

FORM APPROVED COUNTY COUNSEL
 BY: *G.P.P.*
 GREGORY P. PRIAMOS
 DATE: 7/14/15

Departmental Concurrence

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

902A



FROM: TLMA – Transportation Department

SUBMITTAL DATE:
 July 28, 2015

SUBJECT: Engineering and Environmental On-Call Services Contract with NCM Engineering Corporation. All Districts; [\$1,500,000 Total]; Various Funding by Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Engineering and Environmental On-Call Services Contract with NCM Engineering Corporation; and
2. Authorize the Chairman of the Board to execute the same; and
3. Authorize the Director of Transportation and Land Management, or his designee, to approve future extensions as provided for in the contract; and
4. Authorize the Director of Transportation and Land Management, or his designee, to approve no-cost time extensions to complete on-going tasks.

Patricia Romo
 Patricia Romo
 Assistant Director of Transportation

Juan C. Perez
 Juan C. Perez
 Director of Transportation and Land Management

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
COST	\$ 500,000	\$ 500,000	\$ 1,500,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Varies by project. There are no General Funds used for these contracts. **Budget Adjustment:** No
For Fiscal Year: 2015/16–17/18

C.E.O. RECOMMENDATION: APPROVE
 BY: *[Signature]*
 County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
 Nays: None
 Absent: None
 Date: September 1, 2015
 xc: Transp.

Kecia Harper-Ihem
 Clerk of the Board
 By: *[Signature]*
 Deputy

Prev. Agn. Ref.: | District: All | Agenda Number: **3-25**

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

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

FORM 11: Engineering and Environmental On-Call Services Contract with NCM Engineering Corporation. All Districts; [\$1,500,000 Total]; Various Funding by Project

DATE: July 28, 2015

PAGE: 2 of 2

BACKGROUND:

Summary

The Transportation Department periodically requires outside engineering and environmental specialty services to deliver bridge and structure improvement projects identified and funded in the Transportation Improvement Program (TIP). In addition, selected consultants assist County staff to review proposed land development and capital improvement projects involving bridges. The Transportation Department utilizes the specialty services of on-call consultants to augment its core in-house design staff on an "as needed" basis.

A Request for Qualifications (RFQ) was published on the Transportation Department's website, American Society of Civil Engineers' website, and the Press Enterprise newspaper to establish an on-call consultants list for providing specialty engineering and environmental services for the replacement of Hamner Avenue Bridge at Santa Ana River, the replacement and rehabilitation of various County of Riverside (County) bridges, and the County Bridge Program. Ten firms submitted Statement of Qualifications (SOQ), which were carefully reviewed and evaluated by representatives of the County and the City of Norco. The selection panel identified four firms that meet the minimum qualifications to participate in a panel interview. The firms selected were asked to provide an oral proposal for the environmental clearance and design of the Hamner Avenue Bridge Replacement Project.

The Transportation Department has a need to retain the services of the NCM Engineering Corporation from the on-call consultants list to perform specialty engineering and environmental tasks for the replacement and/or rehabilitation of various County bridges. The first assignment will be the Grapefruit Boulevard and 4th Street Pedestrian and Roadway Improvements Project in the Mecca area, which includes roadway and bridge widening.

The County has negotiated with NCM Engineering Corporation for staff billing rates to remain fixed through June 30, 2018. This contract is for an annual amount not to exceed \$500,000 each fiscal year for a three-year term. The County has the option to extend the contract for two additional one-year terms following the close of the initial three-year term. Funding for the services provided for each assignment will come from the respective project funds.

Impact on Residents and Businesses

On-call contracts provide the flexibility needed to engage consultants, based on their expertise, to address critical road and bridge projects in the shortest period of time.

SUPPLEMENTAL:

Additional Fiscal Information

There are no General Funds associated with this contract. Funding vary by project. Funding sources may include, but are not limited to, Federal Highway Bridge Program (HBP), State Seismic Bond (Proposition 1B), Measure "A," Transportation Uniform Mitigation Fee (TUMF), Road and Bridge Benefit District (RBBD), federal and state grant funds, Gas Tax, developer contributions, and other local funds.

Contract History and Price Reasonableness

The Transportation Department has negotiated with NCM Engineering Corporation for staff billing rates to remain fixed through June 30, 2018. The billing rates in these contracts are within the range of acceptable industry practice for the engineering services.

Contract No. 15-07-003

Riverside County Transportation

**ENGINEERING AND ENVIROMENTAL
ON-CALL SERVICES CONTRACT**

for

**Replacement and/or Rehabilitation of Various County of
Riverside Bridges**

between

County of Riverside • Transportation Department

and

NCM Engineering Corporation



SEP 01 2015

325

1 **Table of Contents**

2 **ARTICLE I • DESIGNATED CONTACTS**..... 1

3 **ARTICLE II • DEFINITION OF TASK ORDERS** 1

4 **ARTICLE III • COOPERATIVE AGENCIES**2

5 A. Lead Agency2

6 B. Cooperative Agencies2

7 C. COUNTY/AGENCIES Standards.....2

8 **ARTICLE IV • CONDITIONS** 2

9 A. Notifications.....2

10 B. Assignment2

11 C. Subcontracts2

12 D. Modifications3

13 E. COUNTY Directives4

14 F. Liability4

15 G. Indemnification and Defense5

16 H. Quality Control7

17 I. Value Engineering.....7

18 J. Extra Work7

19 K. Disputes8

20 L. Termination Cause.....8

21 M. Termination for Lack of Performance.....9

22 N. Insurance9

23 O. Conflict of Interest12

24 P. Legal Compliance13

25 Q. Nondiscrimination.....13

26 R. Labor Code and Prevailing Wages14

27 S. Review and Inspection.....16

28 T. Record Retention / Audits16

29 U. Rebates, Kickbacks, or Other Unlawful Consideration17

 V. Prohibition of Expending Local Agency, State, or Federal Funds for Lobbying17

 W. Ownership of Data18

 X. Confidentiality of Data18

 Y. Funding Requirements.....18

 Z. Debarment and Suspension Certification19

ARTICLE V • PERFORMANCE..... 19

 A. Performance Period19

 B. Time Extensions.....20

 C. Reporting Progress20

 D. Evaluation of CONSULTANT.....21

ARTICLE VI • COMPENSATION 21

 A. Work Authorization.....21

 B. Basis of Compensation21

 C. Progress Payments.....23

ARTICLE VII • GIS INFORMATION 24

ARTICLE VIII • APPROVALS 26

APPENDICES

 1. Scope of ServicesA1

 2. Schedule of ServicesB1

 3. Budget.....C1



ENGINEERING ON-CALL SERVICES CONTRACT

COUNTY OF RIVERSIDE, hereinafter referred to as "COUNTY", and NCM Engineering Corporation, hereinafter referred to as "CONSULTANT", located at the following addresses:

County of Riverside • Transportation Department	NCM Engineering Corporation
4080 Lemon Street, 8 th Floor	22362 Gilberto Suite 125
Riverside, CA 92501	Rancho Margarita, CA 92688

do hereby agree as follows:

ARTICLE I • DESIGNATED CONTACTS

Coordination of CONSULTANT, and COUNTY activities shall be accomplished through a CONSULTING CONTRACT MANAGER, and a COUNTY CONTRACT ADMINISTRATOR.

The CONSULTING CONTRACT MANAGER for the CONSULTANT shall be:

Mohan Char, PE, Project Manager

The COUNTY CONTRACT ADMINISTRATOR for COUNTY shall be:

Tayfun Saglam, PE, County Project Manager, or his designee

ARTICLE II • DEFINITION OF TASK ORDERS

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

1 Task Orders is hereinafter collectively referred to as the "TASK ORDERS".

2 **ARTICLE III • COOPERATIVE AGENCIES**

3 **A. Lead Agency**

4 COUNTY may be working cooperatively with other agencies in the effort to complete TASK ORDERS and
5 would generally be designated as the lead agency.

6 **B. Cooperative Agencies**

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

10 **C. COUNTY/AGENCIES Standards**

11 All deliverables shall be prepared in accordance with the current COUNTY, Caltrans and/ or AGENCIES
12 practices, regulations, policies, procedures, manuals and standards including compliance with Federal
13 Highway Administration requirements. All deliverables are subject to review and approval by COUNTY.

14 **ARTICLE IV • CONDITIONS**

15 **A. Notifications**

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

21 **B. Assignment**

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

24 **C. Subcontracts**

- 25 1. Nothing contained in this contract or otherwise, shall create any contractual relation between COUNTY
26 and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and
27 obligations hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and
28 omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it
29 is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation
to pay its subconsultant(s) is an independent obligation from COUNTY'S obligation to make payments to

1 the CONSULTANT.

- 2 2. CONSULTANT shall perform the work contemplated with resources available within its own organization
3 and no portion of the work pertinent to this contract shall be subcontracted without written authorization
4 by COUNTY's CONTRACT ADMINISTRATOR, except that, which is expressly identified in the approved
5 Cost Proposal.
- 6 3. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment
7 made to CONSULTANT by COUNTY.
- 8 4. Any substitution of subconsultant(s) must be approved in writing by COUNTY's CONTRACT
9 ADMINISTRATOR prior to the start of work by the subconsultant(s).
- 10 5. Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain all the
11 provisions stipulated in this contract to be applicable to subconsultants.
- 12 6. Regardless of the subcontract amount, CONSULTANT shall require all of its subcontractors to comply with
13 the terms of this contract listed below in the same manner as required of CONSULTANT:
- 14 a. The indemnification of the COUNTY,
 - 15 b. Requiring the same insurance of Subcontractors as required of CONSULTANT, and
 - 16 c. Having Subcontractor's insurance name the COUNTY as Additional Insured for each type of
17 insurance where this contract requires CONSULTANT's insurance to name COUNTY as
18 Additional Insured.

18 **D. Modifications**

- 19 1. This contract may be amended or modified only by mutual written agreement of the parties. No alteration
20 or variation of the terms of this contract will be valid unless made in writing and signed by the parties
21 hereto and no oral understanding or agreement not incorporated herein, will be binding on any of the
22 parties hereto except for minor modifications as defined below.
- 23 2. Execution of individual TASK ORDERS is authorized under the terms of this contract and is not
24 considered a modification. All TASK ORDERS must be approved in writing by the TLMA Director and by
25 the CONSULTING CONTRACT MANAGER or authorized designees.
- 26 3. There shall be no change in the CONSULTING CONTRACT MANAGER or key members of the
27 CONSULTANT's team without prior written approval by the COUNTY CONTRACT ADMINISTRATOR.
- 28 4. Modifications to the scope of services authorized under an approved TASK ORDER can be authorized by
29 the COUNTY CONTRACT ADMINISTRATOR for work that is generally consistent with the approved

1 scope of services and does not require funding in excess of the amount approved for the TASK ORDER.

2 **E. COUNTY Directives**

3 CONSULTANT shall receive contract directions and interpretations as to TASK ORDERS from the
4 COUNTY CONTRACT ADMINISTRATOR.

5 **F. Liability**

- 6 1. CONSULTANT has total responsibility for the accuracy and completeness of all data, reports, plans,
7 specifications and estimates prepared under TASK ORDERS and shall check all such material
8 accordingly. COUNTY will review all work product deliverables. The responsibility for accuracy and
9 completeness of such items remains solely that of CONSULTANT. Neither COUNTY'S review nor
10 approval shall give rise to any liability or responsibility on the part of COUNTY, or waive any of
11 COUNTY'S rights, or relieve CONSULTANT of its professional responsibilities or obligations under this
12 contract.
- 13 2. The plans, designs, estimates, calculations, reports and/or other documents furnished in accordance with
14 the TASK ORDERS shall meet the criteria for acceptance and be a product of neat appearance, well
15 organized, technically and grammatically correct, checked and having the preparer and checker
16 identified. The minimum standard of appearance, organization and contents shall be of similar types
17 produced by COUNTY and AGENCIES. If any work product submitted is not complete and ready for use
18 by COUNTY, it shall be marked "Draft" or similar designation to indicate it is not ready for use by
19 COUNTY. COUNTY expects that all work product not so designated is ready for use.
- 20 3. The page identifying preparers of engineering reports, the title sheet for specifications and each sheet of
21 plans, shall bear the professional seal, certificate number, registration classification, expiration date of the
22 certificate, and signature of the professional engineer(s) responsible for their preparation.
- 23 4. COUNTY and CONSULTANT agree that plans, drawings or other work products prepared by
24 CONSULTANT are for the exclusive use of COUNTY and will be used by COUNTY for the project for
25 which they were specifically designed. CONSULTANT shall not be responsible for use of such plans,
26 drawings or other work products if used on a different project without the written authorization or approval
27 by CONSULTANT.
- 28 5. CONSULTANT acknowledges that the plans, drawings and/or other work products may be used by
29 COUNTY for the intended project regardless of any disputes that may develop between CONSULTANT
and COUNTY. All plans, drawings, or other work product shall be deemed the sole and exclusive property

1 of COUNTY and ownership thereof is irrevocably vested in COUNTY whether the project is executed or
2 not.

3 6. CONSULTANT, and the agents and employees of CONSULTANT, in the performance of this contract,
4 shall act in an independent capacity as an independent contractor and not as officers, employees or
5 agents of COUNTY.

6 7. CONSULTANT has the sole discretion to determine how, when, and where to perform services required
7 to achieve the final result specified in the Scope of Services for the PROJECT subject to PROJECT
8 timelines; however, CONSULTANT shall also make themselves available during regular COUNTY
9 operating hours to fulfill any needed services to complete the PROJECT.

10 8. CONSULTANT has the right to perform services for other clients during the term of this contract as long
11 as such services are not in direct conflict with the services provided to COUNTY. CONSULTANT shall not
12 be allowed to perform design engineering services for utility companies regarding new utility installations
13 or utility relocations that become necessary as a result of the project assigned to the CONSULTANT in a
14 Task Order unless otherwise allowed in writing by the COUNTY CONTRACT ADMINISTRATOR.

15 9. CONSULTANT, and the agents and employees of CONSULTANT, shall not be entitled to and are not
16 eligible for COUNTY employee benefits, including, but not limited to, medical, dental or vision insurance,
17 life insurance, retirement benefits, vacation or sick pay, or any other benefit, or compensation beyond that
18 which is set forth explicitly in this contract.

19 10. CONSULTANT shall provide and maintain, throughout the term of this contract, their own workspace,
20 tools, equipment and supplies necessary to perform the duties set forth for CONSULTANT under this
21 contract. Notwithstanding the foregoing, COUNTY may, at its sole discretion, and with its prior written
22 consent, provide access to COUNTY facilities, offices or meeting rooms during regular business hours for
23 meetings, conferences or other work of CONSULTANT.

G. Indemnification and Defense

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

Engineering and Environmental On-Call Services Contract

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

6 2. CONSULTANT further agrees to and shall indemnify and hold harmless the County of Riverside, its
7 Agencies, Districts, Departments and Special Districts, their respective directors, officers, Board of
8 Supervisors, elected and appointed officials, employees, agents and representatives (hereinafter
9 individually and collectively referred to as "Indemnitees") from all liability arising from suits, claims,
10 demands, actions, or proceedings made by agents, employees or subcontractors of CONSULTANT for
11 salary, wages, compensation, health benefits, insurance, retirement or any other benefit not explicitly set
12 forth in this contract and arising out of work performed for COUNTY pursuant to this contract or any TASK
13 ORDER.

14 3. The duty to indemnify does not include loss, suits, claims, demands, actions, or proceedings caused by
15 actual negligence of Indemnitees; however, any actual negligence of Indemnitees will only affect the duty
16 to indemnify for the specific act found to be negligence, and will not preclude a duty to indemnify for any
17 act or omission of CONSULTANT.

18 4. CONSULTANT 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 CONSULTANT arising out of or from
21 the performance of services under this contract. The duty to defend applies to any alleged or actual
22 negligence, recklessness, willful misconduct, error or omission of CONSULTANT. The duty to defend
23 shall apply whether or not CONSULTANT is a party to the lawsuit, and shall apply whether or not
24 CONSULTANT is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if
25 Indemnitees are alleged or found to be actively negligent, unless the act or omission at issue was caused
26 by the sole active negligence of Indemnitees.

27 5. The specified insurance provisions and limits required in this contract shall in no way limit or circumscribe
28 CONSULTANT'S obligations to indemnify and hold harmless Indemnitees from third party claims.

29 6. In the event there is conflict between the indemnity and defense provisions and California Civil Code
Sections 2782 and 2782.8, the indemnity and defense provisions shall be interpreted to comply with Civil

1 Code sections 2782 and 2782.8.

2 **H. Quality Control**

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

14 **I. Value Engineering**

- 15 1. Elements of each TASK ORDER may be considered for Value Engineering Studies. To this end, the
16 COUNTY CONTRACT ADMINISTRATOR may direct the CONSULTANT to examine the various
17 elements of a design segment and submit an informal written statement or memorandum addressing
18 those elements where it appears significant savings and other advantages can be realized. The
19 statement shall be sufficiently informative to enable COUNTY to determine whether to direct a detailed
20 Value Engineering Study or possibly direct immediate design changes where the value of the change is
21 apparent without the need of detailed study and analysis.
- 22 2. CONSULTANT or its subcontractors shall not incorporate in the design materials or equipment of single
23 or sole source origin without written approval of COUNTY. Proprietary names of material or equipment
shall not be used in the plans and specifications.

24 **J. Extra Work**

- 25 1. CONSULTANT shall not perform Extra Work until receiving written authorization from the COUNTY
26 CONTRACT ADMINISTRATOR.
- 27 2. In the event that COUNTY directs CONSULTANT to provide services constituting Extra Work, COUNTY
28 shall provide extra compensation to the CONSULTANT through the approval of a separate TASK
29 ORDER package. Allowable compensation for approved extra work will be based on the provisions of the

1 approved TASK ORDER.

- 2 3. In the event the extra work exceeds the annual maximum budget amount authorized under the terms of
3 this contract, an amendment to this contract providing for such compensation for Extra Work shall be
4 issued by COUNTY to CONSULTANT. Such Amendment shall not be effective until executed by both
5 parties.

6 **K. Disputes**

- 7 1. In the event of a dispute or objection over work requested by COUNTY pursuant to this contract,
8 CONSULTANT agrees to first consult with COUNTY CONTRACT ADMINISTRATOR regarding the
9 dispute or objection and to take all appropriate action to protect the interests of COUNTY and the
10 PROJECT, including promptly complying with COUNTY requests when time is of the essence.
- 11 2. Any controversy or claim arising out of or relating to this contract which cannot be resolved by mutual
12 agreement may be settled by arbitration in accordance with the rules of the American Arbitration
13 Association, provided that the parties mutually agree to submit to arbitration.
- 14 3. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not
15 disposed of by agreement, shall be reviewed by COUNTY'S Chief Financial Officer.
- 16 4. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by
17 COUNTY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in
18 writing.
- 19 5. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONSULTANT from full
20 and timely performance in accordance with the terms of the contract.

21 **L. Termination Cause**

- 22 1. COUNTY reserves the right to terminate this contract upon thirty (30) calendar days written notice to
23 CONSULTANT with the reasons for termination stated in the notice.
- 24 2. In the event of termination of the contract, upon demand, CONSULTANT shall deliver to COUNTY all field
25 notes, surveys, studies, reports, plans, drawings, specifications, and all other materials and documents
26 prepared by or provided to CONSULTANT in the performance of this contract. All such documents and
27 materials shall be property of COUNTY.
- 28 3. In the event that this contract is terminated, CONSULTANT is entitled to full payment for all services
29 performed up to the time written notice of contract cancellation is received by CONSULTANT. Payment
shall be made for services performed to date based upon the percentage ratio that the basic services

1 performed bear to the services contracted for, less payments made to date; plus any amount for
2 authorized, but unpaid, extra work performed and costs incurred.

- 3 4. The maximum amount for which the Government shall be liable if this contract is terminated is \$500,000
4 dollars.

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

6 COUNTY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the
7 covenants herein contained at the time and in the manner herein provided. In the event of such
8 termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If
9 COUNTY terminates this contract with CONSULTANT, COUNTY shall pay CONSULTANT the sum due
10 to CONSULTANT under this contract prior to termination, unless the cost of completion to COUNTY
11 exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum
12 due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon
13 demand.

14 **N. Insurance**

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

- 21 1. Workers' Compensation:

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

- 27 2. Commercial General Liability:

28 Commercial General Liability insurance coverage, including but not limited to, premises liability,
29 unmodified contractual liability, products and completed operations liability, personal and advertising
injury, and cross liability coverage, covering claims which may arise from or out of CONSULTANT'S

Engineering and Environmental On-Call Services Contract

1 performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's
2 limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance
3 contains a general aggregate limit, it shall apply separately to this contract or be no less than two (2)
4 times the occurrence limit.

5 3. Vehicle Liability:

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

11 4. Professional Liability:

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

22 5. General Insurance Provisions - All lines:

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

Engineering and Environmental On-Call Services Contract

1 the election of the County's Risk Manager, CONSULTANT'S carriers shall either; 1) reduce or
2 eliminate such self-insured retention as respects this contract with the COUNTY, or 2) procure a bond
3 which guarantees payment of losses and related investigations, claims administration, and defense
4 costs and expenses.

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

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

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

1 type of insurance carried by the CONSULTANT has become inadequate.

2 f. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of
3 subconsultants working under this contract.

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

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

8 **O. Conflict of Interest**

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

20 2. CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have
21 an impact upon the outcome of this contract, or any ensuing COUNTY construction project.
22 CONSULTANT shall also list current clients who may have a financial interest in the outcome of this
23 contract, or any ensuing COUNTY construction project, which will follow.

24 3. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business
25 interest that would conflict with the performance of services under this contract.

26 4. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will
27 bid on any construction contract, or on any contract to provide construction inspection for any
28 construction project resulting from this contract. An affiliated firm is one, which is subject to the control of
29 the same persons through joint-ownership, or otherwise.

5. Except for subconsultants whose services are limited to providing surveying or materials testing

1 information, no subconsultant who has provided design services in connection with this contract shall be
2 eligible to bid on any construction contract, or on any contract to provide construction inspection for any
3 construction project resulting from this contract.

- 4 6. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the
5 provisions of this Article.

6 **P. Legal Compliance**

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

11 **Q. Nondiscrimination**

- 12 1. During the performance of this contract, CONSULTANT and its subconsultants shall not unlawfully
13 discriminate, harass, or allow harassment against any employee or applicant for employment because of
14 sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS),
15 mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care
16 leave. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their
17 employees and applicants for employment are free from such discrimination and harassment.
18 CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing
19 Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California
20 Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment
21 and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of
22 Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference
23 and made a part hereof as if set forth in full. CONSULTANT and its subconsultants shall give written
24 notice of their obligations under this clause to labor organizations with which they have a collective
25 bargaining or other Agreement.
- 26 2. CONSULTANT will provide all information and reports required by the Regulations, or orders and
27 instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources
28 of information, and its facilities as may be determined by COUNTY or AGENCIES to be pertinent to
29 ascertain compliance with such Regulations, orders and instructions. Where any information required of
CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information,

Engineering and Environmental On-Call Services Contract

1 CONSULTANT shall so certify to COUNTY or the Federal Highway Administration as appropriate and
2 shall set forth what efforts he has made to obtain the information.

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

- 6 • Withholding of payments to CONSULTANT under the contract until CONSULTANT complies;
- 7 • Cancellation, termination, or suspension of the contract in whole or in part.

8 4. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all
9 subcontracts to perform work under this contract.

10 5. The CONSULTANT shall comply with regulations relative to Title VI (nondiscrimination in federally-
11 assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 -
12 Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal
13 assistance will implement and maintain a policy of nondiscrimination in which no person in the state of
14 California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from
15 participation in, denied the benefits of or subject to discrimination under any program or activity by the
16 recipients of federal assistance or their assignees and successors in interest.

17 6. The CONSULTANT, with regard to the work performed by it during the Agreement shall act in accordance
18 with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin,
19 religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of
20 materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in
21 the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment
22 practices when the Agreement covers a program whose goal is employment.

23 7. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of
24 perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with,
25 the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California
26 Administrative Code, Section 8103.

R. Labor Code and Prevailing Wages

- 27 1. Certain Classifications of Labor under this contract may be subject to prevailing wage requirements.
- 28 2. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in
29 accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and

1 ordinances applicable to the work.

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

1 and subcontractors shall pay not less than the Federal minimum wage rate which most closely
2 approximates the duties of the employees in question.

3 6. When prevailing wages apply to the services described in the scope of work, transportation and
4 subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations
5 (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

6 7. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works
7 construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works,
8 shall contain all of the provisions of this Article.

9 **S. Review and Inspection**

10 CONSULTANT and any Subcontractors shall permit COUNTY and/or AGENCIES to review and inspect
11 contract activities including review and inspection on a daily basis.

12 **T. Record Retention / Audits**

13 1. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21,
14 California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters
15 connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT,
16 subconsultants, and COUNTY shall maintain and make available for inspection all books, documents,
17 papers, accounting records, and other evidence pertaining to the performance of the contract, including
18 but not limited to, the costs of administering the contract. All parties shall make such materials available
19 at their respective offices at all reasonable times during the contract period and for three years from the
20 date of final payment under the contract. The state, State Auditor, COUNTY, FHWA, or any duly
21 authorized representative of the Federal Government shall have access to any books, records, and
22 documents of CONSULTANT and it's certified public accountants (CPA) work papers that are pertinent to
23 the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies
24 thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

25 2. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or
26 reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR
27 audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related
28 work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related
29 laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's
responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's

1 work papers including making copies as necessary. The contract, cost proposal, and ICR shall be
2 adjusted by CONSULTANT and approved by COUNTY contract manager to conform to the audit or
3 review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit
4 report shall be incorporated into the contract by this reference if directed by COUNTY at its sole
5 discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that
6 the federal, state or local governments have access to CPA work papers, will be considered a breach of
7 contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

8
9 **U. Rebates, Kickbacks, or Other Unlawful Consideration**

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

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

- 16 1. CONSULTANT certifies to the best of his or her knowledge and belief that:
- 17 a. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of
18 CONSULTANT to any person for influencing or attempting to influence an officer or employee of any
19 state or federal agency; a Member of the State Legislature or United States Congress; an officer or
20 employee of the Legislature or Congress; or any employee of a Member of the Legislature or
21 Congress, in connection with the awarding of any state or federal contract; the making of any state or
22 federal grant; the making of any state or federal loan; the entering into of any cooperative agreement,
23 and the extension, continuation, renewal, amendment, or modification of any state or federal contract,
24 grant, loan, or cooperative agreement.
- 25 b. If any funds other than federal appropriated funds have been paid, or will be paid to any person for
26 influencing or attempting to influence an officer or employee of any federal agency; a Member of
27 Congress; an officer or employee of Congress, or an employee of a Member of Congress; in
28 connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall
29 complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with
its instructions.

- 1 2. This certification is a material representation of fact upon which reliance was placed when this transaction
2 was made or entered into. Submission of this certification is a prerequisite for making or entering into this
3 transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required
4 certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for
5 each such failure.
- 6 3. CONSULTANT also agrees by signing this document that he or she shall require that the language of this
7 certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub
8 recipients shall certify and disclose accordingly.

9 **W. Ownership of Data**

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

13 **X. Confidentiality of Data**

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

29 **Y. Funding Requirements**

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

1 agencies.

- 2 2. This contract is valid and enforceable only if sufficient funds are made available to COUNTY for the
3 purpose of the TASK ORDERS. In addition, this contract is subjected to any additional restrictions,
4 limitations, conditions or any statute enacted by Congress, State Legislature or COUNTY that may affect
5 the provisions, terms or funding of this contract in any manner.
- 6 3. It is mutually agreed that if sufficient funds for the program are not appropriated, this contract will be
7 amended or terminated to reflect any reduction in funds.

8 **Z. Debarment and Suspension Certification**

- 9 1. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under
10 the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB
11 Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which
12 certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer,
13 or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of
14 ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined
15 ineligible by any federal agency within the past three (3) years; does not have a proposed debarment
16 pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of
17 competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
18 Any exceptions to this certification must be disclosed to COUNTY.
- 19 2. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in
20 determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating
21 agency, and dates of action.
- 22 3. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services
23 Administration are to be determined by the Federal highway Administration.

24 **ARTICLE V • PERFORMANCE**

25 **A. Performance Period**

- 26 1. This contract shall go into effect on 9/1/15, contingent upon approval by COUNTY, and
27 CONSULTANT shall commence work after notification to proceed by COUNTY CONTRACT
28 ADMINISTRATOR. The contract shall end on June 30, 2018, unless extended by contract amendment.
- 29 2. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until

1 the proposed contract is fully executed and approved by COUNTY.

- 2 3. The period of performance for each specific project shall be in accordance with the TASK ORDER for that
3 project. If work on a TASK ORDER is in progress on the expiration date of this contract, the terms of the
4 contract shall be extended by contract amendment.
- 5 4. CONSULTANT shall perform TASK ORDER services in accordance with the provisions set forth in
6 Appendix B, Schedule of Services, which is attached hereto and incorporated herein by reference and in
7 accordance with the terms specifically set forth for each TASK ORDER.
- 8 5. The period of performance for TASK ORDERS shall be in accordance with dates specified in the TASK
9 ORDER. No TASK ORDER will be written which extends beyond the expiration date of this contract.
- 10 6. Where CONSULTANT is required to prepare and submit studies, reports, plans, etc., to COUNTY, these
11 shall be submitted in draft as scheduled, and the opportunity provided for COUNTY to offer comments
12 prior to final submission.
- 13 7. When COUNTY determines that CONSULTANT has satisfactorily completed the TASK ORDER services,
14 COUNTY may give CONSULTANT a written Notice of Final Acceptance. CONSULTANT shall not incur
15 any further costs hereunder unless so specified in the Notice of Final Acceptance. CONSULTANT may
16 request a Notice of Final Acceptance determination when, in its opinion, it has satisfactorily completed all
17 covenants as stipulated in this contract.
- 18 8. Time is of the essence in this contract.

19 **B. Time Extensions**

- 20 1. Any delay in providing TASK ORDER services required by this contract occasioned by causes beyond
21 the control and not due to the fault or negligence of CONSULTANT, shall be the reason for granting an
22 extension of time for the completion of the aforesaid work. When such delay occurs, CONSULTANT shall
23 promptly notify COUNTY in writing of the cause and of the extent of the delay whereupon COUNTY shall
24 ascertain the facts and the extent of the delay and grant an extension of time for the completion of the
25 work when, in COUNTY's judgment, their findings of fact justify such an extension of time.
- 26 2. COUNTY's findings of fact shall be final and conclusive to the parties hereto. However, this is not
27 intended to deny CONSULTANT its civil legal remedies in the event of a dispute.
- 28 3. TASK ORDERS may not be used to amend this Agreement and may not exceed the scope of work under
29 this Agreement.

C. Reporting Progress

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

6 **D. Evaluation of CONSULTANT**

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

8 **ARTICLE VI • COMPENSATION**

9 **A. Work Authorization**

- 10 1. CONSULTANT shall not commence performance of work or services until this contract has been
11 approved by COUNTY and notification to proceed has been issued by COUNTY CONTRACT
12 ADMINISTRATOR. No payment will be made prior to approval or for any work performed prior to
13 approval of this contract.
- 14 2. A TASK ORDER is of no force or effect until returned to COUNTY and signed by an authorized
15 representative of COUNTY. No expenditures are authorized on a project and work shall not commence
16 until a TASK ORDER for that project has been executed by the COUNTY.

17 **B. Basis of Compensation**

- 18 1. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANT's Cost
19 Proposal in Appendix C. The specified hourly rates shall include direct salary costs, employee benefits,
20 overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.
- 21 2. The total amount payable by COUNTY for an individual TASK ORDER shall not exceed the amount
22 agreed to in the TASK ORDER.
- 23 3. The total amount payable by COUNTY for all TASK ORDERS resulting from this contract shall not exceed
24 \$1,500,000. It is understood and agreed that there is no guarantee, either expressed or implied that this
25 dollar amount will be authorized under this contract through TASK ORDERS.
- 26 4. Specific projects will be assigned to CONSULTANT through issuance of TASK ORDERS.
- 27 5. After a project to be performed under this contract is identified by COUNTY, COUNTY will prepare a draft
28 TASK ORDER; less the cost estimate. A draft TASK ORDER will identify the scope of services, expected
29 results, project deliverables, period of performance, project schedule and will designate a COUNTY
Project Coordinator. The draft TASK ORDER will be delivered to CONSULTANT for review.

Engineering and Environmental On-Call Services Contract

1 CONSULTANT shall return the draft TASK ORDER within ten (10) calendar days along with a Cost
2 Estimate, including a written estimate of the number of hours and hourly rates per staff person, any
3 anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has
4 been reached on the negotiable items and total cost; the finalized TASK ORDER shall be signed by both
5 COUNTY and CONSULTANT.

- 6 6. TASK ORDERS may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of
7 compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's
8 Cost Proposal.
- 9 7. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the
10 approved Cost Proposal.
- 11 8. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain
12 prior written approval for a revised milestone cost estimate from the COUNTY CONTRACT
13 ADMINISTRATOR before exceeding such estimate.
- 14 9. Prior authorization in writing, by COUNTY's CONTRACT ADMINISTRATOR shall be required before
15 CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for
16 supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the
17 necessity or desirability of incurring such costs.
- 18 10. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and
19 exceeding \$5,000 prior authorization by COUNTY's CONTRACT ADMINISTRATOR; three competitive
20 quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- 21 11. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall
22 maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a
23 useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment
24 needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the
25 conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment
26 and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price
27 obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit
28 COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair
29 market value shall be determined at CONSULTANT's expense, on the basis of a competent independent
appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by

COUNTY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

12. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed TASK ORDER.
13. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
14. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
15. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to COUNTY.
16. CONSULTANT also agrees to comply with Federal procedures in accordance with Office of Management and Budget Circular A-102, Uniform Administrative Requirements for Grants-in-Aid to State and Local Governments.
17. In the event of errors or omissions in any work product, CONSULTANT shall perform the necessary engineering services required to correct such errors and omissions without additional charge to COUNTY.
18. All subcontracts in excess of \$25,000 shall contain the above provisions.

C. Progress Payments

1. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY'S CONTRACT ADMINISTRATOR of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each TASK ORDER. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the TASK ORDER. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and TASK ORDER number. Credits due to the COUNTY that include any equipment purchased under the provisions of Article VI, Compensation of this contract, must be reimbursed by CONSULTANT prior to the expiration or termination of this contract. Invoices shall be

1 mailed to COUNTY's Contract Administrator at the following address:

2 TLMA Accounts Payable

3 Tayfun Saglam, PE, County Project Manager

4 PO BOX 1605

5 Riverside, CA 92502

- 6 2. CONSULTANT shall submit separate invoices for each TASK ORDER in accordance with Appendix C,
7 Budget, the executed TASK ORDER, and in accordance with COUNTY Engineering Services Invoicing
8 Procedures.
- 9 3. Progress payments for each TASK ORDER will be made monthly in arrears based on services provided
10 and actual costs incurred.
- 11 4. Invoices shall be submitted to the COUNTY CONTRACT ADMINISTRATOR.
- 12 5. Payments will be made as promptly as fiscal procedures will permit upon receipt by the COUNTY
13 CONTRACT ADMINISTRATOR of itemized invoices.
- 14 6. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a
15 TASK ORDER, no payment will be made until the deliverable has been satisfactorily completed.

16 **ARTICLE VII • GIS INFORMATION**

- 17 A. "GIS Information" shall include GIS digital files (including the information or data contained therein) and any
18 other information, data, or documentation from County GIS (regardless of medium or format) that is provided
19 pursuant to this contract.
- 20 B. CONSULTANT acknowledges that the unauthorized use, transfer, assignment, sublicensing, or disclosure of
21 the GIS information, documentation, or copies thereof will substantially diminish their value to COUNTY.
22 CONSULTANT acknowledges and agrees that COUNTY GIS information is a valuable proprietary product,
23 embodying substantial creative efforts, trade secrets, and confidential information and ideas. COUNTY GIS
24 information is and shall remain the sole property of COUNTY; and there is no intention of COUNTY to transfer
25 ownership of COUNTY GIS information.
- 26 C. COUNTY GIS information is made available to CONSULTANT solely for use in the normal course of
27 CONSULTANT's business to produce reports, analysis, maps and other deliverables only for this contract and
28 as described within the Scope of Services or authorized TASK ORDERS.
- 29 D. CONSULTANT agrees to indemnify and hold harmless COUNTY, its officers, employees and agents from any
and all liabilities, claims, actions, losses or damages relating to or arising from CONSULTANT's use of

1 COUNTY GIS information.

- 2 E. GIS information cannot be used for all purposes; and GIS information may not be complete for all purposes.
3 Additional investigation or research by CONSULTANT into other sources will be required. GIS information is
4 intended only as an information base and is not intended to replace any legal records. COUNTY has used
5 and will continue to use its best efforts to correctly input into COUNTY GIS the information contained in
6 various legal and other records; but COUNTY accepts no responsibility for any conflict with actual legal
7 records or for information not transferred from legal records to COUNTY GIS. COUNTY has attempted to
8 update GIS information as often as is practically feasible. However, CONSULTANT should be aware that GIS
9 information may not be current and changes or additions to the information contained in COUNTY GIS may
10 not yet be reflected in COUNTY GIS.
- 11 F. COUNTY accepts no responsibility for the use of GIS information; and COUNTY provides no warranty for the
12 use of COUNTY GIS or COUNTY GIS information by CONSULTANT. THE WARRANTIES SPECIFICALLY
13 SET FORTH IN THIS CONTRACT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED,
14 INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE;
15 AND SUCH OTHER WARRANTIES ARE HEREBY EXCLUDED.
- 16 G. Final plans, drawings or other work product will be provided in an electronic format suitable for inclusion within
17 the COUNTY GIS or CADD Systems by CONSULTANT and will contain the appropriate meta data and will be
18 geographically registered using a appropriate coordinate system such as the California State Plane
19 Coordinate System NAD 83.
20
21
22
23
24
25
26
27
28
29

ARTICLE VIII • APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

[Signature] Dated: 8/10/15
JUAN C. PEREZ

Director of Transportation and Land Management

APPROVED AS TO FORM:

GREGORY P. PRIAMOS, COUNTY COUNSEL

[Signature] Dated: 8/13/15
By Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

[Signature] Dated: SEP 01 2015
MARION ASHLEY

PRINTED NAME
Chairman, Riverside County Board of Supervisors

ATTEST:

[Signature] Dated: SEP 01 2015
KECIA HARPER-IHEM

Clerk of the Board (SEAL)

CONSULTANT Approvals

CONSULTANT:

[Signature] Dated: 7/16/2015
Mohan Char, PhD, PE
PRINTED NAME

CEO
TITLE

CONSULTANT:

[Signature] Dated: 7/16/2015
Steve Mislinski, PE
PRINTED NAME

President
TITLE

APPENDIX A • ARTICLE AI • INTRODUCTION

A. DESCRIPTION

Services provided under this contract include performing engineering and environmental services on an on-call basis to the County of Riverside Transportation Department for work assignments related to bridges and miscellaneous structures located throughout the COUNTY. CONSULTANT will provide technical, administrative, managerial and other types of services in support of COUNTY operations.

B. COORDINATION

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

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

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

C. STANDARDS

The preliminary plans, technical reports, and environmental documents shall be prepared in accordance with current CALTRANS regulations, policies, procedures, manuals and standards including compliance with Federal Highway Administration (FHWA) requirements and/or COUNTY Road Standards as appropriate. Caltrans guidelines for the technical studies and the environmental document will follow the guidance available as of contract date. The technical reports prepared to support the environmental documents will follow the format for Caltrans Project Reports. Improvements of local roads may be prepared in accordance with COUNTY standards in lieu of CALTRANS standards as directed by the COUNTY CONTRACT ADMINISTRATOR. CONSULTANT will prepare fact sheets for County approval, documenting the exceptions to mandatory and advisory design standards. All documents shall be prepared using English Standard Units and dimensions.

1. Environmental

The procedures to be followed and the content of the environmental surveys, environmental technical reports and environmental documents are set forth in CALTRANS Project Development Procedures Manual (PDPM), CALTRANS Environmental Handbook, CALTRANS Transportation Laboratory technical manuals for environmental studies, FHWA's Technical Advisory T6640.8A and on CALTRANS Standard Environmental

1 Reference (SER) at the CALTRANS website.

2 Federal and State requirements for environmental analysis and impact assessment, as set forth in the
3 National Environmental Policy Act (NEPA), the California Environmental Quality Act (CEQA) and other
4 applicable Federal and State regulations, must be satisfied.

5 2. Preliminary Survey/Aerial Topographical Mapping

6 All preliminary surveys and aerial mapping shall be performed by COUNTY. If for some reason COUNTY
7 cannot perform preliminary surveys and aerial mapping, CONSULTANT will be asked to perform these tasks.

8 3. Design

9 The design standards used for any project should equal or exceed the minimum standards given in Caltrans
10 Local Assistance Procedures Manual (LAPM), Chapter 11, Design Standards. Taking into account costs,
11 traffic volumes, traffic and safety benefits, right of way, socio-economic; and environmental impacts allows for
12 the use of lower standards only when such use best satisfies the given situation. All exceptions from
13 accepted standards shall be justified, documented and retained in the project files.

- 14 • Roadway design shall be in accordance with the current CALTRANS Highway Design Manual and its
15 revisions and/or COUNTY Road Standards as appropriate.
- 16 • Traffic design shall be in accordance with the Manual of Uniform Traffic Control Devices (MUTCD)
17 and the California Supplement.
- 18 • All bridges located in the unincorporated COUNTY area shall be designed in accordance with the
19 current edition of the Caltrans Bridge Design Specifications manual available at this website:
20 <http://www.dot.ca.gov/hq/esc/techpubs/>
- 21 • Microstation (compatible with current County version) software will be used for plan preparation.

22 4. Project Files

23 Project files shall be indexed in accordance with CALTRANS Project Development Uniform File System.

24 **D. KEY PERSONNEL**

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

Engineering and Environmental On-call Services Contract • Scope of Services

Name	Position
Mohan Char, P.E.	Project Manager
Mark Stiller, P.E.	Structures Lead
Edward Ng, P.E.	Roadway/Drainage/Utility Lead
Brian Calvert	Environmental Lead

ARTICLE AII • PROJECT ADMINISTRATION

A. PROJECT MANAGEMENT

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

B. COST ACCOUNTING

The CONSULTANT will prepare monthly reports of expenditures for each on-call assignment. Expenditures include direct labor costs, other direct costs and subconsultant costs. These reports will be included as supporting data for invoices presented to the COUNTY every month.

C. SCHEDULING

Schedules will be prepared for each specific assignment.

ARTICLE AIII • SCOPE OF WORK

The scope of work for this contract is to provide engineering and environmental services on an on-call basis to the County of Riverside Transportation Department for bridges and miscellaneous structures related TASK ORDERS throughout the COUNTY. Services will be performed at the request of the COUNTY CONTRACT ADMINISTRATOR. CONSULTANT and/or COUNTY shall prepare a written scope of work and schedule for each WORK ASSIGNMENT. CONSULTANT and COUNTY shall negotiate and establish a budget that is consistent with the scope of work and the CONSULTANT 's billing rates as provided in Appendix C. Each TASK ORDER shall be memorialized in writing and approved by the TLMA Director and by the CONSULTING CONTRACT MANAGER or authorized designees. The yearly sum of the authorized budget for CONSULTANT 's TASK ORDERS shall not exceed the maximum annual amount as defined in Appendix C.

The CONSULTANT may be required to provide engineering and environmental on-call services that include but are not limited to the following:

1 **A. ENGINEERING TASKS**

- 2 1. Perform planning studies.
- 3 2. Perform traffic impact studies.
- 4 3. Prepare Grant funding applications.
- 5 4. Perform drainage analysis and prepare hydrology reports.
- 6 5. Perform quantity take offs and prepare engineer estimates.
- 7 6. Prepare bridge plans and specifications.
- 8 7. Prepare roadway/highway engineering plans and specifications.
- 9 8. Structural Plans and specifications.
- 10 9. Prepare landscaping plans and specifications.
- 11 10. Prepare NPDES erosion control plans/ WQMP implementation plans.
- 12 11. Prepare Right-of-way requirement maps.
- 13 12. Perform utility coordination activities.
- 14 13. Prepare engineering land surveys.
- 15 14. Perform public outreach.
- 16 15. Provide support during the construction phase of the project.
- 17 16. Provide other bridge and structural engineering related professional services as required, such as,
- 18 reviewing bridge planning studies, Type Selection Reports, as well as all progress submittals for bridge
- 19 Plans, Specifications, and Estimates (PS&E) prepared as part of various Development and Capital
- 20 Improvement projects for compliance with guidelines, constructability, and Quality Assurance.

21 **B. ENVIROMENTAL TASKS**

- 22 1. Prepare NEPA and CEQA environmental documents to comply with the Federal and State regulations.
- 23 2. Prepare all environmental technical studies.
- 24 3. Perform all environmental surveys.
- 25 4. Prepare any environmental report as needed.
- 26 5. Prepare Water Quality Management Plan.
- 27 6. Provide any other environmental related professional services as required.
- 28
- 29

APPENDIX B • ARTICLE BI • INTRODUCTION

The Engineer shall perform the covenants set forth in Appendix A, Scope of Services in accordance with the performance requirements of Article V of this agreement and with the following Schedule of Services. All Covenants set forth in this agreement shall be completed by June 30, 2018, unless extended by a supplemental agreement. Extensions, if granted, shall be made in 1 year increments up to a total of two years with Board authorization. If the approval date of this agreement precedes June 30, 2015, the duration from the date of agreement to June 30, 2016 shall be considered the first year of the agreement. Deliverables schedules will be prepared for each specific Task Order that CONSULTANT is assigned.

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

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

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

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

11 **A. DIRECT LABOR COSTS**

12 Direct Labor costs shall be paid in an amount equal to the billing rates provided in ARTICLE CV • BILLING
13 RATES. CONSULTANT shall obtain prior written authorization from COUNTY CONTRACT
14 ADMINISTRATOR on billing rates for staff positions not listed in ARTICLE CV BILLING RATES.

15 **B. OTHER DIRECT EXPENSES**

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

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

20 **C. OUTSIDE SERVICES**

21 Outside services shall be paid in accordance with the negotiated cost proposal for each TASK ORDER.

22 **ARTICLE CII • INVOICING**

23 ENGINEER shall submit invoices in accordance with the Engineering and Environmental On-Call Services
24 Contract ARTICLE VI • COMPENSATION and with the following requirements.

- 25 1. Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed
26 in writing by the COUNTY CONTRACT ADMINISTRATOR.
- 27 2. Billings for direct labor, other direct expenses and outside services shall be included in CONSULTANT's
28 monthly invoice submittals and shall be in conformance with the COUNTY Engineering and
29

Environmental On-Call Services Invoicing Procedures.

- 3. The charges for each individual assigned under this Contract shall be listed separately.
- 4. 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. CONSULTANT is not required to submit substantiating documentation for charges (of any one item) below \$500.00. However, CONSULTANT shall retain such documentation ready to present if required by project audits.
- 5. Each invoice shall bear a certification signed by the CONSULTING 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 CIII • PAYMENT

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

ARTICLE CIV • COST PROPOSAL

The total annual amount of services to be performed under this contract is not to exceed \$500,000 unless approved in writing by COUNTY.

Annual Budget Amounts...

Year	Amount
Contract Execution Date to June 30, 2016	\$500,000
July 1, 2016 to June 30, 2017	\$500,000
July 1, 2017 to June 30, 2018	\$500,000
July 1, 2018 to June 30, 2019	\$500,000 Requires TLMA Director or Board Approval
July 1, 2019 to June 30, 2020	\$500,000 Requires TLMA Director or Board Approval

ARTICLE CV • BILLING RATES

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

A. PREMIUM OVERTIME

Billing 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 contract. In

1 such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier.

2 **B. BILLING RATES**

3 Billing Rates shown herein are in effect for three years following the effective date of the contract. Thereafter,
4 CONSULTANT may request adjustments to individual rates on an annual basis. CONSULTANT shall notify
5 COUNTY in writing requesting a change in the rates included herein. All adjustments to rates shall be subject
6 to approval by the TLMA Director, or his designee.
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

**Engineering and Environmental Services On-Call Contract
for Replacement and Rehabilitation of Various County of Riverside Bridges
Billing Rates**

Consultant or Subconsultant NCM Engineering Corporation Contract No. _____ Date 07/06/15

Fringe Benefit 60.83% + Overhead 119.17% + General Administration 0.00% = Combined Indirect Cost Rate (ICR) 180%
 (= 0% if Included in OH) (= 0% if Included in OH)

FEE % = 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²		Effective date of hourly rate From To	Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x) OT(2x)				
Mohan Char Project Manager/Principal	\$265.00	n/a	08/18/2015 06/30/2018	\$95.00		n/a
Steve Mislinski Structures Lead/Principal	\$265.00	n/a	08/18/2015 06/30/2018	\$95.00		n/a
Edward Ng Roadway Design/Principal	\$265.00	n/a	08/18/2015 06/30/2018	\$95.00		n/a
Rich Hoisington QA-QC	\$178.52	n/a	08/18/2015 06/30/2018	\$57.96		n/a
Mark Gonzalez Roadway Design/Project Engineer	\$193.79	n/a	08/18/2015 06/30/2018	\$62.92		n/a
Samantha Cadena Roadway Design/Assistant Engineer	\$96.90	n/a	08/18/2015 06/30/2018	\$31.46		n/a
Youichi Nakagawa Roadway Design/Engineer II	\$137.71	n/a	08/18/2015 06/30/2018	\$44.71		n/a
Mark Stiller Bridge Design/Engineer III	\$163.21	n/a	08/18/2015 06/30/2018	\$52.99		n/a
Kimberly Gee Bridge Design/Engineer II	\$137.71	n/a	08/18/2015 06/30/2018	\$44.71		n/a
David Kim Bridge Design/Engineer III	\$163.21	n/a	08/18/2015 06/30/2018	\$52.99		n/a
Ray Andradek CADD/Senior CADD	\$140.23	n/a	08/18/2015 06/30/2018	\$45.53		n/a
Ranju Char Administrative/ Clerical	\$76.51	n/a	08/18/2015 06/30/2018	\$24.84		n/a

**Engineering and Environmental Services On-Call Contract
for Replacement and Rehabilitation of Various County of Riverside Bridges
Billing Rates**

BILLING INFORMATION			CALCULATION INFORMATION				
Name/Job Title/Classification ¹	Hourly Billing Rates ²		Effective date of hourly rate From	To	Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x) OT(2x)					
Ahila Sivathasan Bridge Design/Engineer II	\$137.71	n/a	08/18/2015	06/30/2018	\$44.71		n/a
NCM HOURLY RATES BY CLASSIFICATION							
Principal	\$265.00	n/a	08/18/2015	06/30/2018	\$95.00		\$95.00
Project Manager	\$221.82	n/a	08/18/2015	06/30/2018	\$72.02		\$72.02
Project Engineer	\$193.79	n/a	08/18/2015	06/30/2018	\$62.92		\$62.92
Senior Civil Engineer	\$193.79	n/a	08/18/2015	06/30/2018	\$62.92		\$62.92
Senior Bridge Engineer	\$193.79	n/a	08/18/2015	06/30/2018	\$62.92		\$62.92
Engineer III	\$163.21	n/a	08/18/2015	06/30/2018	\$52.99		\$52.99
Engineer II	\$137.71	n/a	08/18/2015	06/30/2018	\$44.71		\$44.71
Engineer I	\$119.84	n/a	08/18/2015	06/30/2018	\$38.91		\$38.91
Assistant Engineer	\$96.90	n/a	08/18/2015	06/30/2018	\$31.46		\$31.46
Senior CADD Designer	\$140.23	n/a	08/18/2015	06/30/2018	\$45.53		\$45.53
CADD Designer	\$104.54	n/a	08/18/2015	06/30/2018	\$33.94		\$33.94
QA/QC Engineer	\$178.52	n/a	08/18/2015	06/30/2018	\$57.96		\$57.96
Clerical/Administration	\$76.51	n/a	08/18/2015	06/30/2018	\$24.84		\$24.84

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

**Engineering and Environmental Services On-Call Contract
for Replacement and Rehabilitation of Various County of Riverside Bridges
Billing Rates**

Consultant or Subconsultant Diaz Yourman & Associates Contract No. _____ Date 07/06/15

Fringe Benefit 0.00% + Overhead 215.68% = Combined Indirect Cost Rate (ICR) 215.68%
 (= 0% if Included in OH) (= 0% if Included in OH)

FEE % = 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²		Effective date of hourly rate From To	Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x) OT(2x)				
V.R. Nadeswaran Principal Engineer/ Engineering QA/QC	\$256.48	n/a	08/18/2015 06/30/2018	\$73.86		
S. Niranjana Associate Engineer I/ Project Manager	\$179.84	n/a	08/18/2015 06/30/2018	\$51.79		
Charles Chen Staff Engineer I/ Field Exploration, Analysis, Reporting	\$98.90	n/a	08/18/2015 06/30/2018	\$28.48		
Ted Reinart Staff Engineer II/Project Manager	\$111.78	n/a	08/18/2015 06/30/2018	\$32.19		
Saroj Weeraratne Associate Engineer II/ Engineering QA/QC	\$204.60	n/a	08/18/2015 06/30/2018	\$58.92		
Ashley Helma CADD	\$78.93	n/a	08/18/2015 06/30/2018	\$22.73		
Deanna Rose Technical Editor/Word Processing	\$120.39	n/a	08/18/2015 06/30/2018	\$34.67		
Kelly Shaw Staff Geologist	\$79.10	n/a	08/18/2015 06/30/2018	\$22.78		

**Engineering and Environmental Services On-Call Contract
for Replacement and Rehabilitation of Various County of Riverside Bridges
Billing Rates**

BILLING INFORMATION			CALCULATION INFORMATION				
Name/Job Title/Classification ¹	Hourly Billing Rates ² Straight OT(1.5x) OT(2x)	Effective date of hourly rate From To	Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only		
DYA HOURLY RATES BY CLASSIFICATION							
Principal Engineer Engineering QA/QC	\$244.25	08/18/2015	\$70.34		\$70.34		
Associate Engineer II Engineering Analyses, Reporting	\$201.63	08/18/2015	\$58.07		\$58.07		
Associate Engineer I Engineering Analyses, Reporting	\$173.40	08/18/2015	\$49.94		\$49.94		
Project Engineer II ISA, Engineering Analyses, Reporting	\$156.38	08/18/2015	\$45.04		\$45.04		
Staff Engineer II Data Review, Field Exploration, Engineering Analyses, Reporting	\$109.49	08/18/2015	\$31.53		\$31.53		
Staff Engineer/Geologist I Data Review, Field Exploration, Engineering Analyses	\$89.71	08/18/2015	\$25.83		\$25.83		
Technician* Construction Observation	\$186.18	08/18/2015	\$53.62		\$53.62		
CADD	\$79.76	08/18/2015	\$22.97		\$22.97		
Technical Editor/Word Processor	\$121.64	08/18/2015	\$35.03		\$35.03		

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

**Engineering and Environmental Services On-Call Contract
for Replacement and Rehabilitation of Various County of Riverside Bridges
Billing Rates**

Consultant or Subconsultant Green Com, Inc. Contract No. _____ Date 07/06/15

Fringe Benefit 0.00% + Overhead 175.00% = General Administration 0.00% + Combined Indirect Cost Rate (ICR) 175%
 (= 0% if Included in OH) (= 0% if Included in OH)

FEE % = 10.00%

BILLING INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²		CALCULATION INFORMATION				Hourly range - for classifications only
	Straight	OT(1.5x) OT(2x)	Effective date of hourly rate From	To	Actual or Avg. hourly rate ³	% or \$ increase	
Dennis Green Project Manager/Community/Public Outreach Specialist	\$168.30	\$0.00	08/18/2015	06/30/2018	\$55.64		Not Applicable
Daisy Terrazas Community/Public Outreach Assistants	\$76.50	\$0.00	08/18/2015	06/30/2018	\$25.28		Not Applicable
Natasha Ferguson Community/Public Outreach Assistants	\$76.50	\$0.00	08/18/2015	06/30/2018	\$25.28		Not Applicable
Verna Liles Community/Public Outreach Assistants	\$76.50	\$0.00	08/18/2015	06/30/2018	\$25.28		Not Applicable
Martin Wallace – Senior Graphics/Web Technician	\$112.20	\$0.00	08/18/2015	06/30/2018	\$37.09		Not Applicable

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

**Engineering and Environmental Services On-Call Contract
for Replacement and Rehabilitation of Various County of Riverside Bridges
Billing Rates**

Consultant or Subconsultant ICF Jones & Stokes Contract No. _____ Date 07/06/15

Fringe Benefit 34.00% + Overhead 148.00% + General Administration 5.96% = Combined Indirect Cost Rate (ICR) 187.96%
 (= 0% if Included in OH) (= 0% if Included in OH)

FEE % = 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²		Effective date of hourly rate From To	Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x) OT(2x)				
Mike Amling Project Director	\$263.10	n/a	08/18/2015 06/30/2018	\$83.06		n/a
Mario Anaya Senior Consultant II	\$102.72	n/a	08/18/2015 06/30/2018	\$32.43		n/a
Keturah Anderson Senior Consultant II	\$156.54	n/a	08/18/2015 06/30/2018	\$49.42		n/a
Mario Barrera Senior Consultant I	\$113.59	n/a	08/18/2015 06/30/2018	\$35.86		n/a
Andrew Bursan Senior Consultant I	\$91.80	n/a	08/18/2015 06/30/2018	\$28.98		n/a
Brittany Buscombe Associate Consultant III	\$124.04	n/a	08/18/2015 06/30/2018	\$39.15		n/a
Saadia Byram Associate Consultant I	\$91.80	n/a	08/18/2015 06/30/2018	\$28.98		n/a
Brian Calvert Project Director	\$254.48	n/a	08/18/2015 06/30/2018	\$80.34		n/a
Malia Campanella Associate Consultant II	\$82.83	n/a	08/18/2015 06/30/2018	\$26.15		n/a
Namrata Cariapa Senior Consultant II	\$133.61	n/a	08/18/2015 06/30/2018	\$42.18		n/a
Ken Cherry Associate Consultant I	\$108.87	n/a	08/18/2015 06/30/2018	\$34.37		n/a
Karolina Chime! Associate Consultant III	\$94.71	n/a	08/18/2015 06/30/2018	\$29.90		n/a

**Engineering and Environmental Services On-Call Contract
for Replacement and Rehabilitation of Various County of Riverside Bridges
Billing Rates**

BILLING INFORMATION			CALCULATION INFORMATION				
Name/Job Title/Classification ¹	Hourly Billing Rates ²		Effective date of hourly rate From	To	Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x) OT(2x)					
Keith Cooper Sr Technical Analyst	\$193.32	n/a	08/18/2015	06/30/2018	\$61.03		n/a
Karen Crawford Project Director	\$172.44	n/a	08/18/2015	06/30/2018	\$54.44		n/a
Dave Duncan Associate Consultant III	\$88.56	n/a	08/18/2015	06/30/2018	\$27.96		n/a
Erika Eidson Senior Consultant I	\$120.11	n/a	08/18/2015	06/30/2018	\$37.92		n/a
Jessica Feldman Senior Consultant II	\$132.47	n/a	08/18/2015	06/30/2018	\$41.82		n/a
Peter Feldman Senior Consultant II	\$102.72	n/a	08/18/2015	06/30/2018	\$32.43		n/a
Stephanie Gasca Senior Consultant II	\$163.29	n/a	08/18/2015	06/30/2018	\$51.55		n/a
David Greenwood Senior Consultant I	\$117.77	n/a	08/18/2015	06/30/2018	\$37.18		n/a
Kristen Haack Admin Technician	\$55.46	n/a	08/18/2015	06/30/2018	\$17.51		n/a
Jon Peter Hardie Senior Consultant II	\$138.87	n/a	08/18/2015	06/30/2018	\$43.84		n/a
Jonathan Higginson Senior Consultant II	\$133.35	n/a	08/18/2015	06/30/2018	\$42.10		n/a
Elizabeth Hilton Senior Consultant II	\$105.57	n/a	08/18/2015	06/30/2018	\$33.33		n/a
Liz Irvin Associate Consultant I	\$116.06	n/a	08/18/2015	06/30/2018	\$36.64		n/a
Megan Jameson Senior Consultant II	\$143.52	n/a	08/18/2015	06/30/2018	\$45.31		n/a
Andrew Johnson Associate Consultant II	\$75.29	n/a	08/18/2015	06/30/2018	\$23.77		n/a

**Engineering and Environmental Services On-Call Contract
for Replacement and Rehabilitation of Various County of Riverside Bridges
Billing Rates**

BILLING INFORMATION			CALCULATION INFORMATION				
Name/Job Title/Classification ¹	Hourly Billing Rates ²		Effective date of hourly rate From	To	Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x) OT(2x)					
Tanya Jones Associate Consultant III	\$106.56	n/a	08/18/2015	06/30/2018	\$33.64		n/a
Tanvi Lai Senior Consultant I	\$114.70	n/a	08/18/2015	06/30/2018	\$36.21		n/a
John Mathias Assistant Consultant	\$97.53	n/a	08/18/2015	06/30/2018	\$30.79		n/a
Matt McFalls Senior Consultant I	\$116.57	n/a	08/18/2015	06/30/2018	\$36.80		n/a
Jenelle Mountain-Castro Assistant Consultant	\$87.61	n/a	08/18/2015	06/30/2018	\$27.66		n/a
Daniel Paul Senior Consultant II	\$133.07	n/a	08/18/2015	06/30/2018	\$42.01		n/a
Mari Piantka Senior Consultant II	\$169.91	n/a	08/18/2015	06/30/2018	\$53.64		n/a
Phil Richards Senior Consultant II	\$141.43	n/a	08/18/2015	06/30/2018	\$44.65		n/a
Michael D. Richards Senior Consultant I	\$99.37	n/a	08/18/2015	06/30/2018	\$31.37		n/a
Mark Robinson Sr. Technical Analyst	\$180.99	n/a	08/18/2015	06/30/2018	\$57.14		n/a
Paul Schwartz Senior Consultant I	\$122.27	n/a	08/18/2015	06/30/2018	\$38.60		n/a
Paul Shattuck Associate Consultant III	\$75.61	n/a	08/18/2015	06/30/2018	\$23.87		n/a
Richard Starzak Sr Project Director	\$290.24	n/a	08/18/2015	06/30/2018	\$91.63		n/a
Soraya Swiontek Associate Consultant III	\$97.59	n/a	08/18/2015	06/30/2018	\$30.81		n/a
Russel Whisman Senior Consultant I	\$93.38	n/a	08/18/2015	06/30/2018	\$29.48		n/a
Youji Yasui Senior Consultant III	\$161.55	n/a	08/18/2015	06/30/2018	\$51.00		n/a

**Engineering and Environmental Services On-Call Contract
for Replacement and Rehabilitation of Various County of Riverside Bridges
Billing Rates**

Consultant or Subconsultant Iteris, Inc. Contract No. _____ Date 07/06/15

Fringe Benefit + Overhead = Combined Indirect Cost Rate (ICR)
 55.98% + 112.70% = 168.68%
 (= 0% if Included in OH) (= 0% if Included in OH)

FEE % = 10.00%

***Please note Iteris yearly increase are due in March. New rates are in effect 3/28/15

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²		Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x) OT(2x)	From	To			
John Lower Associate Vice President	\$285.05	n/a	08/18/2015	06/30/2018	\$96.45		n/a
Bernard K. Li Associate Vice President	\$256.13	n/a	08/18/2015	06/30/2018	\$86.66		n/a
Shaumik Pal Senior Transportation Planner	\$164.81	n/a	08/18/2015	06/30/2018	\$55.76		n/a
Jennifer Martin Senior Transportation Engineer	\$175.65	n/a	08/18/2015	06/30/2018	\$59.43		n/a
Deepak Kaushik Senior Transportation Engineer I	\$141.13	n/a	08/18/2015	06/30/2018	\$47.75		n/a

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

**Engineering and Environmental Services On-Call Contract
for Replacement and Rehabilitation of Various County of Riverside Bridges
Billing Rates**

Consultant or Subconsultant Lin Consulting, Inc. Contract No. _____ Date 07/06/15

Fringe Benefit 10.00% + Overhead 61.00% + General Administration 94.00% = Combined Indirect Cost Rate (ICR) 165.00%
 (= 0% if Included in OH) (= 0% if Included in OH)

FEE % = 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²		Effective date of hourly rate From To	Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x) OT(2x)				
William Sun Principal-In-Charge	\$187.32	n/a	0/8/18/2015 06/30/2018	\$64.26		n/a
Gary Hansen Senior Project Manager	\$166.50	n/a	0/8/18/2015 06/30/2018	\$57.12		n/a

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:
 • Denote all employees subject to prevailing wage with an asterisks (*)
 • For "Other Direct Cost" listing, see page 2 of this Exhibit

**Engineering and Environmental Services On-Call Contract
for Replacement and Rehabilitation of Various County of Riverside Bridges
Billing Rates**

Consultant or Subconsultant Overland, Pacific & Cutler, Inc. Contract No. _____ Date 07/06/15

Fringe Benefit 42.30% + Overhead 117.70% + General Administration 0.00% = Combined Indirect Cost Rate (ICR) 160%

(= 0% if Included in OH) (= 0% if Included in OH)

FEE % = 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²		Effective date of hourly rate From To	Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x) OT(2x)				
Mark LaBonte Principal in Charge	\$226.88	n/a	08/18/2015 06/30/2018	\$79.33		n/a
Janet Parks Sr. Project Mgr.	\$141.57	n/a	08/18/2015 06/30/2018	\$49.50		n/a
Mike Romo Sr. Project Mgr.	\$151.24	n/a	08/18/2015 06/30/2018	\$52.88		n/a
Josh Cospier Special Services Mgr.	\$144.37	n/a	08/18/2015 06/30/2018	\$50.48		n/a
Mike Parker Utility Manager	\$134.76	n/a	08/18/2015 06/30/2018	\$47.12		n/a
Steve Lantis Project Manager	\$123.75	n/a	08/18/2015 06/30/2018	\$43.27		n/a
Mona Montano Sr. Agent	\$108.62	n/a	08/18/2015 06/30/2018	\$37.98		n/a
Pete Castelan Sr. Utility Coordinator	\$97.50	n/a	08/18/2015 06/30/2018	\$34.09		n/a
Jill Craig Sr. Agent	\$94.81	n/a	08/18/2015 06/30/2018	\$33.15		n/a
Albert Harmon Sr. Agent	\$67.75	n/a	08/18/2015 06/30/2018	\$23.69		n/a
Alfredo Jacquez Sr. Analyst	\$100.39	n/a	08/18/2015 06/30/2018	\$35.10		n/a
Inez Garcia Project Support	\$63.21	n/a	08/18/2015 06/30/2018	\$22.10		n/a

**Engineering and Environmental Services On-Call Contract
for Replacement and Rehabilitation of Various County of Riverside Bridges
Billing Rates**

Consultant or Subconsultant Psomas Contract No. _____ Date 07/06/15

Fringe Benefit 44.90% + Overhead 125.70% + General Administration 0.00% = Combined Indirect Cost Rate (ICR) 170.60%

(= 0% if Included in OH) (= 0% if Included in OH)

FEE % = 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²		Effective date of hourly rate From To	Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x) OT(2x)				
Cliff Simental, PLS Project Manager	\$225.00	n/a	08/18/2015 06/30/2018	\$75.59		n/a
Sean Smith, PLS Project Surveyor	\$160.00	n/a	08/18/2015 06/30/2018	\$53.75		n/a
James Rios, PLS Office Surveyor	\$160.00	n/a	08/18/2015 06/30/2018	\$53.75		n/a
Shane Bender, PLS Office Surveyor	\$225.00	n/a	08/18/2015 06/30/2018	\$75.59		n/a
Jesus Ulloa Cadd Surveyor	\$160.00	n/a	08/18/2015 06/30/2018	\$53.75		n/a
Michael Lauwers Cadd Surveyor	\$160.00	n/a	08/18/2015 06/30/2018	\$53.75		n/a
Two Person Survey Crew *	\$255.00	n/a	08/18/2015 06/30/2018	\$85.67		n/a

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

**Engineering and Environmental Services On-Call Contract
for Replacement and Rehabilitation of Various County of Riverside Bridges
Billing Rates**

Consultant or Subconsultant RHA Landscape Architects-Planners, Inc. Contract No. _____ Date 07/06/15

Fringe Benefit + Overhead + General Administration = Combined Indirect Cost Rate (ICR)
 0.00% + 150.00% + 0.00% = 150.00%
 (= 0% if Included in OH) (= 0% if Included in OH)

FEE % = 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²		Effective date of hourly rate From To	Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x) OT(2x)				
David Black – Project Manager/ Landscape Architect	\$127.27	n/a	08/18/2015 06/30/2018	\$46.28		n/a
Lauren McHugh – Designer Landscape Architect	\$102.96	n/a	08/18/2015 06/30/2018	\$37.44		n/a
Jennifer Iklady – Designer Landscape Designer	\$121.55	n/a	08/18/2015 06/30/2018	\$44.20		n/a
Doug Grove - Principal Landscape Architect	\$173.25	n/a	08/18/2015 06/30/2018	\$63.00		n/a
Randy Hlubik – Principal Landscape Architect	\$202.07	n/a	08/18/2015 06/30/2018	\$73.48		n/a
Kathi Beatty – accounting/ clerical	\$94.38	n/a	08/18/2015 06/30/2018	\$34.32		n/a

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

**Engineering and Environmental Services On-Call Contract
for Replacement and Rehabilitation of Various County of Riverside Bridges
Billing Rates**

Consultant or Subconsultant Thirtieth Street Architects, Inc. Contract No. _____ Date 07/06/15

Fringe Benefit 0.00% + Overhead 189.00% = General Administration 0.00% + Combined Indirect Cost Rate (ICR) 189.00%
 (= 0% if Included in OH) (= 0% if Included in OH)

FEE % = 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²		Effective date of hourly rate From To	Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x) OT(2x)				
John Loomis Principal	\$175.00	n/a	08/18/2015 06/30/2018	\$55.05		n/a
Elwood Gullely Designer, Licensed Architect	\$150.00	n/a	08/18/2015 06/30/2018	\$47.18		n/a
Elizabeth Sanchez Draftsperson	\$125.00	n/a	08/18/2015 06/30/2018	\$39.32		n/a

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

**Engineering and Environmental Services On-Call Contract
for Replacement and Rehabilitation of Various County of Riverside Bridges
Billing Rates**

Consultant or Subconsultant Tetra Tech, Inc. Contract No. _____ Date 07/06/15

Fringe Benefit + Overhead + General Administration = Combined Indirect Cost Rate (ICR)
 60.56% + 103.38% + 0.00% = 163.94%
 (= 0% if Included in OH) (= 0% if Included in OH)

FEE % = 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²		Effective date of hourly rate From To	Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x) OT(2x)				
Ike Pace Principal	\$261.55	n/a	08/18/2015 06/30/2018	\$90.09		
Dragi Stefanovic Senior Project Manager	\$232.27	n/a	08/18/2015 06/30/2018	\$80.00		
Patti Sexton Quality Control/Senior Project Manager	\$232.27	n/a	08/18/2015 06/30/2018	\$80.00		
Chung-Cheng Yen Hydraulic Engineer/ Project Engineer	\$192.80	n/a	08/18/2015 06/30/2018	\$66.41		
Jung Suh Project Engineer	\$192.80	n/a	08/18/2015 06/30/2018	\$66.41		
Steve Parker GIS Operator	\$111.35	n/a	08/18/2015 06/30/2018	\$38.35		
Adam Raczynski Staff Engineer	\$139.95	n/a	08/18/2015 06/30/2018	\$48.20		
Lee Houston Administrative	\$90.87	n/a	08/18/2015 06/30/2018	\$31.30		

**Engineering and Environmental Services On-Call Contract
for Replacement and Rehabilitation of Various County of Riverside Bridges
Billing Rates**

Consultant or Subconsultant Value Management Strategies, Inc. Contract No. _____ Date 07/06/15

Fringe Benefit 75.66% + Overhead 98.32% = General Administration 0.00% + Combined Indirect Cost Rate (ICR) 173.98%
 (= 0% if Included in OH) (= 0% if Included in OH)

FEE % = 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²		Effective date of hourly rate From To	Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x) OT(2x)				
Robert Stewart PM, CMS Team Leader/Principal	\$307.32	n/a	08/18/2015 06/30/2018	\$101.97		n/a
George Hunter CVS Team Leader	\$235.14	n/a	08/18/2015 06/30/2018	\$78.02		n/a
Fred Kolano CVS Team Leader	\$217.05	n/a	08/18/2015 06/30/2018	\$72.02		n/a
Mark Watson CVS Team Leader	\$226.11	n/a	08/18/2015 06/30/2018	\$75.03		n/a
Eric Trimble CVS Team Leader	\$217.05	n/a	08/18/2015 06/30/2018	\$72.02		n/a
Greg Brink CVS Team Leader/ Risk Analyst	\$225.64	n/a	08/18/2015 06/30/2018	\$74.87		n/a
Ashley Carson CVS Team Leader/ LEEDt	\$196.99	n/a	08/18/2015 06/30/2018	\$65.36		n/a
Cheryl Kramer Project Coordinator	\$162.78	n/a	08/18/2015 06/30/2018	\$54.01		n/a

**Engineering and Environmental Services On-Call Contract
for Replacement and Rehabilitation of Various County of Riverside Bridges
Billing Rates**

BILLING INFORMATION			CALCULATION INFORMATION				
Name/Job Title/Classification ¹	Hourly Billing Rates ²		Effective date of hourly rate From	To	Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x) OT(2x)					
Sandy Northrop Assist. Project Coordinator	\$94.96	n/a	08/18/2015	06/30/2018	\$31.51		n/a
Hill, Brink or Combs AVS, Technical Editor	\$94.96	n/a	08/18/2015	06/30/2018	\$31.51		n/a

1. Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
2. Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of contract.
3. For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

**Engineering and Environmental Services On-Call Contract
for Replacement and Rehabilitation of Various County of Riverside Bridges
Other Direct Rates
(per applicable Federal, State and County requirements)**

NCM Engineering Corporation				Green Com, Inc.				LIN Consulting, Inc.			
DESCRIPTION OF ITEMS	UNIT	COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	COST	TOTAL
Printing and Reproductions A. In-house Printing B. Outside Vendor Printing/Scanning	N.C. EA	N.C. Actual *		Printing and Reproductions A. In-house Printing B. Outside Vendor Printing/Scanning	N.C. EA	N.C. Actual *		Printing and Reproductions A. In-house Printing B. Outside Vendor Printing/Scanning	N.C. EA	N.C. Actual *	
Computer & Software A. In-house Use B. At County offices only, per Task Order and Contract Manager when no equipment assigned by County	N.C. EA	N.C. Actual *		Computer & Software A. In-house Use B. At County offices only, per Task Order and Contract Manager when no equipment assigned by County	N.C. EA	N.C. Actual *		Computer & Software A. In-house Use B. At County offices only, per Task Order and Contract Manager when no equipment assigned by County	N.C. EA	N.C. Actual *	
Vehicle Expenses A. Personal Vehicle Mileage (Mileage Log, current registration & proof of insurance required)	mile	**		Vehicle Expenses A. Personal Vehicle Mileage (Mileage Log, current registration & proof of insurance required)	mile	**		Vehicle Expenses A. Personal Vehicle Mileage (Mileage Log, current registration & proof of insurance required)	mile	**	
Project Specific Delivery Services A. Overnight Mail Service B. Courier Service	EA EA	Actual * Actual *		Project Specific Delivery Services A. Overnight Mail Service B. Courier Service	EA EA	Actual * Actual *		Project Specific Delivery Services A. Overnight Mail Service B. Courier Service	EA EA	Actual * Actual *	
Communications A. Cellular Phone-monthly charges	N.C.	N.C.		Communications A. Cellular Phone-monthly charges	N.C.	N.C.		Communications A. Cellular Phone-monthly charges	N.C.	N.C.	
Miscellaneous A. Travel Expenses B. Digital Camera Equipment C. Field Personnel Safety Equipment D. Office Supplies (only applicable when employee assigned to County Office & necessary for consultant's work)	N.C. N.C. EA	** N.C. N.C. Actual *		Miscellaneous A. Travel Expenses B. Digital Camera Equipment C. Field Personnel Safety Equipment D. Office Supplies (only applicable when employee assigned to County Office & necessary for consultant's work)	N.C. N.C. EA	** N.C. N.C. Actual *		Miscellaneous A. Travel Expenses B. Digital Camera Equipment C. Field Personnel Safety Equipment D. Office Supplies (only applicable when employee assigned to County Office & necessary for consultant's work)	N.C. N.C. EA	** N.C. N.C. Actual *	
NCM Engineering Corporation TOTAL ODCs =				Green Com, Inc. TOTAL ODCs =				LIN Consulting, Inc. ODCs =			
<p>N.C. denotes No Charge</p> <p>(*) Actual cost per lease/access/purchase or other vendor arrangement with County authorization. Actual cost are competitive prices from appropriate vendors in their respective industries supported by receipts and documented in executed task orders.</p> <p>(**) Pre-Approved Travel and Per-Diem Costs to be reimbursed shall be the Actual Costs, but Not to Exceed the rates stipulated in the "Caltrans Travel Guide, Consultant/Contractors Travel Policy" supported by receipts and documented in executed task orders.</p>											

**Engineering and Environmental Services On-Call Contract
for Replacement and Rehabilitation of Various County of Riverside Bridges
Other Direct Rates
(per applicable Federal, State and County requirements)**

Diaz Yourman & Associates, Inc.				Overland, Pacific & Cutler, Inc.				Thirtieth Street Architects, Inc.			
DESCRIPTION OF ITEMS	UNIT	COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	COST	TOTAL
Printing and Reproductions A. In-house Printing B. Outside Vendor Printing/Scanning	N.C. EA	N.C. Actual *		Printing and Reproductions A. In-house Printing B. Outside Vendor Printing/Scanning	N.C. EA	N.C. Actual *		Printing and Reproductions A. In-house Printing B. Outside Vendor Printing/Scanning	N.C. EA	N.C. Actual *	
Computer & Software A. In-house Use B. At County offices only, per Task Order and Contract Manager when no equipment assigned by County	N.C. EA	N.C. Actual *		Computer & Software A. In-house Use B. At County offices only, per Task Order and Contract Manager when no equipment assigned by County	N.C. EA	N.C. Actual *		Computer & Software A. In-house Use B. At County offices only, per Task Order and Contract Manager when no equipment assigned by County	N.C. EA	N.C. Actual *	
Vehicle Expenses A. Personal Vehicle Mileage (Mileage Log, current registration & proof of insurance required)	mile	**		Vehicle Expenses A. Personal Vehicle Mileage (Mileage Log, current registration & proof of insurance required)	mile	**		Vehicle Expenses A. Personal Vehicle Mileage (Mileage Log, current registration & proof of insurance required)	mile	**	
Project Specific Delivery Services A. Overnight Mail Service B. Courier Service	EA EA	Actual * Actual *		Project Specific Delivery Services A. Overnight Mail Service B. Courier Service	EA EA	Actual * Actual *		Project Specific Delivery Services A. Overnight Mail Service B. Courier Service	EA EA	Actual * Actual *	
Communications A. Cellular Phone-monthly charges	N.C.	N.C.		Communications A. Cellular Phone-monthly charges	N.C.	N.C.		Communications A. Cellular Phone-monthly charges	N.C.	N.C.	
Miscellaneous A. Travel Expenses B. Digital Camera Equipment C. Field Personnel Safety Equipment D. Office Supplies (only applicable when employee assigned to County Office & necessary for consultant's work) E. Maps, Drillers, Lab, Etc. F. Field Truck with Supplies	N.C. N.C. EA	** N.C. N.C. Actual *		Miscellaneous A. Travel Expenses B. Digital Camera Equipment C. Field Personnel Safety Equipment D. Office Supplies (only applicable when employee assigned to County Office & necessary for consultant's work) E. Title Reports F. Appraisals	N.C. N.C. EA	** N.C. N.C. Actual *		Miscellaneous A. Travel Expenses B. Digital Camera Equipment C. Field Personnel Safety Equipment D. Office Supplies (only applicable when employee assigned to County Office & necessary for consultant's work)	N.C. N.C. EA	** N.C. N.C. Actual *	
Diaz Yourman & Associates, Inc. TOTAL ODCs =		\$17		Overland, Pacific & Cutler, Inc. TOTAL ODCs =				Thirtieth Street Architects, Inc. ODCs =			

N.C. denotes No Charge
 (*) Actual cost per lease/access/purchase or other vendor arrangement with County authorization. Actual cost are competitive prices from appropriate vendors in their respective industries supported by receipts and documented in executed task orders.
 (***) Pre-Approved Travel and Per-Diem Costs to be reimbursed shall be the Actual Costs, but Not to Exceed the rates stipulated in the "Caltrans Travel Guide, Consultant/Contractors Travel Policy" supported by receipts and documented in executed task orders.

**Engineering and Environmental Services On-Call Contract
for Replacement and Rehabilitation of Various County of Riverside Bridges
Other Direct Rates
(per applicable Federal, State and County requirements)**

ICF Jones & Stokes, Inc.				Iteris, Inc.				RHA Landscape Architects-Planners, Inc.			
DESCRIPTION OF ITEMS	UNIT	COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	COST	TOTAL
Printing and Reproductions A. In-house Printing B. Outside Vendor Printing/Scanning	N.C. EA	N.C. Actual *		Printing and Reproductions A. In-house Printing B. Outside Vendor Printing/Scanning	N.C. EA	N.C. Actual *		Printing and Reproductions A. In-house Printing B. Outside Vendor Printing/Scanning	N.C. EA	N.C. Actual *	
Computer & Software A. In-house Use B. At County offices only, per Task Order and Contract Manager when no equipment assigned by County	N.C. EA	N.C. Actual *		Computer & Software A. In-house Use B. At County offices only, per Task Order and Contract Manager when no equipment assigned by County	N.C. EA	N.C. Actual *		Computer & Software A. In-house Use B. At County offices only, per Task Order and Contract Manager when no equipment assigned by County	N.C. EA	N.C. Actual *	
Vehicle Expenses A. Personal Vehicle Mileage (Mileage Log, current registration & proof of insurance required)	mile	**		Vehicle Expenses A. Personal Vehicle Mileage (Mileage Log, current registration & proof of insurance required)	mile	**		Vehicle Expenses A. Personal Vehicle Mileage (Mileage Log, current registration & proof of insurance required)	mile	**	
Project Specific Delivery Services A. Overnight Mail Service B. Courier Service	EA EA	Actual * Actual *		Project Specific Delivery Services A. Overnight Mail Service B. Courier Service	EA EA	Actual * Actual *		Project Specific Delivery Services A. Overnight Mail Service B. Courier Service	EA EA	Actual * Actual *	
Communications A. Cellular Phone-monthly charges	N.C.	N.C.		Communications A. Cellular Phone-monthly charges	N.C.	N.C.		Communications A. Cellular Phone-monthly charges	N.C.	N.C.	
Miscellaneous A. Travel Expenses B. Digital Camera Equipment C. Field Personnel Safety Equipment D. Office Supplies (only applicable when employee assigned to County Office & necessary for consultant's work)	N.C. N.C. EA	** N.C. N.C. Actual *		Miscellaneous A. Travel Expenses B. Digital Camera Equipment C. Field Personnel Safety Equipment D. Office Supplies (only applicable when employee assigned to County Office & necessary for consultant's work)	N.C. N.C. EA	** N.C. N.C. Actual *		Miscellaneous A. Travel Expenses B. Digital Camera Equipment C. Field Personnel Safety Equipment D. Office Supplies (only applicable when employee assigned to County Office & necessary for consultant's work)	N.C. N.C. EA	** N.C. N.C. Actual *	
ICF Jones & Stokes, Inc. TOTAL ODCs =				Iteris, Inc. TOTAL ODCs =				RHA Landscape Architects-Planners, Inc. ODCs =			

N.C. denotes No Charge
 (*) Actual cost per lease/access/purchase or other vendor arrangement with County authorization. Actual cost are competitive prices from appropriate vendors in their respective industries supported by receipts and documented in executed task orders.
 (**) Pre-Approved Travel and Per-Diem Costs to be reimbursed shall be the Actual Costs, but Not to Exceed the rates stipulated in the "Caltrans Travel Guide, Consultant/Contractors Travel Policy" supported by receipts and documented in executed task orders.

**Engineering and Environmental Services On-Call Contract
for Replacement and Rehabilitation of Various County of Riverside Bridges
Other Direct Rates
(per applicable Federal, State and County requirements)**

PSOMAS					WEST Consultants, Inc.					Value Management Strategies, Inc.				
DESCRIPTION OF ITEMS	UNIT	COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	COST	TOTAL			
Printing and Reproductions A. In-house Printing B. Outside Vendor Printing/Scanning	N.C. EA	N.C. Actual *		Printing and Reproductions A. In-house Printing B. Outside Vendor Printing/Scanning	N.C. EA	N.C. Actual *		Printing and Reproductions A. In-house Printing B. Outside Vendor Printing/Scanning	N.C. EA	N.C. Actual *				
Computer & Software A. In-house Use B. At County offices only, per Task Order and Contract Manager when no equipment assigned by County	N.C. EA	N.C. Actual *		Computer & Software A. In-house Use B. At County offices only, per Task Order and Contract Manager when no equipment assigned by County	N.C. EA	N.C. Actual *		Computer & Software A. In-house Use B. At County offices only, per Task Order and Contract Manager when no equipment assigned by County	N.C. EA	N.C. Actual *				
Vehicle Expenses A. Personal Vehicle Mileage (Mileage Log, current registration & proof of insurance required)	mile	**		Vehicle Expenses A. Personal Vehicle Mileage (Mileage Log, current registration & proof of insurance required)	mile	**		Vehicle Expenses A. Personal Vehicle Mileage (Mileage Log, current registration & proof of insurance required)	mile	**				
Project Specific Delivery Services A. Overnight Mail Service B. Courier Service	EA EA	Actual * Actual *		Project Specific Delivery Services A. Overnight Mail Service B. Courier Service	EA EA	Actual * Actual *		Project Specific Delivery Services A. Overnight Mail Service B. Courier Service	EA EA	Actual * Actual *				
Communications A. Cellular Phone-monthly charges	N.C.	N.C.		Communications A. Cellular Phone-monthly charges	N.C.	N.C.		Communications A. Cellular Phone-monthly charges	N.C.	N.C.				
Miscellaneous A. Travel Expenses B. Digital Camera Equipment C. Field Personnel Safety Equipment D. Office Supplies (only applicable when employee assigned to County Office & necessary for consultant's work) E. Photogrammetry F. Static Laser Scanner G. Mobile Mapping System	N.C. N.C. N.C. EA EA Day Day	** N.C. N.C. Actual * Actual *** \$250 \$5,000		Miscellaneous A. Travel Expenses B. Digital Camera Equipment C. Field Personnel Safety Equipment D. Office Supplies (only applicable when employee assigned to County Office & necessary for consultant's work)	N.C. N.C. N.C. EA EA	** N.C. N.C. Actual * Actual ***		Miscellaneous A. Travel Expenses B. Digital Camera Equipment C. Field Personnel Safety Equipment D. Office Supplies (only applicable when employee assigned to County Office & necessary for consultant's work)	N.C. N.C. N.C. EA EA	** N.C. N.C. Actual * Actual ***				
PSOMAS, Inc. TOTAL ODCS =				WEST Consultants, Inc. TOTAL ODCS =				Value Management Strategies, Inc. ODCS =						

N.C. denotes No Charge
 (*) Actual cost per lease/access/purchase or other vendor arrangement with County authorization. Actual cost are competitive prices from appropriate vendors in their respective industries supported by receipts and documented in executed task orders.
 (***) Pre-Approved Travel and Per-Diem Costs to be reimbursed shall be the Actual Costs, but Not to Exceed the rates stipulated in the "Caltrans Travel Guide, Consultant/Contractors Travel Policy" supported by receipts and documented in executed task orders.
 (***) Actual costs are competitive prices from appropriate vendors in their respective industries supported by receipts and documented in executed task orders.