

FORM APPROVED COUNTY COUNSEL 4/4/16
 BY: GREGORY P. PRAMOS DATE



312A

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

FROM: TLMA – Transportation Department

SUBMITTAL DATE:
 March 9, 2016

SUBJECT: On-Call Engineering Services Contract between the County of Riverside and AECOM. All Districts; [\$1,050,000 total]; Various Funding by Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached On-Call Engineering Services Contract between the County of Riverside (County) and AECOM; and
2. Authorize the Chairman of the Board to execute the same; and
3. Authorize the Director of Transportation and Land Management, or his designee, to approve future extensions as provided for in the agreement; and
4. Authorize the Director of Transportation and Land Management, or his designee, to approve no-cost time extensions to complete on-going tasks.

Departmental Concurrence

Patricia Romo
 Assistant Director of Transportation

Juan C. Perez
 Director of Transportation and Land Management

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
COST	\$ 350,000	\$ 350,000	\$ 1,050,000	\$ 0	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Varies by project. There are no General Funds used for these agreements. **Budget Adjustment:** No
For Fiscal Year: 15/2016-17/18

C.E.O. RECOMMENDATION:

APPROVE
 BY:
 Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- Positions Added
- Change Order
- A-30
- 4/5 Vote

Prev. Agn. Ref.: 7/01/14, Item 3-61; 7/15/14, Item 3-63; 10/28/14, Item 3-25; 1/27/15, Item 3-25 | **District:** All | **Agenda Number:**

3-31

BACKGROUND:

Summary

The County of Riverside Transportation Department (Transportation Department) periodically requires outside engineering and support services to deliver many of the road improvement projects identified and funded in the Transportation Improvement Program (TIP). The TIP delivers over \$100 million annually in Transportation Capital Improvement projects:

The Transportation Department utilizes the services of on-call consultants to augment its small core of in-house design staff on an "as needed" basis. Selected consultants may provide a variety of services related to transportation planning, roadway/highway engineering, traffic engineering and project coordination. Engineering services may include tasks such as preparation, review or coordination of drainage studies, water quality documents, traffic studies, roadway plans and specifications, utility relocations, and other similar engineering tasks.

A Request for Qualification (RFQ) was published on the Transportation Department website, American Society of Civil Engineers website, and the Press Enterprise newspaper. Thirty-seven firms submitted Statement of Qualifications (SOQ), which were carefully reviewed and evaluated by representatives of the Transportation Department. Based on each consultant's expertise, the Transportation Department has determined that 22 of 37 firms are qualified to perform engineering services. The firms were separated into three categories based on their area of expertise; planning, roadway design, and traffic. As need warrants, qualified consultants are selected to perform work.

AECOM was determined qualified to perform engineering services and the County now has a need to retain the services from AECOM for the preparation of plans, specification and estimate (PS&E) for the Cajalco Road Safety Improvement Project.

The County has negotiated with AECOM for staff billing rates to remain fixed through June 30, 2018. This contract is for an annual amount not to exceed \$350,000 each fiscal year for up to three (3) years. The terms provide the County with the option to extend the contracts for two (2) additional one (1) year extensions following the close of the initial three (3) year period. Funding for the services provided for each assignment will come from the respective project funds for which the services are being performed.

Impact on Residents and Businesses

These on-call contracts provide the flexibility needed to engage consultants with appropriate expertise to address critical project needs in the shortest period of time. The use of on-call contracts allows the Transportation Department to deliver projects effectively and efficiently.

SUPPLEMENTAL:

Additional Fiscal Information

There is no General Fund money associated with this agreement, and funding varies by project. Funding sources include Measure "A," Transportation Uniform Mitigation Fee (TUMF), State grant funds, Gas Tax, and other local funds.

Contract History and Price Reasonableness

The County has negotiated with AECOM for staff billing rates to remain fixed through June 30, 2018. The billing rates in these contracts are within the range of acceptable industry practice for the engineering services and are consistent with other firms providing similar services.

ATTACHMENTS:

Engineering On-Call Services Contract

Contract No. 16-03-001
Riverside County Transportation

ENGINEERING ON-CALL SERVICES CONTRACT

for

**Transportation Planning/
Roadway/Highway Engineering and
Traffic Engineering**

between

County of Riverside • Transportation Department

and

AECOM



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ENGINEERING SERVICES CONTRACT

COUNTY OF RIVERSIDE, hereinafter referred to as "COUNTY", and AECOM, a California Corporation, hereinafter referred to as "ENGINEER", located at the following addresses:

County of Riverside • Transportation Department	AECOM
4080 Lemon Street, 8 th Floor	901 Via Piemonte, 5 th Floor
Riverside, CA 92502	Ontario, CA 91764

do hereby agree as follows:

ARTICLE I • DESIGNATED CONTACTS

Coordination of ENGINEER, and COUNTY activities shall be accomplished through an ENGINEERING CONTRACT MANAGER, and a COUNTY CONTRACT MANAGER.

The ENGINEERING CONTRACT MANAGER for ENGINEER shall be:

Bill Hagmaier, PE, Project Manager

The COUNTY CONTRACT MANAGER for COUNTY shall be:

Khalid Nasim, County Project Manager, or his designee

ARTICLE II • DEFINITION OF WORK ASSIGNMENTS

Services provided under this contract will be performed on an on-call basis to the County of Riverside for work assignments located throughout Riverside County. ENGINEER shall furnish all technical and professional services including labor, material, equipment, transportation, supervision, and expertise to fully and adequately perform the services generally described in Appendix A, Scope of Services, and more specifically described in Work Assignments to be negotiated and executed in the future as services are required. Work Assignments shall be initiated at the request of the COUNTY CONTRACT MANAGER. ENGINEER and/or COUNTY shall prepare a written scope of work and schedule for each Work Assignment. ENGINEER and COUNTY shall negotiate and establish a budget that is consistent with the scope of work and the ENGINEER's billing rates. Each Work Assignment shall be memorialized in writing and approved by Director of Transportation and Land Management Agency, hereinafter referred to as "TLMA Director" and by the ENGINEERING CONTRACT MANAGER or authorized designee's. All agents, employees or subcontractors, of ENGINEER doing work for COUNTY shall sign an Independent Contractor Agreement, in a form proscribed by COUNTY, acknowledging their status as independent contractors before commencing any work for COUNTY pursuant to this contract or any Work Assignment. All services and deliverables associated with the performance and accomplishment of the covenants described in approved Work Assignments is hereinafter collectively referred to as the "WORK ASSIGNMENTS".

ARTICLE III • COOPERATIVE AGENCIES

A. Lead Agency

COUNTY may be working cooperatively with other agencies in the effort to complete WORK ASSIGNMENTS and would generally be designated as the lead agency.

B. Cooperative Agencies

It is common for COUNTY to be working cooperatively with other agencies when performing services of the type that will be performed under this contract. The cooperating agencies will hereinafter be collectively referred to as the "AGENCIES"

C. COUNTY/AGENCIES Standards

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

ARTICLE IV • CONDITIONS

A. Notifications

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

B. Assignment

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

C. Subcontracts

1. ENGINEER shall perform the services contemplated with resources available within its own organization. No portion of the services pertinent to this contract shall be subcontracted without written authorization by the COUNTY CONTRACT MANAGER, except that which is expressly authorized by this contract or by a specific WORK ASSIGNMENT.
2. In the event ENGINEER subcontracts any portion of ENGINEER's duties under this contract, ENGINEER shall require its subcontractors to comply with the terms of this contract in the same manner as required of ENGINEER including, but not limited to; indemnification of the COUNTY, requiring the same insurance

1 of Subcontractors as required of ENGINEER, and having Subcontractor's insurance name the COUNTY
2 as Additional Insured for each type of insurance where this contract requires ENGINEER's insurance to
3 name COUNTY as Additional Insured.

4 **D. Modifications**

- 5 1. This contract may be amended or modified only by mutual written agreement of the parties. No alteration
6 or variation of the terms of this contract will be valid unless made in writing and signed by the parties
7 hereto and no oral understanding or agreement not incorporated herein, will be binding on any of the
8 parties hereto except for minor modifications as defined below.
- 9 2. Execution of individual WORK ASSIGNMENTS is authorized under the terms of this contract and is not
10 considered a modification. All WORK ASSIGNMENTS must be approved in writing by the TLMA Director
11 and by the ENGINEERING CONTRACT MANAGER or authorized designees.
- 12 3. There shall be no change in the ENGINEERING CONTRACT MANAGER or key members of the
13 ENGINEER's team without prior written approval by the COUNTY CONTRACT MANAGER.
- 14 4. Modifications to the scope of services authorized under an approved WORK ASSIGNMENT can be
15 authorized by the COUNTY CONTRACT MANAGER for work that is generally consistent with the
16 approved scope of services and does not require funding in excess of the amount approved for the
17 WORK ASSIGNMENT.

18 **E. COUNTY Directives**

19 ENGINEER shall receive contract directions and interpretations as to WORK ASSIGNMENTS from the
20 COUNTY CONTRACT MANAGER.

21 **F. Liability**

- 22 1. ENGINEER has total responsibility for the accuracy and completeness of all data, reports, plans,
23 specifications and estimates prepared under WORK ASSIGNMENTS and shall check all such material
24 accordingly. COUNTY will review all work product deliverables. The responsibility for accuracy and
25 completeness of such items remains solely that of ENGINEER. Neither COUNTY'S review nor approval
26 shall give rise to any liability or responsibility on the part of COUNTY, or waive any of COUNTY'S rights,
27 or relieve ENGINEER of its professional responsibilities or obligations under this contract.
- 28 2. The plans, designs, estimates, calculations, reports and/or other documents furnished in accordance with
29 the WORK ASSIGNMENTS shall meet the criteria for acceptance and be a product of neat appearance,
well organized, technically and grammatically correct, checked and having the preparer and checker

1 identified. The minimum standard of appearance, organization and contents shall be of similar types
2 produced by COUNTY and AGENCIES. If any work product submitted is not complete and ready for use
3 by COUNTY, it shall be marked "Draft" or similar designation to indicate it is not ready for use by
4 COUNTY. COUNTY expects that all work product not so designated is ready for use.

- 5 3. The page identifying preparers of engineering reports, the title sheet for specifications and each sheet of
6 plans, shall bear the professional seal, certificate number, registration classification, expiration date of the
7 certificate, and signature of the professional engineer(s) responsible for their preparation.
- 8 4. COUNTY and ENGINEER agree that plans, drawings or other work products prepared by ENGINEER are
9 for the exclusive use of COUNTY and will be used by COUNTY for the project for which they were
10 specifically designed. ENGINEER shall not be responsible for use of such plans, drawings or other work
11 products if used on a different project without the written authorization or approval by ENGINEER.
- 12 5. ENGINEER acknowledges that the plans, drawings and/or other work products may be used by COUNTY
13 for the intended project regardless of any disputes that may develop between ENGINEER and COUNTY.
14 All plans, drawings, or other work product shall be deemed the sole and exclusive property of COUNTY
15 and ownership thereof is irrevocably vested in COUNTY whether the project is executed or not.
- 16 6. ENGINEER, and the agents and employees of ENGINEER, in the performance of this contract, shall act
17 in an independent capacity as an independent contractor and not as officers, employees or agents of
18 COUNTY.
- 19 7. ENGINEER has the sole discretion to determine how, when, and where to perform services required to
20 achieve the final result specified in the Scope of Services for the PROJECT subject to PROJECT
21 timelines; however, ENGINEER shall also make themselves available during regular COUNTY operating
22 hours to fulfill any needed services to complete the PROJECT.
- 23 8. ENGINEER has the right to perform services for other clients during the term of this contract as long as
24 such services are not in direct conflict with the services provided to COUNTY.
- 25 9. ENGINEER, and the agents and employees of ENGINEER, shall not be entitled to and are not eligible for
26 COUNTY employee benefits, including, but not limited to, medical, dental or vision insurance, life
27 insurance, retirement benefits, vacation or sick pay, or any other benefits or compensation beyond that
28 which is set forth explicitly in this contract.
- 29 10. ENGINEER shall provide and maintain, throughout the term of this contract, their own workspace, tools,
equipment and supplies necessary to perform the duties set forth for ENGINEER under this contract.



1 Notwithstanding the foregoing, COUNTY may, at its sole discretion, and with its prior written consent,
2 provide access to COUNTY facilities, offices or meeting rooms during regular business hours for
3 meetings, conferences or other work of ENGINEER.

4 **G. Indemnification and Defense**

- 5 1. The ENGINEER agrees to and shall indemnify and hold harmless the County of Riverside, its Agencies,
6 Districts, Departments and Special Districts, their respective directors, officers, Board of Supervisors,
7 elected and appointed officials, employees, agents and representatives (hereinafter individually and
8 collectively referred to as "Indemnitees") from all liability, including, but not limited to loss, suits, claims,
9 demands, actions, or proceedings caused by any alleged or actual negligence, recklessness, willful
10 misconduct, errors or omissions of ENGINEER, its directors, officers, partners, employees, agents or
11 representatives or any person or organization for whom ENGINEER is responsible, arising out of or from
12 the performance of services under this contract. To the extent a loss, suit, claim, demand, action, or
13 proceeding is based on actual or alleged acts or omissions of ENGINEER, which are not design
14 professional services, ENGINEER shall indemnify Indemnitees whether or not ENGINEER is negligent.
- 15 2. ENGINEER further agrees to and shall indemnify and hold harmless the County of Riverside, its
16 Agencies, Districts, Departments and Special Districts, their respective directors, officers, Board of
17 Supervisors, elected and appointed officials, employees, agents and representatives (hereinafter
18 individually and collectively referred to as "Indemnitees") from all liability arising from suits, claims,
19 demands, actions, or proceedings made by agents, employees or subcontractors of ENGINEER for
20 salary, wages, compensation, health benefits, insurance, retirement or any other benefit not explicitly set
21 forth in this contract and arising out of work performed for COUNTY pursuant to this contract or any Work
Assignment.
- 22 3. The duty to indemnify does not include loss, suits, claims, demands, actions, or proceedings caused by
23 actual negligence of Indemnitees; however, any actual negligence of Indemnitees will only affect the duty
24 to indemnify for the specific act found to be negligence, and will not preclude a duty to indemnify for any
25 act or omission of ENGINEER.
- 26 4. ENGINEER shall defend and pay, at its sole expense, all costs and fees, including but not limited to
27 attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or
28 proceedings based or alleged to be based on any act or omission of ENGINEER arising out of or from the
29 performance of services under this contract. The duty to defend applies to any alleged or actual

1 negligence, recklessness, willful misconduct, error or omission of ENGINEER. The duty to defend shall
2 apply whether or not ENGINEER is a party to the lawsuit, and shall apply whether or not ENGINEER is
3 directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or
4 found to be actively negligent, unless the act or omission at issue was caused by the sole active
5 negligence of Indemnitees.

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

11 **H. Quality Control**

12 ENGINEER shall implement and maintain the following quality control procedures during the preparation
13 of the plans and documents prepared under this contract. ENGINEER shall have a quality control plan in
14 effect during the entire time services are being performed under this contract. The plan shall establish a
15 process whereby calculations are independently checked, plans checked, corrected and back-checked,
16 and all job related correspondence and memoranda routed and received by affected persons and then
17 bound in appropriate job files. Where several drawings show different work in the same area, means
18 shall be provided to avoid conflicts and misalignment in both new and existing improvements. Evidence
19 that the quality control plan is functional may be requested by the COUNTY CONTRACT MANAGER. All
20 plans, calculations documents and other items submitted to the COUNTY CONTRACT MANAGER for
21 review shall be marked clearly as being fully checked and that the preparation of the material followed the
22 quality control plan established for the work.

23 **I. Value Engineering**

- 24 1. Elements of each WORK ASSIGNMENT may be considered for Value Engineering Studies. To this end,
25 the COUNTY CONTRACT MANAGER may direct the ENGINEER to examine the various elements of a
26 design segment and submit an informal written statement or memorandum addressing those elements
27 where it appears significant savings and other advantages can be realized. The statement shall be
28 sufficiently informative to enable COUNTY to determine whether to direct a detailed Value Engineering
29 Study or possibly direct immediate design changes where the value of the change is apparent without the
need of detailed study and analysis.

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

J. Extra Work

1. ENGINEER shall not perform Extra Work until receiving written authorization from the COUNTY CONTRACT MANAGER.
2. In the event that COUNTY directs ENGINEER to provide services constituting Extra Work, COUNTY shall provide extra compensation to the ENGINEER through the approval of a separate WORK ASSIGNMENT package. Allowable compensation for approved extra work will be based on the provisions of the approved WORK ASSIGNMENT.
3. In the event the extra work exceeds the annual maximum budget amount authorized under the terms of this contract, an amendment to this contract providing for such compensation for Extra Work shall be issued by COUNTY to ENGINEER. Such Amendment shall not be effective until executed by both parties.

K. Disputes

1. In the event of a dispute or objection over work requested by COUNTY pursuant to this contract, ENGINEER agrees to first consult with COUNTY PROJECT MANAGER regarding the dispute or objection and to take all appropriate action to protect the interests of COUNTY and the PROJECT, including promptly complying with COUNTY requests when time is of the essence.
2. Any controversy or claim arising out of or relating to this contract which cannot be resolved by mutual agreement may be settled by arbitration in accordance with the rules of the American Arbitration Association, provided that the parties mutually agree to submit to arbitration.
3. Neither the pendency of a dispute nor its consideration by arbitration will excuse ENGINEER from full and timely performance in accordance with the terms of the contract.

L. Termination Without Cause

1. COUNTY reserves the right to terminate this contract at COUNTY's discretion and without cause, upon thirty (30) calendar days written notice to ENGINEER.
2. In the event of termination of the contract, upon demand, ENGINEER shall deliver to COUNTY all field notes, surveys, studies, reports, plans, drawings, specifications, and all other materials and documents prepared by or provided to ENGINEER in the performance of this contract. All such documents and

1 materials shall be property of COUNTY.

- 2 3. In the event that this contract is terminated, ENGINEER is entitled to full payment for all services
3 performed up to the time written notice of contract cancellation is received by ENGINEER. Payment shall
4 be made for services performed to date based upon the percentage ratio that the basic services
5 performed bear to the services contracted for, less payments made to date; plus any amount for
6 authorized, but unpaid, extra work performed and costs incurred.

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

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

13 **N. Insurance**

14 Without limiting or diminishing the ENGINEER'S obligation to indemnify or hold the COUNTY harmless,
15 ENGINEER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following
16 insurance coverage's during the term of this contract. As respects to the insurance section only, the COUNTY
17 herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their
18 respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or
19 representatives as Additional Insureds.

20 1. Workers' Compensation:

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

26 2. Commercial General Liability:

27 Commercial General Liability insurance coverage, including but not limited to, premises liability,
28 unmodified contractual liability, products and completed operations liability, personal and advertising
29 injury, and cross liability coverage, covering claims which may arise from or out of ENGINEER'S
performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's

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

4 3. Vehicle Liability:

5 If vehicles or mobile equipment are used in the performance of the obligations under this contract, then
6 ENGINEER shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an
7 amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a
8 general aggregate limit, it shall apply separately to this contract or be no less than two (2) times the
9 occurrence limit. Policy shall name the COUNTY as Additional Insureds.

10 4. Professional Liability

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

20 5. General Insurance Provisions - All lines:

- 21 a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of
22 California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are
23 waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement
24 for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 25 b. The ENGINEER must declare its insurance self-insured retention for each coverage required herein.
26 If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the
27 prior written consent of the County Risk Manager before the commencement of operations under this
28 contract. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election
29 of the Country's Risk Manager, ENGINEER'S carriers shall either; 1) reduce or eliminate such self-
insured retention as respects this contract with the COUNTY, or 2) procure a bond which guarantees

1 payment of losses and related investigations, claims administration, and defense costs and
2 expenses.

3 c. ENGINEER shall cause ENGINEER'S insurance carrier(s) to furnish the County of Riverside with
4 either 1) a properly executed original Certificate(s) of Insurance and certified original copies of
5 Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing
6 by the County Risk Manager, provide original Certified copies of policies including all Endorsements
7 and all attachments thereto, showing such insurance is in full force and effect. Further, said
8 Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty
9 (30) days written notice shall be given to the County of Riverside prior to any modification,
10 cancellation, expiration or reduction in coverage of such insurance. In the event of a modification,
11 cancellation, expiration, or reduction in coverage, this contract shall terminate forthwith, unless the
12 County of Riverside receives, prior to such effective date, another properly executed original
13 Certificate of Insurance and original copies of endorsements or certified original policies, including all
14 endorsements and attachments thereto evidencing coverage's set forth herein and the insurance
15 required herein is in full force and effect. ENGINEER shall not commence operations until the
16 COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of
17 endorsements and if requested, certified original policies of insurance including all endorsements and
18 any and all other attachments as required in this Section. An individual authorized by the insurance
19 carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of
Insurance.

20 d. It is understood and agreed to by the parties hereto that the ENGINEER'S insurance shall be
21 construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured
22 retention's or self-insured programs shall not be construed as contributory.

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

29 f. ENGINEER shall pass down the insurance obligations contained herein to all tiers of subconsultants

1 working under this contract.

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

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

6 **O. Conflict of Interest**

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

17 **P. Legal Compliance**

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

22 **Q. Nondiscrimination**

23 1. During the performance of this contract, ENGINEER and its Subcontractors shall not unlawfully
24 discriminate against any employee or applicant for employment because of race, religion, color, national
25 origin, ancestry, physical handicap, medical condition, marital status, age or sex. ENGINEER and
26 Subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government
27 Code, Section 12900 et seq.) and applicable regulations promulgated thereunder (California
28 Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment
29 and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of
Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference

1 and made a part hereof as if set forth in full. ENGINEER and its Subcontractors shall give written notice
2 of their obligations under this clause to labor organizations with which they have a collective bargaining or
3 other agreement.

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

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

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

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

18 5. ENGINEER shall comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR
19 21 through Appendix H and 23 CFR 710.405(b) are applicable to this contract by reference.

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

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

22 2. Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with
23 Section 1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here
24 set forth in full. The parties recognize that said Chapter 1 deals, among other things with discrimination,
25 penalties and forfeitures, their disposition and enforcement, wages, working hours, and securing worker's
26 compensation insurance and directly effect the method of prosecution of the work by ENGINEER and
27 subject it under certain conditions to penalties and forfeitures. Execution of the contract by the parties
28 constitutes their agreement to abide by said Chapter 1, their stipulation as to all matters which they are
29 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

1 ENGINEER's certification as follows: "I am aware of the provisions of Section 3700 of the California Labor
2 Code which require every employer to be insured against liability for worker's compensation or to
3 undertake self-insurance in accordance with the provisions of that Code, and I will comply with such
4 provisions before commencing the performance of the work of this contract."

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

22 **S. Review and Inspection**

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

25 **T. Record Retention / Audits**

- 26 1. ENGINEER's and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are
27 subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR
28 Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review,
29 the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify

1 compliance with 48 CFR, Part 31 and other related laws and regulations only if the contract work is paid
2 using federal funds. In the instances of a CPA ICR Audit Workpaper Review, it is ENGINEER's
3 responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's
4 workpapers. The contract, cost proposal, and ICR shall be adjusted by ENGINEER and approved by
5 COUNTY contract manager to conform to the audit or review recommendations. ENGINEER agrees that
6 individual terms of costs identified in the audit report shall be incorporated into the contract by this
7 reference if directed by COUNTY at its sole discretion. Refusal by ENGINEER to incorporate audit or
8 review recommendations, or to ensure that the Federal, State, or local governments have access to CPA
9 workpapers, will be considered a breach of contract terms and cause for termination of the contract and
10 disallowance of prior reimbursed costs.

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

20 **U. Rebates, Kickbacks, or Other Unlawful Consideration**

21 ENGINEER warrants that this contract was not obtained or secured through rebates kickbacks or other
22 unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this
23 warranty, COUNTY shall have the right in its discretion; to terminate the contract without liability; to pay
24 only for the value of the work actually performed; or to deduct from the contract price; or otherwise
25 recover the full amount of such rebate, kickback or other unlawful consideration.

26 **V. Prohibition of Expending Local Agency, State, or Federal Funds for Lobbying**

- 27 1. ENGINEER certifies to the best of his or her knowledge and belief that:
 - 28 a. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of
29 ENGINEER to any person for influencing or attempting to influence an officer or employee of any
state or federal agency; a Member of the State Legislature or United States Congress; an officer or

1 employee of the Legislature or Congress; or any employee of a Member of the Legislature or
2 Congress, in connection with the awarding of any state or federal contract; the making of any state or
3 federal grant; the making of any state or federal loan; the entering into of any cooperative agreement,
4 and the extension, continuation, renewal, amendment, or modification of any state or federal contract,
5 grant, loan, or cooperative agreement.

6 b. If any funds other than federal appropriated funds have been paid, or will be paid to any person for
7 influencing or attempting to influence an officer or employee of any federal agency; a Member of
8 Congress; an officer or employee of Congress, or an employee of a Member of Congress; in
9 connection with this federal contract, grant, loan, or cooperative agreement; ENGINEER shall
10 complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with
11 its instructions.

12 2. This certification is a material representation of fact upon which reliance was placed when this transaction
13 was made or entered into. Submission of this certification is a prerequisite for making or entering into this
14 transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required
15 certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for
16 each such failure.

17 3. ENGINEER also agrees by signing this document that he or she shall require that the language of this
18 certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub
19 recipients shall certify and disclose accordingly.

20 **W. Ownership of Data**

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

24 **X. Confidentiality of Data**

25 1. All financial, statistical, personal, technical or other data and information which is designated confidential
26 by COUNTY or AGENCIES, and made available to ENGINEER in order to carry out this contract, shall be
27 protected by ENGINEER from unauthorized use and disclosure.

28 2. Permission to disclose information on one occasion for a public hearing held by COUNTY or AGENCIES
29 relating to the contract shall not authorize ENGINEER to further disclose such information or disseminate
the same on any other occasion.

- 1 3. ENGINEER shall not comment publicly to the press or any other media regarding the contract, including
2 COUNTY or Agencies actions regarding this contract. Communication shall be limited to COUNTY,
3 Agency or ENGINEER's staff that are involved with the project, unless ENGINEER shall be requested by
4 COUTY to attend a public hearing or respond to questions from a Legislative committee.
- 5 4. Each subcontract shall contain provisions similar to the foregoing related to the confidentiality of data and
6 nondisclosure of the same.
- 7 5. ENGINEER shall not issue any news release or public relations item of any nature whatsoever regarding
8 work performed or to be performed under this contract without prior review of the contents thereof by
9 COUNTY and receipt of COUNTY's written permission.

10 **Y. Funding Requirements**

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

19 **ARTICLE V • PERFORMANCE**

20 **A. Performance Period**

- 21 1. This Contract shall begin upon notification to proceed by the COUNTY CONTRACT MANAGER.
- 22 2. ENGINEER is advised that any recommendation for contract award is not binding on COUNTY until the
23 proposed contract is fully executed and approved by COUNTY.
- 24 3. ENGINEER shall perform WORK ASSIGNMENT services in accordance with the provisions set forth in
25 Appendix B, Schedule of Services, which is attached hereto and incorporated herein by reference and in
26 accordance with the terms specifically set forth for each WORK ASSIGNMENT.
- 27 4. Where ENGINEER is required to prepare and submit studies, reports, plans, etc., to COUNTY, these
28 shall be submitted in draft as scheduled, and the opportunity provided for COUNTY to offer comments
29 prior to final submission.
5. When COUNTY determines that ENGINEER has satisfactorily completed the WORK ASSIGNMENT

1 services, COUNTY may give ENGINEER a written Notice of Final Acceptance. ENGINEER shall not incur
2 any further costs hereunder unless so specified in the Notice of Final Acceptance. ENGINEER may
3 request a Notice of Final Acceptance determination when, in its opinion, it has satisfactorily completed all
4 covenants as stipulated in this contract.

5 6. Time is of the essence in this contract.

6 **B. Time Extensions**

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

13 2. COUNTY's findings of fact shall be final and conclusive to the parties hereto. However, this is not
14 intended to deny ENGINEER it's civil legal remedies in the event of a dispute.

15 **C. Reporting Progress**

16 To ensure understanding and performance of the contract objectives, meetings between COUNTY,
17 AGENCIES, and ENGINEER shall be held as often as deemed necessary. All work objectives,
18 ENGINEER's work schedule, the terms of the contract and any other related issues will be discussed
19 and/or resolved. ENGINEER shall keep minutes of meetings and distribute copies of minutes as
20 appropriate.

21 **D. Evaluation of ENGINEER**

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

23 **ARTICLE VI • COMPENSATION**

24 **A. Work Authorization**

25 ENGINEER shall not commence performance of any WORK ASSIGNMENT services until so directed by
26 the COUNTY CONTRACT MANAGER. No payment will be made prior to approval of this contract and
27 the issuance of a WORK ASSIGNMENT.

28 **B. Basis of Compensation**

29 1. WORK ASSIGNMENT services as provided under this contract and as described in the Scope of
Services and each WORK ASSIGNMENT, shall be compensated for as defined in Appendix C, Budget,

1 which is attached hereto and incorporated herein by reference. The total amount of this contract is not to
2 exceed \$250,000.00 per fiscal year

- 3 2. Prior authorization in writing by the COUNTY CONTRACT MANAGER will be required before ENGINEER
4 enters into any non-budgeted purchase order or subcontract exceeding \$500 for supplies, equipment or
5 consultant services. ENGINEER shall provide an evaluation of the necessity or desirability of incurring
6 such costs.
- 7 3. For purchase of any item, service or consulting work not covered in ENGINEER's proposal and
8 exceeding \$500, with prior authorization by the COUNTY CONTRACT MANAGER, three competitive
9 quotations shall be submitted with the request, or the absence of bidding shall be adequately justified.
- 10 4. Any equipment purchased as a result of this contract is subjected to the following: ENGINEER shall
11 maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a
12 useful life of at least two years and an acquisition cost of \$500 or more. If the purchased equipment
13 needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit. At the
14 conclusion of the contract or if the contract is terminated, ENGINEER may either keep the equipment and
15 credit COUNTY in an amount equal to its fair market value or sell such equipment at the best price
16 obtainable at a public or private sale in accordance with established COUNTY procedures and credit
17 COUNTY in an amount equal to the sales price. If ENGINEER elects to keep the equipment, fair market
18 value shall be determined, at ENGINEER's expense, on the basis of a competent independent appraisal
19 of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable by COUNTY, and
20 ENGINEER. If it is determined to sell the equipment, the terms and conditions of such sale must be
21 approved in advance by COUNTY and AGENCIES.
- 22 5. The consideration to be paid ENGINEER, as provided herein, shall be in compensation for all of
23 ENGINEER's expenses incurred in the performance hereof, including travel and per diem, unless
24 otherwise expressly so provided.
- 25 6. ENGINEER agrees that the Code of Federal Regulations Section 49, Part 18, Uniform Administrative
26 Requirements for Grants and Cooperative Agreements to State and Local Governments shall be used to
27 determine the allowability of individual items of cost.
- 28 7. ENGINEER also agrees to comply with Federal procedures in accordance with Office of Management
29 and Budget Circular A-102, Uniform Administrative Requirements for Grants-in-Aid to State and Local
Governments.

1 8. In the event of errors or omissions in any work product, ENGINEER shall perform the necessary
2 engineering services required to correct such errors and omissions without additional charge to COUNTY.

3 **C. Progress Payments**

4 1. ENGINEER shall submit separate invoices for each WORK ASSIGNMENT in accordance with Appendix
5 C, Budget, the executed WORK ASSIGNMENT, and in accordance with COUNTY Engineering Services
6 Invoicing Procedures.

7 2. ENGINEER shall submit an invoice each month for services performed during the preceding month.
8 Invoices shall be submitted to the COUNTY CONTRACT MANAGER.

9 3. Payments will be made as promptly as fiscal procedures will permit upon receipt by the COUNTY
10 CONTRACT MANAGER of itemized invoices.

11 **ARTICLE VII • GIS INFORMATION**

12 A. "GIS Information" shall include GIS digital files (including the information or data contained therein) and any
13 other information, data, or documentation from County GIS (regardless of medium or format) that is provided
14 pursuant to this contract.

15 B. ENGINEER acknowledges that the unauthorized use, transfer, assignment, sublicensing, or disclosure of the
16 GIS information, documentation, or copies thereof will substantially diminish their value to COUNTY.
17 ENGINEER acknowledges and agrees that COUNTY GIS information is a valuable proprietary product,
18 embodying substantial creative efforts, trade secrets, and confidential information and ideas. COUNTY GIS
19 information is and shall remain the sole property of COUNTY; and there is no intention of COUNTY to transfer
20 ownership of COUNTY GIS information.

21 C. COUNTY GIS information is made available to ENGINEER solely for use in the normal course of
22 ENGINEER's business to produce reports, analysis, maps and other deliverables only for this contract and as
23 described within the Scope of Services or authorized WORK ASSIGNMENTS.

24 D. ENGINEER agrees to indemnify and hold harmless COUNTY, its officers, employees and agents from any
25 and all liabilities, claims, actions, losses or damages relating to or arising from ENGINEER's use of COUNTY
26 GIS information.

27 E. GIS information cannot be used for all purposes; and GIS information may not be complete for all purposes.
28 Additional investigation or research by ENGINEER into other sources will be required. GIS information is
29 intended only as an information base and is not intended to replace any legal records. COUNTY has used
and will continue to use its best efforts to correctly input into COUNTY GIS the information contained in

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various legal and other records; but COUNTY accepts no responsibility for any conflict with actual legal records or for information not transferred from legal records to COUNTY GIS. COUNTY has attempted to update GIS information as often as is practically feasible. However, ENGINEER should be aware that GIS information may not be current and changes or additions to the information contained in COUNTY GIS may not yet be reflected in COUNTY GIS.

- F. COUNTY accepts no responsibility for the use of GIS information; and COUNTY provides no warranty for the use of COUNTY GIS or COUNTY GIS information by ENGINEER. THE WARRANTIES SPECIFICALLY SET FORTH IN THIS CONTRACT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND SUCH OTHER WARRANTIES ARE HEREBY EXCLUDED.
- G. Final plans, drawings or other work product will be provided in an electronic format suitable for inclusion within the COUNTY GIS or CADD Systems by ENGINEER and will contain the appropriate meta data and will be geographically registered using a appropriate coordinate system such as the California State Plane Coordinate System NAD 83.

ARTICLE VIII • APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

 Dated: 3/21/16

JUAN C. PEREZ
Director of Transportation and Land Management

APPROVED AS TO FORM:

GREGORY P. PRIAMOS, COUNTY COUNSEL

 Dated: 4/4/16
By Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

_____ Dated: _____

PRINTED NAME
Chairman, Riverside County Board of Supervisors


ATTEST:

_____ Dated: _____

KECIA HARPER-IHEM
Clerk of the Board (SEAL)

ENGINEER Approvals

ENGINEER:

 Dated: 2/16/2016

MATT ULUKAYA
PRINTED NAME
VICE PRESIDENT
TITLE

ENGINEER:

 Dated: 2-16-16

JEFFREY KHOURY
PRINTED NAME
VICE PRESIDENT
TITLE



APPENDIX A • ARTICLE AI • INTRODUCTION

A. DESCRIPTION

Services provided under this contract will be performed on an on-call basis to the COUNTY for engineering related WORK ASSIGNMENTS located throughout the COUNTY. ENGINEER will provide technical, administrative, managerial and other types of services in support of COUNTY operations.

B. COORDINATION

ENGINEER may be required to coordinate with other involved agencies. Coordination may include, but will not necessarily be limited to the following:

- Relevant Cities
- Regional Water Quality Control Board
- Federal and State Resource Agencies
- CALTRANS
- Federal Highway Administration
- Utility Companies

All meetings with outside agencies will be scheduled by ENGINEER with approval of COUNTY.

C. STANDARDS

Standards will be determined on an assignment by assignment basis.

D. KEY PERSONNEL

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

Name	Position
Bill Hagmaier, P.E.	Project Manager

ARTICLE AII • PROJECT ADMINISTRATION

A. PROJECT MANAGEMENT

1. The ENGINEERING CONTRACT MANAGER will maintain ongoing liaison with the COUNTY CONTRACT MANAGER and other effected agencies to promote effective coordination during the course of working on assignment.

B. COST ACCOUNTING

1. The ENGINEER will prepare monthly reports of expenditures for each on-call assignment. Expenditures include direct labor costs, other direct costs and subconsultant costs. These reports will be included as

1 supporting data for invoices presented to the COUNTY every month.

2 **C. SCHEDULING**

- 3 1. Schedules will be prepared for each specific assignment.

4 **ARTICLE AIII • SCOPE OF WORK**

5 The scope of work for this contract is to provide on-call services to the COUNTY for engineering related WORK
6 ASSIGNMENTS located throughout the COUNTY. Services will be performed at the request of the COUNTY
7 CONTRACT MANAGER. ENGINEER and/or COUNTY shall prepare a written scope of work and schedule for
8 each WORK ASSIGNMENT. ENGINEER and COUNTY shall negotiate and establish a budget that is consistent
9 with the scope of work and the ENGINEER's billing rates as provided in Appendix C. Each WORK ASSIGNMENT
10 shall be memorialized in writing and approved by the TLMA Director and by the ENGINEERING CONTRACT
11 MANAGER or authorized designees. The yearly sum of the authorized budget for ENGINEER's WORK
12 ASSIGNMENTS shall not exceed the maximum annual amount as defined in Appendix C.

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

14 **A. TRANSPORTATION/LAND USE PLANNING TASKS**

- 15 1. Perform planning studies.
- 16 2. Perform transportation modeling.
- 17 3. Perform traffic impact studies.
- 18 4. Review traffic impact studies.
- 19 5. Prepare Grant funding applications.
- 20 6. Review drainage studies/ Water Quality Management Plans (WQMP) for Development projects and
21 provide comments and/or Conditions of Approval.
- 22 7. Review and recommend approvals of improvement plans for Development projects, including verification
23 of compliance with Conditions of Approval, County ordinances and general engineering practices.
- 24 8. Provide other transportation planning related professional services as required.

25 **B. ENGINEERING TASKS**

- 26 1. Perform drainage analysis and prepare hydrology reports.
- 27 2. Perform environmental studies and prepare environmental reports, including WQMPs.
- 28 3. Perform quantity take offs and prepare engineer estimates.
- 29 4. Prepare engineering plans and specifications.

- 1 5. Prepare landscaping plans and specifications.
- 2 6. Prepare Structural Plans and specifications.
- 3 7 Prepare NPDES erosion control plans/ WQMP implementation plans.
- 4 8. Prepare Right-of-way requirement maps.
- 5 9. Perform utility coordination activities.
- 6 10. Prepare Agreement Preparation.
- 7 11. Prepare engineering land surveys.
- 8 12. Perform public outreach.
- 9 13. Provide other roadway/highway engineering related professional services as required.

C. TRAFFIC ENGINEERING TASKS

- 11 1. Prepare traffic engineered design plans.
- 12 2. Prepare Pavement delineation and signing plans.
- 13 3. Prepare Stage construction and traffic handling plan.
- 14 4. Prepare Signal plans.
- 15 5. Perform traffic signal coordination timing analysis using Syncro.
- 16 6. Perform traffic engineering studies and reports.
- 17 7 Intelligent transportation systems (ITS) planning.
- 18 8. Provide other traffic engineering related professional services as required.

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APPENDIX B • ARTICLE BI • INTRODUCTION

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ENGINEER shall perform the covenants set forth in Appendix A, Scope of Services in accordance with the performance requirements of Article V of this contract and with the following Schedule of Services. This contract shall permit the issuance of WORK ASSIGNMENTS until June 30, 2018. COUNTY and ENGINEER may enter into a one-year supplemental extension to this contract for the purpose of authorizing WORK ASSIGNMENTS. This contract may be extended up to two times, for a period not to exceed two years from the original termination date of the contract. All authorized WORK ASSIGNMENTS shall be completed within two years of the final authorized date for approving WORK ASSIGNMENTS. All Covenants set forth in this contract shall therefore be completed by June 30, 2019, unless extended by supplemental agreement.

Contract expiration time frames for issuance of work authorizations...

Contract	Contract Execution Date to June 30, 2018		
Supplement 1	July 1, 2018 to June 30, 2019	TLMA Director or Board Approval	
Supplement 2	July 1, 2019 to June 30, 2020	TLMA Director or Board Approval	

Deliverables schedules will be prepared for each specific Work Assignment that ENGINEER is assigned.

1 Satisfactory performance and completion of the services under this contract shall be compensated based upon
2 the Fee Schedule outlined below and based on a negotiated budget for each specific WORK ASSIGNMENT.

3 COUNTY will compensate ENGINEER for hours worked by ENGINEER's staff in performance of the work in
4 accordance with the attached Fee Schedule. Actual costs for a WORK ASSIGNMENT shall not exceed the
5 estimated costs. If actual costs exceed the estimated costs, a new separate WORK ASSIGNMENT and
6 associated fee must be authorized for the additional services. The sum of the WORK ASSIGNMENTS authorized
7 during each year shall not exceed the maximum annual amount of the contract.

8 **APPENDIX C • ARTICLE CI • ELEMENTS OF COMPENSATION**

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

11 **A. DIRECT LABOR COSTS**

12 Direct Labor costs shall be paid in an amount equal to the billing rates provided in section ARTICLE CV •
13 BILLING RATES. Billing rates for staff positions not listed in the billing rates will be based on negotiated rates
14 for each

15 **B. OTHER DIRECT EXPENSES**

16 Additional Direct Costs, directly identifiable to the performance of the services of this contract, shall be
17 reimbursed at the rates defined in each WORK ASSIGNMENT, or at actual invoiced cost.

18 Travel by air and travel in excess of 100 miles from ENGINEER's office nearest to COUNTY's office must
19 have COUNTY's prior written approval to be reimbursed under this Contract.

20 **C. OUTSIDE SERVICES**

21 Outside services shall be paid in accordance with the negotiated cost proposal for each WORK
22 ASSIGNMENT.

23 **ARTICLE CII • INVOICING**

24 ENGINEER shall submit invoices in accordance with the Engineering Services Contract ARTICLE VI •
25 COMPENSATION and with the following requirements.

- 26 1. Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed
27 in writing by the COUNTY CONTRACT MANAGER.
- 28 2. Billings for direct labor, other direct expenses and outside services shall be included in ENGINEER's
29

1 monthly invoice submittals and shall be in conformance with the COUNTY Engineering Services Invoicing
2 Procedures.

- 3 3. The charges for each individual assigned under this Contract shall be listed separately.
- 4 4. Charges of \$500.00 or more for any one item of Additional Direct Costs shall be accompanied by
- 5 substantiating documentation such as invoices, telephone logs, etc.
- 6 5. Each invoice shall bear a certification signed by the ENGINEERING CONTRACT MANAGER or an
- 7 officer of the firm, which reads as follows:

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

10 **ARTICLE CIII • PAYMENT**

11 Progress payments shall be made in accordance with the Engineering Services Contract ARTICLE VI •
12 COMPENSATIONS.

13 **ARTICLE CIV • COST PROPOSAL**

14 The total annual amount of services to be performed under this contract is not to exceed \$350,000 unless
15 approved in writing by COUNTY.

16 **Annual Budget Amounts...**

17 Year	Amount
18 Contract Execution Date to June 30, 2016	\$350,000
19 July 1, 2016 to June 30, 2017	\$350,000
20 July 1, 2017 to June 30, 2018	\$350,000
21 July 1, 2018 to June 30, 2019	\$350,000 Requires TLMA Director or Board Approval
22 July 1, 2019 to June 30, 2020	\$350,000 Requires TLMA Director or Board Approval

23 **ARTICLE CV • BILLING RATES**

24 Billing Rates are given below and are subject to the following:

25 **A. PREMIUM OVERTIME**

26 Billing Rates shall be applicable to both straight time and overtime work, unless payment of a premium for
27 overtime work is required by law, regulation or craft agreement, or is otherwise specified in this contract. In
28 such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier.
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B. BILLING RATES

Billing Rates shown herein are in effect for three years following the effective date of the contract. Thereafter, ENGINEER may request adjustments to individual rates on an annual basis. ENGINEER shall notify COUNTY in writing requesting a change in the rates included herein. All adjustments to rates shall be subject to approval by the TLMA Director, or his designee.

BILLING RATES WORKSHEET

COMPANY:

AECOM

SCOPE OF WORK:

On-Call Roadway/Highway Engineering Services

DATE:

December 21, 2015**BILLING RATES**

STAFF NAME	TITLE	RATE
William Hagmaier	Project Manager	\$232.70
Jansen Ting	Quality Engineer	\$189.72
Dat Nguyen	Engineer 4	\$175.30
Alex Lam	Engineer 2	\$128.66
Engchong Voon	Engineer 2	\$132.06
Gary Sjin	Senior Engineer	\$205.10
Julie Neal	Project Administrative	\$96.56
Jun Quineveva	Engineer 3	\$162.25
Carmen Gendusa	Senior Engineer	\$207.27
Ed Landes	Sr CADD	\$146.88

BILLING RATES WORKSHEET

COMPANY:

Diaz Yourman and Associates

SCOPE OF WORK:

On-Call Roadway/Highway Engineering Services

DATE:

December 9, 2015

BILLING RATES

STAFF NAME	TITLE	RATE
Chris Diaz	Principal	\$268.68
V.R. (Nadesh) Nadeswaran	Principal	\$268.68
Allen Yourman	Principal	\$255.27
Gerald Diaz	Principal	\$255.27
Saroj Weeraratne	Associate II	\$209.70
Gary Gilbert	Associate II	\$209.70
S. Niranjana	Associate II	\$202.94
Matt Dennerline	Associate II	\$189.17
Clint Isa	Associate I	\$171.97
Ted Reinart	Staff II	\$114.60
Thiyagarajah Sutharsan	Staff II	\$107.59
Charles Chen	Staff II	\$108.80
Esteban Villanueva	Staff II	\$101.40
Saul Cuautle	Staff II	\$101.40
Kelly Shaw	Staff I	\$85.98
Ashley Helma	CADD	\$80.94
Deanna Rose	Technical Editor/Word Processor	\$123.43

BILLING RATES WORKSHEET

COMPANY:

PSOMAS

SCOPE OF WORK:

On-Call Roadway/Highway Engineering Services

DATE:

December 10, 2015**BILLING RATES**

STAFF NAME	TITLE	RATE
Bernie McInally, PLS	Survey Project Manager	\$280.00
Mark Counts, PLS	Project Surveyor	\$175.00
Jared Smith	Survey Technician	\$120.00
Samantha Kidwell	Project Assitant	\$95.00
TBD	2-Person Survey Crew	\$285.00
TBD	3-Person Survey Crew	\$385.00

BILLING RATES WORKSHEET

COMPANY: LIN Consulting, Inc.	SCOPE OF WORK: On-Call Roadway/Highway Engineering Services	DATE: December 10, 2015
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BILLING RATES

STAFF NAME	TITLE	RATE
Denwun Lin	Principal-In-Charge	\$194.82
William Sun	Principal-In-Charge	\$194.82
Gary Hansen	Sr. Project Manager	\$173.18
Saul Kane	Sr. Project Manager	\$170.08
Rey Galura	Sr. Project Manager	\$154.62
Raghu Kommidi	Sr. Project Manager	\$154.62
John Merrill	Sr. Project Manager	\$163.90
George Wang	Senior Engineer	\$154.62
Eric Ji	Senior Engineer	\$131.43
Ryan Woo	Project Engineer	\$110.56
Kai-Yee (Benny) Yau	Project Engineer	\$103.60
Ryan Walbert	Project Engineer	\$81.95
Veethima (Vicky) Jongitsamrit	Project Engineer	\$77.31
Anh Dinh	Intern	\$43.29
Steven Ng	Intern	\$43.29
Stephanie Chan	Intern	\$47.94

BILLING RATES WORKSHEET

COMPANY:

ICF International Inc

SCOPE OF WORK:

On-Call Roadway/Highway Engineering Services

DATE:

December 21, 2015**BILLING RATES**

STAFF NAME	TITLE	RATE
Andrew Bursan	Sr Consult I (Historic)	\$88.58
Brian Calvert	Project Director (Env PM)	\$249.09
Brittany Buscombe	Sr Consult I (GIS)	\$120.83
Daniel Paul	Sr Consultant II (Historic)	\$129.00
Daniela Sanaryan	Sr Consult II (NEPA/CEQA)	\$154.27
David Buehler	Project Director (Noise)	\$235.42
David Duncan	Assoc Consult III (GIS)	\$83.77
Denise Souliotes	Admin Tech (NEPA/CEQA docs)	\$54.46
Elizabeth Hilton	Sr Consult II (Historic)	\$103.33
Elizabeth Irvin	Assoc Consult I (Editing)	\$115.80
Eric Moskus	Assoc Consult II (Noise)	\$77.14
Jenelle Mountain-Castro	Asst Consult (Administration)	\$88.49
Jennifer Stock	Sr Consult II (Visual)	\$129.84
Jonathan Higginson	Sr Consult II (Noise)	\$144.31
Keith Cooper	Sr Tech Analyst (Air Quality)	\$186.49
Keturah Anderson	Sr Consult II (NEPA/CEQA)	\$153.97
Kolby Olson	Assoc Consult III (Biology)	\$90.22
Lisa Franklin	Assoc Consult III (Biology)	\$83.93
Mari Piantka	Sr Consult II (NEPA/CEQA)	\$166.31
Marisa Flores	Sr Consult I (Biology)	\$103.86
Mark Robinson	Sr Tech Analyst (Archaeology)	\$174.61
Matt McFalls	Sr Consult II (Air Quality)	\$114.66
Michael Richards	Sr Consult I (Archaeology)	\$96.36
Paul Schwartz	Sr Consult I (Biology)	\$120.18
Peter Hardie	Sr Consult II (Noise)	\$149.83
Richard Starzak	Sr Project Director (Cultural)	\$278.62
Rusty Whisman	Sr Consult I (Air Quality)	\$92.75
Saadia Byram	Assoc Consult I (Editing)	\$91.18
Soraya Swiontek	Sr Consult I (GIS)	\$97.81
Tanya Jones	Sr Consult I (NEPA/CEQA)	\$104.32
Tim Messick	Assoc Consult III (Visual Sims)	\$132.61
Youji Yasui	Sr Consult III (NEPA/CEQA)	\$157.36
Zack West	Managing Consult (Biology)	\$141.96