

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

804A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
July 25, 2013

SUBJECT: Engineering Services Agreement with T.Y. Lin International for On-Call Construction Engineering Services [\$2,250,000]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute an Engineering Services Agreement between T.Y. Lin International and the County of Riverside (County); and
2. Authorize the Director of Transportation to approve time extensions as provided for in the agreement.

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	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. Not to exceed \$750,000 annually.

Positions To Be Deleted Per A-30

There are no General Funds used in this project.

Requires 4/5 Vote

C.E.O. RECOMMENDATION:

APPROVE

BY:
Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY:
MARSHAL VICTOR
DATE: 8/30/13

Policy Policy

Consent Consent

Dept's Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.

District: All

Agenda Number:

3-53

The Honorable Board of Supervisors

RE: Engineering Services Agreement with T.Y. Lin International for On-Call Construction

Inspection Services

July 25, 2013

Page 2 of 2

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.

T.Y. Lin International, in Riverside County, was selected as one of the top-ranked firms to provide services on an "as needed" basis 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 T.Y. Lin International 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. 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. 13-07-003
Riverside Co. Transportation

ENGINEERING SERVICES AGREEMENT



for

On-Call Engineering Services

between

COUNTY OF RIVERSIDE • TRANSPORTATION DEPARTMENT

and

T.Y. LIN INTERNATIONAL

ENGINEERING SERVICES AGREEMENT

COUNTY OF RIVERSIDE, hereinafter referred to as "COUNTY", and T.Y. LIN INTERNATIONAL, hereinafter referred to as "ENGINEER", located at the following addresses:

County of Riverside • Transportation Department	T.Y. LIN INTERNATIONAL
4080 Lemon Street, 8 th Floor	3550 Vine St., Suite 120
Riverside, CA 92502	Riverside, Ca. 92507

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:

Joseph Smith, 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 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 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 3. Neither the pendency of a dispute nor its consideration by arbitration will excuse ENGINEER from full and
2 timely performance in accordance with the terms of the contract.

3 **K. Termination Without Cause**

- 4 1. COUNTY reserves the right to terminate this contract at COUNTY's discretion and without cause, upon
5 thirty (30) calendar days written notice to ENGINEER.
- 6 2. In the event of termination of the contract, upon demand, ENGINEER shall deliver to COUNTY all field
7 notes, surveys, studies, reports, plans, drawings, specifications, and all other materials and documents
8 prepared or provided to ENGINEER in the performance of this Agreement. All such documents and
9 materials shall be property of COUNTY.
- 10 3. In the event that the contract is terminated, ENGINEER is entitled to full payment for all services
11 performed up to the time written notice of contract cancellation is received by ENGINEER. Payment shall
12 be made for actual services performed in the performance of the PROJECT to date based upon Appendix
13 A, Scope of Services, as contracted for, less payments made to date; plus any amount for authorized, but
14 unpaid, extra work performed and costs incurred.

15 **L. Termination for Lack of Performance**

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

21 **M. Insurance**

22 Without limiting or diminishing the ENGINEER'S obligation to indemnify or hold the COUNTY harmless,
23 ENGINEER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following
24 insurance coverages during the term of this Agreement. As respects to the insurance section only, the
25 COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments,
26 their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or
27 representatives as Additional Insureds.

- 28 1. Workers' Compensation:

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 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:

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.

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 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

ARTICLE VII • APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

[Signature] Dated: 8/19/13

Juan C. Perez
Director of Transportation and Land Management

APPROVED AS TO FORM:

[Signature] Dated: 8/30/13

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:

[Signature] Dated: 6/25/13

F.R. CLARK FERNON
PRINTED NAME

VICE PRESIDENT
TITLE

ENGINEER:

[Signature] Dated: 6/25/13

William M. Ashley
PRINTED NAME

SR. VICE PRES.
TITLE

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

**TRANSPORTATION DEPARTMENT
SUBDIVISION REPORT FORM**



Tract Number:	Area:	Date:
Inspector Name:	Mileage:	Hours:

Work taking place, inspections performed, results obtained:

Phone, Conversation Log:

_____ Inspector's Signature

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 – [Joseph Smith, 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:

- [Simon Wong Engineering](#)
- [HDR Construction Control Corporation](#)
- [DHS Consulting \(DBE\)](#)

- Leighton Consulting, Inc.

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 RANGE OF HOURLY RATES

Classification as Applicable	Hourly Rate
Soil Technician	\$ 81.00
CAD Drafting	\$ 115.00
2-Man Survey Crew	NA
Inspector - non PE - Roadway/Landscape	\$ 120.00
Inspector - non PE - Bridge/Electrical/Source	\$ 125.00
Inspector - non PE - NPDES/SWPPP (QSP/QSD)	\$ 125.00
Office Engineer - non PE	\$ 90.00
Licensed Landscape Architect	\$ 137.00
Engineer - PE - Field/Office/Source/Independent Quantity Takeoff	\$ 142.00
Engineer - PE - Constructability/NPDES & SWPPP(QSP/QSD)	\$ 142.00
Structure Representative	\$ 150.00
Resident Engineer/Construction Manager - PE	\$ 180.00
Assistant Resident Engineer - PE	\$ 135.00
Principal Engineer/Project Manager - PE	\$ 200.00
Vehicle Rate - Daily, if used	\$ 65.00
Vehicle - per/mile, if used	\$ 0.60
Escalation	2.70%

B. OVERTIME RATES

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

1 **C. MISCELLANEOUS RATES**

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

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

6
7 **ARTICLE BV • EQUIPMENT RATES**

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

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

12
13 **ARTICLE BVI • INVOICING**

14 ENGINEER shall submit invoices in accordance with the Engineering Services Agreement ARTICLE VI •
15 COMPENSATION and with the following requirements.

- 16 1. Charges shall be billed in accordance with the terms and rates included herein, unless otherwise
17 agreed in writing by the COUNTY PROJECT MANAGER.
- 18 2. Invoices shall show classifications used as outlined above and separate line item totals for each work
19 order. ENGINEER and ENGINEER's sub-consultants shall provide timesheets for all personnel listed
20 in the invoice for the period invoiced, showing billing classification, projects (work orders, tracts, IPs,
21 etc.), days and hours billed as well as a general description of work performed. Sub-consultant
22 invoices and billing rates should not be shown or included, and sub-consultant timesheets should reflect
23 only the projects and hours billed.
- 24 3. Base Work and Extra Work shall be charged separately. The charges for each individual assigned
25 under this Agreement shall be listed separately.
- 26 4. Each invoice shall bear a certification signed by the ENGINEERING PROJECT MANAGER or an officer
27 of the firm which reads as follows:

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

1 Construction Engineering and Inspection.”

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

5
6 **ARTICLE BVII • PAYMENT**

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

9 **ARTICLE BVIII • COST PROPOSAL**

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