

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



520
A

FROM: TLMA - Transportation Department

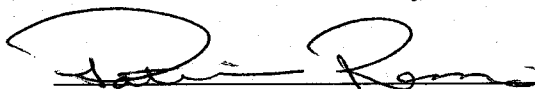
SUBMITTAL DATE:
July 5, 2012

SUBJECT: Engineering Services Agreement with AECOM Technical Services, Inc. to prepare Plans, Specifications and Estimates for the proposed widening of Fred Waring Drive between Adams Street and Port Maria Road.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Engineering Services Agreement between the COUNTY and AECOM Technical Service, Inc., and;
2. Authorize the Chairman to execute the same.

Patricia Romo
Deputy Director of Transportation



Juan C. Perez
Director of Transportation and Land Management

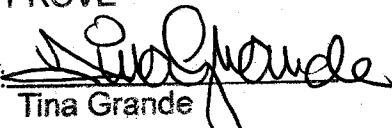
JCP:sw
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 598,565	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/2013

SOURCE OF FUNDS: Palm Desert Finance Authority (100%)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
There are no General Funds in this project.	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE


BY: 
Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Buster and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

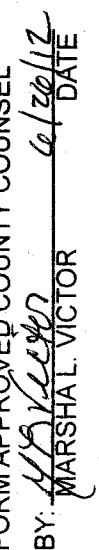
Ayes: Buster, Tavaglione, Benoit and Ashley
Nays: None
Absent: Stone
Date: July 17, 2012
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

Prev. Agn. Ref. 5/1/12, 3.36 | **District:** 4/4 | **Agenda Number:**

6/03/08, 3.75
11/02/10, 3.56

3.50

FORM APPROVED COUNTY COUNSEL
BY:  MARSHAL L. VICTOR
DATE: 6/26/12
Departmental Concurrence

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

The Honorable Board of Supervisors

RE: Engineering Services Agreement with AECOM Technical Services, Inc. to prepare Plans, Specifications and Estimates for the proposed widening of Fred Waring Drive between Adams Street and Port Maria Road.

July 5, 2012

Page 2 of 2

BACKGROUND: The Transportation Department is proposing to widen Fred Waring Drive to six lanes between Adams Street and Port Maria Road. The west-bound lanes of Fred Waring Drive through this segment are generally located within the County jurisdictional boundaries whereas the east-bound lanes are located within the City of La Quinta boundaries. Fred Waring is one of the identified regional arterials to be improved in the original Measure "A" program and identified in CVAG's Regional Arterial Program.

The Transportation Department has been working cooperatively with the City of La Quinta to define the appropriate scope of work necessary to widen Fred Waring Drive. On May 1st, 2012, the Board approved and executed a Memorandum of Understanding between the City of La Quinta and the County that defines the terms and conditions for the development and implementation of the proposed improvements. It was noted in the submittal package that the goal is to complete the environmental and final design work within a year and have this project out to construction by Spring 2013. The project will be funded in part with State Local Partnership Program (SLPP) Funds that have a required deadline to award a construction contract by June 2013.

The Transportation Department desires to use the firm of AECOM Technical Services, Inc. (AECOM) to provide the engineering services necessary to prepare final plans, specifications and estimates for the project. AECOM has provided the preliminary engineering services for the project under an on-call contract and is uniquely qualified to perform the required services within the required timeframe.

AECOM is on the Transportation Department's pre-qualified list of roadway design firms. The list was established through a Request for Proposals. Fifteen firms submitted qualifications and the top ten firms (based on evaluations of the proposals) were interviewed. Representatives from Caltrans and the Riverside County Transportation Department evaluated the written proposals and interviews.

As noted above, AECOM has been selected as the firm to provide the needed services for this project. A not to exceed budget of \$598,565 (including \$50,000 contingency) was negotiated between AECOM and the Transportation Department. The services to be provided include preparation of plans, specifications and estimates as well as providing construction support during construction.

Project No. B5-0689

Contract No. 12-06-003
Riverside County Transportation

ENGINEERING SERVICES AGREEMENT

for

Fred Waring Drive from Adams Street to Port Maria

between

County of Riverside • Transportation Department

and

AECOM Technical Services, Inc.



JUL 17 2012 350

Table of Contents

ARTICLE I • DESIGNATED CONTACTS	1
ARTICLE II • PROJECT DEFINITION	1
ARTICLE III • COOPERATIVE AGENCIES	1
A. Lead Agency	1
B. Cooperative Agencies	1
C. COUNTY/AGENCIES Standards	2
ARTICLE IV • CONDITIONS	2
A. Notifications	2
B. Assignment	2
C. Subcontracts	2
D. Modifications	2
E. COUNTY Directives	3
F. Liability	3
G. Indemnification and Defense	4
H. Quality Control	5
I. Value Engineering	5
J. Extra Work	6
K. Disputes	6
L. Termination Without Cause	7
M. Termination for Lack of Performance	7
N. Insurance	7
O. Conflict of Interest	10
P. Legal Compliance	11
Q. Nondiscrimination	11
R. Labor Code and Prevailing Wages	12
S. Review and Inspection	13
T. Record Retention / Audits	13
U. Ownership of Data	13
V. Confidentiality of Data	13
W. Funding Requirements	14
ARTICLE V • PERFORMANCE	14
A. Performance Period	14
B. Time Extensions	15
C. Reporting Progress	15
D. Evaluation of ENGINEER	16
ARTICLE VI • COMPENSATION	16
A. Work Authorization	16
B. Basis of Compensation	16
C. Progress Payments	17
ARTICLE VII • GIS INFORMATION	18
ARTICLE VIII • APPROVALS	20
APPENDICES	
1. Scope of Services	A1
2. Schedule of Services	B1
3. Budget	C1

ENGINEERING SERVICES AGREEMENT

COUNTY OF RIVERSIDE, hereinafter referred to as "COUNTY", and AECOM Technical Services, Inc., hereinafter referred to as "ENGINEER", located at the following addressees:

County of Riverside • Transportation Department	AECOM Technical Services, Inc.
4080 Lemon Street, 8 th Floor	901 Via Piemonte, 5th 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 PROJECT MANAGER, and a COUNTY PROJECT MANAGER.

The ENGINEERING PROJECT MANAGER for ENGINEER shall be:

Edward Ng

The COUNTY PROJECT MANAGER for COUNTY shall be:

C. Scott Staley

ARTICLE II • PROJECT DEFINITION

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

ARTICLE III • COOPERATIVE AGENCIES

A. Lead Agency

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

B. Cooperative Agencies

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

CVAG, City of La Quinta

1 **C. COUNTY/AGENCIES Standards**

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

5 **ARTICLE IV • CONDITIONS**

6 **A. Notifications**

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

12 **B. Assignment**

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

15 **C. Subcontracts**

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

25 **D. Modifications**

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

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

11 **E. COUNTY Directives**

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

14 **F. Liability**

- 15 1. ENGINEER has total responsibility for the accuracy and completeness of all data, reports, plans,
16 specifications and estimates prepared for this PROJECT and shall check all such material accordingly.
17 COUNTY will review all work product deliverables. The responsibility for accuracy and completeness of
18 such items remains solely that of ENGINEER. Neither COUNTY'S review or approval shall give rise to
19 any liability or responsibility on the part of COUNTY, or waive any of COUNTY'S rights, or relieve
20 ENGINEER of its professional responsibilities or obligations under this contract.
- 21 2. The plans, designs, estimates, calculations, reports and other documents furnished in accordance with
22 the Scope of Services shall meet the criteria for acceptance and be a product of neat appearance, well
23 organized, technically and grammatically correct, checked and having the preparer and checker
24 identified. The minimum standard of appearance, organization and contents shall be of similar types
25 produced by COUNTY and AGENCIES. If any work product submitted is not complete and ready for use
26 by COUNTY, it shall be marked "Draft" or similar designation to indicate it is not ready for use by
27 COUNTY. COUNTY expects that all work product not so designated is ready for and can be used on
28 PROJECT.
- 29 5. The page identifying preparers of engineering reports, the title sheet for specifications and each sheet of

1 plans, shall bear the professional seal, certificate number, registration classification, expiration date of the
2 certificate, and signature of the professional engineer(s) responsible for their preparation.

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

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

11 8. ENGINEER, and the agents and employees of ENGINEER, in the performance of this contract, shall act
12 in an independent capacity and not as officers, employees or agents of COUNTY.

13 **G. Indemnification and Defense**

14 1. The ENGINEER agrees to and shall indemnify and hold harmless the County of Riverside, its Agencies,
15 Districts, Departments and Special Districts, their respective directors, officers, Board of Supervisors,
16 elected and appointed officials, employees, named agents and representatives (hereinafter individually
17 and collectively referred to as "Indemnitees") from all liability, including, but not limited to loss, suits,
18 claims, demands, actions, or proceedings caused by any alleged or actual negligence, recklessness,
19 willful misconduct, errors or omissions of ENGINEER, its directors, officers, partners, employees, agents
20 or representatives or any person or organization for whom ENGINEER is responsible, arising out of or
21 from the performance of services under this Agreement. To the extent a loss, suit, claim, demand, action,
22 or proceeding is based on actual or alleged acts or omissions of ENGINEER which are not design
23 professional services, ENGINEER shall indemnify Indemnitees whether or not ENGINEER is negligent.

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

28 3. ENGINEER shall defend and pay, at its sole expense, all costs and fees, including but not limited to
29 attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or

1 proceedings based or alleged to be based on any act or omission of ENGINEER arising out of or from the
2 performance of services under this contract. The duty to defend applies to any alleged or actual
3 negligence, recklessness, willful misconduct, error or omission of ENGINEER. The duty to defend shall
4 apply whether or not ENGINEER is a party to the lawsuit, and shall apply whether or not ENGINEER is
5 directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or
6 found to be actively negligent, unless the act or omission at issue was caused by the sole active
7 negligence of Indemnitees.

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

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

13 **H. Quality Control**

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

25 **I. Value Engineering**

26 1. Elements of PROJECT may be considered for Value Engineering Studies. To this end, the COUNTY
27 PROJECT MANAGER may direct the ENGINEER to examine the various elements of a design segment
28 and submit an informal written statement or memorandum addressing those elements where it appears
29 significant savings and other advantages can be realized. The statement shall be sufficiently informative

1 to enable COUNTY to determine whether to direct a detailed Value Engineering Study or possibly direct
2 immediate design changes where the value of the change is apparent without the need of detailed study
3 and analysis.

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

7 **J. Extra Work**

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

16 **K. Disputes**

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

1 agreement may be settled by arbitration in accordance with the rules of the American Arbitration
2 Association, provided that the parties mutually agree to submit to arbitration.

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

5 **L. Termination Without Cause**

6 1. COUNTY reserves the right to terminate this contract at COUNTY's discretion and without cause, upon
7 thirty (30) calendar days written notice to ENGINEER.

8 2. In the event of termination of the Agreement, upon demand, ENGINEER shall deliver to COUNTY all field
9 notes, surveys, studies, reports, plans, drawings, specifications, and all other materials and documents
10 prepared by or provided to ENGINEER in the performance of this contract. All such documents and
11 materials shall be property of COUNTY.

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

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

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

23 ENGINEER may terminate this Agreement upon thirty (30) days prior written notice to COUNTY in the event
24 of substantial failure by COUNTY to perform in accordance with the terms of this agreement.

25 **N. Insurance**

26 Without limiting or diminishing the ENGINEER'S obligation to indemnify or hold the COUNTY harmless,
27 ENGINEER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following
28 insurance coverage's during the term of this Agreement. As respects to the insurance section only, the
29 COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments,

1 their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or
2 representatives as Additional Insureds.

3 1. Workers' Compensation:

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

9 2. Commercial General Liability:

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

17 3. Vehicle Liability:

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

23 4. Professional Liability

24 ENGINEER shall maintain Professional Liability Insurance providing coverage for the ENGINEER's
25 performance of work included within this Agreement, with a limit of liability of not less then \$1,000,000 per
26 occurrence and \$2,000,000 annual aggregate. If ENGINEER's Professional Liability Insurance is written
27 on a claims made basis rather than an occurrence basis, such insurance shall continue through the term
28 of this Agreement and ENGINEER shall purchase at his sole expense either 1) an Extended Reporting
29 Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a

1 retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through
2 Certificates of Insurance that ENGINEER has Maintained continuous coverage with the same or original
3 insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

4 5. General Insurance Provisions - All lines:

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

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

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

1 operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified
2 original copies of endorsements and if requested, certified original policies of insurance including all
3 endorsements and any and all other attachments as required in this Section. An individual authorized
4 by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and
5 the Certificate of Insurance.

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

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

15 f. ENGINEER shall pass down the insurance obligations contained herein to all tiers of subconsultants
16 working under this Agreement.

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

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

21 **O. Conflict of Interest**

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

1 during, or after execution of this contract. ENGINEER understands that as a condition of this contract
2 ENGINEER agrees to complete the Conflict of Interest Statement when requested to do so by COUNTY.

3 **P. Legal Compliance**

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

8 **Q. Nondiscrimination**

- 9 1. During the performance of this contract, ENGINEER and its Subcontractors shall not act unlawfully
10 against any employee or applicant for employment because of race, religion, color, national origin,
11 ancestry, physical handicap, medical condition, marital status, age or sex. ENGINEER and
12 Subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government
13 Code, Section 12900 et seq.) and applicable regulations promulgated thereunder (California
14 Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment
15 and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of
16 Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference
17 and made a part hereof as if set forth in full. ENGINEER and its Subcontractors shall give written notice
18 of their obligations under this clause to labor organizations with which they have a collective bargaining or
19 other agreement.
- 20 2. ENGINEER will provide all information and reports required by the Regulations, or orders and instructions
21 issued pursuant thereto, and will permit access to its books, records, accounts, other sources of
22 information, and its facilities as may be determined by COUNTY or AGENCIES to be pertinent to
23 ascertain compliance with such Regulations, orders and instructions. Where any information required of
24 ENGINEER is in the exclusive possession of another who fails or refuses to furnish this information,
25 ENGINEER shall so certify to COUNTY, or the Federal Highway Administration as appropriate and shall
26 set forth what efforts he has made to obtain the information.
- 27 3. In the event of ENGINEER's noncompliance with the nondiscrimination provisions of this contract,
28 COUNTY shall impose such contract sanctions as it determines to be appropriate, including, but not
29 limited to:

- 1 • Withholding of payments to ENGINEER under the contract until ENGINEER complies;
- 2 • Cancellation, termination, or suspension of the contract in whole or in part.
- 3 4. ENGINEER shall include the nondiscrimination and compliance provisions of this clause in all
- 4 subcontracts to perform work under this contract.
- 5 5. ENGINEER shall comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR
- 6 21 through Appendix H and 23 CFR 710.405(b) are applicable to this contract by reference.

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

- 8 1. Certain Classifications of Labor under this contract may be subject to prevailing wage requirements.
- 9 2. Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with
- 10 Section 1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here
- 11 set forth in full. The parties recognize that said Chapter 1 deals, among other things with discrimination,
- 12 penalties and forfeitures, their disposition and enforcement, wages, working hours, and securing worker's
- 13 compensation insurance and directly effect the method of prosecution of the work by ENGINEER and
- 14 subject it under certain conditions to penalties and forfeitures. Execution of the contract by the parties
- 15 constitutes their agreement to abide by said Chapter 1, their stipulation as to all matters which they are
- 16 required to stipulate as to by the provisions of said Chapter 1, constitutes ENGINEER's certification that
- 17 he is aware of the provisions of said Chapter 1 and will comply with them and further constitutes
- 18 ENGINEER's certification as follows: "I am aware of the provisions of Section 3700 of the California Labor
- 19 Code which require every employer to be insured against liability for worker's compensation or to
- 20 undertake self-insurance in accordance with the provisions of that Code, and I will comply with such
- 21 provisions before commencing the performance of the work of this contract."
- 22 3. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem
- 23 wages applicable to the work, and for holiday and overtime work, including employer payments for health
- 24 and welfare, pension, vacation, and similar purposes, in the county in which the work is to be done have
- 25 been determined by the Director of the California Department of Industrial Relations. These wages are
- 26 available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov>.
- 27 4. Should a portion of the project contain Federal funding, Federal minimum wages shall be used. The
- 28 Federal minimum wage rates for this project as determined by the United States Secretary of Labor are
- 29 available from the U.S Department of Labor, Employment Standards Administration, Wage and Hour

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

11 **S. Review and Inspection**

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

14 **T. Record Retention / Audits**

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

24 **U. Ownership of Data**

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

28 **V. Confidentiality of Data**

- 29 1. All financial, statistical, personal, technical or other data and information which is designated confidential

1 by COUNTY or AGENCIES, and made available to ENGINEER in order to carry out this contract, shall be
2 protected by ENGINEER from unauthorized use and disclosure.

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

6 3. ENGINEER shall not comment publicly to the press or any other media regarding the contract, including
7 COUNTY or Agencies actions regarding this contract. Communication shall be limited to COUNTY,
8 Agency or ENGINEER's staff that are involved with the project, unless ENGINEER shall be requested by
9 COUTY to attend a public hearing or respond to questions from a Legislative committee.

10 4. Each subcontract shall contain provisions similar to the foregoing related to the confidentiality of data and
11 nondisclosure of the same.

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

15 **W. Funding Requirements**

16 1. All obligations of COUNTY are subject to appropriation of resources by various Federal, State and local
17 agencies.

18 2. This contract is valid and enforceable only if sufficient funds are made available to COUNTY for the
19 purpose of this PROJECT. In addition, this contract is subject to any additional restrictions, limitations,
20 conditions or any statute enacted by Congress, State Legislature or COUNTY that may affect the
21 provisions, terms or funding of this contract in any manner.

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

24 **ARTICLE V • PERFORMANCE**

25 **A. Performance Period**

26 1. This contract shall begin upon notification to proceed by the COUNTY PROJECT MANAGER.

27 2. ENGINEER is advised that any recommendation for contract award is not binding on COUNTY until the
28 proposed contract is fully executed and approved by COUNTY.

29 3. ENGINEER shall perform PROJECT services in accordance with the provisions set forth in Appendix B,

1 Schedule of Services, which is attached hereto and incorporated herein by reference.

- 2 4. Where ENGINEER is required to prepare and submit studies, reports, plans, etc., to COUNTY, these
3 shall be submitted in draft as scheduled, and the opportunity provided for COUNTY to offer comments
4 prior to final submission.
- 5 5. When COUNTY determines that ENGINEER has satisfactorily completed the PROJECT services,
6 COUNTY may give ENGINEER a written Notice of Final Acceptance. ENGINEER shall not incur any
7 further costs hereunder unless so specified in the Notice of Final Acceptance. ENGINEER may request a
8 Notice of Final Acceptance determination when, in its opinion, it has satisfactorily completed all covenants
9 as stipulated in this contract.
- 10 6. Time is of the essence in this contract.

11 **B. Time Extensions**

- 12 1. Any delay in providing PROJECT services required by this contract occasioned by causes beyond the
13 control and not due to the fault or negligence of ENGINEER, shall be the reason for granting an extension
14 of time for the completion of the aforesaid work. When such delay occurs, ENGINEER shall promptly
15 notify COUNTY in writing of the cause and of the extent of the delay whereupon COUNTY shall ascertain
16 the facts and the extent of the delay and grant an extension of time for the completion of the work when,
17 in COUNTY's judgment, their findings of fact justify such an extension of time.
- 18 2. COUNTY's findings of fact shall be final and conclusive to the parties hereto. However, this is not
19 intended to deny ENGINEER it's civil legal remedies in the event of a dispute.

20 **C. Reporting Progress**

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

appropriate.

D. Evaluation of ENGINEER

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

ARTICLE VI • COMPENSATION

A. Work Authorization

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

B. Basis of Compensation

1. PROJECT services as provided under this contract and as described in the Scope of Services, shall be compensated for as defined in Appendix C, Budget, which is attached hereto and incorporated herein by reference. The total amount of the contract is not to exceed \$598,565.62 and reimbursement is to be made at actual cost plus fixed fee for the following contractors:

• AECOM (Prime)	\$536,619.84
• Diaz-Yourman & Associates (Geotechnical Sub)	\$11,945.78
• Contingency	\$50,000.00

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

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

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

3. For purchase of any item, service or consulting work not covered in ENGINEER's proposal and exceeding \$500, with prior authorization by the COUNTY PROJECT MANAGER, three competitive quotations shall be submitted with the request, or the absence of bidding shall be adequately justified.

4. Any equipment purchased as a result of this contract is subjected to the following: ENGINEER shall

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

- 12 5. The consideration to be paid ENGINEER, as provided herein, shall be in compensation for all of
13 ENGINEER's expenses incurred in the performance hereof, including travel and per diem, unless
14 otherwise expressly so provided.
- 15 6. ENGINEER agrees that the Code of Federal Regulations Section 49, Part 18, Uniform Administrative
16 Requirements for Grants and Cooperative Agreements to State and Local Governments shall be used to
17 determine the allowability of individual items of cost.
- 18 7. ENGINEER also agrees to comply with Federal procedures in accordance with Office of Management
19 and Budget Circular A-102, Uniform Administrative Requirements for Grants-in-Aid to State and Local
20 Governments.
- 21 8. In the event of errors or omissions in the plans for PROJECT, ENGINEER shall perform the necessary
22 engineering services required to correct such errors and omissions without additional charge to COUNTY.

23 **C. Progress Payments**

- 24 1. ENGINEER shall submit monthly invoices for PROJECT Services in accordance with Appendix C,
25 Budget, and in accordance with COUNTY Engineering Services Invoicing Procedures.
- 26 2. ENGINEER shall submit an invoice each month for PROJECT services performed during the preceding
27 month. Invoices shall be submitted to the COUNTY PROJECT MANAGER and shall be included with a
28 Progress Report covering the same period as the submitted invoice.
- 29 3. Progress payments will be based on PROJECT services provided and actual costs incurred. Payments

1 made prior to the completion of each phase will not exceed the amount allowed in ENGINEER's cost
2 proposal for the completion of that phase and prior phases, unless approved in writing by the COUNTY
3 PROJECT MANAGER..

4 4. Progress payments will be made as promptly as fiscal procedures will permit upon receipt by the
5 COUNTY PROJECT MANAGER of itemized invoices. Payment should normally be provided within 30 to
6 45 days.

7 5. COUNTY will withhold the last 10 percent of the budget for preparation of PS&E documents. The 10
8 percent retainage is to be held after 90% of the PS&E phase has been billed and is not to be deducted
9 from each invoice. The amount retained will be paid to ENGINEER after COUNTY has approved
10 ENGINEER's plans, specifications and estimate.

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 PROJECT and
23 as described within the Scope of Services.

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

Fred Waring Drive from Adams Street to Port Maria

1 and will continue to use its best efforts to correctly input into COUNTY GIS the information contained in
2 various legal and other records; but COUNTY accepts no responsibility for any conflict with actual legal
3 records or for information not transferred from legal records to COUNTY GIS. COUNTY has attempted to
4 update GIS information as often as is practically feasible. However, ENGINEER should be aware that GIS
5 information may not be current and changes or additions to the information contained in COUNTY GIS may
6 not yet be reflected in COUNTY GIS.


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

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

ARTICLE VIII • APPROVALS

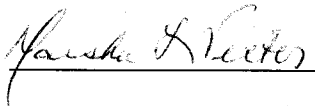
COUNTY Approvals

RECOMMENDED FOR APPROVAL:

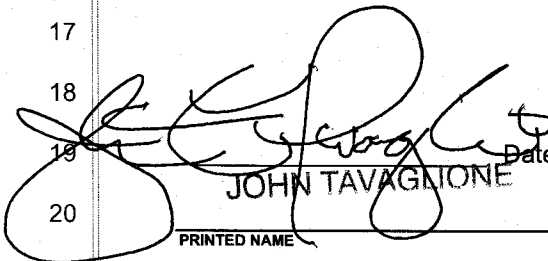
 Dated: 6/21/12
63 JUAN C. PEREZ
Director of Transportation

APPROVED AS TO FORM:

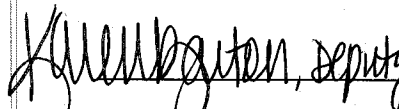
PAMELA J. WALLS, COUNTY COUNSEL

 Dated: 6/26/12
By Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

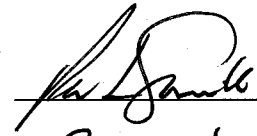
 Dated: JUL 17 2012
JOHN TAVAGNONE
Chairman, Riverside County Board of Supervisors

ATTEST:

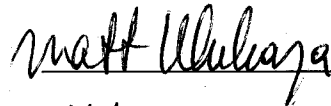
 Dated: JUL 17 2012
KECIA HARPER-IHEM
Clerk of the Board (SEAL)

ENGINEER Approvals

ENGINEER:

 Dated: 6/5/12
PATRICK L. SOMERVILLE
VICE PRESIDENT

ENGINEER:

 Dated: 6/5/12
MATT ULUKAYA
VICE PRESIDENT

APPENDIX A

ARTICLE A-I • INTRODUCTION

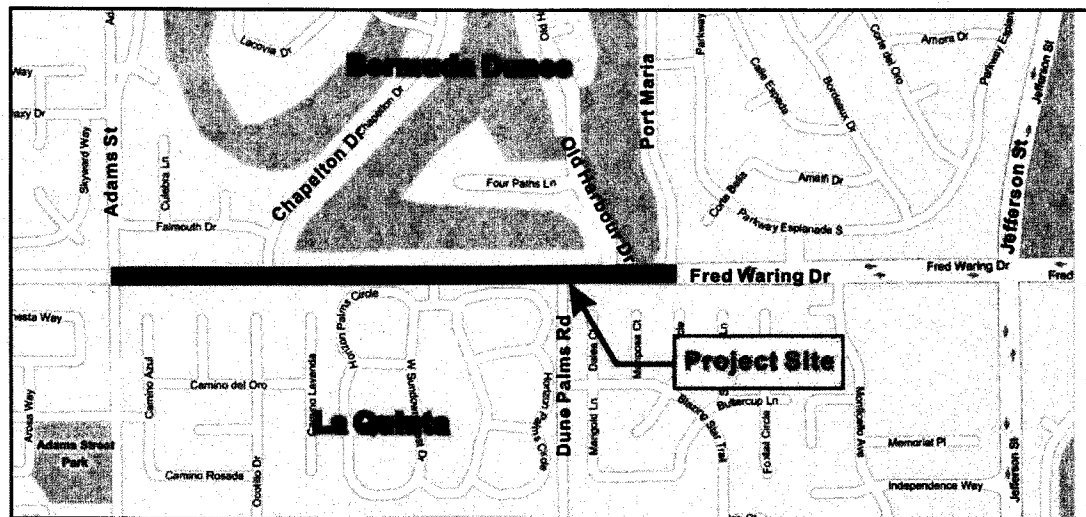
A. PROJECT DESCRIPTION

The project proposes to construct improvements along Fred Waring Drive from Adams Street to Port Maria Road in the City of La Quinta and eastern Riverside County. The project would widen the existing roadway from four to six lanes to be consistent with the City and County General Plans, which call for a six-lane arterial. The total project distance is approximately 0.65 mile.

The preliminary engineering/environmental phase is ongoing at this time. Two build alternatives are under consideration. The preferred alternative from this phase will be developed further in the final design phase.

B. LOCATION

The PROJECT is located on Fred Waring Drive from Adams Street to Port Maria Road.



C. COORDINATION

ENGINEER will coordinate with other involved agencies for compatible design and phasing of construction with existing conditions. Coordination may include, but will not necessarily be limited to the following:

- Coachella Valley Associated Governments (CVAG)
- City of La Quinta
- Utility Companies

- Property Owners

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

D. PHASES

The services performed by ENGINEER will be accomplished in four Phases:

Phase IIa – Final Design (Plans, Specifications & Estimates up to 65%)

Phase IIb – Final Design (Plans, Specifications & Estimates up to 100%)

Phase III – Construction Bid Support

Phase IV – Construction Support

Phase IIa will proceed upon written notice to proceed. The remaining phases will not proceed until authorized in writing by COUNTY.

E. STANDARDS

Plans and specifications will be prepared in accordance with the current COUNTY Road Improvement Standards and County Policies and Guidelines for Submittal of Plans, Specifications and Estimates. City of La Quinta standards will be applied as appropriate. Roadway plans will be prepared in Microstation format. Special Provisions will be prepared using Microsoft Word conforming to COUNTY format and content.

All Documents will be prepared using English standards and units of measurement.

F. 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 project manager has been secured.

The key personnel for performance of this PROJECT are:

Edward Ng, PE	Project Manager
Harry Clarke	Lead Landscape Architect

ARTICLE A-II • PROJECT ADMINISTRATION

A. PROJECT MANAGEMENT

The proposed work in this scope is a continuation of engineering services from the Preliminary Engineering phase into the PS&E phase of the project. The ENGINEER's project manager will continue ongoing liaison with the COUNTY project manager and other affected agencies to promote effective coordination during the course of project. ENGINEER will hold a PS&E phase kickoff meeting with the COUNTY to confirm the project scope, and establish a schedule for project coordination meetings and technical reviews for the PS&E phase. Monthly team meetings will be held to review progress of the project development and any issues and concerns. Additional coordination meetings with the COUNTY project manager and other representatives from affected agencies will be held on an as needed basis. The ENGINEER will prepare meeting agenda and minutes for each meeting and have these available for review within five (5) working days following the meeting.

B. BUDGETING

The ENGINEER will prepare budgets for each task and milestone for the PROJECT and use them as a basis for cost monitoring and control.

C. COST ACCOUNTING

The ENGINEER will prepare monthly reports of expenditures for the PROJECT by task and milestone. Expenditures include direct labor costs, overhead costs, other direct costs, and subconsultant costs. These reports will be included as supporting data for invoices presented to the COUNTY every month.

D. SCHEDULING

Within two (2) weeks from the Notice to Proceed (NTP) for the PS&E phase, the ENGINEER will provide a detailed project schedule for the PS&E comprised of milestones, major activities and deliverables to the COUNTY for review and comment. This schedule will reflect assumed review times necessary by all of the agencies involved. Review of the schedule will occur and adjustments will be made, if necessary, due to changes in circumstances.

1
2 **E. PROGRESS REPORTING**

3 Progress reports will be prepared in accordance with COUNTY guidelines. Reports will be required monthly
4 and will be accompanied by an invoice. The ENGINEER will assess physical percent complete and compare
5 it to the financial percent complete.
6

7 **ARTICLE A-III • SERVICES TO BE PROVIDED**

8 **A. GENERAL**

9 ENGINEER will provide professional and technical engineering services necessary to complete the
10 construction plans, specifications, and estimate. The preliminary engineering report will serve as the basis for
11 this scope of work. The design development for the proposed scope will follow the 65%, 95%, and 100%
12 design plans. The plans will be accompanied by an ENGINEER's estimate of project costs and technical
13 specifications. The major work elements of this proposal include:

- 14 • Roadway Design
- 15 • Structural Design for Retaining Walls and Sound Walls
- 16 • Drainage and Water Quality
- 17 • Traffic Signal, Signing, and Striping
- 18 • Electrical Design for Traffic Signal(s)
- 19 • Utility Coordination
- 20 • Right of Way Engineering
- 21 • Geotechnical Investigation for Walls Foundations
- 22 • Landscape Architecture and Site Restoration

23
24 **B. ROADWAY**

25 Roadway improvement plans and profiles will be prepared for the widening and reprofiling of the Fred
26 Waring Drive from Adams Street to Port Maria Road. Fred Waring Drive will be widened along the entire
27 northern side and along the southern side for approximately 0.25 miles just west of Dune Palms Road.
28 Separate roadway profiles will be developed for the north and south roadbeds with profiles to be shown
29 for the edge of pavement, top of curb, and top of median curbs as appropriate. It is anticipated that

1 colored concrete will be used along the north edge of the roadway for delineation of the vehicle
2 acceleration/deceleration for local residents entering and exiting their driveways, and for mail delivery and
3 other service vehicle parking.

4
5 **C. RETAINING WALLS AND SOUNDWALLS**

6 Retaining walls and soundwalls are anticipated to be required along Fred Waring Drive along the project.
7 Soundwalls will be located along the south side and to the heights in accordance with recommendations
8 of the Noise Study. The soundwalls may be designed as retrofits to existing walls, supplementary to the
9 existing walls, or replacement walls. The existing walls will be evaluated for suitability for retrofit and
10 supplementary wall options. Soundwalls will be designed to generally meet the existing style and
11 aesthetics and in accordance with local community preference.

12
13 Retaining walls are anticipated at some properties along the north side where there are grade differentials
14 between the offsite ground surface and the roadway or driveway grades. Retaining walls will be designed
15 to generally match the aesthetics and type of wall construction on the affected properties.

16
17 **D. DRAINAGE**

18 Prepare drainage culvert systems to allow passage of street runoff through the elevated street sections.
19 The system will perpetuate the existing drainage flow patterns. Drainage systems are assumed to consist
20 of cast in place rectangular concrete culverts located under the sidewalk and concrete parking strip.
21 Drainage system shall be designed to accommodate the tributary flows for a 100-yr storm. Drainage
22 system will include cleanouts and access for maintenance.

23
24 **E. LANDSCAPING AND SITE RESTORATION**

25 Properties along portions of the roadway that will be reprofiled may require offsite regrading and
26 improvements. These will typically be regraded driveways and grading transitions to the new driveway
27 grades. The driveways to be reconstructed will be replaced in kind with material and finish generally
28 matching the existing driveways. Landscaping and irrigation will be restored as closely as possible to
29 existing condition. Other offsite improvements that may require adjustment or modification include

1 fencing, gates, walkways, and hardscape. The extent that improvements will be reconstructed as part of
2 the construction contract versus compensation to property owners to make the necessary improvements
3 will be determined by COUNTY and their designated Right-of-Way agent.

4
5 ENGINEER will prepare construction documents denoting the impacted areas and the proposed
6 improvements for reconstruction of driveways, regrading, retaining walls, landscape and hardscape,
7 fences and gates. Cost estimates will be prepared for the proposed offsite reconstruction which may be
8 used as a basis for determining compensation in lieu of reconstruction by the COUNTY's construction
9 contract.

10
11 The Landscape tasks include:

- 12 • **Site Analysis:** Review and photograph existing site conditions and limits of work; note
13 preliminary options for site modifications for individual homeowners impacted by proposed
14 roadway widening project; and verify existing walls and fences, utilities and landscape and
15 hardscape conditions.
- 16 • **Project Coordination:** Conduct meeting with client to review existing site conditions and
17 constraints. Develop project approach, protocol, preliminary budgets and review preliminary
18 design concepts with adjacent individual property homeowners. Coordinate project submittal
19 process and scheduling.
- 20 • **Preliminary Landscape Design:** Coordinate and develop preliminary landscape design
21 treatments for project Landscaping and hardscape. Design concept to include street median,
22 retaining and sound walls and impacted homeowners along project boundary. Preliminary design
23 will be used to determine guidelines for developing design concepts for individual homeowners
24 impacted by the roadway widening project.
25 Coordinate and develop preliminary design concepts for individual homeowners impacted by
26 project. Design concept will develop landscape design retrofit of existing residences impacted by
27 the project and create design solutions to create an aesthetically pleasing landscape design that
28 will effectively blend their residence into the new roadway widening project. Design concept will
29 include modifying landscaping, hardscape and walls and fences as necessary to achieve overall

1 project appearance and goals. (Black & White Concept, No color). Twenty-four individual homes
2 are assumed.

3 • **Construction Cost Estimates:** Coordinate with COUNTY to develop construction cost estimates
4 for project streetscape and for individual homeowners design concepts. Construction cost
5 estimates to include itemized construction elements used to determine final design budgets.
6 Twenty-four individual homes are assumed.

7 • **Construction Documents:** Prepare necessary landscape construction documents for Street
8 Median Landscaping along project corridor used for public bid. Construction documents to be per
9 County specifications. Construction documents will include landscape and irrigation plans and
10 specifications.

11 • **La Quinta Palm Entrance Restoration:** Prepare conceptual landscape restoration redesign plan
12 depicting modified wall, landscaping and hardscaping proposed as part of the roadway widening
13 project. Design will also include relocation or replacement of development entry monument.

14 Prepare necessary landscape construction documents for La Quinta Palm Entrance Landscaping
15 restoration used for public bid. Construction documents to be per COUNTY specifications.
16 Construction documents will include landscape and irrigation plans and specifications.

17 • **Meetings with individual homeowners:** Will coordinate and meet with individual homeowners
18 to review the preliminary design concepts and make final design revisions based on this meeting.
19 It is assumed these will be 24 individual homeowner meetings at 2 hrs each plus coordination and
20 drive time. Six separate site visits to conduct meeting with homeowners are planned. Additional
21 required meetings will be extra.

22
23 All meetings with property owners will be coordinated through COUNTY.
24

25 F. MEDIAN LANDSCAPING

26 The raised medians will provide separation of the two roadbeds, provide left turn pockets, and provide
27 grade transition between the profiles of the north and south roadbeds. The median will be landscaped
28 with plantings and hardscape. ENGINEER will meet with City of La Quinta, COUNTY, and local
29 community representatives to establish criteria and design themes. ENGINEER will prepare

1 landscape/hardscape construction plan and details that will locate and identify landscape, hardscape and
2 paving enhancements within the medians. Irrigation plan and details will be prepared to layout all
3 proposed piping, valves, sprinkler heads, drip emitters or dripline, mainline, backflow prevention and
4 weather based controller for all planted areas. Identify location and needs for irrigation controller electric
5 service. Specify the water meter and coordinate with the local water purveyor. Prepare calculations and
6 documentation for landscape and irrigation systems for compliance with CalGreen requirements. Prepare
7 technical specifications for landscape construction, planting and irrigation. Prepare an opinion of probable
8 construction progress cost based upon the final drawings.

9
10 **G. TRAFFIC SIGNALS**

11 The existing traffic signals will be evaluated to determine their adequacy for the new lane configurations.
12 The reviews will include review of the number of signal heads, their placement in line with the new six
13 lane configuration, and the ability to withstand the current wind loading standards. Poles and facilities will
14 be reviewed against the proposed street improvements and will be relocated to accommodate the
15 proposed street improvements.

16 ENGINEER will prepare traffic signal modification plans for Fred Waring Drive/Dune Palms Road, and
17 Fred Waring Drive/Adams Street intersections. The plans will include existing and proposed traffic signal
18 poles, mast arms, safety lighting, vehicle signal and pedestrian head modifications to conform to the
19 proposed roadway widening per the current County/State Standards and based on the Manual on
20 Uniform Traffic Control Devices (MUTCD) and the California Supplement. The completed traffic signal
21 facilities and pedestrian crossing facilities at the ultimate locations will meet current County Standards
22 and ADA requirements and will be consistent with the ultimate intersection lane configurations. The
23 modification of the traffic signal will also include replacement of detector loops, video detection, extension
24 of conduits, and replacement of pullboxes. ENGINEER will coordinate with the traffic signal design with
25 the COUNTY and the City of La Quinta as required.

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27 **H. SIGNING AND STRIPING**

28 ENGINEER will field check and prepare existing signs inventory along Fred Waring Drive, Dune Palms
29 Road, Adams Street, Port Maria Road, Old Harbor Drive, and Chapelton Drive within the project limits.

Existing signs and striping will be modified as required for the proposed Fred Waring Drive roadway improvements. ENGINEER will prepare traffic signs and striping plans in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) and the California Supplement. The plans will be prepared in conformance with the County requirements.

I. GEOTECHNICAL INVESTIGATION

The purpose of the geotechnical study will be to supplement the prior geotechnical studies by providing geotechnical investigations for retaining walls, soundwalls, and reconstruction of the La Quinta Palms entrance paving. The scope will include a field exploration study, laboratory testing, and preparation of a Preliminary Geotechnical Report. The geotechnical investigations include:

- Data Review & Underground Service Alert (USA) Notification - Review project and underground utility information provided. Assist in obtaining encroachment permits. Mark subsurface investigation locations in the field and contact USA.
- Subsurface Investigation - One-day investigation to excavate 2 to 3 test pits and hand auger 1 to 2 borings, each approximately 2 to 3 feet deep. Backfill the test pits and borings.
- Laboratory Testing - Perform four (4) moisture content/dry density, four (4) particle size analysis - #200 sieve, Atterberg limits, two (2) shear strength, two (2) compaction, and one (1) corrosion tests.
- Analysis & Reporting - Provide a report with conclusions and recommendations regarding: seismic hazards, earthwork/grading, shallow foundation bearing capacity and settlement, lateral earth pressures, and corrosion potential.

J. UTILITIES COORDINATION

ENGINEER shall coordinate with utility owners and COUNTY utility coordination staff with respect to all utility related matters. ENGINEER shall provide copies of all correspondence with utility companies and other utility related information to the COUNTY. Correspondence, as described herein, shall be prepared by ENGINEER for either ENGINEER or COUNTY signature, as appropriate, and as directed by the County's Project Manager.

ENGINEER shall coordinate with COUNTY staff to obtain record copies of utility maps from each utility owner within the project limits for existing and/or proposed utility facilities. ENGINEER shall include

1 mapping and/or exhibits that clearly define the project limits as part of the requests for utility information.
2 ENGINEER shall identify utility companies affected by the project and delineate utilities within the
3 project's sphere of influence on the plans. ENGINEER shall prepare preliminary plans, which shall
4 include all existing utilities (above ground and below ground) identified by location, size, type, and owner,
5 as appropriate. ENGINEER shall check horizontal and vertical clearances for utilities and coordinate
6 design with the various utility companies to address conflicts. In addition to information provided by the
7 owning utility companies and through research of other record maps, field surveys shall be used to locate
8 utility features such as manholes, valves, fire hydrants, poles, risers, etc., which shall be reflected on the
9 plans.

10 If it is necessary to pothole existing utilities at critical locations, ENGINEER shall coordinate with
11 COUNTY staff to arrange with the respective utility owner to pothole its facility (at utility owner or
12 COUNTY cost). ENGINEER shall prepare potholing exhibits as needed to adequately locate underground
13 utilities. ENGINEER shall coordinate the use of field survey crews to locate potholed utilities by
14 coordinates and elevations based on the project's survey controls. ENGINEER shall evaluate the
15 potholing data, and shall include the information on the utility plans in table format, with numbered or
16 letter references to the location of the location of the potholes. ENGINEER shall determine whether or
17 not the facilities are in conflict, and the limits of the conflict, both of which shall be shown on the utility
18 plans with construction notes.

19 Known utility conflicts shall be shown on the plans with construction notes indicating action to be taken
20 and by whom. Inventory numbers of poles, vaults and other surface facilities shall be shown on the plans
21 for those facilities that have such numbers attached to the facility and as provided on the owner's
22 inventory maps.

23 ENGINEER shall send preliminary design plans through COUNTY staff to owning utility companies within
24 the project limits with requests for review and comments on the plans relevant to their respective facilities,
25 and with requests for other project specific information.

26 ENGINEER shall monitor responses of utility notices received and make recommendations for mitigating
27 conflicts. ENGINEER shall provide written responses to utility companies with regard to stated concerns
28 and conduct design coordination meetings with utility companies as needed. Unresolved issues shall be
29 brought to the attention of the COUNTY PROJECT MANAGER and County utility coordination staff as

1 early as practical. Utility conflict issues shall be resolved prior to the completion of the final design plans
2 as follows:

- 3
- 4 • ENGINEER, through COUNTY staff, shall request and obtain a written acknowledgement of any
5 conflicts from the respective utility owners.
 - 6 • Reasonable efforts shall be taken to accommodate utility company requests for minor design
7 changes to accommodate their facilities. ENGINEER understands that the utility companies are
8 generally operating within the COUNTY right-of-way, but may have prior rights to that of the COUNTY
9 in some cases.
 - 10 • ENGINEER shall coordinate inclusion of special provisions in County's bid documents for
11 adjustments and relocations of utility facilities as alternate bid items, if requested by the owning utility.
12 Said work may require that cooperative agreements be prepared by COUNTY between the County of
13 Riverside and the owning utility companies. Engineer shall provide information and exhibits as
14 required to support the preparation of cooperative agreements, if needed.

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16 ENGINEER shall conduct utility coordination meetings, as needed, regarding adjustments and
17 relocations, to resolve conflict issues, and with respect to performing work for utility companies by
18 COUNTY contractors.

19 For utility conflicts that require relocating, COUNTY staff will submit the official notice / order to the utility
20 companies to relocate conflicting facilities.

21 ENGINEER shall make recommendations for special provision language with regard to utility issues,
22 recommendations for construction windows of time for utility relocation activities, recommendations for
23 inclusion of utility bid items, etc.

24 ENGINEER shall assist with the resolution of utility related issues that may arise during the bidding
25 process and during construction, including design modifications as needed and as approved by the
26 COUNTY PROJECT MANAGER.

1 **K. CONSTRUCTION BIDDING SUPPORT**

2 Bidding procedures will be the responsibility of COUNTY. While the PROJECT is being advertised for
3 bids, all questions concerning the intent shall be referred to COUNTY for resolution. In the event that the
4 items requiring interpretation in the drawings or specifications are discovered during the bidding period,
5 said items will be analyzed by the ENGINEER for decision by COUNTY as to the proper procedure
6 required. Corrective action taken will either be in the form of an addendum prepared by the ENGINEER
7 and issued by COUNTY or by covering change order after the award of the construction contract.
8

9 **L. DESIGN SUPPORT DURING CONSTRUCTION**

- 10 1. ENGINEER will attend the pre-construction meeting with the successful construction contractor upon
11 notification by the COUNTY.
- 12 2. Review and take appropriate action upon client supplied Requests for Information (RFI's), Requests
13 for Change (RFC's) and Contract Change Orders (CCO's). The reviews and actions will be for
14 conformance with the design concept of the Project and with appropriate construction specifications
15 and details.
- 16 3. Review and take appropriate actions upon client supplied Contractor submittals such as shop
17 drawings, samples of construction material, and product data as required in the construction
18 documents. Review and action will be only for conformance with the design concept of the Project
19 and with the information given in the construction documents. Review of any Contractor prepared
20 drawings shall not relieve the Contractor from its sole responsibility for dimensions, quantities,
21 calculations, weights, fabrication processes, construction means and methods, coordination of trades
22 or safety factors related to construction.
- 23 4. Provide adjustments and revisions to design based upon unanticipated and/or unknown field
24 conditions encountered during the course of construction.
- 25 5. ENGINEER will be available to visit to the jobsite for on-site review of construction and other visits to
26 the jobsite as requested by the COUNTY to resolve any discrepancies in the contract documents.
27 ENGINEER shall bring to the attention of the COUNTY Resident Engineer any defects or deficiencies
28 in the work by the construction contractor which the ENGINEER may observe. ENGINEER shall
29 have no authority to issue instructions on behalf of the COUNTY or to deputize another to do so. All

1 agreements shall be between the COUNTY and its construction contractor. These provisions shall
 2 not be construed as making the ENGINEER responsible for failure of the construction contractor to
 3 carry out the work in accordance with the contract documents nor the construction means or methods
 4 or techniques, sequences, procedures or safety programs in connection with the work.

- 5 6. ENGINEER will prepare and deliver to the COUNTY the "As-Built" plans within two months of
 6 ENGINEER's receipt of red-line "as-built" drawings from construction contractor or COUNTY.

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 8 **M. PLAN DRAWINGS**

9 The following sheets are estimated to be in the plans set:

Sheet Name	Sheet Count
Title Sheet, Index of Drawings, Notes	1
Typical Sections	1
Plan and Profile Sheets	4
Construction Details (Road, Walkway, Median, Driveways, Offsite)	9
Retaining and Soundwalls Plans, Profiles, Details	6
Drainage and Water Quality Plans, Profiles, Details	4
Utility Plan	2
R/W Requirements	2
Construction Staging	2
Signing and Striping	3
Traffic Signals – assume two locations	2
Landscaping and Site Restoration	10
Pollution and Erosion Control	3
Total Sheets	49

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 27 The development of the plan sheets will be based on engineering design, calculations, investigations, and
 28 reports. Right-of-way requirements maps will be prepared to identify the parcels needed for right-of-way
 29 acquisitions, rights-of-entry, and easements. The map will be utilized by the COUNTY Surveyor and Right-of-

1 way Agent to prepare the documents necessary to obtain the right-of-way, rights-of-entry and easements.
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4 **ARTICLE A-IV • PROJECT COORDINATION, MEETINGS AND PRESENTATIONS**

5 ENGINEER will update the COUNTY on the progress to date, work to be accomplished in the next period,
6 and potential problems of a technical nature or forecasted budget/schedule adjustment requirement.
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9 **ARTICLE A-V • COUNTY FURNISHED MATERIALS / ELEMENTS OF WORK**

10 The COUNTY will be responsible for the following:

- 11 • Topographic survey and mapping.
- 12 • Title Reports.
- 13 • Utility Relocation.
- 14 • Right-of-way, rights of entry, and easement acquisition.
- 15 • Legal descriptions and plats for right-of-way and easement acquisitions. Contact with and execution
16 of all documents related to right-of-way, rights of entry, and easements with the property owners.
- 17 • Plans, studies, and other documents readily available to the COUNTY that would assist the
18 ENGINEER with preparation of the Plans, Specifications, and Estimates.
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Satisfactory performance and completion of the Services under this Agreement shall be compensated based upon actual costs plus a fixed fee. COUNTY will reimburse ENGINEER for actual costs (including labor costs, overhead, and other direct costs) incurred by ENGINEER in performance of the work, exclusive of any fixed fee. A prorata portion of ENGINEER's fixed fee shall be included in the progress payments. Actual costs shall not exceed the estimated costs without prior written agreement between COUNTY and ENGINEER.

APPENDIX C • ARTICLE CI • ELEMENTS OF COMPENSATION

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

A. DIRECT LABOR COSTS

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

1. Direct Salary Costs

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

2. Multiplier

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

PAYROLL ADDITIVES 40 %

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

OVERHEAD COSTS 117.97 %

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

TOTAL MULTIPLIER 157.97 %

(sum of Payroll Additives and Overhead Costs)

B. FIXED FEE

1. The Total Fixed Fee payable to the ENGINEER is \$44,684.99 (PRIME CONSULTANT Profit)
2. A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each month, and shall be included on each monthly invoice.

C. OTHER DIRECT EXPENSES

Additional Direct Costs, directly identifiable to the performance of the services of this Agreement, shall be reimbursed at the rates below, or at actual invoiced cost.

Rates for identified Additional Direct Costs are as follows:

Item	Rate	Unit
Reproduction	Actual Cost	
Plotting	Actual Cost	
Travel	\$0.55	Mile
Deliveries/Postage	Actual Cost	
Potholing	\$1,200.00	EA

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

D. OUTSIDE SERVICES

Outside services shall be paid in accordance with the cost proposals submitted by each Subconsultant. Billings for Outside Services shall be submitted along with the Prime Consultant's monthly Progress Report/Billing submittals and shall be in conformance with the COUNTY Engineering Services Invoicing Procedures.

ARTICLE CII • DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs, are given

below and are subject to the following:

A. PREMIUM OVERTIME

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

B. SALARY RATES

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

POSITION OR CLASSIFICATION MAXIMUM HOURLY RATES

Project Manager	\$80.16 Hour
Project Engineer	\$49.95 Hour
Traffic Engineer	\$66.29 Hour
Structural Task PM	\$91.66 Hour
Landscape Architect	\$55.81 Hour
Landscape Designer	\$33.12 Hour
Engineer III	\$39.41 Hour
Engineer II	\$31.93 Hour
Engineer I/CADD/Graphics	\$27.98 Hour
Structural Engineer	\$49.02 Hour
Administrative Assistant	\$22.27 Hour
QA/QC	\$82.17 Hour

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

ARTICLE CIII • INVOICING

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

1. Charges shall be billed in accordance with the terms and rates included herein, unless otherwise

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agreed in writing by the County Contract Administrator.

- 2. Base Work and Extra Work shall be charged separately, and the charges for each Phase listed in Appendix B, Schedule of Services, shall be listed separately. The charges for each individual assigned under this Agreement shall be listed separately.
- 3. Charges of \$500.00 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation such as invoices, telephone logs, etc.
- 4. Each invoice shall indicate payments to DBE subconsultants or supplies by dollar amount and as a percentage of the total invoice and shall state the DBE goals as a percentage of Total Agreement Value.
- 5. Each invoice shall bear a certification signed by the Engineering Contract Manager or an officer of the firm which reads as follows:

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

ARTICLE CIV • PAYMENT

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

ARTICLE CV • COST PROPOSAL

The following cost proposal reflects the negotiated targeted contract amount. The cost proposal will serve as a guideline and reference document during the execution of this contract. ENGINEER shall be compensated in accordance with the rates provided. The total amount of the contract is not to exceed \$598,565.62 including a \$50,000 contingency. Reimbursement is to be made at actual cost plus fixed fee, however, billing shall not exceed the rates provided in Section B above or the rates provided in the attached Fee Proposal Worksheets below. Written approval from the COUNTY PROJECT MANAGER is required to expend any contingency funds.

Fred Waring Drive Improvement Project Fee Proposal Summary

May 8, 2012

COMPANIES	PHASE IIA	PHASE IIB	PHASE III	PHASE IV	TOTAL
AECOM Prime	\$ 228,109.24	\$ 236,932.58	\$ 14,591.97	\$ 56,986.05	\$ 536,619.84
Diaz-Yourman & Associates Geotechnical	\$ 11,945.78				\$ 11,945.78
TOTAL	\$ 240,055.02	\$ 236,932.58	\$ 14,591.97	\$ 56,986.05	\$ 548,565.62

- Phase Iia Plans, Specs & Estimates (to 65% PS&E)
- Phase Iib Plans, Specs & Estimates (to 100% PS&E)
- Phase III Bid Support
- Phase IV Construction Support

FEE PROPOSAL WORKSHEET

COMPANY: AECOM	SCOPE OF WORK: Project Summary	PHASE: All Phases
PROJECT: Fred Waring Drive Improvement Project		DATE: May 8, 2012

DIRECT LABOR

PERSONNEL	POSITION	HOURS		RATE	AMOUNT	
Edward Ng	Project Manager	476	@	\$80.16	\$38,156.16	
Paul Lau	Project Engineer	532	@	\$49.95	\$26,573.40	
Mahmoud Khodr	Traffic Engineer	100	@	\$66.29	\$6,629.00	
Mohan Char	Structural Task PM	68	@	\$91.66	\$6,232.88	
Harry Clarke	Landscape Architect	368	@	\$55.81	\$20,538.08	
Jimmy McAninch	Landscape Designer	456	@	\$33.12	\$15,102.72	
Heng Chow	Engineer III	308	@	\$39.41	\$12,138.28	
Nicolas Borrayo	Engineer II	1,032	@	\$31.93	\$32,951.76	
Mauro Mamawal	Engineer I/CADD/Graphics	164	@	\$27.98	\$4,588.72	
Jia-Hwa Wang	Structural Engineer	88	@	\$49.02	\$4,313.76	
Sandra Kent	Administrative Assistant	92	@	\$22.27	\$2,048.84	
Norm Suydam	QA/QC	48	@	\$82.17	\$3,944.16	
		TOTAL HOURS		3,732	AL DIRECT LABOR	\$173,217.76

MULTIPLIERS

ESCALATION @		(Rates Vary by Phase)		
OVERHEAD @	117.97%	(of Direct Labor + Escalation)	\$204,344.99	
PAYROLL ADDITIVES @	40.00%	(of Direct Labor + Escalation)	\$69,287.10	
PROFIT (FIXED FEE) @	10.0%	(of Direct Labor + Escalation + Overhead + Payroll Additives)	\$44,684.99	
			TOTAL MULTIPLIERS	\$318,317.08

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT		UNIT COST	AMOUNT	
Reproduction	12000	LS	@	\$1.00	\$12,000.00	
Plotting	3250	LS	@	\$1.00	\$3,250.00	
Travel	4700	Miles	@	\$0.55	\$2,585.00	
Deliveries/Postage	130	EA	@	\$25.00	\$3,250.00	
Potholing	20	EA	@	\$1,200.00	\$24,000.00	
					TOTAL ODC'S	\$45,085.00

SUB CONSULTANT SERVICES

COMPANY	LABOR	MULTIPLIERS	ODC's	TOTAL	
Diaz-Yourman & Associates	\$2,746.14	\$6,085.64	\$3,114.00	\$11,945.78	
				TOTAL SUBCONSULTANT SERVICES	\$11,945.78

TOTAL **\$548,565.62**

FEE PROPOSAL WORKSHEET

COMPANY: AECOM	SCOPE OF WORK: Plans, Specs & Estimates (to 65%)	PHASE: Phase Ila
PROJECT: Fred Waring Drive Improvement Project		DATE: May 8, 2012

DIRECT LABOR

PERSONNEL	POSITION	HOURS		RATE	AMOUNT	
Edward Ng	Project Manager	256	@	\$80.16	\$20,520.96	
Paul Lau	Project Engineer	266	@	\$49.95	\$13,286.70	
Mahmoud Khodr	Traffic Engineer	19	@	\$66.29	\$1,259.51	
Mohan Char	Structural Task PM	22	@	\$91.66	\$2,016.52	
Harry Clarke	Landscape Architect	116	@	\$55.81	\$6,473.96	
Jimmy McAninch	Landscape Designer	128	@	\$33.12	\$4,239.36	
Heng Chow	Engineer III	204	@	\$39.41	\$8,039.64	
Nicolas Borrayo	Engineer II	524	@	\$31.93	\$16,731.32	
Mauro Mamawal	Engineer I/CADD/Graphics	64	@	\$27.98	\$1,790.72	
Jia-Hwa Wang	Structural Engineer	10	@	\$49.02	\$490.20	
Sandra Kent	Administrative Assistant	24	@	\$22.27	\$534.48	
Norm Suydam	QA/QC	24	@	\$82.17	\$1,972.08	
		TOTAL HOURS		1,657	AL DIRECT LABOR	\$77,355.45

MULTIPLIERS

ESCALATION @		(of Direct Labor)		
OVERHEAD @	117.97%	(of Direct Labor + Escalation)	\$91,256.22	
PAYROLL ADDITIVES @	40.00%	(of Direct Labor + Escalation)	\$30,942.18	
PROFIT (FIXED FEE) @	10.0%	(of Direct Labor + Escalation + Overhead + Payroll Additives)	\$19,955.39	
			TOTAL MULTIPLIERS	\$142,153.79

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT		UNIT COST	AMOUNT	
Reproduction	5000	LS	@	\$1.00	\$5,000.00	
Plotting	1250	LS	@	\$1.00	\$1,250.00	
Travel	2000	Miles	@	\$0.55	\$1,100.00	
Deliveries/Postage	50	EA	@	\$25.00	\$1,250.00	
Potholing		EA		\$1,200.00		
					TOTAL ODC'S	\$8,600.00

SUB CONSULTANT SERVICES

COMPANY	LABOR	MULTIPLIERS	ODC's	TOTAL	
Diaz-Yourman & Associates	\$2,746.14	\$6,085.64	\$3,114.00	\$11,945.78	
				TOTAL SUBCONSULTANT SERVICES	\$11,945.78

TOTAL **\$240,055.02**

FEE PROPOSAL WORKSHEET

COMPANY: AECOM	SCOPE OF WORK: Plans, Specs & Estimates (to 100%)	PHASE: Phase IIb
PROJECT: Fred Waring Drive Improvement Project		DATE: May 8, 2012

DIRECT LABOR

PERSONNEL	POSITION	HOURS		RATE	AMOUNT	
Edward Ng	Project Manager	164	@	\$80.16	\$13,146.24	
Paul Lau	Project Engineer	194	@	\$49.95	\$9,690.30	
Mahmoud Khodr	Traffic Engineer	61	@	\$66.29	\$4,043.69	
Mohan Char	Structural Task PM	30	@	\$91.66	\$2,749.80	
Harry Clarke	Landscape Architect	156	@	\$55.81	\$8,706.36	
Jimmy McAninch	Landscape Designer	248	@	\$33.12	\$8,213.76	
Heng Chow	Engineer III	104	@	\$39.41	\$4,098.64	
Nicolas Borrayo	Engineer II	412	@	\$31.93	\$13,155.16	
Mauro Mamawal	Engineer I/CADD/Graphics	100	@	\$27.98	\$2,798.00	
Jia-Hwa Wang	Structural Engineer	54	@	\$49.02	\$2,647.08	
Sandra Kent	Administrative Assistant	44	@	\$22.27	\$979.88	
Norm Suydam	QA/QC	24	@	\$82.17	\$1,972.08	
		TOTAL HOURS		1,591	AL DIRECT LABOR	\$72,200.99

MULTIPLIERS

ESCALATION @		(of Direct Labor)	
OVERHEAD @	117.97%	(of Direct Labor + Escalation)	\$85,175.51
PAYROLL ADDITIVES @	40.00%	(of Direct Labor + Escalation)	\$28,880.40
PROFIT (FIXED FEE) @	10.0%	(of Direct Labor + Escalation + Overhead + Payroll Additives)	\$18,625.69
TOTAL MULTIPLIERS			\$132,681.59

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT		UNIT COST	AMOUNT
Reproduction	5000	LS	@	\$1.00	\$5,000.00
Plotting	1250	LS	@	\$1.00	\$1,250.00
Travel	1000	Miles	@	\$0.55	\$550.00
Deliveries/Postage	50	EA	@	\$25.00	\$1,250.00
Potholing	20	EA	@	\$1,200.00	\$24,000.00
TOTAL ODC'S					\$32,050.00

SUB CONSULTANT SERVICES

COMPANY	LABOR	MULTIPLIERS	ODC's	TOTAL
Diaz-Yourman & Associates				
TOTAL SUBCONSULTANT SERVICES				

TOTAL \$236,932.58

FEE PROPOSAL WORKSHEET

COMPANY: AECOM	SCOPE OF WORK: Bid Support	PHASE: Phase III
PROJECT: Fred Waring Drive Improvement Project		DATE: May 8, 2012

DIRECT LABOR

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
Edward Ng	Project Manager	16	@	\$80.16	\$1,282.56
Paul Lau	Project Engineer	8	@	\$49.95	\$399.60
Mahmoud Khodr	Traffic Engineer	4	@	\$66.29	\$265.16
Mohan Char	Structural Task PM	8	@	\$91.66	\$733.28
Harry Clarke	Landscape Architect	16	@	\$55.81	\$892.96
Jimmy McAninch	Landscape Designer			\$33.12	
Heng Chow	Engineer III			\$39.41	
Nicolas Borrayo	Engineer II	16	@	\$31.93	\$510.88
Mauro Mamawal	Engineer I/CADD/Graphics			\$27.98	
Jia-Hwa Wang	Structural Engineer			\$49.02	
Sandra Kent	Administrative Assistant	24	@	\$22.27	\$534.48
Norm Suydam	QA/QC			\$82.17	
		TOTAL HOURS	92	AL DIRECT LABOR	\$4,618.92

MULTIPLIERS

ESCALATION @		(of Direct Labor)	
OVERHEAD @	117.97%	(of Direct Labor + Escalation)	\$5,448.94
PAYROLL ADDITIVES @	40.00%	(of Direct Labor + Escalation)	\$1,847.57
PROFIT (FIXED FEE) @	10.0%	(of Direct Labor + Escalation + Overhead + Payroll Additives)	\$1,191.54
TOTAL MULTIPLIERS			\$8,488.05

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT		UNIT COST	AMOUNT
Reproduction	1000	LS	@	\$1.00	\$1,000.00
Plotting	250	LS	@	\$1.00	\$250.00
Travel	200	Miles	@	\$0.55	\$110.00
Deliveries/Postage	5	EA	@	\$25.00	\$125.00
Potholing		EA		\$1,200.00	
TOTAL ODC'S					\$1,485.00

SUB CONSULTANT SERVICES

COMPANY	LABOR	MULTIPLIERS	ODC's	TOTAL
Diaz-Yourman & Associates				
TOTAL SUBCONSULTANT SERVICES				

TOTAL \$14,591.97

FEE PROPOSAL WORKSHEET

COMPANY: AECOM	SCOPE OF WORK: Construction Support	PHASE: Phase IV
PROJECT: Fred Waring Drive Improvement Project		DATE: May 8, 2012

DIRECT LABOR

PERSONNEL	POSITION	HOURS		RATE	AMOUNT	
Edward Ng	Project Manager	40	@	\$80.16	\$3,206.40	
Paul Lau	Project Engineer	64	@	\$49.95	\$3,196.80	
Mahmoud Khodr	Traffic Engineer	16	@	\$66.29	\$1,060.64	
Mohan Char	Structural Task PM	8	@	\$91.66	\$733.28	
Harry Clarke	Landscape Architect	80	@	\$55.81	\$4,464.80	
Jimmy McAninch	Landscape Designer	80	@	\$33.12	\$2,649.60	
Heng Chow	Engineer III			\$39.41		
Nicolas Borrayo	Engineer II	80	@	\$31.93	\$2,554.40	
Mauro Mamawal	Engineer I/CADD/Graphics			\$27.98		
Jia-Hwa Wang	Structural Engineer	24	@	\$49.02	\$1,176.48	
Sandra Kent	Administrative Assistant			\$22.27		
Norm Suydam	QA/QC			\$82.17		
		TOTAL HOURS		392	AL DIRECT LABOR	\$19,042.40

MULTIPLIERS

ESCALATION @		(of Direct Labor)	
OVERHEAD @	117.97%	(of Direct Labor + Escalation)	\$22,464.32
PAYROLL ADDITIVES @	40.00%	(of Direct Labor + Escalation)	\$7,616.96
PROFIT (FIXED FEE) @	10.0%	(of Direct Labor + Escalation + Overhead + Payroll Additives)	\$4,912.37
TOTAL MULTIPLIERS			\$34,993.65

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT		UNIT COST	AMOUNT
Reproduction	1000	LS	@	\$1.00	\$1,000.00
Plotting	500	LS	@	\$1.00	\$500.00
Travel	1500	Miles	@	\$0.55	\$825.00
Deliveries/Postage	25	EA	@	\$25.00	\$625.00
Potholing		EA		\$1,200.00	
TOTAL ODC'S					\$2,950.00

SUB CONSULTANT SERVICES

COMPANY	LABOR	MULTIPLIERS	ODC's	TOTAL
Diaz-Yourman & Associates				
TOTAL SUBCONSULTANT SERVICES				

TOTAL **\$56,986.05**

MANHOOR WORKSHEET

COMPANY: **AECOM** PHASE: **Phase Ila**
 PROJECT: **Fred Waring Drive Improvement Project** SCOPE OF WORK: **Plans, Specs & Estimates (to 65%)** DATE: **May 8, 2012**

PROJECT MANAGER	PROJECT ENGINEER	TRAFFIC ENGINEER	STRUCTURAL ENGINEER	LANDSCAPE ARCHITECT	LANDSCAPE ARCHITECT	ENGINEER III	ENGINEER II	ENGINEER	ENGINEER GRAPHICS	STRUCTURAL ENGINEER	ADMINISTRATIVE ASSISTANT	QA/QC
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TASK

HOURS COST

Total Manhours	256	266	19	22	116	128	204	524	64	10	24	24	1,657
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TASK	256	266	19	22	116	128	204	524	64	10	24	24	HOURS	COST
Project Management														
Kick Off & PDT Meetings/Prepare Minutes	64	20	4	8	12						12		120	\$ 22,885
Schedule & Monthly Updates	8												8	\$ 1,820
Invoicing/Progress Reports	8												8	\$ 1,820
Maintain Project Files/Communication	2	2	2	2	2			8			12		30	\$ 3,435
Agency Coordination	24												24	\$ 5,459
QA/QC														
	8	8		4	4	8						24	56	\$ 10,976
Roadway Design														
Roadway Plans - 65%	40	80					24	160					304	\$ 37,619
Roadway Plans - 95%														
Roadway Plans - 100%														
Drainage Plans, Profiles & Details	6	16					40	64					126	\$ 13,905
Walls Plans & Details (65%)	16	40		8	16		80	64	24	8			256	\$ 31,688
Offsite Grading and Site Restoration	24	24					60	80					188	\$ 22,820
Right-of-Way Engineering (easements)	4	4						16					24	\$ 2,927
Utilities Plan	4	12						8	16				40	\$ 4,606
Utilities Coordination for Relocations/Adjust	24	40						80					144	\$ 18,377
Traffic Signal, Signing & Striping Design	2	2	12					12					28	\$ 4,083
Construction Staging Plans	8	4						24					36	\$ 4,561
Landscape Architecture (65%)	8	8			80	120							216	\$ 26,901
Specifications (65%)	2	2											4	\$ 738
Estimates (65%)	4	4	1		2			8	24	2			45	\$ 4,890

MANHOURLY WORKSHEET

COMPANY: **AECOM** SCOPE OF WORK: **Plans, Specs & Estimates (to 100%)** PHASE: **Phase Ib**
 PROJECT: **Fred Waring Drive Improvement Project** DATE: **May 8, 2012**

PROJECT MANAGER	PROJECT ENGINEER	TRAFFIC ENGINEER	STRUCTURAL TASK PM	LANDSCAPE ARCHITECT	LANDSCAPE DESIGNER	ENGINEER III	ENGINEER II	ENGINEER	LANDSCAPE ARCHITECT	STRUCTURAL ENGINEER	LANDSCAPE ARCHITECT	ENGINEER	STRUCTURAL ENGINEER	ADMINISTRATIVE ASSISTANT	QA/QC	HOURS	COST
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Total Manhours 164 194 61 30 156 248 104 412 100 54 44 24 **1,591**

Task	164	194	61	30	156	248	104	412	100	54	44	24					
Project Management																	
Kick Off & PDT Meetings/Prepare Minutes	24	20	4	8	16						12					84	\$ 14,420
Schedule & Monthly Updates	4															4	\$ 910
Invoicing/Progress Reports	4															4	\$ 910
Maintain Project Files/Communication	2	4	2	2	2			8			16					36	\$ 3,971
Agency Coordination	24															24	\$ 5,459
QA/QC																	
	8	8		4	4	8								24		56	\$ 10,976
Roadway Design																	
Roadway Plans - 65%																	
Roadway Plans - 95%	12	40						80								132	\$ 15,648
Roadway Plans - 100%	12	40						80								132	\$ 15,648
Drainage Plans, Profiles & Details	6	8					40	16								70	\$ 8,422
Walls Plans & Details (65%, 95%, 100%)	8	16		12	16		24	32	80	40						228	\$ 27,242
Offsite Grading and Site Restoration	8	8					40	64								120	\$ 13,226
Right-of-Way Engineering (easements)	4	4						16								24	\$ 2,927
Utilities Plan	2	4						4	8							18	\$ 2,020
Utilities Coord for Relocations & Adjustments	16	8	4					40								68	\$ 9,150
Traffic Signal, Signing & Striping Design	2	6	40					40								88	\$ 12,454
Construction Staging Plans	8	8						24								40	\$ 5,128
Landscape Architecture (95%, 100%)	8	8														356	\$ 41,347
Specifications (95%, 100%)	8	8	8	4	16						12	16				72	\$ 10,713
Estimates (95%, 100%)	4	4	3		2			8	12	2						35	\$ 4,314

