and CALTRANS to identify the work recommendations. All contacts with CALTRANS will be directed through COUNTY. Milestone PROJECT reviews will be performed for the specific products and deliverables listed herein. The COUNTY PROJECT MANAGER will conduct these reviews, in addition to the monthly project status reports and meetings. All meetings with other outside agencies will be scheduled by ENGINEER with approval of COUNTY.

The County Wide Bridge Program

D. STANDARDS

Funding applications and evaluation of bridges shall be prepared in accordance with the current CALTRANS, FHWA, and AASHTO guidelines and manuals as appropriate. Primary manuals are listed below:

- Caltrans Local Assistance Procedures Manual (LAPM)
- Caltrans Local Assistance Program Guidelines (LAPG)
- Caltrans Element Level Inspection Manual
- FHWA Recording and Coding Guide for the Structure Inventory and Appraisal of the Nation's Bridges
- AASHTO Manual for Bridge Evaluation

E. KEY PERSONNEL

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

Project Manager	James J. Lu, P.E., S.E.
Senior Bridge Engineer	Quyet Nguyen, P.E.
Bridge Project Engineer	Lalit Maharjan, P.E.
Roadway Design	Madlen Benjamin, P.E. (when roadway and hydraulic tasks are required)
Geotechnical Investigations	Kul Bhushan, G.E. (when geotechnical tasks are required)
Environmental Documentation	Brian Calvert (when environmental tasks are required)
Channel Hydraulics	Ceazar Aguilar, P.E. (when hydraulic tasks are required)

ARTICLE AII • PROJECT ADMINISTRATION

A. PROJECT DEVELOPMENT TEAM

A Project Development Team (PDT) including representatives from the COUNTY, and other relevant agencies shall be established within fifteen days after NTP.

Monthly PDT meetings shall be held with the COUNTY PROJECT MANAGER, the County staff, and

The County Wide Bridge Program

other PDT members to resolve issues and to apprise the affected agencies on the progress of the PROJECT. A kick off meeting with the PDT (PDT Meeting No. 1) shall be held as soon as possible after NTP. The ENGINEER shall prepare meeting notes for each meeting and have these available for review at least two weeks prior to each succeeding meeting. In addition to PDT meetings, progress/working meetings will be held when determined necessary by the COUNTY PROJECT MANAGER.

B. PROJECT MANAGEMENT

This task includes the day-to-day management of the PROJECT. The ENGINEER's Project Management Plan will include a communication plan. The communication plan will consist of a roster of staff involved in the PROJECT and multiple forms of contact for each team member (address, telephone number, e-mail, etc.). The communication plan will also identify lines of communication with levels of responsibility/authority for development of the PROJECT.

C. BUDGETING

The ENGINEER will prepare budgets for Immediate Bridge Program tasks and milestones. These budgets will be entered into the ENGINEER's Management Information System along with actual costs incurred to be used as the basis for cost monitoring and control. ENGINEER will prepare a scope and a fee for each on-call task assigned by the COUNTY PROJECT MANAGER identifying deliverables in detail. On-call tasks will not be performed prior to a written approval and a notice-to-proceed from the COUNTY PROJECT MANAGER. The cost proposal submitted with this scope of services is estimated based on available information with reasonable assumptions at the time of preparation. Considering the rather broad scope of services for the immediate tasks, it might become necessary to adjust the scope of immediate tasks and the pertinent fee. ENGINEER shall notify the COUNTY PROJECT MANAGER immediately upon identifying the need for a scope and fee change. Additional work on immediate tasks shall be performed only after the scope and fee of this agreement is amended in writing.

D. COST ACCOUNTING

The ENGINEER will prepare monthly reports of progress and expenditures for the PROJECT by task and milestone. Expenditures will include direct labor costs, other direct costs and sub-consultant costs.

The County Wide Bridge Program

These reports will be included as supporting data for invoices presented to the COUNTY every month.

E. PROGRESS REPORTING

Progress reports and invoices shall be prepared in accordance with COUNTY guidelines and as directed by the COUNTY PROJECT MANAGER. Reports providing actual physical progress will be required monthly and shall be accompanied by an invoice.

F. SCHEDULING

Within one month from the Notice to Proceed (NTP), the ENGINEER will provide a detailed project schedule, which indicates milestones, major activities and deliverables, to the COUNTY for review and comments. This schedule will reflect assumed review times necessary by all of the agencies involved. Review of the schedule will occur at subsequent trend meetings. Adjustments will be made, if necessary, due to changing circumstances.

G. CONTRACT DELIVERABLES

ENGINEER shall develop and deliver the following documents in accordance with the schedule provided in Appendix B:

- A report identifying the bridges eligible for Rehabilitation, Replacement, and/or Scour Counter Measures funding together with the preliminary cost estimates. This will form the basis for the County Bridge Rehabilitation and Replacement Program. The report will not only cover the bridges identified by the State as Scour Critical, Structurally Deficient (SD) and Functionally Obsolete (FO). The bridges which are showing questionable Inventory, Operating, or Permit load rating values but are not classified as SD in the State database will be reconciled with the Caltrans Area Bridge Maintenance Engineer (ABME) and added to the eligible bridge list for funding if concurred by the Caltrans Structure Maintenance and Investigations.
- A report identifying the bridges with work recommendations eligible for PBMP funding. The report will provide a preliminary estimate for the required work and a plan of action for programming and implementing.
- Funding applications for the bridges identified in the two reports listed above.

H. CONTRACT ADMINISTRATION

The ENGINEER's PROJECT MANAGER shall maintain ongoing liaison with the COUNTY PROJECT

The County Wide Bridge Program

MANAGER to promote effective coordination during the course of project development.

Progress meetings with ENGINEER's staff, sub-consultants and the COUNTY PROJECT MANAGER shall be held regularly.

ARTICLE AIII • PLANNING AND PROJECT DEVELOPMENT

A. BRIDGE/ASSET MANAGEMENT PROGRAM

A1. RESEARCH AND DATA GATHERING

Existing bridge inspection reports, "as-built" bridge plans, bridge maintenance records, and other pertinent data will be obtained and reviewed.

A2. IDENTIFY AND RECONCILE WORK RECOMMENDATIONS

The COUNTY has identified 42 bridges that were rated with a low Sufficiency Rating (SR) less than or equal to 80. Work recommendations for these 42 bridges may qualify for HBP or BPMP Funds. The ENGINEER shall review Bridge Inspection Reports and as-built plans to confirm the identified deficient bridges, assess and compile work recommendations in detail; reconcile the compiled work recommendations with the County Maintenance for the work that has been completed as well as the work that needs to be scheduled; report the work that has been completed to Caltrans Structure Maintenance and Investigations. The bridges with questionable Inventory, Operating, or Permit load rating values but not classified as Structurally Deficient in the State database will be brought to the attention of the Caltrans Area Bridge Maintenance Engineer (ABME) and added to the eligible bridge list for funding if the bridge Sufficiency Rating (SR) values are revised and concurred by the Caltrans Structure Maintenance and Investigations.

A3. PREPARE HBP AND BPMP FUNDING APPLICATIONS

The ENGINEER shall prepare HBP or BPMP funding applications in accordance with Caltrans Local Assistance Program Guidelines for the qualified work recommendations. One HBP funding application for each identified bridge shall be prepared. The HBP funding application shall include a cover letter, brief discussion of the project need, bridge deficiencies, relevant bridge technical data, recommended scope of work, and schedule; all applicable local assistance forms and checklists; a bridge general plan and planning-type cost estimates; SR rating calculations, if required; site photos; and justifications for betterments. One BPMP funding application shall be prepared for deficient bridges that are not on the

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EBL. The BPMP funding application shall include a cover letter, a project prioritization and implementation spreadsheet, and a computer diskette containing the spreadsheet file. Up to 22 HBP funding applications and up to two "grouped" BPMP funding applications are budgeted.

A4. FIELD REVIEWS

The ENGINEER shall conduct field review to verify the work recommendations and document site photos that will be included in the funding applications. The digital photo files shall be provided to County Road Maintenance and Geographic Information Services (GIS). 12 days of field review for 25 bridges are budgeted.

A5. PREPARE REQUESTS FOR AUTHORIZATION FOR PE

Once the HBP and BPMP funding applications are approved and the funds are obligated by Caltrans, the ENGINEER shall prepare request for authorization for PE. The request for authorization for PE shall be prepared in accordance with Caltrans Local Assistance Procedures Manual. With approval of the COUNTY PROJECT MANAGER, the ENGINEER shall coordinate with Caltrans District 8 Local Assistance to obtain E76 authorization for PE. The ENGINEER will not be restricted from pursuing the funded projects for the preparation of environmental documentation and final design.

B. ON-CALL SERVICES

B1. BRIDGE TYPE SELECTION SERVICES

ENGINEER shall review bridge type selection documents and conduct type selection meetings in accordance with CALTRANS OSFP Information and Procedures Guide, Section 4-2 Structure Type Selection. A type selection review committee consisting of County and ENGINEER's staff in various disciplines and key stakeholders relevant to the bridge project shall be established at least 3 weeks before the type selection meeting. ENGINEER shall coordinate with the consultants to collect and distribute the type selection documents and schedule meetings. After the type selection meetings, ENGINEER shall follow up with the consultants to ensure that the comments raised at the meetings are addressed. ENGINEER shall prepare written approval letters with concurrence of the COUNTY PROJECT MANAGER for the consultants to proceed with the final bridge design.

B2. PLANNING STUDIES AND PS&EREVIEW SERVICES

ENGINEER shall review bridge advance planning studies and final bridge design plans, specifications and estimates (PS&E) submitted by consultants in accordance with CALTRANS OSFP Information and Procedures Guide, Section 3-2 Advance Planning Studies, and Chapter 4 Design and Award. Review of PS&E progress submittals shall be conducted at the 65%, 95% and 100% stages. ENGINEER shall summarize review comments in a comment review and response matrix form approved by COUNTY PROJECT MANAGER. Comment review meetings or workshops shall be scheduled, if it is deemed necessary, to reconcile comments and reduce the review cycles. Depending on complexity of the projects, ENGINEER shall prepare a review schedule for COUNTY's approval for each assigned task prior to conducting the review services.

B3. EARTHQUAKE PREPARADNESS AND EMERGENCY RESPONSE SERVICES

Based on the guidelines in County Earthquake Preparedness Manual, ENGINEER shall work with COUNTY ROAD MAINTENANCE DIVISION to assess bridges depicting visible or susceptible damages that require field inspection or structural evaluation to promptly evaluate the need of bridge closure. For bridges with minor to moderate repairable damages that could potentially cause collapse or safety concern due to aftershocks, ENGINEER shall develop design of temporary supports and bracings, and work closely with emergency repair contractors or COUNTY maintenance crews to quickly restore operation of the bridges before permanent repair options are determined and implemented. For bridges with severe un-repairable damages, ENGINEER shall assist COUNTY in selecting a detour route and determine permanent alternatives to replace the bridges.

B4. ENGINEERING AND ENVIRONMENTAL SERVICES

When HBP or BPMP funds become available, at COUNTY's sole discretion, ENGINEER may have the option of preparing engineering and environmental services for bridge tasks that can be assigned under this contract. ENGINEER shall work with COUNTY PROJECT MANAGER

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1 to develop scope and fee proposals and obtain NTP prior to proceeding with the assigned
2 tasks.

3 **C. GIS DATABASE DEVELOPMENT - SUPPORT SERVICES**

4 **C1. REVIEW OF INVENTORY AND PERMIT LOADS AND CLEARANCE RESTRICTIONS**

5 11 bridges were rated low in load carrying capacity for inventory and permit loads. ENGINEER shall
6 assess and confirm the Inventory, Operating, and Permits loads, and assist County Permits to prepare
7 a Permit Load Map identifying routes with load restrictions. In addition, ENGINEER shall screen the
8 Bridge Inspection Reports to identify vertical clearance restrictions for railroad overheads and vehicular
9 bridges that grade separate two local roads. For those bridges without clearance envelopes,
10 ENGINEER shall coordinate with County Survey, with approval of COUNTY PROJECT MANAGER, to
11 conduct field measurements to establish the clearance envelopes. The vertical clearance restrictions
12 shall be provided to County Permits.

Satisfactory performance and completion of the Services under this Agreement shall be compensated based upon actual costs plus a fixed fee. COUNTY will reimburse ENGINEER for actual costs (including labor costs, overhead, and other direct costs) incurred by ENGINEER in performance of the work, exclusive of any fixed fee. A prorata portion of ENGINEER's fixed fee shall be included in the progress payments. Actual costs shall not exceed the estimated costs without prior written agreement between COUNTY and ENGINEER.

APPENDIX C • ARTICLE CI • ELEMENTS OF COMPENSATION

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

A. DIRECT LABOR COSTS

Direct Labor costs shall be paid in an amount equal to the Direct Salary Costs plus the product of the Direct Salary Costs and the Multiplier which are defined as follows:

1. Direct Salary Costs

Direct Salary Costs are the base salaries and wages actually paid to the ENGINEER's personnel directly engaged in performance of the Services under the Agreement. Salary rates for specific employees shall be provided on the Fee Proposal Worksheets included in ARTICLE CV • COST PROPOSAL. All Salary rates shall be in effect for three years following the effective date of the Agreement. Thereafter, ENGINEER may request adjustments to individual rates on an annual basis. ENGINEER shall notify COUNTY in writing requesting a change in the rates included herein. All adjustments to rates shall be subject to approval by the County Director of Transportation, or his designee.

2. Multiplier

The Multiplier to be applied to the Direct Salary Costs to determine the Direct Labor Costs is the sum of the following components:

PAYROLL ADDITIVES..... 110 %

The decimal ratio of Payroll Additives to Direct Salary Costs. Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

OVERHEAD COSTS..... 40 %

The decimal ratio of allowable Overhead Costs to ENGINEER firm's total direct salary costs. Allowable Overhead Costs include general, administrative and overhead costs of maintaining and operating established offices, and consistent with established firm policies, and as defined in the Federal Acquisitions Regulations, Part 31.2.

TOTAL MULTIPLIER 150 %
(sum of Payroll Additives and Overhead Costs)

B. FIXED FEE

1. The Total Fixed Fee payable to the ENGINEER for the immediate Bridge Program Tasks is \$38,686.99 (PRIME CONSULTANT Profit)
2. A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each month, and shall be included on each monthly invoice.

C. 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:

Item	Rate	Unit
Reproduction (outside vendor)	actual cost	each
Transportation (mileage)	\$0.50/mile	mile (Std. IRS rate to be used if different)
Overnight deliveries	actual cost	each

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.

D. OUTSIDE SERVICES

Outside services shall be paid in accordance with the cost proposals submitted by each Subconsultant. 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 • DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs, are given below and are subject to the following:

A. PREMIUM OVERTIME

Direct Salary 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. SALARY RATES

Direct Salary Rates shown herein are in effect for the duration of the Agreement. In the event ENGINEER desires to adjust the rates as shown; ENGINEER shall notify COUNTY in writing requesting a change. All adjustments to the rates shall be subject to approval by the County Director of Transportation, or his designee.

POSITION OR CLASSIFICATION MAXIMUM HOURLY RATES

Project Manager/Lead Bridge Engineer	\$66.5/hour
Senior Bridge Engineer II	\$55.00/hour
Senior Bridge Engineer I	\$45.00/hour
Bridge Project Engineer	\$39.00/hour
Bridge Design Engineer	\$35.00/hour
Senior CADD Designer	\$42.00/hour
Project Controls	\$46.00/hour

The above rates are for ENGINEER only. All rates for subconsultants to ENGINEER will be in accordance with the subconsultants cost proposal.

ARTICLE CIII • 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 parent task listed in Appendix C, Labor Allocation Worksheet, shall be listed separately while the progress will be reported for each task. 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 indicate payments to DBE subconsultants or supplies by dollar amount and as a percentage of the total invoice and shall state the DBE goals as a percentage of Total Agreement Value.

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

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

ARTICLE CIV • PAYMENT

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

ARTICLE CV • COST PROPOSAL

The following cost proposal reflects the negotiated targeted contract amount for the Immediate Bridge Program Tasks. The cost proposal will serve as a guideline and reference document during the execution of this contract. ENGINEER shall be compensated in accordance with the rates provided. The total amount of the Contract for the development of the County Bridge Program (as defined in Appendix A, Scope of Services, Immediate Bridge Program Tasks, and as listed in Appendix C, Labor Allocation Worksheet) is not to exceed \$433,557 including \$41,855 in contingencies. The total amount of the On-call Services to be performed under this Contract is not to exceed \$250,000 per fiscal year for a three (3) year term. The County has the option to extend the contract with Board's approval for two (2) additional one (1) year terms following the close of the initial three (3) year term. COUNTY fiscal year starts on July 1st and ends on June 30th the following year. Reimbursement is to be made at actual cost plus fixed fee, however, billing shall not exceed the rates provided in Section B above or the rates provided in the attached Fee Proposal Worksheets below. Written approval from the COUNTY PROJECT MANAGER is required to expend any contingency funds.

FEE PROPOSAL

COMPANY: CNS Engineers, Inc.	SCOPE OF WORK Per Tasks in Labor Allocation Worksheet	DATE: 2/8/2011	REV: 1
PROJECT: The County Wide Bridge Program		MILESTONE/PHASE/PROJ SUMMARY:	

DIRECT LABOR

PERSONNEL	FUNCTION	HOURS		RATE	AMOUNT
James Lu	Project Manager / Lead Br	530	@	\$66.50	\$35,245.00
Quyet Nguyen	Sr Br Engr I	668	@	\$45.00	\$30,060.00
Lalit Maharjan	Br Project Engr	1690	@	\$39.00	\$65,910.00
Eva Janis	Sr CADD Designer	352	@	\$42.00	\$14,784.00
Lily Huang	Project Controls	30	@	\$46.00	\$1,380.00

TOTAL HOURS	3270	TOTAL DIRECT LABOR	\$147,379.00
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MULTIPLIERS

ESCALATION @	5.00% (Rate)	\$7,368.95
OVERHEAD @	150.00% (of Total Direct Labor + Escalation)	\$232,121.93
PAYROLL ADDITIVES @	(of Total Direct Labor + Escalation)	
TOTAL MULTIPLIERS		\$239,490.88

OTHER DIRECT EXPENSES

... Billed at Actual Cost ...

ITEM	QUANTITY	UNIT		UNIT COST	AMOUNT
Reproduction	1	LS	@	\$4,000.00	\$4,000.00
Transportation / Travel	5000	Miles	@	\$0.50	\$2,500.00
Overnight Deliveries	1	LS	@	\$1,500.00	\$1,500.00

TOTAL OTHER DIRECT EXPENSES	\$8,000.00
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OUTSIDE SERVICES (w/o fee)

COMPANY	LABOR	MULTIPLIER	EXPENSES	TOTAL
ICF Jones & Stokes				
URS Corporation				
Group Delta Consultants				
AEI-CASC Consulting				
STB Landscape Architect				

TOTAL OUTSIDE SERVICES	
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FEES

OUTSIDE SERVICES ADMIN FEE @	(of Total Outside Services & Outside Services Fees)	
CNS ENGINEERS, INC. @	10.00% (of Total Direct Labor + Total Multipliers)	\$38,686.99
OUTSIDE SERVICES @	(of Total Labor + Total Multiplier for Outside Services)	
TOTAL FEES		\$38,686.99
TOTAL COST		\$433,556.86

LABOR ALLOCATION WORKSHEET

COMPANY: CNS Engineers, Inc.	SCOPE OF WORK County Wide Bridge Program Implementation	DATE: 2/8/2011	REVISION: 1
PROJECT: The County Wide Bridge Program	MILESTONE/PHASE/PROJECT SUMMARY:		

[illegible]

Total Manhours	530	668	1,690	352	30	3,270
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