

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

416A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
June 12, 2013

SUBJECT: Engineering Services Agreement for Highway Geotechnical and Materials Testing Services between the County of Riverside (County) and the Firm, MTGL, Inc.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute an Engineering Services Agreement between the County of Riverside Transportation Department (Department) and MTGL, Inc. to provide Highway Materials testing for a three (3)-year period covering from full execution through June 30, 2016 for an annual contract maximum amount not-to-exceed \$ 360,000 per year; and
2. Authorize the Chairman of the Board of Supervisors to execute the same; and
3. Authorize the Director of Transportation to approve the extensions, as provided for in the agreement.

Juan C. Perez

Director of Transportation and Land Management

Patricia Romo

Assistant Director of Transportation

(Continued On Attached Page)

| | | | | |
|---|-------------------------------|--------------------|-------------------------|---|
| FINANCIAL DATA | Current F.Y. Total Cost: | \$ 360,000.00/year | In Current Year Budget: | Yes |
| | Current F.Y. Net County Cost: | \$ 0 | Budget Adjustment: | No |
| | Annual Net County Cost: | \$ 0 | For Fiscal Year: | 2013/14 |
| SOURCE OF FUNDS: Gas Tax, Measure A, TUMF Fees, Development Fees, and other Transportation Funding Sources | | | | Positions To Be Deleted Per A-30 <input type="checkbox"/> |
| There are no General Funds used in this project. | | | | Requires 4/5 Vote <input type="checkbox"/> |

C.E.O. RECOMMENDATION:

APPROVE

BY:
Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY:
MARSHAL L. VICTOR
DATE: 7/26/13

Departmental Concurrence

Policy
 Consent
 Dept't Recomm.:
 Policy
 Consent
 Per Exec. Ofc.:

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
 Nays: None
 Absent: None
 Date: August 20, 2013
 xc: Transp.

Kecia Harper-Ihem
 Clerk of the Board
 By:
 Deputy

Prev. Agn. Ref.

District: All

Agenda Number:

3-98

The Honorable Board of Supervisors

RE: Engineering Services Agreement for Highway Geotechnical and Materials Testing Services between the County of Riverside (County) and the firm, MTGL, Inc.

June 12, 2013

Page 2 of 2

BACKGROUND: The Department is in need of additional Highway Materials Testing and Geotechnical Services on county roads and structures to help meet the demands of construction activity. Two (2) firms are needed, in addition to the two (2) existing on-call firms, for the Department to fully support construction materials testing and source inspection activities, particularly on state funded projects. A Request for Proposals was advertised in February 2013. Fourteen (14) firms submitted proposals and the top six (6) ranked firms (based on an evaluation of the technical proposals) were invited to interview. A panel of representatives from the Department evaluated the written proposals and conducted the interviews.

MTGL, Inc., from Riverside, CA, has been selected as one of the top ranked firms to provide the geotechnical and materials testing services with a contract amount not-to-exceed \$360,000 annually. The term is for a three (3)-year period with the option to renew two (2) one (1)-year terms. The added services will enable the Department to provide geotechnical and materials testing more efficiently as well as obtaining specific testing expertise that will supplement the Materials Lab staff resources.

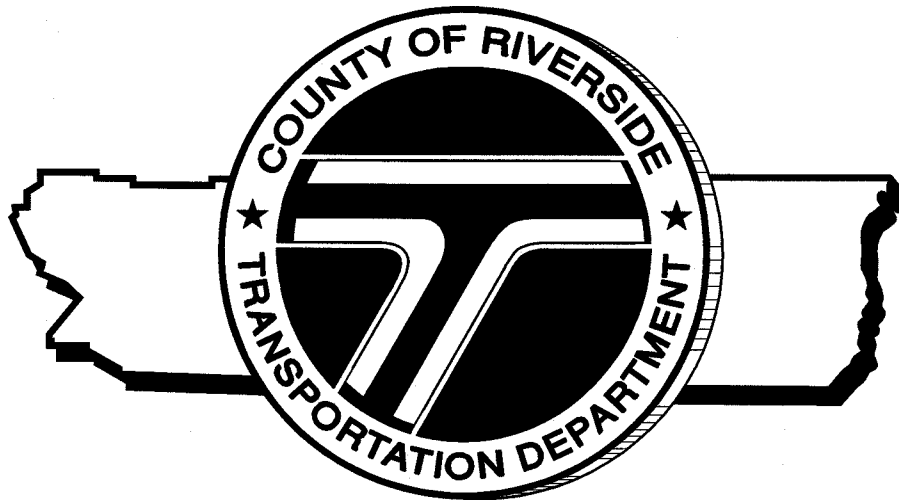
The Department is in need of this additional materials testing and geotechnical services firm due to the increased workload anticipated for the next two (2) years. The increased work is a result of one-time funding obtained from grants and Prop1B state bond funding and increased state inspection requirements.

The terms of the agreement also provide the County with the option to terminate the agreement with thirty (30) days written notice without cause. All associated contract costs would be fully funded by Department funds. No net County costs would be incurred as a result of this contract.

Contract No. 13-06-007

Riverside Co. Transportation

ENGINEERING SERVICES AGREEMENT



for

**Highway Geotechnical Engineering and Materials Evaluation and
Testing Services**

between

COUNTY OF RIVERSIDE • TRANSPORTATION DEPARTMENT

and

MTGL, INC.

AUG 20 2013 398

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1 **ENGINEERING SERVICES AGREEMENT**

2 COUNTY OF RIVERSIDE, hereinafter referred to as "COUNTY", and MTGL, INCORPORATED, hereinafter
3 referred to as "ENGINEER", located at the following addressees:

| | |
|---|----------------------------------|
| 4 County of Riverside • Transportation Department | MTGL, INC |
| 5 4080 Lemon Street, 8 th Floor | 14467 Meridian Parkway, Bldg. 2A |
| 6 Riverside, CA 92502 | Riverside, CA. 92518 |

7 do hereby agree as follows:

8 **ARTICLE I • DESIGNATED CONTACTS**

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

11 The ENGINEERING PROJECT MANAGER for ENGINEER will be:

12 Steven Koch

13 The COUNTY PROJECT MANAGER for COUNTY will be:

14 Gary Morton/ Elmer Datuin, PE

15 **ARTICLE II • PROJECT DEFINITION**

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

21 **ARTICLE III • COOPERATIVE AGENCIES**

22 **A. Lead Agency**

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

25 **B. Cooperative Agencies**

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

27 Caltrans

28 Various Cities throughout Riverside County

1 **C. COUNTY 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 and AGENCIES.

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 agreement 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 agreement,
20 ENGINEER shall require its subcontractors to comply with the terms of this contract in the same manner
21 as required of ENGINEER including, but not limited to; indemnification of the COUNTY, requiring the
22 same insurance of Subcontractors as required of ENGINEER, and having Subcontractor's insurance
23 name the COUNTY as Additional Insured for each type of insurance where this Agreement requires
24 ENGINEER'S insurance 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. There shall be no change in the ENGINEERING PROJECT MANAGER or key members of the PROJECT
2 team without prior written approval by the COUNTY PROJECT MANAGER.

3 **E. COUNTY Directives**

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

6 **F. Liability**

- 7 1. ENGINEER has total responsibility for the accuracy and completeness of all testing data, materials
8 inspections, documentation, calculations, maps and reports prepared for this PROJECT and shall check
9 all such material accordingly. The accuracy of test data will be limited to published limitations and
10 acceptable ranges of accuracy and precision of the field and laboratory test methods. Due to the nature of
11 this testing, variations in test results are likely to occur. As a result, the accuracy of specific field and
12 laboratory tests is dependent on the precision of the published test methods. The testing data, materials
13 inspections, and reports will be reviewed by the COUNTY. The responsibility for accuracy and
14 completeness of such items remains solely that of ENGINEER. Services provided by ENGINEER under
15 this Agreement will be performed in a manner consistent with the degree of care and skill ordinarily
16 exercised by members of the same profession currently practicing under similar circumstances.
- 17 2. The accuracy of the testing data, materials inspections, calculations, maps, reports and other documents
18 furnished in accordance with the Scope of Services shall meet the criteria for acceptance and be a
19 product of neat appearance, well organized, technically and grammatically correct, checked and having
20 the preparer and checker identified. The minimum standard of appearance, organization and contents
21 shall be of similar types produced by COUNTY.
- 22 3. The page identifying preparers of engineering reports, the title sheet for specifications and each sheet of
23 plans, shall bear the professional seal, certificate number, registration classification, expiration date of the
24 certificate, and signature of the professional engineer(s) responsible for their preparation.
- 25 4. COUNTY agrees that reports, maps, drawings or other work products are for the exclusive use of
26 COUNTY and may be used by COUNTY for the PROJECT.
- 27 5. ENGINEER, and the agents and employees of ENGINEER, in the performance of this agreement, shall
28 act in an independent capacity and not as officers, employees or agents of COUNTY.
29

1 **G. Indemnification and Defense**

- 2 1. The ENGINEER agrees to and shall indemnify and hold harmless the County of Riverside, its Agencies,
3 Districts, Departments and Special Districts, their respective directors, officers, Board of Supervisors,
4 elected and appointed officials, employees, agents and representatives (hereinafter individually and
5 collectively referred to as "Indemnitees") from all liability, including, but not limited to loss, suits, claims,
6 demands, actions, or proceedings caused by any alleged or actual negligence, recklessness, willful
7 misconduct, errors or omissions of ENGINEER, its directors, officers, partners, employees, agents or
8 representatives or any person or organization for whom ENGINEER is responsible, arising out of or from
9 the performance of services under this Agreement. To the extent a loss, suit, claim, demand, action, or
10 proceeding is based on actual or alleged acts or omissions of ENGINEER which are not design
11 professional services, ENGINEER shall indemnify Indemnitees whether or not ENGINEER is negligent.
- 12 2. The duty to indemnify includes loss, suits, claims, demands, actions, or proceedings caused by actual or
13 alleged passive negligence of Indemnitees. The duty to indemnify does not include loss, suits, claims,
14 demands, actions, or proceedings caused by actual active negligence of Indemnitees; however, any
15 actual active negligence of Indemnitees will only affect the duty to indemnify for the specific act found to
16 be active negligence, and will not preclude a duty to indemnify for any other act or omission of
17 Indemnitees.
- 18 3. ENGINEER shall defend and pay, at its sole expense, all costs and fees, including but not limited to
19 attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or
20 proceedings based or alleged to be based on any act or omission of ENGINEER arising out of or from the
21 performance of services under this Agreement. The duty to defend applies to any alleged or actual
22 negligence, recklessness, willful misconduct, error or omission of ENGINEER. The duty to defend shall
23 apply whether or not ENGINEER is a party to the lawsuit, and shall apply whether or not ENGINEER is
24 directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or
25 found to be actively negligent, unless the act or omission at issue was caused by the sole active
26 negligence of Indemnitees.
- 27 4. The specified insurance provisions and limits required in this Agreement shall in no way limit or
28 circumscribe ENGINEER'S obligations to indemnify and hold harmless Indemnitees from third party
29 claims.

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

4 **H. Quality Control**

5 ENGINEER shall implement and maintain the following quality control procedures during the preparation
6 of testing in the field and laboratory, materials inspections, reports, and other documents relating to
7 PROJECT. ENGINEER shall have a quality control plan in effect during the entire time services are being
8 performed under the contract. The plan shall establish a process whereby calculations are independently
9 checked, test methods checked, corrected and back-checked, and all job related correspondence and
10 memoranda routed and received by affected persons and then bound in appropriate job files. Evidence
11 that the quality control plan is functional may be requested by the COUNTY PROJECT MANAGER. All
12 test methods, calculations documents, reports and other items submitted to the COUNTY PROJECT
13 MANAGER for review shall be marked clearly as being fully checked and that the preparation of the
14 material followed the quality control plan established for the work.

15 **I. Extra Work**

- 16 1. ENGINEER shall not perform Extra Work until receiving written authorization from the COUNTY
17 PROJECT MANAGER.
- 18 2. In the event that COUNTY directs ENGINEER to provide services constituting Extra Work, COUNTY shall
19 provide extra compensation to the ENGINEER. Allowable compensation for approved extra work will be
20 mutually agreed upon.
- 21 3. A Supplemental Agreement providing for such compensation for Extra Work shall be issued by COUNTY
22 to ENGINEER. Such Supplemental Agreement shall be executed by ENGINEER and be approved by
23 COUNTY.

24 **J. Disputes**

- 25 1. In the event ENGINEER considers any work demanded of him to be outside the requirements of the
26 contract, or if he considers any order, instruction, or decision of COUNTY to be unfair, he shall promptly
27 upon receipt of such order, instruction or decision, ask for a written confirmation of the same whereupon
28 he shall proceed without delay to perform the work or to conform to the order, instruction, or decision; but
29 unless ENGINEER finds such order, instruction, or decision satisfactory, he shall within 20 days after

1 receipt of same, file a written protest with COUNTY stating clearly and in detail his objections and reasons
2 therefore. Except for such protests or objections as are made of record in the manner specified and
3 within the time stated herein, and except for such instances where the basis of a protest could not
4 reasonably have been foreseen by ENGINEER within the time limit specified for protest, ENGINEER
5 hereby waives all grounds for protests or objections to the orders, instruction, or decisions of COUNTY
6 and hereby agrees that, as to all matters not included in such protests, the orders, instructions and
7 decisions of COUNTY will be limited to matters properly falling within COUNTY's authority.

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

13 **K. Termination Without Cause**

- 14 1. COUNTY reserves the right to terminate this contract at COUNTY's discretion and without cause, upon
15 thirty (30) calendar days written notice to ENGINEER.
- 16 2. In the event of termination of the Agreement, upon demand, ENGINEER shall deliver to COUNTY all
17 testing data, reports, and all other materials and documents prepared or provided to ENGINEER in the
18 performance of this Agreement. All such documents and materials shall be property of COUNTY.
- 19 3. In the event that the contract is terminated, ENGINEER is entitled to full payment for all services
20 performed up to the time written notice of contract cancellation is received by ENGINEER. Payment shall
21 be made for services performed to date based upon the percentage ratio that the basic services
22 performed bear to the services contracted for, less payments made to date; plus any amount for
23 authorized, but unpaid, extra work performed and costs incurred.

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

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

1 **M. Insurance**

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

5 1. Workers' Compensation:

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

10 2. Commercial General Liability:

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

15 The policy shall name, by endorsement, the County of Riverside and all Agencies, Special Districts and
16 Departments of the County of Riverside, their respective Directors, Officers, Board of Supervisors,
17 employees, agents, elected and appointed officials ("County insureds") as Additional Insureds. The policy
18 shall provide first party insurance coverage for the County insureds for any loss, suits, claims, demands,
19 actions, or proceedings caused by any alleged or actual negligence, recklessness, willful misconduct,
20 error or omission of ENGINEER, its directors, officers, partners, employees, agents or representatives or
21 any person or organization for whom ENGINEER is responsible, arising out of or from the performance of
22 services under this Agreement. Indemnity coverage under the policy does not include loss, suits, claims,
23 demands, actions, or proceedings caused by actual active negligence of County insureds; however, any
24 actual negligence of County insureds will only affect the duty to indemnify for the specific act found to be
25 negligence, and will not preclude a duty to indemnify for any act or omission of ENGINEER.

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

29 The Policy shall provide a defense to the County insureds for any loss, suits, claims, demands, actions, or

1 proceedings caused by an actual or alleged act or omission or ENGINEER, its directors, officers,
2 partners, employees, agents or representatives or any person or organization for whom ENGINEER is
3 responsible, arising out of or from the performance of services under this Agreement. A defense is
4 required if the loss, suits, claims, demands, actions, or proceedings are based on any negligence of the
5 County insureds unless the negligence of the County insureds is the sole cause of the loss, suits, claims,
6 demands, actions, or proceedings.

7 3. Vehicle Liability:

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

18 4. Professional Liability:

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

29 5. General Insurance Provisions - All lines:

- 1 a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of
2 California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements
3 are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a
4 requirement for a particular insurer such waiver is only valid for that specific insurer and only for one
5 policy term.
- 6 b. The ENGINEER'S insurance carrier(s) must declare its insurance deductibles or self-insured
7 retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such
8 deductibles and/or retentions shall have the prior written consent of the County Risk Manager before
9 the commencement of operations under this Agreement. Upon notification of deductibles or self
10 insured retentions which are deemed unacceptable to the COUNTY, at the election of the County's
11 Risk Manager, ENGINEER'S carriers shall either; 1) reduce or eliminate such deductibles or self-
12 insured retentions as respects this Agreement with the COUNTY, or 2) procure a bond which
13 guarantees payment of losses and related investigations, claims administration, defense costs and
14 expenses.
- 15 c. The ENGINEER shall cause their insurance carrier(s) to furnish the COUNTY with 1) a properly
16 executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting
17 coverage as required herein; or, 2) if requested to do so orally or in writing by the County Risk
18 Manager, provide original Certified copies of policies including all Endorsements and all attachments
19 thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of
20 insurance shall contain the covenant of the insurance carrier(s) shall provide no less than thirty (30)
21 days written notice or ten (10) days in the event of cancellation for nonpayment of premium be given
22 to the COUNTY prior to any cancellation of such insurance. In the event of a material modification or
23 cancellation of coverage, this Agreement shall terminate forthwith, unless the COUNTY receives,
24 prior to such effective date, another properly executed original Certificate of Insurance and original
25 copies of endorsements or certified original policies, including all endorsements and attachments
26 thereto evidencing coverages and the insurance required herein is in full force and effect.
27 Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the original
28 endorsements for each policy and the Certificate of Insurance. ENGINEER shall not commence
29 operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified

1 original copies of endorsements or policies of insurance including all endorsements and any and all
2 other attachments as required in this Section. Submittal of certificates to County and review or
3 approval of certificates by County does not relieve ENGINEER of its duties to provide insurance
4 which fully complies with the terms stated above.

5 d. It is understood and agreed by the parties hereto and the ENGINEER'S insurance company(s), that
6 the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary
7 insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-
8 insured programs shall not be construed as excess.

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 performance of work the Risk Manager of the County of Riverside reserves the right to
11 adjust the types of insurance required under this Agreement and the monetary limits of liability for the
12 insurance coverages required herein, if, in the County Risk Manager's reasonable judgment, the
13 amount or type of insurance carried by the ENGINEER has become inadequate.

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

16 **N. Conflict of Interest**

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

27 **O. Legal Compliance**

28 ENGINEER shall comply with all Federal, State and local laws, statutes, ordinances, rules and
29 regulations, and the orders and decrees of any courts or administrative bodies or tribunals currently in

1 effect and in any manner affecting the performance of this Agreement, including, without limitation,
2 workers' compensation laws and licensing and regulations.

3 **P. Nondiscrimination**

- 4 1. During the performance of this agreement, ENGINEER and its Subcontractors shall not unlawfully
5 discriminate against any employee or applicant for employment because of race, religion, color, national
6 origin, ancestry, physical handicap, medical condition, marital status, age or sex. ENGINEER and
7 Subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government
8 Code, Section 12900 et seq.) and applicable regulations promulgated thereunder (California
9 Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment
10 and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of
11 Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference
12 and made a part hereof as if set forth in full. ENGINEER and its Subcontractors shall give written notice
13 of their obligations under this clause to labor organizations with which they have a collective bargaining or
14 other agreement.
- 15 2. ENGINEER will provide all information and reports required by the Regulations, or orders and instructions
16 issued pursuant thereto, and will permit access to its books, records, accounts, other sources of
17 information, and its facilities as may be determined by COUNTY or AGENCIES to be pertinent to
18 ascertain compliance with such Regulations, orders and instructions. Where any information required of
19 ENGINEER is in the exclusive possession of another who fails or refuses to furnish this information,
20 ENGINEER shall so certify to COUNTY, or the Federal Highway Administration as appropriate and shall
21 set forth what efforts he has made to obtain the information.
- 22 3. In the event of ENGINEER's noncompliance with the nondiscrimination provisions of this contract,
23 COUNTY shall impose such contract sanctions as it determines to be appropriate, including, but not
24 limited to:
- 25 • Withholding of payments to ENGINEER under the contract until ENGINEER complies;
 - 26 • Cancellation, termination, or suspension of the contract in whole or in part.
- 27 4. ENGINEER shall include the nondiscrimination and compliance provisions of this clause in all
28 subcontracts to perform work under this contract.
- 29 5. ENGINEER shall comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR

1 21 through Appendix H and 23 CFR 710.405(b) are applicable to this contract by reference.

2 **Q. Labor Code and Prevailing Wages**

- 3 1. Certain Classifications of Labor under this contract may be subject to prevailing wage requirements.
- 4 2. Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with
5 Section 1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here
6 set forth in full. The parties recognize that said Chapter 1 deals, among other things with discrimination,
7 penalties and forfeitures, their disposition and enforcement, wages, working hours, and securing worker's
8 compensation insurance and directly effect the method of prosecution of the work by ENGINEER and
9 subject it under certain conditions to penalties and forfeitures. Execution of the Agreement by the parties
10 constitutes their agreement to abide by said Chapter 1, their stipulation as to all matters which they are
11 required to stipulate as to by the provisions of said Chapter 1, constitutes ENGINEER's certification that
12 he is aware of the provisions of said Chapter 1 and will comply with them and further constitutes
13 ENGINEER's certification as follows: "I am aware of the provisions of Section 3700 of the California Labor
14 Code which require every employer to be insured against liability for worker's compensation or to
15 undertake self-insurance in accordance with the provisions of that Code, and I will comply with such
16 provisions before commencing the performance of the work of this contract."
- 17 3. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem
18 wages applicable to the work, and for holiday and overtime work, including employer payments for health
19 and welfare, pension, vacation, and similar purposes, in the county in which the work is to be done have
20 been determined by the Director of the California Department of Industrial Relations. These wages are
21 available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov>.
- 22 4. Should a portion of the project contain Federal funding, Federal minimum wages shall be used. The
23 Federal minimum wage rates for this project as determined by the United States Secretary of Labor are
24 available from the U.S Department of Labor, Employment Standards Administration, Wage and Hour
25 Division's Internet website at <http://www.access.gpo.gov/davisbacon>. If there is a difference between the
26 minimum wage rates determined by the Secretary of Labor and the general prevailing wage rates
27 determined by the Director of the California Department of Industrial Relations for similar classifications of
28 labor, the ENGINEER and subcontractors shall pay not less than the higher wage rate. The Department
29 will not accept lower State wage rates determinations. This includes "helper" (or other classifications

1 based on hours of experience) or any other classification not appearing in the Federal wage
2 determinations. Where Federal wage determinations do not contain the State wage rate determination
3 otherwise available for use by the ENGINEER and subcontractors, the ENGINEER and subcontractors
4 shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the
5 employees in question.

6 **R. Review and Inspection**

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

9 **S. Record Retention / Audits**

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

19 **T. Ownership of Data**

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

23 **U. Confidentiality of Data**

- 24 1. All financial, statistical, personal, technical or other data and information which is designated confidential
25 by COUNTY or AGENCIES, and made available to ENGINEER in order to carry out this contract, shall be
26 protected by ENGINEER from unauthorized use and disclosure.
- 27 2. Permission to disclose information on one occasion for a public hearing held by COUNTY or AGENCIES
28 relating to the contract shall not authorize ENGINEER to further disclose such information or disseminate
29 the same on any other occasion.

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

V. Funding Requirements

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

ARTICLE V • PERFORMANCE

A. Performance Period

1. This Contract shall be effective **August 21, 2013** through June 30, 2016, and ENGINEER shall begin service upon notification to proceed by the COUNTY PROJECT MANAGER.
2. ENGINEER is advised that any recommendation for contract award is not binding on COUNTY until the proposed contract is fully executed and approved by COUNTY.
3. ENGINEER shall perform PROJECT services in accordance with the provisions set forth in Appendix A, Scope of Services, which is attached hereto and incorporated herein by reference. All Covenants set forth in this agreement shall be completed by June 30, 2016 unless extended by supplemental agreement.
4. The COUNTY PROJECT MANAGER shall provide written notification at the beginning of any request for PROJECT services. The COUNTY PROJECT MANAGER shall also provide written notification at the

1 termination of any PROJECT services.

2 5. 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 6. When COUNTY determines that ENGINEER has satisfactorily completed the PROJECT services,
6 COUNTY shall 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 7. Time is of the essence in this agreement.

11 **B. Time Extensions**

12 1. This contract may be extended in one year increments for a total not to exceed two years from the
13 original expiration date of the contract. Terms and considerations may be renegotiated in a supplemental
14 agreement.

15 **C. Reporting Progress**

16 1. As part of the monthly invoice ENGINEER shall submit a progress report in accordance with COUNTY
17 Engineering Services Progress Reporting Guidelines. Progress Reports shall indicate the progress
18 achieved during the previous month in relation to the Schedule of Services, Appendix B, which is
19 attached hereto and incorporated herein by reference. Submission of such progress report by
20 ENGINEER shall be a condition precedent to receipt of payment from COUNTY for each monthly invoice
21 submitted.

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

27 **D. Evaluation of ENGINEER**

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

29 **ARTICLE VI • COMPENSATION**

1 **A. Work Authorization**

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

5 **B. Basis of Compensation**

- 6 1. PROJECT services as provided under this agreement as described in the Scope of Services, shall be
7 compensated for as defined in Appendix A, B and Appendix C, which is attached hereto and incorporated
8 herein by reference and in accordance with COUNTY Engineering Invoicing Procedures.
- 9 2. Budget is attached hereto and incorporated herein by reference. The total amount of the Contract is not
10 to exceed \$360,000.00.
- 11 3. No additional compensation for Extra Work will be paid except upon the issuance of an Extra Work Order
12 by COUNTY.
- 13 4. ENGINEER shall submit itemized costs in a spreadsheet on a monthly basis and shall include daily costs
14 for each individual project assigned. The following information shall be included on the spreadsheet:
15 project work order number, IP number, employee name, date worked, hours worked, mileage driven, rate
16 of services, total monthly project costs and a year to date total cost amount. Itemized invoices for other
17 PROJECT services provided shall be submitted in an acceptable format or as directed by the COUNTY
18 PROJECT MANAGER.
- 19 5. Payments will be based on PROJECT Services provided and actual costs incurred.
- 20 6. The COUNTY PROJECT MANAGER will make payments as promptly as fiscal procedures permit upon
21 receipt of itemized invoices.
- 22 7. The consideration to be paid ENGINEER, as provided herein, shall be in compensation for all of
23 ENGINEER's expenses incurred in the performance hereof, including travel and per diem, unless
24 otherwise expressly so provided.
- 25 8. ENGINEER agrees that the Contract Cost Principles and Procedures, CFR 48, Federal Acquisition
26 Regulations Systems, Chapter 1, Part 31, shall be used to determine the allow ability of individual items
27 of cost.
- 28 9. ENGINEER also agrees to comply with Federal procedures in accordance with Office of Management
29 and Budget Circular A-102, Uniform Administrative Requirements for Grants-in-Aid to State and Local

1 Governments.

2 10. In the event of errors or omissions in test results, materials inspections, reports, and other documentation
3 for PROJECT, ENGINEER shall perform the necessary Highway Materials Testing engineering services
4 required to correct such errors and omissions without additional charge to COUNTY.

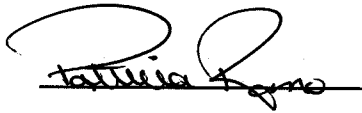
5 **C. Progress Payments**

- 6 1. ENGINEER shall submit monthly invoices for PROJECT Services in accordance with Appendix B,
7 Schedule of Services, and in accordance with COUNTY Engineering Services Invoicing Procedures.
- 8 2. ENGINEER shall submit an invoice each month for PROJECT services performed during the preceding
9 month. Invoices shall be submitted to the COUNTY PROJECT MANAGER and shall be included with a
10 Progress Report covering the same period as the submitted invoice. Invoices shall show separate line
11 item totals for each work order or extra work task.
- 12 3. Progress payments will be based on PROJECT services provided and actual costs incurred. Payments
13 made prior to the completion of each phase will not exceed the amount allowed in ENGINEER's cost
14 proposal for the completion of that phase and prior phases, unless approved in writing by the COUNTY
15 PROJECT MANAGER.
- 16 4. Progress payments will be made as promptly as fiscal procedures will permit upon receipt by the
17 COUNTY PROJECT MANAGER of itemized invoices.
- 18 5. Payment of the post construction Services will be withheld until all documentation is submitted in an
19 acceptable format and COUNTY issues a Notice of Final Acceptance for PROJECT. The total invoiced
20 amount will be paid to ENGINEER after COUNTY has approved ENGINEER's final documents and
21 estimate for PROJECT.
- 22
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29

1 **ARTICLE VIII • APPROVALS**

2 **COUNTY Approvals**

3 RECOMMENDED FOR APPROVAL:


4  Dated: 7-11-13

5 Juan C. Perez

6 Director of Transportation

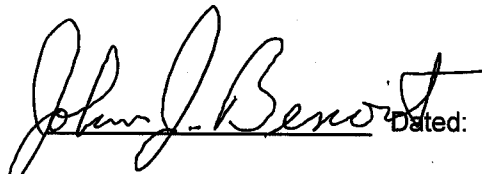
7 **Patricia Romo**
8 **Assistant Director of Transportation**

9 APPROVED AS TO FORM:

10  Dated: 7/26/13
11 **Marsha L. Victor**

12 County Counsel

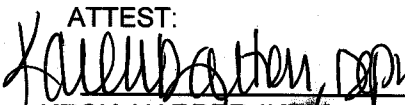
13
14
15 **APPROVAL BY THE BOARD OF SUPERVISORS**

16  Dated: AUG 20 2013

17 **JOHN J. BENOIT**

18 **Chairman, Riverside County Board of Supervisors**

19 ATTEST:

20  Dated: AUG 20 2013
21 **KECIA HARPER-IHEM**
22 Clerk of the Board

ENGINEER Approvals

ENGINEER:

 Dated: 5-29-13

STEVEN

PRINTED NAME

Senior Vice President

TITLE

ENGINEER:

_____ Dated: _____

PRINTED NAME

TITLE

VI. APPENDIX A • SCOPE OF SERVICES

1. Project Description:

The **PROJECT** shall consist of providing the following materials testing and engineering services: (1) conducting laboratory analysis tests of untreated bases and basement soils; (2) conducting relative compaction tests of treated and untreated bases and basement soils by using nuclear gauge; (3) performing geological studies and geotechnical engineering including cut slope mapping, seismic refraction survey, CIDH, pile driving, soil and groundwater conditions, rock rippability, slope stability for cuts and fills, foundation investigation, corrosion testing, retaining walls, pavement design, and geotechnical and foundation design reports; (4) conducting asphalt testing for asphalt concrete, asphalt cement, and liquid asphalt; and (5) source inspection for materials to be used for County projects implemented on the State Highway System.

2. Location:

The **PROJECT** services shall be provided at various locations within Riverside County. The **ENGINEER** shall report to the **COUNTY PROJECT MANAGER** and/or the **COUNTY MATERIALS ENGINEER:**

Gary Morton, Technical Engineering Unit Supervisor
Elmer Datuin, Materials Engineer
Engineering Building-Materials Laboratory
2950 Washington Street, Riverside, CA 92504

3. Coordination:

The **ENGINEER** shall coordinate with the **COUNTY PROJECT MANAGER** and other County personnel as required. Testing technicians shall report to the **COUNTY PROJECT MANAGER** at the beginning and end of a ten (10) hour shift. If the **COUNTY'S** shift schedule should change during the time of the approved contract, the **ENGINEERS'S** testing technicians will also change to accommodate the new schedule. The shift is currently as follows:

6:30 a.m. to 4:30 p.m., Monday thru Thursday

4. **ENGINEER Duties:**

A. Conducting Soil Analysis Tests:

Samples of soil materials will be picked up by the testing technicians at the materials laboratory and taken to the **ENGINEER'S** laboratory for sieve analysis, sand equivalent, and resistance" value testing on each sample using Caltrans standard test methods 202, 217, and 301 respectively. The results of the tests will be reported to the **COUNTY PROJECT MANAGER** on approved written format within ten (10) working days from the date that the samples were picked up.

B. Conducting Relative Compaction Tests:

The in-place density testing of aggregate bases and basement soils will be performed by the testing technicians on subdivision tracts and roadway projects within the County of Riverside. The **ENGINEER** shall provide a technician upon an advanced 36 hours notice from the **COUNTY PROJECT MANAGER**. The technician shall have a minimum of six (6) months of experience in soils testing and certified in the use of a nuclear gauge. The gauge shall have a current calibration certification and leak test from an approved issuing authority. The **ENGINEER** shall also provide a vehicle and other miscellaneous tools needed for compaction testing. The testing technician shall be assigned five (5) project testing assignments daily, commencing at 7:00 am and concluding at no later than 3:30pm. The assignments may or may not be the same projects as the previous day. The tests shall be performed using Caltrans standard test method 231, County modified. The maximum density and moisture content of the soil and aggregate base material will be the responsibility of the County unless the **COUNTY PROJECT MANAGER** directs the **ENGINEER** to perform these tests in accordance with Caltrans Test Method 216. The relative compaction results of tests taken shall be submitted to the County at the end of each working day on County forms.

C. Performing Geological Studies and Providing Geotechnical Engineering:

The **ENGINEER** will perform investigation and conduct exploration on assigned project(s). A written request will be sent to the **ENGINEER** along with a copy of the plans and specification of the project. This request will detail the scope of work and all requirements including right of entry and other permits required to perform the work/investigation for the project. Site investigations shall include, at a minimum, (1) site reconnaissance and mapping for stability of existing slope, soil survey mapping, topography and drainage patterns, and geologic and seismic settings; (2) drilling and sampling for shallow and deep foundations, retaining walls, soil and water corrosivity, and other related structure foundation and subsurface exploration; (3) seismic refraction survey for rock rippability analysis and correlation to exploratory boring data; (4) laboratory testing to include direct shear, consolidation, corrosivity, resistance "R" value, etc.; (5) structural pavement design based on Caltrans procedures; (6) analyses and evaluations for site seismicity, corrosion issues, slope stability, settlement, liquefaction, rock rippability, culvert foundation, etc.; (7) Life Cycle Cost Analysis; (8) CIDH investigation and/or pile driving related to bridge structure design and construction; and (9) Geotechnical Design and/or Materials Report to include all geologic and geotechnical testing, analysis, and design, prepared in accordance with Caltrans guidelines. Because of the varying size and degree of complexity of the project, the requested services will be site specific and the reporting and final documentation for the work will be specified in the original written request. All reports will be sent to the **COUNTY MATERIALS ENGINEER** at the time specified.

D. Conducting Asphalt Testing:

Samples of the asphalt concrete material will be picked up by the testing technicians at the materials laboratory and will be taken to the **ENGINEER'S** laboratory, or if approved by the **COUNTY PROJECT MANAGER**, the **ENGINEER'S** technician may be required to core the asphalt material after placement of the asphalt paving for verification of the asphalt mix used at the project. Laboratory testing on bituminous materials shall include, but not limited to: Caltrans test method 304, "Preparation of Bituminous Materials";

Caltrans test method 308, "Specific Gravity of Compressed AC mixtures"; Caltrans test method 366, "Stabilometer Value"; Caltrans test method 367, "Optimum Bitumen Content"; Caltrans test method 382, "Asphalt Content-Ignition Oven"; Chemical testing of treated and untreated soils and aggregate bases, ASTM test method D 2170, "Kinematic Viscosity", ASTM test method D2171, "Absolute Viscosity"; ASTM D5, "Penetration"; ASTM test method D6934, "Residue by Evaporation"; ASTM test method D2042, "Solubility"; ASTM D6933, "Sieve Test"; and ASTM test method D3910, "Wet Track Abrasion Test (WTAT)". Field sampling of aggregate slurry may be required by the COUNTY for fabricating WTAT specimens. The results of the tests will be reported to the **COUNTY PROJECT MANAGER** on approved written format within ten (10) working days from the date that the samples were picked up.

E. Source Inspection:

As directed by the COUNTY, the ENGINEER shall perform source inspection services on projects within the State Highway System in accordance with the current Caltrans Construction Manual, the Manual of Test (3 volumes), Caltrans Standard Specification and Standard Plans, Caltrans Policy Directives (CPDs), Construction Manual Supplement for Local Agency Resident Engineers, Local Agency Structure Representative Guidelines, and the County's Quality Assurance Program. The ENGINEER shall prepare a project specific Source Inspection Quality Management Plan (SIQMP) in compliance with the Federal Highway Administration (FHWA) - Title 23, CPDs, and other California DOT manuals and standards including SIQMP outline available at Caltrans Office of Structural Materials (OSM) website at: <http://www.dot.ca.gov/hq/esc/Translab/OSM/agencyresources.htm>

F. Safety:

The **ENGINEER** shall comply with OSHA regulations regarding safety equipment and procedures, and safety instructions issued by the State. **ENGINEER** shall provide hard hats and orange safety vests for all **ENGINEER** personnel, which will be worn at all times while on the job site.

G. Daily report requirements:

The testing technician performing compaction tests shall receive a project file for his/her assignments. The testing results shall be recorded on a form supplied by the County and all pertinent data requested on the form shall be reported as directed by the **COUNTY PROJECT MANAGER** and placed in the file. Information data requested on the form includes: Tract number or project number, date, time arrived, time departed, type of testing, County Inspector and other comments. At the end of shift, the file and duplicate copies of the form, and copies of time and mileage for that day are given to the **COUNTY PROJECT MANAGER**. A copy of sample compaction form is attached. The reporting of test results for asphalt testing and the geological/geotechnical studies will be based on the scope of services that is agreed upon unless otherwise specified herein with.

H. Invoicing and Payment:

The **ENGINEER** shall submit invoices to the **COUNTY PROJECT MANAGER** in accordance with time and mileage per tract or project number. A spread sheet showing task codes, Tract number's, I.P numbers, project numbers, cost per unit and actual hours and mileage shall summarize the invoices. Attached is a sample of spreadsheet. For geotechnical related work, the invoice shall show a breakdown of the work completed listing the man-hours used for engineers, geologists, and clerical staff. For source inspection services, the invoice shall show a breakdown of the work completed listing the man-hours used for engineers, certified inspectors, clerical staff, and other expenses including airfare, lodging, rental car, and other inspection related costs. The total cost for geotechnical and source inspection services will be based on project specific scope of services provided by the **COUNTY** to the **ENGINEER**.

Highway Materials Testing Services

APPENDIX B FEE SCHEDULE

ARTICLE B1: INTRODUCTION

Satisfactory performance and completion of the services requested under this Agreement shall be compensated based upon the fee outlined below. County will compensate ENGINEER for hours worked by ENGINEER'S staff in performance of the work in accordance with the FEE SCHEDULE. Hours worked and mileage driven if not included in hourly rate shall be included in the monthly invoices. Actual costs under the contract shall not exceed the yearly budgeted amount without prior written agreement between the COUNTY and ENGINEER.

ARTICLE B2: LABOR AND EQUIPMENT RATES 2013-2016

TABLE OF TESTING SERVICES COST RATES (DOLLARS)

A = Non-Prevailing Wage Rates

B = Prevailing Wage Rates

| Testing Services | 2014 | 2014 | 2015 | 2015 | 2016 | 2016 |
|------------------|--------|--------|--------|--------|--------|--------|
| CTM 231 | 45.00 | 75.00 | 45.00 | 77.50 | 45.00 | 79.50 |
| Vehicle Mileage | .45 | .45 | .45 | .45 | .45 | .45 |
| CTM 202 | 90.00 | 90.00 | 90.00 | 90.00 | 90.00 | 90.00 |
| CTM 216 | 180.00 | 180.00 | 180.00 | 180.00 | 180.00 | 180.00 |
| CTM 217 | 90.00 | 90.00 | 90.00 | 90.00 | 90.00 | 90.00 |
| CTM 301 | 225.00 | 225.00 | 225.00 | 225.00 | 225.00 | 225.00 |
| CTM304/366 | 200.00 | 200.00 | 200.00 | 200.00 | 200.00 | 200.00 |
| CTM305 | 190.00 | 190.00 | 190.00 | 190.00 | 190.00 | 190.00 |
| CTM382 | 120.00 | 120.00 | 120.00 | 120.00 | 120.00 | 120.00 |
| CTM523 | 45.00 | 45.00 | 45.00 | 45.00 | 45.00 | 45.00 |
| ASTM D 2170 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| ASTM D 2171 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| ASTM D 5 | 75.00 | 75.00 | 75.00 | 75.00 | 75.00 | 75.00 |
| ASTM C39 | 15.00 | 15.00 | 15.00 | 15.00 | 15.00 | 15.00 |

The rates shown herein are in effect for the effective date of this Agreement. Thereafter, there will be NO adjustments through the entire time of the three year contract providing services listed.



Corporate Office: 2992 E. La Palma Ave., Suite A, Anaheim, CA 92806
 Orange County Tel: (714) 632-2999 Fax: (714) 632-2974

Branch Offices:
 San Diego / 6295 Ferris Square Suite C, San Diego, CA 92121
 Imperial Tel: (858) 537-3999 Fax: (858) 537-3990

Inland Empire 14667 Meridian Pkwy., Bldg. 2A, Riverside, CA 92518
 Tel: (951) 653-4999 Fax: (951) 653-4666

Indio 44-917 Golf Cart Parkway, Suite 1, Indio, CA 92201
 Tel: (760) 342-4677 Fax: (760) 342-4525

SCHEDULE OF FEES

EFFECTIVE JANUARY 1, 2013 TO DECEMBER 31, 2016

MTGL, Inc. is a small, disadvantaged, woman-owned, minority-business-enterprise. Our facilities have been structured and professionally staffed to provide our clients with comprehensive services in the field of Construction Inspection and Testing, Geotechnical Engineering, Engineering Geology, and Environmental Services.

| | |
|---|--|
| GEOTECHNICAL ENGINEERING | Planning and feasibility studies, preliminary and final design, grading and foundation plan reviews, observation, testing, verification and engineering consultation during construction. |
| CONSTRUCTION INSPECTION | Field inspection by registered deputy inspectors. |
| ROOFING INSPECTION | Field inspection by qualified technicians. |
| ENGINEERING INVESTIGATIONS | Evaluation of existing and damaged structures. |
| PAVEMENT MANAGEMENT | Design, failure investigations, remedial measures. |
| CONSTRUCTION ENGINEERING | Materials, specifications, quality assurance, expert testimony. |
| PHYSICAL TESTING | Construction materials, structural systems. |
| NON-DESTRUCTIVE EXAMINATION | Ultrasonic, magnetic particle, dye penetrant. |
| RESEARCH | Product and process development, reliability testing. |
| ENVIRONMENTAL / INDUSTRIAL HYGIENE | Asbestos & lead-paint based consultation, project design, monitoring & management, remediation planning environmental site assessments, thermographic imaging, indoor air quality testing, mold screening & consultation, water intrusion & investigation. |

CONSTRUCTION SERVICES

PROFESSIONAL SERVICES

| | |
|--|--------------------|
| Principal Engineer / Geologist..... | \$ 175.00 Per Hour |
| Registered Civil Engineer / Geologist..... | \$ 125.00 Per Hour |
| Structural Materials Representative / Engineer.. | \$ 135.00 Per Hour |
| Staff Engineer / Geologist..... | \$ 95.00 Per Hour |
| Inspection / Laboratory Supervisor..... | \$ 95.00 Per Hour |
| Project Manager..... | \$ 95.00 Per Hour |
| Draftsperson..... | \$ 70.00 Per Hour |
| Word Processing..... | \$ 55.00 Per Hour |

PROJECT SERVICES

July 1, 2013 - July 1, 2014

| | |
|--|-------------------|
| CTM 231 - Soil Technician..... | \$ 75.00 Per Hour |
| CTM 375 - AC Technician..... | \$ 75.00 Per Hour |
| CTM 500 - Concrete Technician..... | \$ 75.00 Per Hour |
| CTM 231 - Soil Technician..... | \$ 75.00 Per Hour |
| Batch Plant Inspection AC or Concrete..... | \$ 75.00 Per Hour |
| PCI-2 Inspection..... | \$ 85.00 Per Hour |
| Source Inspection..... | \$ 85.00 Per Hour |
| ASNT TC-1A..... | \$ 85.00 Per Hour |
| NACE Certified Inspector..... | \$ 97.50 Per Hour |

July 1, 2014 - July 1, 2015

| | |
|--|--------------------|
| CTM 231 - Soil Technician..... | \$ 77.50 Per Hour |
| CTM 375 - AC Technician..... | \$ 77.50 Per Hour |
| CTM 500 - Concrete Technician..... | \$ 77.50 Per Hour |
| Batch Plant Inspection AC or Concrete..... | \$ 77.50 Per Hour |
| PCI-2 Inspection..... | \$ 87.50 Per Hour |
| Source Inspection..... | \$ 87.50 Per Hour |
| ASNT TC-1A..... | \$ 87.50 Per Hour |
| NACE Certified Inspector..... | \$ 100.50 Per Hour |

July 1, 2015 - July 1, 2016

| | |
|--|--------------------|
| CTM 231 Soil Technician..... | \$ 79.50 Per Hour |
| CTM 375 - AC Technician..... | \$ 79.50 Per Hour |
| CTM 500 - Concrete Technician..... | \$ 79.50 Per Hour |
| Batch Plant Inspection AC or Concrete..... | \$ 79.50 Per Hour |
| PCI-2 Inspection..... | \$ 89.50 Per Hour |
| Source Inspection..... | \$ 89.50 Per Hour |
| ASNT TC-1A..... | \$ 89.50 Per Hour |
| NACE Certified Inspector..... | \$ 103.50 Per Hour |

| | |
|----------------------|------------------|
| Vehicle Mileage..... | \$ 0.45 Per Mile |
|----------------------|------------------|

CALTRANS TEST METHODS

| | |
|---|----------------|
| CTM 202 - Sieve Analysis (Coarse & Fine)..... | \$ 90.00 Each |
| CTM 204 - Plasticity Index of Soils..... | \$ 160.00 Each |
| CTM 205 - Percentage of Crushed Particles..... | \$ 120.00 Each |
| Specific Gravity & Absorption of Course Aggregate - CTM 206..... | \$ 100.00 Each |
| Fine Aggregate - CTM 207..... | \$ 120.00 Each |
| CTM 211 - Los Angeles Rattler..... | \$ 180.00 Each |
| CTM 216 - Relative Compaction of Soils..... | \$ 180.00 Each |
| CTM 216 - Relative Compaction of Agg..... | \$ 200.00 Each |
| CTM 217 - Sand Equivalent (Set of Three)..... | \$ 80.00 Set |
| CTM 226 - Moisture Content of Soils..... | \$ 20.00 Each |
| CTM 227 - Evaluating Cleanness Value..... | \$ 130.00 Each |
| CTM 229 - Durability Index..... | \$ 130.00 Each |
| CTM 234 - Uncompacted Void Content..... | \$ 150.00 Each |
| CTM 235 - Percentage Flat & Elongated..... | \$ 180.00 Each |
| CTM 301 - R-Value (3 Points)..... | \$ 225.00 Each |
| CTM 304 / 308 - HVEEM Density (Avg. 3)..... | \$ 150.00 Each |

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| CTM 305 - Swell of Bituminous Material..... | \$ 190.00 Each |
| CTM 309 - Maximum Theoretical Density..... | \$ 100.00 Each |
| CTM 366 - Hveem & Stability..... | \$ 200.00 Each |
| CTM 370 - Moisture Content of AC..... | \$ 30.00 Each |
| CTM 382 - AC Content by Ignition Oven..... | \$ 120.00 Each |
| CTM 521 - Compressive Strength Concrete..... | \$ 15.00 Each |
| CTM 523 - Flexural Strength of Concrete..... | \$ 45.00 Each |

ASTM TEST METHODS

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|--|----------------|
| C39 - Concrete Cylinders w/ mold (4" x 8")..... | \$ 12.00 Each |
| (6" x 12")..... | \$ 15.00 Each |
| C136 - Sieve Analysis (Coarse and Fine)..... | \$ 90.00 Each |
| ASTM D1557 - Maximum Density..... | \$ 200.00 Each |
| ASTM D5 - Penetration of Bituminous Materials..... | \$ 75.00 Each |
| ASTM D2170 - Kinematic Viscosity of Asphalt..... | \$ 100.00 Each |
| ASTM D2171 - Viscosity - Vacuum Capillary..... | \$ 100.00 Each |
| ASTM D2172 - Quantitative Extraction - AC..... | \$ 260.00 Each |

BASIS OF CHARGES

1. A two hour minimum show-up charge will be incurred for all scheduled field services not canceled before 3:00 p.m. of the preceding day. A minimum four hours will be invoiced for field services.
2. An overtime premium of time and one-half will be charged for any personnel services in excess of eight hours per day, up to and including twelve hours per day, and Saturday. Double time will be charged for over twelve hours in any one day, Sunday and Holidays. Holidays are New Years Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day and the Friday after Thanksgiving Day, and Christmas Day.
3. Swing (2nd) and graveyard (3rd) shift will be charged at regular rates plus 15% and 20% respectively.
6. Reimbursable expenses such as parking, air fare, car rental, food and lodging will be charged at cost plus 10%, unless provided. Subsistence on remote jobs by quotation, unless provided.
7. Outside services performed by others and direct costs expended on the Client's behalf are charged at cost plus 10%, unless otherwise noted.
8. Certified Payrolls will be supplied upon request at a cost of \$75.00 per pay period.