

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



449 A

FROM: TLMA - Transportation Department

SUBMITTAL DATE:
June 20, 2013

SUBJECT: Engineering Services Agreement with Falcon Engineering Services for On-Call Construction Engineering Services

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and execute an Engineering Services Agreement between Falcon Engineering Services and the County of Riverside (County); and
2. Authorize the Director of Transportation to approve time extensions, as provided for in the agreement.

Patricia Romo
Assistant Director of Transportation

Juan C. Perez
Director of Transportation and Land Management

Departmental Concurrence

hs
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$750,000/year	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2013/14, 14/15, 15/16

SOURCE OF FUNDS: Gas Tax, Measure A, TUMF, TCIF and other Transportation Funding Sources	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

There are no General Funds used in this project.

C.E.O. RECOMMENDATION:

APPROVE
BY
Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY:
MARSHAL VICTOR
DATE: 8/5/13

Dept Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.

District: All

Agenda Number:

3-101

BACKGROUND: Engineering services are needed to provide additional construction engineering and inspection personnel, enabling the Transportation Department to meet the demands of the development community and the Department's Capital Project construction program during peaks in construction activity.

A Request for Proposals was advertised. Seventeen firms submitted qualifications and the top eight ranked firms (based upon an evaluation of the proposals) were invited to interviews. The written proposals were evaluated by representatives of Caltrans and the Riverside County Transportation Department. Representatives from Caltrans participated in the selection process for review of the written proposals and selection for the shortlist, but were unable to participate in the presentation evaluation and final selection.

Falcon Engineering Services, in Riverside County, was selected as one of the top ranked firms to provide services on an "as needed" basis, estimated at a not-to-exceed amount of \$750,000 annually for a period of three years with no minimum amount set, and invoiced only for services actually performed. The total amount of the contract is not to exceed \$2,250,000 for the three-year term. These contracts provide that they may be canceled by the County without cause with 30 days written notice and that they may be extended by no more than two one-year extensions. The contract and rates for services were developed by negotiations between Falcon Engineering Services and the Riverside County Transportation Department. Additional contracts with three other engineering firms for on-call services are currently being negotiated.

The Transportation Department is expecting a higher than usual need for engineering services over the next two to three years due to the availability of one-time funding from Proposition 1B state bonds and Transportation Improvement Corridor Funds (TCIF). At the end of this period, our construction workload will be significantly decreased as we spend down TCIF one-time dollars. These projects will require Source Inspections, including Source Inspection Management Plans, independent quantity takeoffs, constructability reviews, and inspectors, including structures inspectors to Public works road projects. These inspectors will also be used for building inspection as needed. Entering into contracts with four different firms allows for the greatest flexibility in managing workload and having the ability to complete a larger complex task by one firm.

Contract No. 13-06-005
Riverside Co. Transportation

ENGINEERING SERVICES AGREEMENT



for

On-Call Engineering Services

between

COUNTY OF RIVERSIDE • TRANSPORTATION DEPARTMENT

and

FALCON ENGINEERING SERVICES

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ENGINEERING SERVICES AGREEMENT

COUNTY OF RIVERSIDE, hereinafter referred to as "COUNTY", and FALCON ENGINEERING SERVICES, hereinafter referred to as "ENGINEER", located at the following addresses:

County of Riverside • Transportation Department	FALCON ENGINEERING SERVICES
4080 Lemon Street, 8 th Floor	1020 Aquino Circle
Riverside, CA 92502	Corona, Ca. 92879

do hereby agree as follows:

ARTICLE I • DESIGNATED CONTACTS

Coordination of ENGINEER, and COUNTY activities will be accomplished through an ENGINEERING PROJECT MANAGER, and a COUNTY PROJECT MANAGER.

The ENGINEERING PROJECT MANAGER for ENGINEER will be:

Wael Faqih, PE

The COUNTY PROJECT MANAGER for COUNTY will be:

Ward Maxwell, PE

COR Field Engineering Services

2950 Washington St.

Riverside, Ca. 92504

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, and Appendix C, Exhibits Required For Federal Funding, 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 and Exhibits Required for Federal Funding is hereinafter collectively referred to as the "PROJECT".

ARTICLE III • COOPERATIVE AGENCIES

A. Lead Agency

COUNTY is the lead agency for PROJECT and is working independently and/or cooperatively with other

1 agencies in the performance of the PROJECT.

2 **B. Cooperative Agencies**

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

4 Caltrans

5 Various Cities throughout Riverside County

6 Various Utility Companies throughout Riverside County

7 **C. COUNTY/AGENCIES Standards**

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

11 **ARTICLE IV • CONDITIONS**

12 **A. Notifications**

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

17 **B. Assignment**

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

19 **C. Subcontracts**

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

1 to name COUNTY as Additional Insured.
2

3 **D. Modifications**

- 4 1. This contract may be amended or modified only by mutual written agreement of the parties. No alteration
5 or variation of the terms of this contract will be valid unless made in writing and signed by the parties
6 hereto and no oral understanding or agreement not incorporated herein, will be binding on any of the
7 parties hereto.
- 8 2. Minor modifications are changes that do not substantially affect the Scope of Service. Minor
9 modifications may be: a shift of funds between tasks within a budget category; the shifting of work and/or
10 funding from one phase to another; the substitution of County forces for any line item of work that was
11 included in the original Scope of Service. All requests for minor modifications must be approved in writing
12 by the Director prior to implementing the change.
- 13 3. There shall be no change in the ENGINEERING PROJECT MANAGER, or key members of the
14 PROJECT team without prior written approval by the COUNTY PROJECT MANAGER.
- 15 4. All modifications that do not fit within the definition of a minor modification to the contract shall be
16 considered a major change and must be approved in writing by the ENGINEER and COUNTY Board of
17 Supervisors prior to implementing the major change.

18 **E. COUNTY Directives**

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

21 **F. Liability**

- 22 1. ENGINEER has total responsibility for the accuracy and completeness of all documentation, reports,
23 plans, calculations and estimates prepared by or on behalf of ENGINEER for this PROJECT and shall
24 check all such material accordingly. The data and plans will be reviewed by COUNTY. The responsibility
25 for accuracy and completeness of such items remains solely that of ENGINEER. Neither COUNTY'S
26 review nor approval shall give rise to any liability or responsibility on the part of COUNTY, or waive any of
27 COUNTY'S rights, or relieve ENGINEER of its professional responsibilities or obligations under this
28 contract.

- 1 2. The plans, estimates, calculations, reports and other documents furnished in accordance with the Scope
2 of Services shall meet the criteria for acceptance and be a product of neat appearance, well organized,
3 technically and grammatically correct, checked and having the preparer and checker identified. The
4 minimum standard of appearance, organization and contents shall be of similar types produced by
5 COUNTY and AGENCIES. If any work product submitted is not complete and ready for use by COUNTY
6 on PROJECT, it shall be marked "Draft" or similar designation to indicate it is not ready for use by
7 COUNTY. COUNTY expects that all work product not so designated is ready for and will be used on
8 PROJECT.
- 9 3. The page identifying preparers of engineering reports, the title sheet for calculations and/or each sheet of
10 plans prepared in the performance of this PROJECT, shall bear the professional seal, certificate number,
11 registration classification, expiration date of the certificate, and signature of the professional(s)
12 responsible for their preparation.
- 13 4. COUNTY and ENGINEER agree that reports, plans, drawings or other work products are for the exclusive
14 use of COUNTY and may be used by COUNTY for the PROJECT described on the face hereof. Such
15 plans, drawings or PROJECT work products may not be changed or used on a different project without
16 the written authorization or approval by ENGINEER.
- 17 5. ENGINEER acknowledges that the plans, drawings and/or other work products may be used by COUNTY
18 for the PROJECT regardless of any disputes that may develop between ENGINEER and COUNTY. All
19 plans, drawings, or other work product shall be deemed the sole and exclusive property of COUNTY and
20 ownership thereof is irrevocably vested in COUNTY whether the PROJECT is executed or not.
- 21 6. ENGINEER, and the agents and employees of ENGINEER, in the performance of this contract, shall act
22 in an independent capacity and not as officers, employees or agents of COUNTY.

23 **G. Indemnification and Defense**

- 24 1. The ENGINEER agrees to and shall indemnify and hold harmless the County of Riverside, its Agencies,
25 Districts, Departments and Special Districts, their respective directors, officers, Board of Supervisors,
26 elected and appointed officials, employees, agents and representatives (hereinafter individually and
27 collectively referred to as "Indemnitees") from all liability, including, but not limited to loss, suits, claims,
28 demands, actions, or proceedings caused by any alleged or actual negligence, recklessness, willful

1 misconduct, errors or omissions of ENGINEER, its directors, officers, partners, employees, agents or
2 representatives or any person or organization for whom ENGINEER is responsible, arising out of or from
3 the performance of services under this contract. To the extent a loss, suit, claim, demand, action, or
4 proceeding is based on actual or alleged acts or omissions of ENGINEER which are not design
5 professional services, ENGINEER shall indemnify Indemnitees whether or not ENGINEER is negligent.

6 2. The duty to indemnify does not include loss, suits, claims, demands, actions, or proceedings caused by
7 actual negligence of Indemnitees; however, any actual negligence of Indemnitees will only affect the duty
8 to indemnify for the specific act found to be negligence, and will not preclude a duty to indemnify for any
9 act or omission of ENGINEER.

10 3. ENGINEER shall defend and pay, at its sole expense, all costs and fees, including but not limited to
11 attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or
12 proceedings based or alleged to be based on any act or omission of ENGINEER arising out of or from the
13 performance of services under this contract. The duty to defend applies to any alleged or actual
14 negligence, recklessness, willful misconduct, error or omission of ENGINEER. The duty to defend shall
15 apply whether or not ENGINEER is a party to the lawsuit, and shall apply whether or not ENGINEER is
16 directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or
17 found to be actively negligent, unless the act or omission at issue was caused by the sole active
18 negligence of Indemnitees.

19 4. The specified insurance provisions and limits required in this contract shall in no way limit or circumscribe
20 ENGINEER'S obligations to indemnify and hold harmless Indemnitees from third party claims.

21 5. In the event there is conflict between the indemnity and defense provisions and California Civil Code
22 Sections 2782 and 2782.8, the indemnity and defense provisions shall be interpreted to comply with Civil
23 Code sections 2782 and 2782.8.

24 **H. Quality Control**

25 ENGINEER shall implement and maintain the following quality control procedures during the preparation of
26 the reports, calculations, plans and other documents relating to PROJECT. ENGINEER shall have a quality
27 control plan in effect during the entire time services are being performed under the contract. The plan shall
28 establish a process whereby reports are reviewed and calculations are independently checked, plans

1 checked, corrected and back-checked, and all job related correspondence and memoranda routed and
2 received by affected persons and then bound in appropriate job files. The COUNTY PROJECT MANAGER
3 may request evidence that the quality control plan is functional.

4 **I. Extra Work**

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

13 **J. Disputes**

- 14 1. In the event ENGINEER considers any work demanded of him to be outside the requirements of the
15 contract, or if he considers any order, instruction, or decision of COUNTY to be unfair, he shall promptly
16 upon receipt of such order, instruction or decision, ask for a written confirmation of the same whereupon
17 he shall proceed without delay to perform the work or to conform to the order, instruction, or decision; but
18 unless ENGINEER finds such order, instruction, or decision satisfactory, he shall within 20 days after
19 receipt of same, file a written protest with COUNTY stating clearly and in detail his objections and reasons
20 therefore. Except for such protests or objections as are made of record in the manner specified and
21 within the time stated herein, and except for such instances where the basis of a protest could not
22 reasonably have been foreseen by ENGINEER within the time limit specified for protest, ENGINEER
23 hereby waives all grounds for protests or objections to the orders, instruction, or decisions of COUNTY
24 and hereby agrees that, as to all matters not included in such protests, the orders, instructions and
25 decisions of COUNTY will be limited to matters properly falling within COUNTY's authority.
- 26 2. Any controversy or claim arising out of or relating to this contract which cannot be resolved by mutual
27 agreement may be settled by arbitration in accordance with the rules of the American Arbitration
28 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.

K. 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 contract, upon demand, ENGINEER shall deliver to COUNTY all field notes, surveys, studies, reports, plans, drawings, specifications, and all other materials and documents prepared 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 actual services performed in the performance of the PROJECT to date based upon Appendix A, Scope of Services, as contracted for, less payments made to date; plus any amount for authorized, but unpaid, extra work performed and costs incurred.

L. Termination for Lack of Performance

COUNTY may terminate this contract 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.

M. 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 during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

1. Workers' Compensation:

1 If the ENGINEER has employees as defined by the State of California, the ENGINEER shall maintain
2 statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of
3 California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with
4 limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive
5 subrogation in favor of The County of Riverside.

6 2. Commercial General Liability:

7 Commercial General Liability insurance coverage, including but not limited to, premises liability,
8 unmodified contractual liability, products and completed operations liability, personal and advertising
9 injury, and cross liability coverage, covering claims which may arise from or out of ENGINEER'S
10 performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's
11 limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance
12 contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2)
13 times the occurrence limit.

14 3. Vehicle Liability:

15 ENGINEER shall maintain Liability Insurance for all owned, non-owned or hired vehicles in an amount not
16 less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general
17 aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence
18 limit. Policy shall name the COUNTY as Additional Insureds.

19 4. Professional Liability:

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

1 5. General Insurance Provisions - All lines:

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

7 b. The ENGINEER must declare its insurance self-insured retention for each coverage required herein.
8 If such self-insured retention exceeds \$500,000 per occurrence each such retentions shall have the
9 prior written consent of the County Risk Manager before the commencement of operations under this
10 Agreement. Upon notification of self insured retention unacceptable to the COUNTY, and at the
11 election of the County's Risk Manager, ENGINEER's carriers shall either; 1) reduce or eliminate such
12 self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which
13 guarantees payment of losses and related investigations, claims administration, defense costs and
14 expenses.

15 c. The ENGINEER shall cause ENGINEER's insurance carrier(s) to furnish the COUNTY with either 1)
16 a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements
17 effecting coverage as required herein; and, 2) if requested to do so orally or in writing by the County
18 Risk Manager, provide original Certified copies of policies including all Endorsements and all
19 attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s)
20 and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days
21 written notice shall be given to the COUNTY prior to any material modification, cancellation,
22 expiration or reduction in coverage of such insurance. In the event of a material modification,
23 cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the
24 COUNTY receives, prior to such effective date, another properly executed original Certificate of
25 Insurance and original copies of endorsements or certified original policies, including all
26 endorsements and attachments thereto evidencing coverages and the insurance required herein is in
27 full force and effect. ENGINEER shall not commence operations until the COUNTY has been
28 furnished original Certificate (s) of Insurance and certified original copies of endorsements and if

1 requested, certified original policies of insurance including all endorsements and any and all other
2 attachments as required in this Section. An individual authorized by the insurance carrier to do so on
3 its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

4 d. It is understood and agreed by the parties hereto and the ENGINEER's insurance shall be construed
5 as primary insurance, and the COUNTY's insurance and/or deductibles and/or self-insured retentions
6 or self-insured programs shall not be construed as contributory.

7 e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope
8 of services; or, there is a material change in the equipment to be used in the performance of the
9 scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5)
10 years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of
11 liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the
12 amount or type of insurance carried by the ENGINEER has become inadequate.

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

15 g. The insurance requirements contained in this Agreement may be met with a program(s) of self-
16 insurance acceptable to the COUNTY.

17 h. ENGINEER agrees to notify COUNTY of any claim by a third party or any incident or event that may
18 give rise to a claim arising from the performance of this Agreement.

19 **N. Conflict of Interest**

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

1 Statement when requested to do so by COUNTY.

2 **O. Legal Compliance**

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

7 **P. Nondiscrimination**

8 1. During the performance of this agreement, ENGINEER and its Subcontractors shall not act unlawfully
9 against any employee or applicant for employment because of race, religion, color, national origin,
10 ancestry, physical handicap, medical condition, marital status, age or sex. ENGINEER and
11 Subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government
12 Code, Section 12900 et seq.) and applicable regulations promulgated thereunder (California
13 Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment
14 and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of
15 Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference
16 and made a part hereof as if set forth in full. ENGINEER and its Subcontractors shall give written notice
17 of their obligations under this clause to labor organizations with which they have a collective bargaining or
18 other agreement.

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

26 3. In the event of ENGINEER's noncompliance with the nondiscrimination provisions of this contract,
27 COUNTY shall impose such contract sanctions as it determines to be appropriate, including, but not
28 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.

Q. 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

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

12 **R. Review and Inspection**

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

15 **S. Record Retention / Audits**

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

25 **T. Ownership of Data**

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

1 **U. Confidentiality of Data**

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

17 **V. Funding Requirements**

- 18 1. All obligations of COUNTY are subject to appropriation of resources by various Federal, State and local
19 agencies.
- 20 2. This agreement is valid and enforceable only if sufficient funds are made available to COUNTY for the
21 purpose of this PROJECT. In addition, this agreement is subjected to any additional restrictions,
22 limitations, conditions or any statute enacted by Congress, State Legislature or COUNTY that may affect
23 the provisions, terms or funding of this contract in any manner.
- 24 3. It is mutually agreed that if sufficient funds for the program are not appropriated, this contract will be
25 amended to reflect any reduction in funds.
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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 fully executed and approved by COUNTY.
3. ENGINEER shall perform PROJECT services in accordance with the provisions set forth in Appendix A, Scope of Services, which is attached hereto and incorporated herein by reference. All Covenants set forth in this agreement shall be completed by July 2016 unless extended by supplemental agreement.
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. Where applicable, 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. If COUNTY determines that ENGINEER has satisfactorily completed the PROJECT services, COUNTY, at its option, may offer to extend the contract by no more than two (2) one (1) year extensions. Time Extensions for providing PROJECT services required by this contract shall be issued by the COUNTY as a supplemental agreement to this contract at the sole discretion of the COUNTY.
2. The supplemental agreement is not binding on COUNTY until the proposed supplemental contract is fully executed and approved by COUNTY.

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 Scope of Services, Appendix A, which is attached

1 hereto and incorporated herein by reference. Submission of such progress report by ENGINEER shall be
2 a condition precedent to receipt of payment from COUNTY for each monthly invoice submitted.

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

8 **D. Evaluation of ENGINEER**

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

10 **ARTICLE VI • COMPENSATION**

11 **A. Work Authorization**

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

15 **B. Basis of Compensation**

- 16 1. PROJECT services as provided under this agreement as described in the Appendix A, Scope of Services,
17 shall be compensated for as defined in Appendix B, Budget, which is attached hereto and incorporated
18 herein by reference. The amount of the Contract is not to exceed \$750,000.00 annually for three (3)
19 fiscal years for a total of \$2,250,000, unless the contract is extended as described elsewhere in this
20 agreement, and reimbursement is to be made at actual cost in accordance with the rates shown in
21 Appendix B, Budget, or as so defined in a separate task order for work not identified in Appendix A,
22 Scope of Services. No additional compensation for Extra Work will be paid except upon the issuance of
23 an Extra Work Order by COUNTY.
- 24 2. Prior authorization in writing by the COUNTY PROJECT MANAGER will be required before ENGINEER
25 enters into any non-budgeted purchase order or subcontract exceeding \$1000 for supplies, equipment or
26 consultant services. ENGINEER shall provide an evaluation of the necessity or desirability of incurring
27 such costs.
- 28 3. For purchase of any item, service or consulting work not covered in ENGINEER's proposal and

1 exceeding \$10,000, with prior authorization by the COUNTY PROJECT MANAGER, three competitive
2 quotations shall be submitted with the request, or the absence of bidding shall be adequately justified.

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

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

18 6. ENGINEER agrees that the Code of Federal Regulations Section 49, Part 18, Uniform Administrative
19 Requirements for Grants and Cooperative Agreements to State and Local Governments shall be used to
20 determine the administrative requirements.

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

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

26 **C. Progress Payments**

27 1. ENGINEER shall submit monthly invoices for PROJECT Services in accordance with Appendix B,
28 Budget, and in accordance with COUNTY Engineering Services Invoicing Procedures. Invoices shall

- 1 show amount billed to date for the current phase, amount invoiced for current period and amount
- 2 remaining for each phase of PROJECT, each phase being defined as work performed in the fiscal year
- 3 beginning July 01 and ending June 30, with three (3) fiscal years defining the three (3) initial phases.
- 4 2. ENGINEER shall submit an invoice each month for PROJECT services performed during the preceding
- 5 month. Invoices shall be submitted to the COUNTY PROJECT MANAGER and shall be included with a
- 6 Progress Report covering the same period as the submitted invoice. Invoices shall show separate line
- 7 item totals for each work order. ENGINEER and ENGINEER's subconsultants shall provide timesheets
- 8 for all personnel listed in the invoice for the period invoiced showing projects, days and hours billed as
- 9 well as a general description of work performed as related to Appendix B, Budget.
- 10 3. Progress payments will be based on PROJECT services provided and actual costs incurred. Payments
- 11 made prior to the completion of each phase will not exceed the amount allowed in the contract for the
- 12 completion of that phase and prior phases, unless approved in writing by the COUNTY.
- 13 4. Progress payments will be made as promptly as fiscal procedures will permit upon receipt by the
- 14 COUNTY PROJECT MANAGER of itemized invoices.
- 15 5. Payment of Services for each month and the end of each phase will be withheld until all documentation is
- 16 submitted in an acceptable format to COUNTY. The total invoiced amount will be paid to ENGINEER
- 17 after COUNTY has approved ENGINEER's documents.

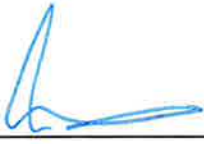
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ARTICLE VII • APPROVALS


COUNTY Approvals

RECOMMENDED FOR APPROVAL:

 Dated: 9/11/13

Juan C. Perez
Director of Transportation and Land Management

APPROVED AS TO FORM:

 Dated: 7/16/13
Deputy
Pamela J. Walls

County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS

_____ Dated: _____

PRINTED NAME
Chairman, Riverside County Board of Supervisors

ATTEST:

_____ Dated: _____

Clerk of the Board (SEAL)

ENGINEER Approvals

ENGINEER:

 Dated: 5/30/2013

WASIL PAGAN
PRINTED NAME

V.P. - Proj. & Manag.
TITLE

ENGINEER:

_____ Dated: _____

PRINTED NAME

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APPENDIX A • SCOPE OF SERVICES

ARTICLE AI

A. PROJECT DESCRIPTION

The PROJECT shall consist of providing engineering services for the construction of roads and roadway related facilities. Engineering services or Construction Engineering services shall be provided in a time frame mutually agreed upon between the COUNTY PROJECT MANAGER and the ENGINEERING PROJECT MANAGER. Inspection personnel, when requested, are to be available with 48 hours advance notice with a 2 day minimum commitment. The County will reserve the right to refuse engineering or inspection personnel who have failed to provide satisfactory services

B. LOCATION

This PROJECT services shall be provided at various locations within Riverside County. Inspection personnel shall report to the requesting COUNTY PROJECT MANAGER at the following locations:

- Ward Maxwell, Construction Engineer, 951-955-6885
2950 Washington Street, Engineering Building, Riverside, Ca. 92504

C. COORDINATION

ENGINEER and their personnel shall coordinate with the COUNTY PROJECT MANAGER and other County personnel as required. ENGINEER's personnel shall report to the requesting COUNTY PROJECT MANAGER at the beginning and end of shift. Shift hours generally are 7:00am to 4:00pm, Monday thru Friday, with a one-hour lunch, subject to variation for the contractor's work schedule.

D. MISCELLANEOUS ENGINEERING/CONSTRUCTION ENGINEERING SERVICES

ENGINEER shall perform construction related engineering duties as directed by the COUNTY PROJECT MANAGER in accordance with a written directive. Documentation shall be prepared in accordance with COUNTY standard practice and Caltrans Local Assistant Program Guidelines if applicable.

E. SOURCE INSPECTION SERVICES

ENGINEER shall perform source inspections services in accordance with the current Caltrans Construction Manual, the Manual of Test (3 volumes), Caltrans Standard Specification and Standard Plans, approved Caltrans Policy Directives, Construction Manual Supplement for Local Agency Resident Engineers, Local Agency Structure Representative Guidelines, the County's Quality Assurance Program, and the project specific Source Inspection Quality Management Plan.

1 **F. INSPECTION PERSONNEL DUTIES**

2 Inspection personnel shall perform inspections of roads, storm drains, utilities and appurtenances at various
3 and/or multiple locations to ensure compliance with Caltrans Standard Specifications, Riverside County
4 Ordinances 460 and 461, encroachment permit conditions, and subdivision conditions of approval. Inspectors
5 shall prepare and submit reports regarding daily activities. Personnel shall have work experience and
6 knowledge in the following areas:

7 **1. Asphalt Concrete:** Must have working knowledge of the proper methods for placing asphalt concrete
8 pavement and miscellaneous work, including methods for ensuring proper thicknesses, temperature, and
9 grade. Will be required to perform those checks during placement of asphalt concrete and collect
10 appropriate material samples.

11 **2. Portland Cement Concrete:** Must have working knowledge of the proper methods for placing Portland
12 Cement concrete in both major and minor structures, including drainage facilities, box culverts, cross-
13 gutters, curb and gutter, driveway approaches, and sidewalks. Must be knowledgeable on the time,
14 temperature, and slump limitations for PCC. Will be required to check forms and reinforcing steel
15 placement, cast concrete cylinders and monitor concrete placement.

16 **3. Aggregate Base:** Must have working knowledge of the proper methods for placing and compacting
17 various classes of aggregate bases. Will be required to check finish grade of base surface for conformity
18 to appropriate tolerances, as well as subgrade, prior to placement of aggregate base. Must also be
19 knowledgeable on the compaction requirements of the subgrade and embankment fills. Will be required
20 to collect appropriate in place material samples of the subgrade and base.

21 **4. Storm Drains:** Must have working knowledge of the proper methods for placing and backfilling
22 reinforced concrete pipe, corrugated metal pipe and cast-in-place concrete pipe. Will be required to
23 check the placement of the storm drains and to check the layout and grade of the pipe as well as
24 materials for compliance with the plans and specifications.

25 **5. Utility Installations:** Must have working knowledge of the proper methods for installing various utilities
26 within the pavement areas and other areas within the road right-of-way. Will be required to check for the
27 correct placement of those facilities as well as if the proper methods of trench restoration were used,
28 including backfill, compaction methods, and pavement repair.

29 **6. Safety:** Must have working knowledge of Cal-OSHA Construction Safety Orders, Caltrans Manual of

1 Traffic controls and the APWA Work Area Traffic Control Handbook (WATCH). Will be required to
2 document and report safety violations on the jobsite within road rights-of-way. Will be responsible for
3 verifying that contractors and developers implement applicable traffic control procedures/regulations to
4 provide for public safety (both pedestrian and vehicular) within road rights-of-way.

5 **7. Equipment:** Construction Inspectors shall be equipped with, at a minimum: a vehicle, a cellular phone,
6 digital camera, orange vest, hard hat, 25' tape measure, 6' folding engineer's rule, thermometer,
7 calculator, string line and/or swedes, and a 4' hand smart level.

8 **8. Daily Report:** The construction inspector shall prepare and submit daily reports regarding their activities.
9 A separate report shall be prepared for each case. The report information shall include, as a minimum,
10 the following items for each activity:

- 11 a. Work Order, Tract , Permit, and/or IP Number.
- 12 b. The inspections performed and results obtained.
- 13 c. Relevant conversations, phone calls, or situations encountered. Include names of individuals or
14 contractors when appropriate.
- 15 d. Time spent on and mileage attributed to the case.

16 Samples of acceptable forms for both permit and subdivision (Tract and Parcel Maps) reports are attached
17 and may be used for the daily reports.

18 **F. LABOR AND TIME REPORTING REQUIREMENTS**

19 The ENGINEER's personnel shall provide to the ENGINEER a detailed log of time spent, mileage driven and
20 phone calls (if applicable) on each chargeable task (Tract, Permit, and/or IP Number) for billing purposes.

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ARTICLE AII

SAMPLE FORMS

A. SUBDIVISION REPORT FORM

B. PERMIT REPORT FORM

APPENDIX B • FEE SCHEDULE

ARTICLE BI • INTRODUCTION

The ENGINEER shall perform the covenants set forth in Appendix A, Scope of Services in accordance with the performance requirements of Article VI of this agreement and with this Fee Schedule. This agreement shall permit the issuance of work assignments until **June 30, 2016**. The County Transportation Department is hereby authorized to cause no more than two (2) optional extensions to the contract for a period of one (1) year each. All Covenants set forth in this agreement shall be completed by **June 30, 2016**, unless extended by supplemental agreement. Satisfactory performance and completion of the Services under this Agreement shall be compensated based upon the fee schedule outlined below. COUNTY will compensate ENGINEER for hours worked by ENGINEER's staff in performance of the work in accordance with the Fee Schedule. Hours worked, mileage driven or vehicle usage shall be included in the monthly invoices. Costs for the required equipment listed in Appendix A shall be considered as included in the salary rates and/or vehicle rates listed below and no additional compensation is allowed therefor. Actual costs under the contract shall not exceed the yearly budgeted amount without prior written agreement between COUNTY and ENGINEER.

ARTICLE BII • KEY PERSONNEL

The ENGINEER has represented to the COUNTY that certain key personnel will perform the services. 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:

ENGINEERING PROJECT MANAGER – **Wael, Faqih, PE**

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

- **Converse Consultants**
- **MNS Engineers**
- **GeoMat Testing Laboratories**

- CPM Partners (DBE)
- DESI, Inc. (DBE)
- Z & K Consultants, Inc.
- Caltrop
- MARRS Services, Inc. (DBE)

ARTICLE BIV • SALARY RATES

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

A. SALARY RATES

Salary Rates shown herein are in effect until June 30, 2016, as may be adjusted annually in accordance with the listed escalation factor and include all overhead and sub-consultant mark-ups (if applicable). ENGINEER shall notify COUNTY in writing prior to a change in the range of rates included herein, and prior to each subsequent change.

POSITION OR CLASSIFICATION AND RANGE OF HOURLY RATES

Classification as Applicable	Hourly Rate
Soil Technician	\$ 95.00
CAD Drafting	\$ 98.00
2-Man Survey Crew	\$ 215.00
Inspector - non PE - Roadway/Landscape	\$ 116.00
Inspector - non PE - Bridge/Electrical/Source	\$ 124.00
Inspector - non PE - NPDES/SWPPP (QSP/QSD)	\$ 124.00
Office Engineer - non PE	\$ 93.00
Licensed Landscape Architect	\$ 152.00
Engineer - PE - Field/Office/Source/Independent Quantity Takeoff	\$ 145.00
Engineer - PE - Constructability/NPDES & SWPPP(QSP/QSD)	\$ 155.00
Structure Representative	\$ 166.87
Resident Engineer/Construction Manager - PE	\$ 185.50
Assistant Resident Engineer - PE	\$ 146.58
Principal Engineer/Project Manager - PE	\$ 220.00
Vehicle Rate - Daily, if used	Incl
Vehicle - per/mile, if used	Incl
Annual Escalation	3.00%

B. OVERTIME RATES

Overtime Salary Rates shall be billed at a rate not exceeding 1.25 times the listed hourly rate.

C. MISCELLANEOUS RATES

The following items shall be compensated at the agreed upon rates as shown:

- Specialized Report/Plan Preparation (SWPPP, SIQMP, Geotech, etc.) Cost Negotiated
- Directed Sub-Consultant Management (for Consultants not proposed) Cost Plus 5%
- Other Direct Costs Cost Plus 5%

ARTICLE BV • EQUIPMENT RATES

ENGINEER shall be compensated for cellular phone usage and vehicle usage based upon the following criteria:

1. Cell phone charges shall be considered as part of the hourly rate for the personnel supplied.
2. The foregoing vehicle rates shall include all costs for the fuel, maintenance, insurance and procurement of the equipment provided under the terms of this agreement and no other compensation is allowed.

ARTICLE BVI • 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 PROJECT MANAGER.
2. Invoices shall show classifications used as outlined above and separate line item totals for each work order. ENGINEER and ENGINEER's sub-consultants shall provide timesheets for all personnel listed in the invoice for the period invoiced, showing billing classification, projects (work orders, tracts, IPs, etc.), days and hours billed as well as a general description of work performed. Sub-consultant invoices and billing rates should not be shown or included, and sub-consultant timesheets should reflect only the projects and hours billed.
3. Base Work and Extra Work shall be charged separately. The charges for each individual assigned under this Agreement shall be listed separately.
4. Each invoice shall bear a certification signed by the ENGINEERING PROJECT MANAGER or an officer of the firm which reads as follows:

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"I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates to be applied under the terms of the On-Call Engineering Services Agreement for Construction Engineering and Inspection."

5. Invoices shall be submitted on a monthly basis. Invoices for services submitted more than 60 days after the end of the month services were rendered are subject to rejection and compensation disallowed.

ARTICLE BVII • PAYMENT

Payments shall be made in accordance with the Engineering Services Agreement ARTICLE VI, COMPENSATION.

ARTICLE BVIII • COST PROPOSAL

The total annual amount of services to be performed under this contract is not to exceed \$750,000, and the total amount of the contract is not to exceed \$2,250,000 unless the contract is extended and approved in writing by COUNTY.