

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



**ITEM: 3.36  
(ID # 25182)**

**MEETING DATE:**  
Tuesday, September 10, 2024

**FROM :** TLMA-TRANSPORTATION

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:  
Approval of the On-Call Services Agreement between the County of Riverside and Twining, Inc., for Geotechnical and Materials Testing for FY 24/25 – 28/29. All Districts. [\$2,500,000 Total Cost – Capital Funds and Deposit-Based Fees 100%]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the On-Call Services Agreement between the County of Riverside and Twining, Inc., for Geotechnical and Materials Testing Services for Fiscal Years 24/25 – 28/29 and authorize the Chairman of the Board to execute the same; and,
2. Authorize the Director of Transportation to approve a no-cost time extension to complete ongoing tasks for Fiscal Years 29/30 – 30/31, as provided for in the agreement and approved as to form by County Counsel.

**ACTION:Policy**

  
Dennis Acuna, Director of Transportation 8/27/2024

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: September 10, 2024  
xc: Trans.

Kimberly A. Rector  
Clerk of the Board

By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 500,000	\$ 500,000	\$ 2,500,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Capital Funds and Deposit Based Fees (100%) There are no General Funds used on this project.			<b>Budget Adjustment:</b>	N/A
			<b>For Fiscal Year:</b>	24/25-28/29

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The County of Riverside Transportation Department (County) requires outside geotechnical and materials testing support services to deliver numerous road improvement projects identified and funded in the Transportation Improvement Program (TIP) and to meet the demands of the development community.

The County issued a Request for Qualifications in compliance with the California Department of Transportation (Caltrans) Local Assistance Procedures Manual. Seven (7) firms submitted statement of qualifications. The SOQs were reviewed by the selection committee, and all (7) qualified firms were interviewed, and the top five (5) ranked firms were selected for providing on-call engineering services.

Twining, Inc. was selected as one of the top-ranked firms to provide services on an 'as-needed' basis, with an estimated total amount not to exceed \$2,500,000 for a period of five years. The contract and rates for services were developed through negotiations between Twining, Inc., and the County. This on-call contract includes State requirements to maximize flexibility for use on State-funded projects. Additional contracts with four other engineering firms for on-call services will be presented in a separate agenda item. Entering into contracts with five different firms allows for the greatest flexibility in managing the County's workload.

**Impact on Residents and Businesses**

This on-call contract provides the flexibility needed to engage consultants in providing additional geotechnical and materials testing services necessary to deliver critical TIP projects and to meet the demands of the development community.

**Additional Fiscal Information**

All associated contract cost will be funded using Deposit Based Fees, Local or State Funds. No General Funds will be used for this contract.

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

<b>Contract Term</b>			<b>Annual Budget</b>
F.Y. 2024/2025			\$500,000
F.Y. 2025/2026			\$500,000
F.Y. 2026/2027			\$500,000
F.Y. 2027/2028			\$500,000
F.Y. 2028/2029			\$500,000
<b>Total Contract Budget</b>			<b>\$2,500,000</b>

**Contract History and Price Reasonableness**

The Transportation Department has negotiated billing rates with Twining, Inc., and they are within the range of acceptable industry practices for engineering services.

**ATTACHMENTS:**

On-Call Services Agreement for Geotechnical and Materials Testing with Twining, Inc.

  
Douglas Cardonez Jr.              
9/4/2024

  
Aaron Gettis, Chief of Deputy County Counsel      8/28/2024



Contract No.: 24-01-010  
Termination Date: 06/30/2029  
Amount \$2,500,000  
Authorized: [No]  
Federal Funding: [Yes]  
State Funding:

## ON-CALL SERVICES AGREEMENT

for

**GEOTECHNICAL AND MATERIALS TESTING**

between

**County of Riverside • Transportation Department**

and

**Twining, Inc.**



SEP 10 2024

3.36



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**ATTACHMENTS**

*In the event that the terms in any of the Attachments conflicts with the terms as provided in the Agreement, the terms of the Agreement shall prevail.*

Scope of Services.....A1  
Schedule of Services..... B1  
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Title VI Assurances..... D1

1 **ARTICLE I INTRODUCTION**

2 A. This On-Call Services Agreement (hereinafter referred to as "Agreement") is entered into this \_\_\_\_\_ day of  
3 \_\_\_\_\_, 20\_\_\_\_\_, by and between the COUNTY OF RIVERSIDE, a political subdivision of the  
4 State of California, (hereinafter referred to as "COUNTY") and TWINING, INC., a California corporation,  
5 (hereinafter referred to as "CONSULTANT").

6 B. Coordination of CONSULTANT and COUNTY activities shall be accomplished through a CONSULTANT  
7 Project Manager and a COUNTY Contract Administrator.

8 The CONSULTANT Project Manager shall be:

9 Sammy Daghighi, PE

10 Located at:

11 111 Main Street, Unit A, Riverside, CA 92501

12 The COUNTY Contract Administrator shall be:

13 Elmer Datuin, PE

14 Located at:

15 2950 Washington Street, Riverside, CA 92504

16 C. CONSULTANT shall perform:

17 The covenants set forth in Article III entitled Statement of Work.

18 In accordance with the time frames set forth in Article IV entitled Performance Period.

19 For the fees set forth in Article V entitled Allowable Costs and Payments.

20 D. CONSULTANT in the performance of this Agreement, shall act in an independent capacity. It is understood  
21 and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor, and  
22 that no relationship of employer-employee exists between the parties hereto. CONSULTANT's assigned  
23 personnel shall not be entitled to any benefits payable to employees of COUNTY. During the term of this  
24 Agreement and for one (1) year thereafter, CONSULTANT shall not solicit or encourage any employee,  
25 vendor, or independent contractor of COUNTY to leave or terminate their relationship with COUNTY for any  
26 reason.

27 E. COUNTY is not required to make any deductions or withholdings from the compensation payable to  
28 CONSULTANT under the provisions of the Agreement and is not required to issue W-2 Forms for income and  
29 employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the



1 performance of its obligations hereunder, is only subject to the control or direction of the COUNTY as to the  
2 designation of tasks to be performed and the results to be accomplished.

3 F. Any third-party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction,  
4 supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds COUNTY harmless  
5 from any and all claims that may be made against COUNTY based upon any contention by any third party  
6 that an employer-employee relationship exists by reason of this Agreement.

7 G. Without the written consent of COUNTY, this Agreement is not assignable or transferable by CONSULTANT  
8 either in whole or in part. Except as expressly authorized herein, CONSULTANT shall not subcontract any  
9 work, without the prior written approval of the COUNTY.

10 H. CONSULTANT shall be as fully responsible to the COUNTY for the acts and omissions of its contractors and  
11 subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same  
12 manner as persons directly employed by CONSULTANT.

13 I. No alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by  
14 the authorized representatives of both parties; and no oral understanding or agreement not incorporated  
15 herein, shall be binding on any of the parties hereto.

16 J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of  
17 CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless  
18 otherwise expressly so provided.

19 K. COUNTY is designated as the lead agency for each project set forth in each Task Order and is working  
20 cooperatively with other agencies in the effort to complete the projects.

21 L. Other public agencies that may be involved with the projects including, but not limited to cooperative, funding,  
22 reviewing, regulatory or operating agencies are listed below and will hereinafter be collectively referred to as  
23 the "AGENCIES":

- 24 • [California Department of Transportation \(CALTRANS\)](#)
- 25 • [Cities Departments of Transportation](#)

26 **ARTICLE II CONSULTANT'S REPORTS OR MEETINGS**

27 A. To ensure understanding and performance of the Agreement objectives, meetings between COUNTY,  
28 AGENCIES, and CONSULTANT shall be held as often as deemed necessary (typically at least monthly). All  
29 work objectives, CONSULTANT's work schedule, the terms of the Agreement and any other related issues

will be discussed and/or resolved. CONSULTANT shall keep minutes of meetings and distribute copies of minutes as appropriate. Progress reporting shall conform with the contract administration requirements of the COUNTY's Consulting Services Manual including providing updated copies of the following documents at each project coordination meeting:

- Meeting Agendas
- Meeting Sign-in Sheets
- Meeting Minutes (Prior Meeting)
- Action Items Tracking List
- Deliverables Tracking List
- Schedule Summary

- B. CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for the COUNTY Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- C. CONSULTANT Project Manager shall meet with COUNTY Contract Administrator, as needed, to discuss progress on the project(s).

### ARTICLE III STATEMENT OF WORK

CONSULTANT shall furnish all technical and professional services including labor, material, equipment, transportation, supervision, and expertise to fully and adequately perform and complete the covenants set forth in Attachment A, Scope of Services, which is attached hereto and incorporated herein by reference and in any Task Order executed under the authority of this Agreement.

### ARTICLE IV PERFORMANCE PERIOD

- A. This Agreement shall go into effect upon the [execution of this Agreement by both parties](#), and CONSULTANT shall commence work after written notification to proceed by COUNTY Contract Administrator. The Agreement shall end on [June 30, 2029](#), unless extended by a written amendment signed by the authorized representatives of both parties.
- B. CONSULTANT is advised that any recommendation for Agreement award is not binding on COUNTY until the Agreement is fully executed and approved by COUNTY.



1 C. The period of performance for each specific project shall be in accordance with the Task Order for that project  
2 and Attachment B, Schedule of Services, which is attached hereto and incorporated herein by reference. If  
3 work on a Task Order is in progress on the expiration date of this Agreement, the period of performance of  
4 this Agreement shall be extended by a written amendment signed by the authorized representatives of both  
5 parties prior to the expiration of the period of performance to cover the time needed to complete the Task  
6 Order in progress only. An amendment extending the period of performance of this Agreement to cover the  
7 time needed to complete a Task Order in progress may be signed by the Director of Transportation if  
8 authorized by the COUNTY Board of Supervisors.

9 **ARTICLE V ALLOWABLE COSTS AND PAYMENTS**

10 A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's  
11 approved Compensation Plan set forth in Attachment C, Compensation Plan, which is attached hereto and  
12 incorporated herein by reference. The specified hourly rates shall include direct salary costs, employee  
13 benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the  
14 period of performance set forth in this Agreement.

15 B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are  
16 in the approved Compensation Plan and identified in the executed Task Order.

17 C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.

18 D. After a project to be performed under this Agreement is identified by COUNTY, COUNTY will prepare a draft  
19 Task Order, less the cost estimate. A draft Task Order will identify the scope of services, expected results,  
20 project deliverables, period of performance, project schedule and will designate the COUNTY Contract  
21 Administrator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return  
22 the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of  
23 the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee  
24 if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost, the  
25 finalized Task Order shall be signed by the authorized representatives of both COUNTY and CONSULTANT.  
26 Task Orders may be executed by the Director of Transportation if authorized by the COUNTY Board of  
27 Supervisors.

28 E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both  
29 of which must be based on the labor and other rates set forth in CONSULTANT's approved Compensation



1 Plan. CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but  
2 not limited to, base hourly rates and employer payments as determined by the Department of Industrial  
3 Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place  
4 during the period of performance of the Agreement.

5 F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the  
6 approved Compensation Plan. CONSULTANT will be responsible for transportation and subsistence costs in  
7 excess of State rates.

8 G. When milestone cost estimates are included in the approved Compensation Plan, CONSULTANT shall obtain  
9 prior written approval in the form of a written amendment signed by the authorized representatives of both  
10 parties for a revised milestone cost estimate from the COUNTY Contract Administrator before exceeding such  
11 estimate.

12 H. Progress payments for each Task Order will be made monthly in arrears based on services provided and  
13 actual costs incurred.

14 I. CONSULTANT shall not commence performance of work or services until this Agreement has been approved  
15 by COUNTY and notification to proceed has been issued by COUNTY Contract Administrator. No payment  
16 will be made prior to approval or for any work performed prior to approval of this Agreement.

17 J. A Task Order is of no force or effect until returned to COUNTY and signed by an authorized representative of  
18 COUNTY. No expenditures are authorized on a project and work shall not commence until a Task Order for  
19 that project has been executed by COUNTY.

20 K. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by COUNTY  
21 Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for  
22 all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days  
23 after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order.  
24 Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall  
25 follow the format stipulated for the approved Compensation Plan using the Project-Specific & Multi-Phase  
26 Contract Invoice Templates provided in the COUNTY Consulting Services Manual and shall reference this  
27 Agreement number, project title and Task Order number. Credits due COUNTY that include any equipment  
28 purchased under the provisions of Article XI Equipment Purchase and Other Capital Expenditures, must be  
29 reimbursed by CONSULTANT prior to the expiration or termination of this Agreement. Final invoice must

1 contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of  
2 Article XI Equipment Purchase and Other Capital Expenditures of this Agreement. The final invoice shall be  
3 submitted within sixty (60) calendar days after completion of CONSULTANT's work. **Final invoices not**  
4 **submitted within sixty (60) calendar days after completion of CONSULTANT's work will not be paid.**

5 Invoices shall be mailed to COUNTY Contract Administrator at the address provided in Article I, paragraph B.

6 L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order and  
7 Attachment B, Schedule of Services. No Task Order will be written which extends beyond the expiration date  
8 of this Agreement.

9 M. The total amount payable by COUNTY for an individual Task Order shall not exceed the amount agreed to in  
10 the Task Order, unless authorized by a written amendment signed by the authorized representatives of both  
11 parties.

12 N. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task  
13 Order, no payment will be made until the deliverable has been satisfactorily completed.

14 O. Task Orders may not be used to amend the language (or the terms) of this Agreement nor to exceed the  
15 scope of services under this Agreement.

16 P. The total amount payable by COUNTY for all Task Orders resulting from this Agreement shall not exceed  
17 \$2,500,000. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar  
18 amount will be authorized under this Agreement through Task Orders.

19 Q. The services included under the terms of this Agreement are funded in whole or in part as noted below:

20 Federal funds:  are included  are not included

21 State funds:  are included  are not included

22 **ARTICLE VI TERMINATION**

23 A. This Agreement may be terminated by COUNTY, provided that COUNTY gives not less than thirty (30)  
24 calendar days' written notice (delivered by certified mail, return receipt requested) to CONSULTANT of  
25 COUNTY's termination. Upon termination, COUNTY may proceed with the work in any manner deemed  
26 proper by COUNTY. COUNTY shall be entitled to all work, including but not limited to, reports, investigations,  
27 appraisals, inventories, studies, analyses, drawings, and date estimates performed to that date, whether  
28 complete or not.

29 B. COUNTY may temporarily suspend this Agreement, at no additional cost to COUNTY, provided that



1 CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary  
2 suspension. If COUNTY gives such notice of temporary suspension, CONSULTANT shall immediately  
3 suspend its activities under this Agreement. A temporary suspension may be issued concurrent with the  
4 notice of termination.

5 C. Notwithstanding any provisions of this Agreement, CONSULTANT shall not be relieved of liability to COUNTY  
6 for damages sustained by COUNTY by virtue of any breach of this Agreement by CONSULTANT, and  
7 COUNTY may withhold any payments due to CONSULTANT until such time as the exact amount of  
8 damages, if any, due to COUNTY from CONSULTANT is determined.

9 D. In the event of termination, COUNTY shall pay CONSULTANT the sum due to CONSULTANT under this  
10 Agreement prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the  
11 Agreement. In which case the overage shall be deducted from any sum due CONSULTANT under this  
12 Agreement and the balance, if any, shall be paid to CONSULTANT upon demand.

13 **ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

14 A. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to  
15 determine the allowability of individual terms of cost.

16 B. The CONSULTANT also agrees to comply with federal procedures in accordance with 2 CFR 200, Uniform  
17 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

18 C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to  
19 be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by CONSULTANT to COUNTY.

20 **ARTICLE VIII RETENTION OF RECORDS/AUDIT**

21 The CONSULTANT, subconsultants, and COUNTY shall maintain and make available for inspection all books,  
22 documents, papers, accounting records, independent CPA Audited Indirect Cost Rate workpapers, and other  
23 evidence pertaining to the performance of the Agreement including, but not limited to, the costs of administering  
24 the Agreement. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and  
25 materials available at their respective offices at all reasonable times during the Agreement period and for three (3)  
26 years from the date of final payment under the Agreement and records for real property and equipment acquired  
27 with federal funds must be retained for three (3) years after final disposition. COUNTY, Caltrans Auditor, FHWA,  
28 or any duly authorized representative of the federal government having jurisdiction under federal laws or  
29 regulations (including the basis of federal funding in whole or in part) shall have access to any books, records,



1 and documents of the CONSULTANT, subconsultants, and the CONSULTANT's Independent CPA, that are  
2 pertinent to the Agreement for audits, examinations, workpaper review, excerpts, and transactions, and copies  
3 thereof shall be furnished if requested without limitation.

4 **ARTICLE IX AUDIT REVIEW PROCEDURES**

5 A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not  
6 disposed of by agreement, shall be reviewed by COUNTY's Chief Financial Officer.

7 B. Not later than thirty (30) days after issuance of the final audit report, CONSULTANT may request a review by  
8 COUNTY's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in  
9 writing.

10 C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONSULTANT from full and  
11 timely performance, in accordance with the terms of this Agreement.

12 D. CONSULTANT and subconsultant agreements, including Cost Proposals and Indirect Cost Rates (ICR), may  
13 be subject to audits or reviews such as, but not limited to, an agreement audit, an incurred cost audit, an ICR  
14 Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, Cost Proposal  
15 and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and  
16 other related laws and regulations. In the instances of a CPA ICR audit work paper review, it is  
17 CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to  
18 the CPA's work papers including making copies as necessary. The Agreement, Cost Proposal, and ICR shall  
19 be adjusted by CONSULTANT and approved by COUNTY Contract Administrator to conform to the audit or  
20 review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report  
21 shall be incorporated into the Agreement by this reference if directed by COUNTY at its sole discretion.  
22 Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal,  
23 state, or local governments have access to CPA work papers, will be considered a breach of Agreement  
24 terms and cause for termination of this Agreement and disallowance of prior reimbursed costs.

25 E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the  
26 Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit  
27 and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and  
28 approved by the COUNTY Contract Administrator to conform to the Work Paper Review recommendations  
29 included in the management letter or audit recommendations included in the audit report. Refusal by the

1 CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter  
2 or audit recommendations included in the audit report will be considered a breach of the Agreement terms  
3 and cause for termination of the Agreement and disallowance of prior reimbursed costs.

4 1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA,  
5 IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the  
6 review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI  
7 identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY  
8 will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation)  
9 compliant ICR {e.g. 48 CFR, Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost  
10 Accounting Standards), if applicable; in accordance with procedures and guidelines of the American  
11 Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable  
12 procedures and guidelines} is received and approved by IOAI. Accepted rates will be as follows:

- 13 a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed  
14 will be ninety percent (90%) of the proposed rate.
- 15 b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent  
16 (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
- 17 c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be  
18 seventy-five percent (75%) of the proposed rate.

19 2. If IOAI is unable to issue a cognizant letter per Article IX.E.1. above, IOAI may require CONSULTANT to  
20 submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective  
21 date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's  
22 and/or the independent CPA's revisions.

23 3. If the CONSULTANT fails to comply with the provisions of this Article IX.E, or if IOAI is still unable to issue  
24 a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost  
25 reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR  
26 and set forth in Article IX.E.1. above for all rendered services. In this event, this accepted ICR will  
27 become the actual and final ICR for reimbursement purposes under this Agreement.

28 4. CONSULTANT may submit to COUNTY final invoice only when all of the following items have occurred:  
29 (1) IOAI accepts or rejects the original or revised independent CPA audited ICR; (2) all work under this



1 Agreement has been completed to the satisfaction of COUNTY; and (3) IOAI has issued its final ICR  
2 review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO COUNTY no later than sixty  
3 (60) days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and  
4 all other agreements executed between COUNTY and the CONSULTANT, either as a prime or  
5 subconsultant, with the same fiscal period ICR.

6 **ARTICLE X SUBCONTRACTING**

7 A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between COUNTY  
8 and any subconsultant(s), and no sub agreement shall relieve CONSULTANT of its responsibilities and  
9 obligations hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and  
10 omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is  
11 for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to  
12 pay its subconsultant(s) is an independent obligation from COUNTY's obligation to make payments to the  
13 CONSULTANT.

14 B. CONSULTANT shall perform the work contemplated with resources available within its own organization and  
15 no portion of the work shall be subcontracted without written authorization by COUNTY Contract  
16 Administrator, except that which is expressly identified in the CONSULTANT's Cost Proposal.

17 C. Any sub agreement entered into as a result of this Agreement, shall contain all the provisions stipulated in this  
18 entire Agreement to be applicable to subconsultants unless otherwise noted.

19 D. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made  
20 to CONSULTANT by COUNTY.

21 E. Any substitution of subconsultants must be approved in writing by COUNTY Contract Administrator in  
22 advance of assigning work to a substitute subconsultant.

23 **ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES**

24 A. Prior authorization in writing by COUNTY Contract Administrator shall be required before CONSULTANT  
25 enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for  
26 supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity  
27 or desirability of incurring such costs.

28 B. For purchase of any item, service or consulting work not covered in CONSULTANT's approved Cost Proposal  
29 and exceeding five thousand dollars (\$5,000), with prior authorization by COUNTY Contract Administrator,



1 three competitive quotations must be submitted with the request, or the absence of quotations must be  
2 adequately justified.

3 C. Any equipment purchased with funds provided under the terms of this Agreement is subject to the following:

- 4 1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is  
5 defined as having a useful life of at least two years and an acquisition cost of five thousand dollars  
6 (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall  
7 receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated,  
8 CONSULTANT may either keep the equipment and credit COUNTY in an amount equal to its fair market  
9 value or sell such equipment at the best price obtainable at a public or private sale, in accordance with  
10 established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If  
11 CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's  
12 expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be  
13 obtained from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to  
14 sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY.
- 15 2. Regulation 2 CFR 200 requires a credit to federal funds when participating equipment with a fair market  
16 value greater than five thousand dollars (\$5,000) is credited to the project.

17 **ARTICLE XII STATE PREVAILING WAGE RATES**

- 18 A. No CONSULTANT or subconsultant may be awarded an agreement containing public work elements unless  
19 registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration  
20 with DIR must be maintained throughout the entire term of this Agreement, including any subsequent  
21 amendments.
- 22 B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring  
23 the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under  
24 this Agreement are available and on file with the Department of Transportation's Regional/District Labor  
25 Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made  
26 a specific part of this Agreement by reference pursuant to Labor Code §1773.2 and will be applicable to work  
27 performed at a construction project site. Prevailing wages will be applicable to all inspection work performed  
28 at COUNTY construction sites, at COUNTY facilities and at off-site locations that are set up by the  
29 construction contractor or one of its subcontractors solely and specifically to serve COUNTY projects.

1 Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and  
2 commercial materials suppliers that provide goods and services to the general public.

3 C. General Prevailing Wage Rate Determinations applicable to the projects may also be obtained from the  
4 Department of Industrial Relations website at <http://www.dir.ca.gov>.

5 D. Payroll Records

6 1. Each CONSULTANT and subconsultant shall keep accurate certified payroll records and supporting  
7 documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name,  
8 address, social security number, work classification, straight time and overtime hours worked each day  
9 and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other  
10 employee employed by the CONSULTANT or subconsultant in connection with the public work. Each  
11 payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury,  
12 stating both of the following:

- 13 a. The information contained in the payroll record is true and correct.
- 14 b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for  
15 any work performed by his or her employees on the public works project.

16 2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the  
17 CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made  
18 available for inspection and copying by COUNTY representatives at all reasonable hours at the principal  
19 office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit  
20 inspection of its records as follows:

- 21 a. A certified copy of an employee's payroll record shall be made available for inspection or furnished  
22 to the employee or the employee's authorized representative on request.
- 23 b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available  
24 for inspection or furnished upon request to a representative of COUNTY, the Division of Labor  
25 Standards Enforcement, and the Division of Apprenticeship Standards of the Department of  
26 Industrial Relations. Certified payrolls submitted to COUNTY, the Division of Labor Standards  
27 Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by  
28 the CONSULTANT.
- 29 c. The public shall not be given access to certified payroll records by the CONSULTANT. The



1 CONSULTANT is required to forward any requests for certified payrolls to the COUNTY Contract  
2 Administrator by both email and regular mail on the business day following receipt of the request.

- 3 3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to  
4 the entity that requested the records within ten (10) calendar days after receipt of a written request.
- 5 4. Any copy of records made available for inspection as copies and furnished upon request to the public or  
6 any public agency by COUNTY shall be marked or obliterated in such a manner as to prevent disclosure  
7 of each individual's name, address, and social security number. The name and address of the  
8 CONSULTANT or subconsultant performing the work shall not be marked or obliterated.
- 9 5. The CONSULTANT shall inform COUNTY of the location of the records enumerated under paragraph (1)  
10 above, including the street address, city, and county, and shall, within five (5) working days, provide a  
11 notice of a change of location and address.
- 12 6. The CONSULTANT or subconsultant shall have ten (10) calendar days in which to comply subsequent to  
13 receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the  
14 CONSULTANT or subconsultant fails to comply within the ten (10) day period, he or she shall, as a  
15 penalty to COUNTY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each  
16 worker, until strict compliance is effectuated. Such penalties shall be withheld by COUNTY from  
17 payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to  
18 the failure of a subconsultant to comply with this section.

19 E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified  
20 payroll requirements. Invoice payment will not be made until the invoice is approved by the COUNTY  
21 Contract Administrator.

22 F. Penalty

- 23 1. The CONSULTANT and any of its subconsultants shall comply with Labor Code §1774 and §1775.  
24 Pursuant to Labor Code §1775, the CONSULTANT and any subconsultant shall forfeit to the COUNTY a  
25 penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each  
26 worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in  
27 which the worker is employed for any public work done under the Agreement by the CONSULTANT or by  
28 its subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770  
29 to 1780, inclusive.



- 1 2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on  
2 consideration of mistake, inadvertence, or neglect of the CONSULTANT or subconsultant in failing to pay  
3 the correct rate of prevailing wages, or the previous record of the CONSULTANT or subconsultant in  
4 meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or  
5 subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to  
6 pay the correct rates of prevailing wages is not excusable if the CONSULTANT or subconsultant had  
7 knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the  
8 appropriate rate, including any escalations that take place during the term of the Agreement.
- 9 3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage  
10 rates and the amount paid to each worker for each calendar day or portion thereof for which each worker  
11 was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or  
12 subconsultant.
- 13 4. If a worker employed by a subconsultant on a public works project is not paid the general prevailing per  
14 diem wages by the subconsultant, the prime CONSULTANT of the project is not liable for the penalties  
15 described above unless the prime CONSULTANT had knowledge of that failure of the subconsultant to  
16 pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to  
17 comply with all of the following requirements:
  - 18 a. The Agreement executed between the CONSULTANT and the subconsultant for the performance  
19 of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771,  
20 1775, 1776, 1777.5, 1813, and 1815.
  - 21 b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem  
22 wages by the subconsultant to the employees by periodic review of the certified payroll records of  
23 the subconsultant.
  - 24 c. Upon becoming aware of the subconsultant's failure to pay the specified prevailing rate of wages  
25 to the subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or  
26 rectify the failure, including but not limited to, retaining sufficient funds due the subconsultant for  
27 work performed on the public works project.
  - 28 d. Prior to making final payment to the subconsultant for work performed on the public works project,  
29 the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the subconsultant

1 that the subconsultant had paid the specified general prevailing rate of per diem wages to the  
2 subconsultant's employees on the public works project and any amounts due pursuant to Labor  
3 Code §1813.

4 5. Pursuant to Labor Code §1775, COUNTY shall notify the CONSULTANT on a public works project within  
5 fifteen (15) calendar days of receipt of a complaint that a subconsultant has failed to pay workers the  
6 general prevailing rate of per diem wages.

7 6. If COUNTY determines that employees of a subconsultant were not paid the general prevailing rate of  
8 per diem wages and if COUNTY did not retain sufficient money under the Agreement to pay those  
9 employees the balance of wages owed under the general prevailing rate of per diem wages, the  
10 CONSULTANT shall withhold an amount of moneys due the subconsultant sufficient to pay those  
11 employees the general prevailing rate of per diem wages if requested by COUNTY.

12 G. Hours of Labor

13 Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the  
14 COUNTY, twenty-five dollars (\$25) for each worker employed in the execution of the Agreement by the  
15 CONSULTANT or any of its subconsultants for each calendar day during which such worker is required or  
16 permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar  
17 week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive,  
18 except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during  
19 any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per  
20 day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as  
21 provided in §1815.

22 H. Employment of Apprentices

23 1. Where either the prime Agreement or the sub agreement exceeds thirty thousand dollars (\$30,000), the  
24 CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of  
25 Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

26 2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding  
27 the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior  
28 to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division  
29 of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding



1 the employment of apprentices and for the specific journey-to- apprentice ratios for the Agreement work.  
2 The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties  
3 are specified in Labor Code §1777.7.

4 **ARTICLE XIII CONFLICT OF INTEREST**

5 A. CONSULTANT shall cause itself, its respective employees, agents, representatives, or independent  
6 contractors and its subconsultants as well as their respective employees, agents, representatives, or  
7 independent contractors to comply with all applicable conflict of interest laws and regulations, including but  
8 not limited to the Political Reform Act and California Government Code section  
9 1090. Furthermore, CONSULTANT shall cause itself, its respective employees, agents, representatives, or  
10 independent contractors and its subconsultants as well as their respective employees, agents,  
11 representatives, or independent contractors to comply with the COUNTY's Conflict of Interest  
12 Code. CONSULTANT further agrees to cause itself, its respective employees, agents, representatives, or  
13 independent contractors to complete any statements of economic interest if required by COUNTY or State  
14 law. Notwithstanding any other provision contained in this Agreement, for a breach or violation of this  
15 provision, COUNTY shall have the right to immediately terminate this Agreement without liability and seek any  
16 other remedy provided by law or equity or this Agreement.

17 B. During the term of this Agreement, the CONSULTANT shall disclose any financial, business, or other  
18 relationship with COUNTY that may have an impact upon the outcome of this Agreement or any ensuing  
19 COUNTY construction project. The CONSULTANT shall also list current clients who may have a financial  
20 interest in the outcome of this Agreement or any ensuing COUNTY construction project which will follow.

21 C. CONSULTANT certifies that it has disclosed to COUNTY any actual, apparent, or potential conflicts of interest  
22 that may exist relative to the services to be provided pursuant to this Agreement. CONSULTANT agrees to  
23 advise COUNTY of any actual, apparent or potential conflicts of interest that may develop subsequent to the  
24 date of execution of this Agreement.

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

27 E. The CONSULTANT (nor any subconsultant nor any firms affiliated with the CONSULTANT or any  
28 subconsultant) shall not be eligible to perform any further phases of the projects or to bid on any construction  
29 contract or on any Agreement to provide construction inspection for any construction project resulting from



1 this Agreement. An affiliated firm is one, which is subject to the control of the same persons, though joint  
2 ownership or otherwise.

3 F. CONSULTANT's duties and services under this Agreement shall not include preparing or assisting the  
4 COUNTY with any portion of the COUNTY's preparation of a request for proposals, request for qualifications,  
5 or any other solicitation regarding a subsequent or additional contract with the COUNTY. The COUNTY  
6 entering this Agreement shall at all times retain responsibility for public contracting, including with respect to  
7 any subsequent phase of the projects. CONSULTANT's participation in the planning, discussions, or  
8 drawings of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or  
9 specifications. CONSULTANT shall cooperate with the COUNTY to ensure that all bidders for a subsequent  
10 contract on any subsequent phase of a project have access to the same information, including all conceptual,  
11 preliminary, or initial plans or specifications prepared by CONSULTANT pursuant to this Agreement.

12 **ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

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

18 **ARTICLE XV PROHIBITION OF EXPENDING COUNTY STATE OR FEDERAL FUNDS FOR LOBBYING**

19 If Article V.Q identifies that federal funds are used, in whole or in part, to fund the services performed under this  
20 Agreement and such federal funding will exceed \$150,000 then compliance with the provisions of Article XV as  
21 described below is required. If Article V.Q identifies that services are not funded in whole or in part with federal  
22 funds or such federal funding will be less than \$150,000 then compliance with the requirements of Article XV is  
23 not required.

24 A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

- 25 1. No state, federal or COUNTY appropriated funds have been paid or will be paid, by or on behalf of the  
26 CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any  
27 local, state or federal agency, a Member of the State Legislature or United States Congress, an officer or  
28 employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in  
29 connection with the awarding of making of this Agreement, or with the extension, continuation, renewal,

1 amendment, or modification of this Agreement.

2 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for  
3 influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an  
4 officer or employee of Congress, or an employee of a Member of Congress in connection with this  
5 Agreement, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to  
6 Report Lobbying", in accordance with its instructions.

7 B. This certification is a material representation of fact upon which reliance was placed when this transaction  
8 was made or entered into. Submission of this certification is a prerequisite for making or entering into this  
9 transaction imposed by 31 U.S.C. Section 1352. Any person who fails to file the required certification shall be  
10 subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred  
11 thousand dollars (\$100,000) for each such failure.

12 C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this  
13 certification be included in all lower tier sub agreements, which exceed one hundred thousand dollars  
14 (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

15 **ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE**

16 A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of  
17 perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with the  
18 nondiscrimination program requirements of Government Code Section 12990 and 2 California Code of  
19 Regulations (CCR) Section 8103.

20 B. During the performance of this Agreement, CONSULTANT and its subconsultants shall not deny the  
21 Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry,  
22 physical disability, mental disability, medical condition, genetic information, marital status, sex, gender,  
23 gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they  
24 unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment  
25 because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical  
26 condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual  
27 orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation  
28 and treatment of their employees and applicants for employment are free from such discrimination and  
29 harassment.



- 1 C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act  
2 (Government Code Section 12990 et seq.), the applicable regulations promulgated there under (2 CCR  
3 Section 11000 et seq.), the provisions of Government Code Sections 11135-11139.5, and the regulations or  
4 standards adopted by COUNTY to implement such article. The applicable regulations of the Fair Employment  
5 and Housing Commission implementing Government Code Section 12990 (a-f), set forth 2 CCR Sections  
6 8100-8504, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- 7 D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing  
8 and the COUNTY upon reasonable notice at any time during the normal business hours, but in no case less  
9 than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of  
10 information and its facilities as said Department or COUNTY shall require to ascertain compliance with this  
11 cause.
- 12 E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor  
13 organizations with which they have a collective bargaining or other agreement.
- 14 F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all  
15 subcontracts to perform work under this Agreement.
- 16 G. The CONSULTANT, with regard to the work under this Agreement, shall act in accordance with Title VI of the  
17 Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.). Title VI provides that the recipients of federal  
18 assistance will implement and maintain a policy of nondiscrimination in which no person in the United States  
19 shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in,  
20 denied the benefits of or subject to discrimination under any program or activity by the recipients of federal  
21 assistance or their assignees and successors in interest.
- 22 H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs  
23 of the U.S. Department of Transportation (49 CFR 21 – Effectuation of Title VI of the Civil Rights Act of 1964).  
24 Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited  
25 by 49 CFR Section 21.5, including employment practices and the selection and retention of subconsultants.
- 26 I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any  
27 person the benefits of, or otherwise discriminate against anyone in connection with the award and  
28 performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In  
29 administering the COUNTY components of DBE Program Plan, CONSULTANT, subrecipient or subconsultant

1 will not, directly or through contractual or other arrangements, use criteria or methods of administration that  
2 have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program  
3 Plan with respect to individuals of a particular race, color, sex, or national origin.

4 **ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION**

5 A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the  
6 laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of  
7 owner, partner, director, officer, or manager:

- 8 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by  
9 any federal agency;
- 10 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal  
11 agency within the past three (3) years;
- 12 3. Does not have a proposed debarment pending; and
- 13 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent  
14 jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

15 B. Any exceptions to this certification must be disclosed to COUNTY. Exceptions will not necessarily result in  
16 denial of recommendation for award but will be considered in determining responsibility. Disclosures must  
17 indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

18 C. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the  
19 U.S. General Services Administration are to be determined by the Federal Highway Administration (FHWA).

20 **ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION**

21 [Intentionally Omitted]

22 **ARTICLE XIX INDEMNIFICATION AND INSURANCE**

23 A. Basic Indemnity

- 24 1. To the fullest extent permitted by applicable law, CONSULTANT agrees to defend (through legal counsel  
25 reasonably acceptable to COUNTY), indemnify, and hold harmless the County of Riverside, its Agencies,  
26 Districts, Departments and Special Districts, Board of Supervisors, elected and appointed officials, and  
27 each of their respective directors, members officers, employees, agents, volunteers and representatives  
28 ("Indemnitees") and each of them from any and all Losses that arise out of or relate to any act or  
29 omission constituting ordinary and not professional negligence (including, without limitation, negligent



1 breach of contract), recklessness, or willful misconduct on the part of CONSULTANT or its subconsultants  
2 or their respective employees, agents, representatives, or independent contractors.

3 2. "Losses" shall mean any and all economic and non-economic losses, costs, liabilities, claims, damages,  
4 actions, judgments, settlements, and expenses, including, without limitation, full and actual attorney's fees  
5 (including, without limitation, attorney's fees for trial and on appeal), expert and non-expert witness fees,  
6 arbitrator and arbitration fees and mediator and mediation fees.

7 3. CONSULTANT further agrees to and shall indemnify and hold harmless the Indemnitees from all liability  
8 arising from suits, claims, demands, actions, or proceedings made by agents, employees, or  
9 subcontractors of CONSULTANT for salary, wages, compensation, health benefits, insurance, retirement,  
10 or any other benefit not explicitly set forth in this Agreement and arising out of work performed for  
11 COUNTY pursuant to this Agreement. The Indemnitees shall be entitled to the defense and  
12 indemnification provided for hereunder regardless of whether the Loss is in part caused or contributed to  
13 by the acts or omissions of an Indemnitee or any other person or entity; provided however, that nothing  
14 contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any  
15 Indemnitee to the extent not required under the provisions of Paragraph B. below.

16 **B. Indemnity for Design Professional Services**

17 1. To the fullest extent permitted by Applicable Law, CONSULTANT agrees to defend (through legal counsel  
18 reasonably acceptable to COUNTY), indemnify and hold harmless the Indemnitees, and each of them,  
19 against any and all Losses that arise out of, pertain to, or relate to, any negligence, recklessness or willful  
20 misconduct constituting professional negligence on the part of CONSULTANT or its subconsultants, or  
21 their respective employees, agents, representatives, or independent contractors. The Indemnitees shall  
22 be entitled to the defense, and indemnification provided for hereunder regardless of whether the Loss is,  
23 in part, caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity;  
24 provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to  
25 indemnify and hold harmless any Indemnitee to the extent not required under the provisions of this  
26 section. CONSULTANT shall defend and pay, all costs and fees, including but not limited to attorney fees,  
27 cost of investigation, and defense, in any loss, suits, claims, demands, actions, or proceedings to the  
28 extent and in proportion to the percentage, such costs and fees arise out of, pertain to, or relate to the  
29 negligence, recklessness or willful misconduct of CONSULTANT arising out of or from the performance of

1 professional design services under this Agreement. The duty to defend applies to any alleged or actual  
2 negligence, recklessness, willful misconduct of CONSULTANT. The cost for defense shall apply whether  
3 or not CONSULTANT is a party to the lawsuit and shall apply whether or not CONSULTANT is directly  
4 liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to  
5 be actively negligent, but only in proportion to the percentage of fault or negligence of CONSULTANT.

- 6 2. Without affecting the rights of COUNTY under any other provision of this Agreement, CONSULTANT shall  
7 not be required to indemnify or hold harmless or provide defense or defense costs to an Indemnitee for a  
8 Loss due to that Indemnitee's negligence, recklessness or willful misconduct; provided, however, that  
9 such negligence, recklessness or willful misconduct has been determined by agreement of  
10 CONSULTANT and Indemnitee or has been adjudged by the findings of a court of competent jurisdiction.
- 11 3. CONSULTANT agrees to obtain or cause to be obtained executed defense and indemnity agreements  
12 with provisions identical to those set forth in this section from each and every subconsultant, of every tier.
- 13 4. CONSULTANT's indemnification obligations under this Agreement shall not be limited by the amount or  
14 type of damages, compensation or benefits payable under any policy of insurance, workers'  
15 compensation acts, disability benefit acts or other employee benefit acts.
- 16 5. The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and consultant costs in  
17 pursuing or enforcing their right to defense and/or indemnification under this Agreement.

18 C. INSURANCE

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

25 1. Workers' Compensation:

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



1 subrogation in favor of the County of Riverside.

2 2. Commercial General Liability:

3 Commercial General Liability insurance coverage, including but not limited to, premises liability,  
4 unmodified contractual liability, products and completed operations liability, personal and advertising  
5 injury, and cross liability coverage, covering claims which may arise from or out of CONSULTANT's  
6 performance of its obligations hereunder. Policy's limit of liability shall not be less than \$2,000,000 per  
7 occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply  
8 separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the  
9 COUNTY as Additional Insureds.

10 3. Vehicle Liability:

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

16 4. Professional Liability

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

27 5. General Insurance Provisions - All lines:

28 a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of  
29 California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are

1 waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a  
2 requirement for a particular insurer such waiver is only valid for that specific insurer and only for one  
3 policy term.

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

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



- 1 d. It is understood and agreed to by the parties hereto that the CONSULTANT's insurance shall be  
2 construed as primary insurance, and the COUNTY's insurance and/or deductibles and/or self-insured  
3 retentions or self-insured programs shall not be construed as contributory.
- 4 e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope  
5 of services; or, there is a material change in the equipment to be used in the performance of the  
6 scope of services; or, the term of this Agreement, including any extensions thereof, exceeds five (5)  
7 years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of  
8 liability required under this Agreement, if in the COUNTY Risk Manager's reasonable judgment, the  
9 amount or type of insurance carried by the CONSULTANT has become inadequate.
- 10 f. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of  
11 subconsultants working under this Agreement.
- 12 g. The insurance requirements contained in this Agreement may be met with a program(s) of self-  
13 insurance acceptable to the COUNTY.
- 14 h. CONSULTANT agrees to notify COUNTY of any claim by a third party or any incident or event that  
15 may give rise to a claim arising from the performance of this Agreement.

16 **ARTICLE XX FUNDING REQUIREMENTS**

- 17 A. It is mutually understood between the parties that this Agreement may have been written before ascertaining  
18 the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid  
19 program and fiscal delays that would occur if the Agreement were executed after that determination was  
20 made.
- 21 B. This Agreement is valid and enforceable only if sufficient funds are made available to COUNTY for the  
22 purpose of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations,  
23 conditions, or any statute enacted by the Congress, State Legislature, or COUNTY governing board that may  
24 affect the provisions, terms, or funding of this Agreement in any manner.
- 25 C. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect  
26 any reduction in funds.
- 27 D. COUNTY has the option to terminate the Agreement pursuant to Article VI Termination, or by mutual  
28 agreement to amend the Agreement to reflect any reduction of funds.

29 **ARTICLE XXI CHANGE IN TERMS**

- 1 A. This Agreement may be amended or modified only by mutual written agreement of the parties.
- 2 B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and  
3 notification to proceed has been provided by COUNTY Contract Administrator.
- 4 C. There shall be no change in CONSULTANT Project Manager or members of the project team, as listed as  
5 Key Personnel in the approved Scope of Services, which is a part of this Agreement without prior written  
6 approval by COUNTY Contract Administrator.

7 **ARTICLE XXII CONTINGENT FEE**

8 CONSULTANT warrants, by execution of this Agreement that no person or selling agency has been employed, or  
9 retained, to solicit or secure this Agreement upon an agreement or understanding, for a commission, percentage,  
10 brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling  
11 agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this  
12 warranty, COUNTY has the right to annul this Agreement without liability; pay only for the value of the work  
13 actually performed, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover  
14 the full amount of such commission, percentage, brokerage, or contingent fee.

15 **ARTICLE XXIII DISPUTES**

- 16 A. Prior to either party commencing any legal action under this Agreement, the parties agree to try in good faith,  
17 to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of  
18 good-faith negotiations and as may be otherwise provided herein, then either party may commence legal  
19 action against the other. This Agreement shall be governed by the laws of the State of California. Any legal  
20 action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court  
21 of the State of California located in Riverside, California, and the parties waive any provision of law providing  
22 for a change of venue to another location. In the event any provision in this Agreement is held by a court of  
23 competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless  
24 continue in full force without being impaired or invalidated in any way.
- 25 B. Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed  
26 of by agreement shall be decided by a committee consisting of COUNTY Contract Administrator and Director  
27 of Transportation, or designee, who may consider written or verbal information submitted by CONSULTANT.
- 28 C. Not later than thirty (30) days after completion of all deliverables necessary to complete the plans,  
29 specifications and estimate, CONSULTANT may request review by COUNTY Governing Board of unresolved



1 claims or disputes, other than audit. The request for review will be submitted in writing.

2 D. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full  
3 and timely performance in accordance with the terms of this Agreement.

4 **ARTICLE XXIV INSPECTION OF WORK**

5 CONSULTANT and any subconsultant shall permit COUNTY, the state, and the FHWA if federal participating  
6 funds are used in this Agreement; to review and inspect the project activities and files at all reasonable times  
7 during the performance period of this Agreement.

8 **ARTICLE XXV SAFETY**

9 A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety  
10 equipment or procedures. CONSULTANT shall comply with safety instructions issued by COUNTY Safety  
11 Officer and other COUNTY representatives. CONSULTANT personnel shall wear hard hats and safety vests  
12 at all times while working on the construction project site.

13 B. Pursuant to the authority contained in Vehicle Code Section 591, COUNTY has determined that such areas  
14 are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the  
15 requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all  
16 reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public  
17 from injury and damage from such vehicles.

18 C. Any subcontract entered into as a result of this Agreement, shall contain all of the provisions of this Article.

19 D. In the event CONSULTANT performs trenching of five (5) feet or deeper in the performance any service  
20 provided under this Agreement, CONSULTANT must have a Division of Occupational Safety and Health  
21 (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of  
22 any practices, work, method, operation, or process related to the construction or excavation of trenches which  
23 are five (5) feet or deeper.

24 **ARTICLE XXVI OWNERSHIP OF DATA**

25 A. It is mutually agreed that all materials prepared by CONSULTANT under this Agreement shall become the  
26 property of COUNTY, and CONSULTANT shall have no property rights therein whatsoever. Immediately,  
27 upon termination, COUNTY shall be entitled to, and CONSULTANT shall deliver to COUNTY, reports,  
28 investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date,  
29 whether completed or not, and other such materials as may have been prepared or accumulated to date by

1 CONSULTANT in performing this Agreement which is not CONSULTANT's privileged information, as defined  
2 by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to  
3 COUNTY which is in CONSULTANT's possession. Publication of the information derived from work  
4 performed or data obtained in connection with services rendered under this Agreement must be approved in  
5 writing by COUNTY.

6 B. Additionally, it is agreed that the Parties intend this to be an Agreement for services and each considers the  
7 products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire.  
8 CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation,  
9 copyright) belongs to and shall be the sole and exclusive property of COUNTY without restriction or limitation  
10 upon its use or dissemination by COUNTY.

11 C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work  
12 product is suitable in any way for any other project except the one detailed in this Agreement. Any reuse by  
13 COUNTY for another project or project location shall be at COUNTY's sole risk.

14 D. COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the  
15 Agreement shall provide that the FHWA and COUNTY shall have the royalty-free nonexclusive and  
16 irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for  
17 government purposes.

18 **ARTICLE XXVII CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR**

19 A. If claims are filed by COUNTY's construction contractor relating to work performed by CONSULTANT's  
20 personnel, and additional information or assistance from CONSULTANT's personnel is required in order to  
21 evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for  
22 consultation with COUNTY's construction contract administration and legal staff and for testimony, if  
23 necessary, at depositions and at trial or arbitration proceedings.

24 B. CONSULTANT's personnel that COUNTY considers essential to assist in defending against construction  
25 contractor claims will be made available on reasonable notice from COUNTY. Consultation or testimony will  
26 be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel  
27 services under this Agreement.

28 C. Services of CONSULTANT's personnel in connection with COUNTY's construction contractor claims will be  
29 performed pursuant to a written contract amendment, if necessary, extending the termination date of this



1 Agreement in order to resolve the construction claims.

2 **ARTICLE XXVIII CONFIDENTIALITY OF DATA**

3 A. All financial, statistical, personal, technical, or other data and information relative to COUNTY's operations,  
4 which are designated confidential by COUNTY and made available to CONSULTANT in order to carry out this  
5 Agreement, shall be protected by CONSULTANT from unauthorized use and disclosure.

6 B. Permission to disclose information on one occasion, or public hearing held by COUNTY relating to the  
7 Agreement, shall not authorize CONSULTANT to further disclose such information, or disseminate the same  
8 on any other occasion.

9 C. CONSULTANT shall not comment publicly to the press or any other media regarding the Agreement or  
10 COUNTY's actions on the same, except to COUNTY's staff, CONSULTANT's own personnel involved in the  
11 performance of this Agreement, at public hearings or in response to questions from a Legislative committee.

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

15 E. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.

16 F. All information related to the construction estimate is confidential and shall not be disclosed by  
17 CONSULTANT to any entity other than COUNTY, Caltrans, and/or FHWA. All of the materials prepared or  
18 assembled by CONSULTANT pursuant to the performance of this Agreement are confidential and  
19 CONSULTANT agrees that they shall not be made available to any individual or organization without the prior  
20 written approval of COUNTY or except by court order. If CONSULTANT or any of its officers, employees, or  
21 subcontractors does voluntarily provide information in violation of this Agreement, COUNTY has the right to  
22 reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the  
23 information, including, but not limited to, COUNTY's attorney's fees and disbursements, including without  
24 limitation expert's fees and disbursements.

25 **ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

26 In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury  
27 that no more than one final unappealable finding of contempt of court by a federal court has been issued against  
28 CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply  
29 with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations

1 Board.

2 **ARTICLE XXX LEGAL COMPLIANCE**

3 CONSULTANT shall comply with all federal, State, and local laws, statutes, ordinances, rules and regulations,  
4 and the orders and decrees of any courts or administrative bodies or tribunals currently in effect and in any  
5 manner affecting the performance of this Agreement, including, without limitation, workers' compensation laws  
6 and licensing and regulations. Failure to comply with the foregoing by CONSULTANT may be grounds for  
7 termination by the COUNTY.

8 **ARTICLE XXXI EVALUATION OF CONSULTANT**

9 CONSULTANT's performance will be evaluated by COUNTY. A copy of the evaluation will be sent to  
10 CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the  
11 Agreement record.

12 **ARTICLE XXXII RETENTION OF FUNDS**

- 13 A. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.
- 14 B. COUNTY will withhold the last ten percent (10%) of the budget for preparation of the final PS&E documents.  
15 The ten percent (10%) retainage is to be held after ninety percent (90%) of the PS&E phase has been billed  
16 and is not to be deducted from each invoice. The amount retained will be paid to CONSULTANT after  
17 COUNTY has approved CONSULTANT's PS&E documents. The CONSULTANT, or subconsultant, shall  
18 return all monies withheld in retention from a subconsultant within thirty (30) days after receiving payment.  
19 Federal law (49 CFR 26.29) requires that any delay or postponement of payment over thirty (30) days may  
20 take place only for good cause and with the COUNTY's prior written approval. Any violation of this provision  
21 shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies  
22 specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be  
23 construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the  
24 CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the  
25 CONSULTANT, deficient subconsultant performance, or noncompliance by a subconsultant. This provision  
26 applies to both DBE and non-DBE prime consultant and subconsultants.

27 **ARTICLE XXXIII TITLE VI ASSURANCES**

28 CONSULTANT shall comply with the assurances set forth in Attachment D, Title VI Assurances, as applicable,  
29 which is attached hereto and incorporated herein by reference.



1 **ARTICLE XXXIV NOTIFICATION**

2 All notices hereunder and communications regarding interpretation of the terms of this Agreement and changes  
3 thereto, shall be affected by the mailing thereof by registered or certified mail, return receipt requested, postage  
4 prepaid, and addressed to the CONSULTANT Project Manager and COUNTY Contract Administrator at the  
5 respective addresses provided in Article I.B.

6 **ARTICLE XXXV CONTRACT**

7 A. The two parties to this Agreement, who are the before named CONSULTANT and the before named  
8 COUNTY, hereby agree that this Agreement constitutes the entire agreement which is made and  
9 concluded in triplicate between the two parties. Both of these parties for and in consideration of the  
10 payments to be made, conditions mentioned, and work to be performed, each agree to diligently perform  
11 in accordance with the terms and conditions of this Agreement as evidenced by the signatures below.

12 B. This Agreement may be executed in any number of counterparts, each of which will be an original, but all  
13 of which together will constitute one instrument. Each party to this Agreement agrees to the use of  
14 electronic signatures, such as digital signatures that meet the requirements of the California Uniform  
15 Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this  
16 Agreement. The parties further agree that the electronic signatures of the parties included in this  
17 Agreement are intended to authenticate this writing and to have the same force and effect as manual  
18 signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically  
19 associated with an electronic record and executed or adopted by a person with the intent to sign the  
20 electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an  
21 electronic signature for transactions and contracts among parties in California, including a government  
22 agency. Digital signature means an electronic identifier, created by computer, intended by the party using  
23 it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon  
24 by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as  
25 defined in subdivision (i) of Section 1633.2 of the Civil Code.

26  
27 [SIGNATURE PAGE FOLLOWS]  
28  
29

ARTICLE XXXVI SIGNATURES

COUNTY Signatures

RECOMMENDED FOR APPROVAL:

 Dated: 8/12/2024

Director of Transportation

APPROVED AS TO FORM:

County Counsel

 Dated: \_\_\_\_\_

By Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

 Dated: 9/10/2024

CHUCK WASHINGTON

PRINTED NAME

Chair, Riverside County Board of Supervisors

ATTEST:

 Deputy Dated: 9/10/2024

KIMBERLY RECTOR

Clerk of the Board (SEAL)

CONSULTANT Signatures

CONSULTANT:

 Dated: 08/09/24

Steven D. Schiffer

PRINTED NAME

Chief Revenue Officer

TITLE



# RUSH Request for Signature Due Today| County of Riverside On-Call Geotech & MT Agreement

Final Audit Report

2024-08-09

Created:	2024-08-09
By:	Logan Nusse (lnusse@twininginc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAASRjKB0EYi1kDBqtMAeY1oofj3PpgmE5-

## "RUSH Request for Signature Due Today| County of Riverside On-Call Geotech & MT Agreement" History

-  Document created by Logan Nusse (lnusse@twininginc.com)  
2024-08-09 - 8:37:16 PM GMT
-  Document emailed to steve schiffer (sschiffer@twininginc.com) for signature  
2024-08-09 - 8:37:35 PM GMT
-  Email viewed by steve schiffer (sschiffer@twininginc.com)  
2024-08-09 - 9:37:02 PM GMT
-  Document e-signed by steve schiffer (sschiffer@twininginc.com)  
Signature Date: 2024-08-09 - 9:37:43 PM GMT - Time Source: server
-  Agreement completed.  
2024-08-09 - 9:37:43 PM GMT

ATTACHMENT A • SCOPE OF SERVICES

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- E. KEY PERSONNEL..... 1

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**ARTICLE AI • INTRODUCTION**

**A. DESCRIPTION**

CONSULTANT shall provide on-call geotechnical and materials testing services under this Agreement as set forth in each executed Task Order.

**B. LOCATION**

Task Orders may be for projects located anywhere within the jurisdictional boundaries of the County of Riverside as outlined in the map shown below.

**Map of the County of Riverside**



**C. COORDINATION**

CONSULTANT shall coordinate with other involved agencies for compatible design and phasing of construction with existing conditions.

**D. STANDARDS**

Documents shall be prepared in accordance with current State Department of Transportation (CALTRANS) regulations, policies, procedures, manuals and standards including compliance with Federal Highway Administration (FHWA) requirements and/or COUNTY Road Standards as appropriate. Improvements of local roads may be prepared in accordance with COUNTY standards in lieu of CALTRANS standards as directed by the COUNTY Contract Administrator. All documents shall be prepared using English Standard Units and dimensions.

**E. KEY PERSONNEL**

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

**Assignment**

**Key Personnel**

Project Manager

Sammy Daghighi, PE

**ARTICLE AII • CONTRACT ADMINISTRATION**

**A. CONTRACT MANAGEMENT**

The CONSULTANT Project Manager will maintain ongoing liaison with the COUNTY Contract Administrator and other effected agencies to promote effective coordination during the course of working on Task Orders.

**B. COST ACCOUNTING**

The CONSULTANT will prepare and submit monthly invoices of expenditures for each on-call Task Order. All Invoices will include all supporting data.

**C. SCHEDULING**

Schedules will be prepared for each specific Task Order.

**ARTICLE AIII • SERVICES TO BE PROVIDED/SCOPE OF WORK**

The scope of work for this Agreement is to provide on-call services to the Riverside County Transportation Department for transportation related services located throughout Riverside County. Services will be performed at the request of the COUNTY Contract Administrator. The CONSULTANT may be required to provide on-call services that include but are not limited to the following:

1. Laboratory Testing
2. Materials Sampling and Field Testing
3. Drilling/Subsurface Exploration
4. Traffic Control to support Drilling Exploration
5. Geophysical Investigation
6. Pavement Evaluation/Design
7. Geological/Geotechnical Engineering
8. Source Inspection/SIQMP Reports
9. Materials/Foundation/Geotechnical Design Reports
10. Specialty Testing



**ATTACHMENT B • SCHEDULE OF SERVICES**

**ARTICLE BI • INTRODUCTION**

The CONSULTANT shall perform the covenants set forth in Attachment A, Scope of Services, in accordance with the performance requirements of ARTICLE IV PERFORMANCE PERIOD of this Agreement and with the following additional Performance Requirements below. All Task Orders authorized under this Agreement must be authorized no later than June 30, 2029. All services authorized by Task Orders shall be completed by the Agreement expiration date. If work on a Task Order is in progress on the expiration date of this Agreement, the period of performance of this Agreement shall be extended by a written amendment signed by the authorized representatives of both parties prior to the expiration of the period of performance to cover the time needed to complete the Task Order in progress only. An amendment extending the period of performance of this Agreement to cover the time needed to complete a Task Order in progress may be signed by the Director of Transportation if authorized by the COUNTY Board of Supervisors. If written amendment is executed, Task Order services authorized in this Agreement shall therefore be completed no later than June 30, 2031. Deliverables/Services schedules will be prepared for each specific Task Order that the CONSULTANT is assigned.

**ARTICLE BII • PERFORMANCE REQUIREMENTS**

**A. SUBMITTALS**

Where CONSULTANT is required to prepare and submit studies, reports, plans, etc., to COUNTY, these shall be submitted in draft as scheduled, and the opportunity provided for COUNTY and AGENCIES to offer comments prior to final submission.

**B. TIME EXTENSIONS**

1. Any delay in providing services required by this Agreement occasioned by causes beyond the control and not due to the fault or negligence of CONSULTANT, shall be the reason for granting an extension of time for the completion of the aforesaid work. When such delay occurs, CONSULTANT shall promptly notify COUNTY in writing of the cause and of the extent of the delay whereupon COUNTY shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the work when, in COUNTY's judgment, their findings of fact justify such an extension of time.
2. COUNTY's findings of fact shall be final and conclusive to the parties hereto. However, this is not

1 intended to deny CONSULTANT of any available civil legal remedies in the event of a dispute

2 **C. FINAL ACCEPTANCE**

3 When COUNTY determines that CONSULTANT has satisfactorily completed the services, COUNTY may give  
4 CONSULTANT a written Notice of Final Acceptance. CONSULTANT shall not incur any further costs  
5 hereunder unless so specified in the Notice of Final Acceptance. No payment will be made for any work  
6 performed after the Agreement end date as provided in ARTICLE IV PERFORMANCE PERIOD unless  
7 extended by amendment regardless if a Notice of Final Acceptance has been issued or not. The final invoice  
8 shall be submitted within 60 calendar days after completion of CONSULTANT's work as required by ARTICLE  
9 V ALLOWABLE COSTS AND PAYMENTS. CONSULTANT may request a Notice of Final Acceptance  
10 determination when, in its opinion, it has satisfactorily completed all covenants as stipulated in this  
11 Agreement.  
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**ATTACHMENT C • COMPENSATION PLAN**

**ARTICLE CI • INTRODUCTION**

Satisfactory performance and completion of the services under this Agreement shall be compensated based upon the hourly rates specified herein and the negotiated cost estimate for each specific Task Order. Actual costs for any Task Order shall not exceed the authorized cost estimate. The sum of the Task Order cost estimates authorized shall not exceed the maximum amount of this Agreement.

**ARTICLE CII • ELEMENTS OF COMPENSATION**

Compensation for the services provided will be comprised of the following elements: HOURLY RATES, INCURRED (ACTUAL) DIRECT COSTS and OUTSIDE SERVICES.

**A. HOURLY RATES**

The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead and fee. These rates are not adjustable for the period of performance set forth in the Agreement.

**B. INCURRED (ACTUAL) DIRECT COSTS**

Additional incurred (actual) direct costs, directly identifiable to the performance of the services of this Agreement, shall be reimbursed at the rates defined in each Task Order, or at actual cost. Travel by air and/or travel in excess of 100 miles must have COUNTY's prior written approval to be reimbursed under this Agreement.

**C. OUTSIDE SERVICES**

Outside services shall be paid in accordance with the negotiated cost estimate for each Task Order and in conformance with the COUNTY Consulting Services Manual invoicing procedures. Firms proposed to provide sub-consulting services under this Agreement are listed below:

- ZT Consulting Group, Inc.

**ARTICLE CIII • INVOICING**

CONSULTANT shall submit invoices in accordance with ARTICLE V ALLOWABLE COSTS AND PAYMENTS of the Agreement and with the following requirements.

1. Billings for hours worked, incurred (actual) direct costs and outside services shall be included in CONSULTANT's monthly invoice submittals and be in conformance with the COUNTY's Consulting Services Invoicing Procedures.

- 1           2. The charges for each individual assigned under this Agreement shall be listed separately.
- 2           3. Charges for incurred (actual) direct costs shall be accompanied by substantiating documentation
- 3           such as invoices, telephone logs, etc.
- 4           4. Each invoice shall bear a certification signed by the CONSULTANT Project Manager or an officer of
- 5           the firm which reads as follows:

6                     "I hereby certify that the hours and salary rates charged in this invoice are the actual hours and

7                     rates worked and paid to the employees listed."

8   **ARTICLE CIV • PAYMENT**

9           Progress payments shall be made in accordance with ARTICLE V ALLOWABLE COSTS AND PAYMENTS of

10          the Agreement. The total amount payable by COUNTY for all Task Orders resulting from this Agreement shall not

11          exceed \$2,500,000.

12   **ARTICLE CV • HOURLY RATES**

13          COUNTY shall pay CONSULTANT at the Loaded Hourly Billing Rates attached unless a Capped Rate is listed. If

14          a Capped Rate is listed, COUNTY shall pay CONSULTANT at the Capped Rate. These rates shall be applicable

15          to both straight time and overtime work unless payment of premium for overtime work is required by law,

16          regulation or craft agreement, or is otherwise specified in this Agreement.





## HOURLY RATES

Operation Submitter (Group #)	FIELD	710203	870204	8801	8817	8821	8832	8838	8840	8843	8877	8878	8881	8882	8883	8884	8885	8886	8887	8888	8889	8890	8891	8892	8893	8894	8895	8896	8897	8898	8899	8900	8901	8902	8903	8904	8905	8906	8907	8908	8909	8910	8911	8912	8913	8914	8915	8916	8917	8918	8919	8920	8921	8922	8923	8924	8925	8926	8927	8928	8929	8930	8931	8932	8933	8934	8935	8936	8937	8938	8939	8940	8941	8942	8943	8944	8945	8946	8947	8948	8949	8950	8951	8952	8953	8954	8955	8956	8957	8958	8959	8960	8961	8962	8963	8964	8965	8966	8967	8968	8969	8970	8971	8972	8973	8974	8975	8976	8977	8978	8979	8980	8981	8982	8983	8984	8985	8986	8987	8988	8989	8990	8991	8992	8993	8994	8995	8996	8997	8998	8999	9000	9001	9002	9003	9004	9005	9006	9007	9008	9009	9010	9011	9012	9013	9014	9015	9016	9017	9018	9019	9020	9021	9022	9023	9024	9025	9026	9027	9028	9029	9030	9031	9032	9033	9034	9035	9036	9037	9038	9039	9040	9041	9042	9043	9044	9045	9046	9047	9048	9049	9050	9051	9052	9053	9054	9055	9056	9057	9058	9059	9060	9061	9062	9063	9064	9065	9066	9067	9068	9069	9070	9071	9072	9073	9074	9075	9076	9077	9078	9079	9080	9081	9082	9083	9084	9085	9086	9087	9088	9089	9090	9091	9092	9093	9094	9095	9096	9097	9098	9099	9100	9101	9102	9103	9104	9105	9106	9107	9108	9109	9110	9111	9112	9113	9114	9115	9116	9117	9118	9119	9120	9121	9122	9123	9124	9125	9126	9127	9128	9129	9130	9131	9132	9133	9134	9135	9136	9137	9138	9139	9140	9141	9142	9143	9144	9145	9146	9147	9148	9149	9150	9151	9152	9153	9154	9155	9156	9157	9158	9159	9160	9161	9162	9163	9164	9165	9166	9167	9168	9169	9170	9171	9172	9173	9174	9175	9176	9177	9178	9179	9180	9181	9182	9183	9184	9185	9186	9187	9188	9189	9190	9191	9192	9193	9194	9195	9196	9197	9198	9199	9200																																																																																																																																																																																																																																																																								
Other (overseas)	710204	870203	8802	8814	8818	8820	8822	8824	8826	8828	8830	8832	8834	8836	8838	8840	8842	8844	8846	8848	8850	8852	8854	8856	8858	8860	8862	8864	8866	8868	8870	8872	8874	8876	8878	8880	8882	8884	8886	8888	8890	8892	8894	8896	8898	8900	8902	8904	8906	8908	8910	8912	8914	8916	8918	8920	8922	8924	8926	8928	8930	8932	8934	8936	8938	8940	8942	8944	8946	8948	8950	8952	8954	8956	8958	8960	8962	8964	8966	8968	8970	8972	8974	8976	8978	8980	8982	8984	8986	8988	8990	8992	8994	8996	8998	9000	9002	9004	9006	9008	9010	9012	9014	9016	9018	9020	9022	9024	9026	9028	9030	9032	9034	9036	9038	9040	9042	9044	9046	9048	9050	9052	9054	9056	9058	9060	9062	9064	9066	9068	9070	9072	9074	9076	9078	9080	9082	9084	9086	9088	9090	9092	9094	9096	9098	9100	9102	9104	9106	9108	9110	9112	9114	9116	9118	9120	9122	9124	9126	9128	9130	9132	9134	9136	9138	9140	9142	9144	9146	9148	9150	9152	9154	9156	9158	9160	9162	9164	9166	9168	9170	9172	9174	9176	9178	9180	9182	9184	9186	9188	9190	9192	9194	9196	9198	9200	9202	9204	9206	9208	9210	9212	9214	9216	9218	9220	9222	9224	9226	9228	9230	9232	9234	9236	9238	9240	9242	9244	9246	9248	9250	9252	9254	9256	9258	9260	9262	9264	9266	9268	9270	9272	9274	9276	9278	9280	9282	9284	9286	9288	9290	9292	9294	9296	9298	9300	9302	9304	9306	9308	9310	9312	9314	9316	9318	9320	9322	9324	9326	9328	9330	9332	9334	9336	9338	9340	9342	9344	9346	9348	9350	9352	9354	9356	9358	9360	9362	9364	9366	9368	9370	9372	9374	9376	9378	9380	9382	9384	9386	9388	9390	9392	9394	9396	9398	9400	9402	9404	9406	9408	9410	9412	9414	9416	9418	9420	9422	9424	9426	9428	9430	9432	9434	9436	9438	9440	9442	9444	9446	9448	9450	9452	9454	9456	9458	9460	9462	9464	9466	9468	9470	9472	9474	9476	9478	9480	9482	9484	9486	9488	9490	9492	9494	9496	9498	9500	9502	9504	9506	9508	9510	9512	9514	9516	9518	9520	9522	9524	9526	9528	9530	9532	9534	9536	9538	9540	9542	9544	9546	9548	9550	9552	9554	9556	9558	9560	9562	9564	9566	9568	9570	9572	9574	9576	9578	9580	9582	9584	9586	9588	9590	9592	9594	9596	9598	9600	9602	9604	9606	9608	9610	9612	9614	9616	9618	9620	9622	9624	9626	9628	9630	9632	9634	9636	9638	9640	9642	9644	9646	9648	9650	9652	9654	9656	9658	9660	9662	9664	9666	9668	9670	9672	9674	9676	9678	9680	9682	9684	9686	9688	9690	9692	9694	9696	9698	9700	9702	9704	9706	9708	9710	9712	9714	9716	9718	9720	9722	9724	9726	9728	9730	9732	9734	9736	9738	9740	9742	9744	9746	9748	9750	9752	9754	9756	9758	9760	9762	9764	9766	9768	9770	9772	9774	9776	9778	9780	9782	9784	9786	9788	9790	9792	9794	9796	9798	9800	9802	9804	9806	9808	9810	9812	9814	9816	9818	9820	9822	9824	9826	9828	9830	9832	9834	9836	9838	9840	9842	9844	9846	9848	9850	9852	9854	9856	9858	9860	9862	9864	9866	9868	9870	9872	9874	9876	9878	9880	9882	9884	9886	9888	9890	9892	9894	9896	9898	9900	9902	9904	9906	9908	9910	9912	9914	9916	9918	9920	9922	9924	9926	9928	9930	9932	9934	9936	9938	9940	9942	9944	9946	9948	9950	9952	9954	9956	9958	9960	9962	9964	9966	9968	9970	9972	9974	9976	9978	9980	9982	9984	9986	9988	9990	9992	9994	9996	9998	10000

1. Prevailing Wages specified are based on current DOE determination. Any More, CBA escalation of prevailing wage rates will be reflected in the loaded rates.  
 2. "OT" applies to Charge to work more than 8 hours per day and to weekends and holidays for this contract only.  
 3. The billing rates shown in this cost proposal for field staff entitled to PWA rates are calculated with assumed fringe benefits of the staff. The actual billing rates to be used in the process will be calculated by using the actual PWA fringe benefits of the individual staff in accordance with the certified benefits statement submitted with each invoice.  
 4. The employees added hourly rates shown in this cost proposal are the rates that were effective on October 1, 2013. The actual billing rates to be used in the process will be calculated and announced based on their actual hourly rates on October 1, 2013. Hourly rates for new employees hired after the date of this cost proposal will not exceed or fall below the rates of similar personnel listed on this cost proposal having similar experience.  
 5. Travel Time Charges:  
**For Managers:** On weekdays up to a maximum of 8 hours will be charged for work time, travel time or any combination of travel and work time. Billing Rate = Loaded Rate Formula "C" above.  
**For Example staff:** During regular work days, actual travel time not to exceed 8 hours in any one day or one way travel will be billed as follows:  
 Billing rate for travel time = Loaded Rate Formula "C" above.  
 All travel time, outside of the regular work day, will be billed without the application of overtime rate as follows: Billing Rate = (Actual Hourly Rate) x (1 + Field + (OHA Base + Delta Pricing)).  
**For Non-Example Employees:** During regular work days, actual travel time not to exceed 8 hours in any one day or one way travel will be billed at full normal overtime rate (i.e. without the application of the 1.5x or 2.0x multiplier for overtime as follows:



**EXHIBIT 10-H4 COST PROPOSAL FOR CONTRACTS WITH PREVAILING WAGES**

ACTUAL COST PLUS FIXED FEE; SPECIFIC RATES OF COMPENSATION AND COST PER UNIT OF WORK CONTRACTS

CONSULTANT \_\_\_\_\_ PRIME \_\_\_\_\_ SUB \_\_\_\_\_ CONTRACT TYPE \_\_\_\_\_  
 PROJECT NO. \_\_\_\_\_ CONTRACT NO. \_\_\_\_\_ DATE \_\_\_\_\_ Total Other Direct Costs Amount \$ \_\_\_\_\_

**SCHEDULE OF OTHER DIRECT COST ITEMS**

Prime Consultant's Name			Earthpactives			Gregg Drilling			Pure Technologies		
DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST
<b>PLEASE SEE ATTACHED</b>											
Special Lodging											
A. Status see attached fee schedule			A. Status see attached fee schedule			A. Status see attached fee schedule			A. Status see attached fee schedule		
B.			B.			B.			B.		
C.			C.			C.			C.		
Travel											
A. Per Diem		NC	A. Per Diem per California guidelines		Note 2	A. Per Diem per California guidelines		NC	A. Per Diem per California guidelines		Note 2
B. Company Vehicle		NC	B.			B.		NC	B.		
C. Personal Vehicle Allowance		hrs. / \$/Day	C.			C.			C.		
Other											
A. FICOI		\$/Liter / \$/GPH									
7. Facilities Capital Cost of Money (FCCM) will be billed as an Other Direct Cost based on the sum of actual hourly rates (level) of each employee (Emp) and the number of monthly hours billed (MH-B) multiplied by the FCCM											
<b>GeoVision</b>			<b>N/A</b>								
DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST						
Special Lodging											
A.			A.								
B.			B.								
C.			C.								
Travel											
A. Vehicle		NC	A. Travel		Note 2						
B.			B.								
C.			C.								

Please Note: Consultant completes all applicable items and deletes what is not applicable

- Important Notes:
- "NC" denotes No Charge
  - The approved travel and Per Diem will be reimbursed in accordance with the current California Travel Guide for consultants, and detailed in executed Task Order Cost Estimates. No charge will be incurred for employee relocation costs.
  - Actual costs are based on prices from appropriate vendors and should be competitive in their respective industries. The costs will be supported with appropriate documents detailed in executed Task Order Cost Estimates. Proposed vendors shall be presented in the Task Order Cost Estimates for each project. The approval by the California Contract Manager will be required and shall be submitted along with the actual invoice.
  - Travel, toll, and local transportation cost resulting from commuting to and from the employee's residence to the job site as assigned in the Task Order are not reimbursable.
  - Other Direct Cost (ODC) items claimed shall be in compliance with 48 Code of Federal Regulation, Chapter 1, part 31 (Federal Acquisition Regulation - FAR cost principles) and shall be consistent with the firm's company with allocation policies and charging practices with all clients including federal government, state governments, local agencies and private clients.
  - Proposed items shall be consistently billed directly to all clients (Commercial entities, Federal Gov., State Gov., and Local Gov. Agency), and not just when the client will pay for them as a direct cost.
  - Items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in the overhead rate.
  - For those items listed here as "None of the trade" that is part of indirect cost and not applicable as a direct cost, note as Not Applicable (N/A).







**SAMPLE COST PROPOSAL 4: FOR CONTRACTS WITH PREVAILING WAGES**

ACTUAL COST PLUS FIXED FEE; SPECIFIC RATES OF COMPENSATION AND COST PER UNIT OF WORK; CONTRACTS

CONSULTANT: ZT Consulting Group, Inc. PRIME \_\_\_\_\_ SUB \_\_\_\_\_ CONTRACT TYPE \_\_\_\_\_ (LIST ONE OF THE ABOVE LISTED CONTRACT TYPES)  
 PROJECT NO. \_\_\_\_\_ CONTRACT NO. \_\_\_\_\_ DATE: 02/02/24 Total Other Direct Costs Amount \$ \_\_\_\_\_

**SCHEDULE OF OTHER DIRECT COST ITEMS**

Prime Consultant's Name			ZT Consulting Group			Subconsultant's Name			Subconsultant's Name		
DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST
Service Testing			Service Testing			Commodities			Service Testing		
A			Starting Fuel / Engine Test	1	1200	A. Printing & Reproduction *			A		
B			Quality Control Testing	1	200	B. Cell Phone			B		
C			Strand Testing	1	200	C. Computer			C		
Travel			Anchor Bolt Testing	1	200	A. Laptop			Travel		Note 2
A. Per Diem		NC	Crack Testing (Chapters 0411)	1	200	Vehicles			A		
B. Company Vehicles		NC	High Strength Bolts	1	200	A. Vehicle			B		
C. Personal Vehicles (Mileage)	Mile	0.05 Each	Chemical Components	1	200	Custom Services			C		
Other						A. FEDERAL/STATE/PRINTE *			Vehicles		NC
A. FDCM *	% Labor	0.04%				Miscellaneous					
						A. Travel Expenses	Each	Note 2			
						E. Extensive printing/Shipping	Each	Actual			
* Facilities Capital Cost of Money (FCCM) will be billed as an Other Direct Cost based on the sum of actual hourly rates (OHR) of each employee (Emp) and the number of monthly hours billed (MHB) multiplied by the FCCM.			Travel			A. Per diem per Caltrans guidelines			Note 3		
			B. Mileage Per Mile								
			C.								
Subconsultant's Name			Subconsultant's Name								
DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST						
Service Testing			Service Testing								
A			A								
B			B								
C			C								
Travel			Travel								
A. Vehicle		NC	A. Travel						Note 3		
B			B								
C			C								

Please Note Consultant completes all applicable items and deletes what is not applicable

- Important Notes:
- \* "NC" denotes No Charge
  - The approved byee and the Diem will be reimbursed in accordance with the current Caltrans Travel Guide for consultants and detailed in executed Task Order Cost Estimates. No charge will be included for employee relocation costs.
  - Actual costs are based on prices from appropriate vendors and should be competitive in their respective industries. The costs will be supported with appropriate documents detailed in executed Task Order Cost Estimates. Proposed vendors shall be presented in the Task Order Cost Estimate for each project. Pre approval by the Caltrans Contract Manager will be required and shall be submitted along with the actual invoice.
  - Parking, toll and other transportation cost resulting from commuting to and from the employee's residence to the job site as assigned in the Task Order are not reimbursable.
  - Other Direct Cost (ODC) items claimed shall be in compliance with 49 Code of Federal Regulation Chapter 1, part 31 (Federal Acquisition Regulation - FAR cost principles) and shall be consistent with the firm's company-wide allocation policies and charging practices with all clients including federal government, state governments, local agencies and private clients.
  - Proposed items shall be consistently billed directly to all clients (Commercial entities, Federal Govt. and Local Govt. Agency) and not just when the client will pay for them as a direct cost.
  - Items when incurred for the same purpose, in the circumstance, should not be included in any indirect cost pool or in the overhead fee.
  - For those items listed here as "None of the trade" that is part of indirect cost and not applicable as a direct cost, note as Not Applicable (NA).





## Schedule Of Fees 2023-2024

NOTE: Rates will be adjusted annually each July 1st to reflect increased costs.

Personnel Rates: Per Hour Unless Otherwise Noted

Task Code	Equipment Usage (Daily Unless Otherwise Noted)	Rate
95318	Skidmore	\$ 48.00
95309	Torque Wrench, Small	\$ 20.00
95312	Torque Wrench, Large	\$ 30.00
95315	Torque Multiplier	\$ 45.00
95321	Air Meter	\$ 35.00
95322	Unit Weight Bucket	\$ 26.00
95323	Field Concrete Scale	\$ 35.00
95324	2" x 2" x 2" Mold	\$ 24.00
95343	Nuclear Gauge (Per Hour)	\$ 12.00
95319	Sand Cone Density Test Equipment	\$ 57.00
95333	Pull Test Equipment	\$ 70.00
95348	Concrete/Asphalt Coring Equipment	\$ 680.00
95336	Floor Flatness (Dipstick)	\$ 60.00
95330	Schmidt Hammer	\$ 45.00
95341	Vapor Emission Test Kits	\$ 55.00
95342	Relative Humidity Probe	\$ 85.00
95339	UPV (Ultrasonic Pulse Velocity) Meter	\$ 400.00
95351	Fireproofing Adhesion/Cohesion (Per Test)	\$ 40.00
95300	A Scan Ultrasonic Equipment And Consumables	\$ 95.00
95303	Magnetic Particle Equipment And Consumables	\$ 50.00
95306	Liquid Penetrant Consumables	\$ 45.00
95307	Phased Array Ultrasonic Equipment (Per Hour)	\$ 100.00
95347	Ground Penetrating Radar	\$ 380.00
95345	Impact Echo	\$ 385.00
95362	Ultrasonic Tomography	\$ 500.00
95349	Inertial Profiler (Per Hour)	Quotation
95352	Borescope	\$ 300.00
95356	Infrared Camera	\$ 100.00
95357	Project Dedicated Vehicle	\$ 180.00
95364	Roller Compacted Concrete Vibrating Hammer/Tamping Plate	\$ 80.00
95367	Half-Cell Potential Equipment Set	\$ 385.00
95368	Concrete Electrical Resistivity Meter	\$ 180.00
95369	Field Hardness (Steel)	\$ 110.00
95370	Coating Thickness Gauge	\$ 110.00
95373	Curing Box (Not Temperature Controlled, One-Time Fee/Per Box)	\$ 750.00
95371	Temperature Control Curing Box (Per Month)	\$ 500.00
95372	Temperature Matching Curing Box (Per Month)	\$ 570.00

Task Code	Specimen Pick-Up	Rate
20100	Soil/Aggregate Sample (Each)	\$ 50.00
20102	Standard Sample: Concrete Cylinders (Each)	\$ 32.00
20101	Standard Sample: Mortar/Grout Cubes And Cores, Fireproofing, Rebar, And Epoxy Prisms (Each)	\$ 32.00
20103	Oversize Sample: Masonry Prisms And Shotcrete Panels (Each)	\$ 85.00
20104	Oversize Sample: Flexural Beams (Each)	\$ 85.00
20107	Technician For Specimen Pick-Up Not Listed Above (Per Hour, 2-Hour Minimum)	\$ 145.00
20109	Technician For Specimen Pick-Up Before 5:00 a.m. Or After 5:00 p.m. Monday Thru Friday, Or All Day Saturday (Per Hour, 2-Hour Minimum Plus Mileage)	\$ 200.00

Task Code	Jobsite Trailer, Mobile Or On-site Laboratory	Rate
95360	Portable Or Mobile Laboratory Unit	Quotation
95374	Jobsite Trailer, Conex. Or Equipment Storage Box	Quotation

Task Code	Concrete Tests (Field Made Specimens)	Rate
20201	6" x 12" Cylinder Compression Strength (ASTM C39)	\$ 45.00
20202	4" x 8" Cylinder Compression Strength (ASTM C39)	\$ 40.00
20203	Density Of Structural Lightweight Concrete Equilibrium Oven Dry Method (ASTM C567)	\$ 100.00
20205	Core Compression Including Trimming (ASTM C42)	\$ 90.00
20207	6" x 6" x 18" Flexural Beams Not Exceeding Referenced Size (ASTM C78, C293 or CTM 523)	\$ 125.00
20209	Splitting Tensile Strength (ASTM C496)	\$ 125.00
20211	Modulus Of Elasticity Test (ASTM C469)	\$ 325.00
80003	Rapid Chloride Permeability Test: Cylinders Or Cores (ASTM C1202)	\$ 570.00
80006	Density, Absorption, And Voids In Hardened Concrete (ASTM C642)	\$ 570.00
40005	Flexural Toughness (ASTM C1609, Formerly ASTM C1018)	\$ 900.00
40006	Double Punch Strength Of Fiber Reinforced Concrete	\$ 600.00
40009	Coefficient Of Thermal Expansion Of Concrete (CRD 39, AASHTO T336)	\$ 650.00
40012	Bulk Electrical Resistivity (One Age Of Testing, ASTM C1876)	\$ 160.00
80013	Flexural Tensile Strength Of Metallic Fiber Reinforced Concrete Beam (EN 14651)	\$ 900.00

Task Code	Concrete Specimen Preparation	Rate
20151	Sawing Of Specimens (Each)	\$ 50.00
20157	Coring Of Specimens In Lab (Each)	\$ 50.00
20159	Grinding Of Concrete Below 6000 psi Strength (Each)	\$ 90.00
20160	Grinding Of Concrete 6000 psi Strength And Above (Each)	\$ 110.00

Task Code	Laboratory Trial Batch: Concrete, Cement And Mortar	Rate
30216	Compression Test 4" x 8" Cylinders Made And Tested In Laboratory (ASTM C192, C35)	\$ 58.00
30217	Compression Test 6" x 12" Cylinders Made And Tested In Laboratory (ASTM C192, C35)	\$ 68.00
30219	6" x 6" x 18" Flexural Beams Made And Tested In Laboratory (ASTM C192, C78)	\$ 140.00
30223	Splitting Tensile Strength Cylinders Made And Tested In Laboratory (ASTM C192, C496)	\$ 140.00
30225	Modulus Of Elasticity Test Cylinders Made And Tested In Laboratory (ASTM C192, C469)	\$ 340.00
30227	Density Of Structural Lightweight Concrete Made In Laboratory, Equilibrium Or Oven Dry Method (ASTM C567)	\$ 115.00
30237	Bulk Electrical Resistivity (ASTM C1876)	\$ 175.00
30201	Laboratory Trial Batch (ASTM C192/Lab Procedure Performance)	\$ 550.00
30203	Concrete Mixture Design For Preconstruction Evaluation And Backup Data Development	\$ 320.00
30205	Drying Shrinkage Up To 28 Days, Three 3" x 3" Or 4" x 4" Bars, Five Readings Up To 28 Dry Days (ASTM C157)	\$ 520.00
30230	Additional Reading, Per Set Of Three Bars	\$ 60.00
30231	Storage Over Ninety (90) Days, Per Set Of Three Bars, Per Month	\$ 50.00
30207	Setting Time Up To 7 Hours (ASTM C403)	\$ 200.00
30209	Bleeding (ASTM C232)	\$ 180.00
30229	Concrete Restrained Expansion (ASTM C878)	\$ 700.00
30211	Mix, Make And Test Mortar Or Grout Specimens For Compressive Strength: Set Of 6 (ASTM C878)	\$ 600.00
20263	Non-Shrink Grout: Height Change After Final Set (ASTM C1090)	\$ 600.00
20265	Non-Shrink Grout: Height Change At Early Age (ASTM C827)	\$ 850.00
30232	Cracking Resistance, Set Of Three Rings, Laboratory Trial Batching, Test Until Cracking Or Up To 28 Days (ASTM 1581)	\$ 6,200.00
30233	Evaluation Of Pre-Packaged Masonry Mortars (ASTM C270)	\$ 1,300.00
30234	Creep (ASTM C512) (One Age Of Loading, 12 Months Duration Of Testing)	\$ 8,500.00
80198	Laboratory Development Of Strength-Maturity Curve Without Establishing Datum Temperature (Up To 5 Testing Ages, ASTM C1074)	\$ 3,200.00
80199	Laboratory Development Of Strength-Maturity Curve With Establishing Datum Temperature (Up To 5 Testing Ages, ASTM C1074)	\$ 5,200.00

Task Code	Evaluation Of Mixing Water For Concrete	Rate
80246	Evaluation Of Mixing Water For Concrete Per The Requirements Of ASTM C1602, Table 1 (Physical Properties Of Mortar), Per Sample	\$ 1,000.00
80248	Evaluation Of Mixing Water For Concrete Per The Requirements Of Caltrans, Section 90, Per Sample	\$ 1,200.00

Task Code	Concrete - Chemical Analysis, Transport Properties, Service Life Modeling, Petrographic Examination	Rate
80123	Acid-Soluble Chloride Analysis (ASTM C1152) Includes Sample Prep)	\$ 125.00
80126	Water-Soluble Chloride Analysis (ASTM C1218) (Includes Sample Prep)	\$ 150.00
80193	Chloride Diffusion Coefficient Of Cementitious Mixtures By Bulk Diffusion (ASTM C1556)	\$ 2,800.00
80159	Bulk Resistivity (ASTM C1876) And Formation Factor	\$ 650.00
80204	Chloride Binding Isotherm	\$ 850.00
80206	Analytical And Experimental (ASTM C1556) Modeling Of Service Life Of Concrete Per Life-365 Model, Per Mixture Design	\$ 8,000.00
80208	Analytical And Experimental (NordTest) Modeling Of Service Life Of Concrete Per FIB Model Code 34, Per Mixture Design	\$ 8,000.00
80210	Non-Steady State Chloride Migration Coefficient, NordTest 492	\$ 625.00
80212	Petrographic Examination Of Hardened Concrete, Level I (ASTM C856) (Excludes Thin Section), Per Sample	\$ 1,750.00
80129	Petrographic Examination Of Hardened Concrete, Level II (ASTM C856) Includes Thin Section, Per Sample	\$ 2,250.00
80218	Petrographic Examination Of Hardened Concrete, Level III (ASTM C856/C1723) (Thin Section And SEM/EDX), Per Sample	\$ 3,500.00
80222	W/CM Determination (NordTest Build 361)	\$ 1,250.00
80224	Examination Of Volumetric Proportions Of Hardened Concrete (ASTM C457), Per Sample	\$ 500.00





Task Code	Concrete - Chemical Analysis, Transport Properties, Service Life Modeling, Petrographic Examination	Rate
80228	Air Void Analysis Of Hardened Concrete (ASTM C457), Per Sample	\$ 600.00
80232	Electron Microscopy (ASTM C1723)	\$ 750.00
80234	Paste Carbonation Analysis, Per Sample	\$ 250.00
80238	Insoluble Residue Analysis (ASTM C1324)	Quotation
80240	Alkali-Silica - Damage Rating Index (DRI), Per Sample	\$ 1,250.00

Task Code	Qualification Of Cements	Rate
80100	Chemical Analysis Of Portland Cement Per Standard Requirements (ASTM C150)	\$ 750.00
80103	Physical Testing Of Portland Cement Per Standard Requirements (ASTM C150)	\$ 750.00
80194	Physical Testing Of Type K Cement, Mortar Expansion (ASTM C806)	\$ 750.00
80195	Physical Testing And Chemical Analysis Of Portland Cement Per Standard Requirements (ASTM C150)	\$ 1,400.00
80106	Partial Analysis Or Specific Physical Tests	Quotation
80110	Sulfates Resistance Of Hydraulic Cement (ASTM C1012), 6 Months	\$ 3,000.00
80111	Sulfates Resistance Of Hydraulic Cement (ASTM C1012), 12 months	\$ 3,300.00
80149	Type 1L Cement (ASTM C595, Excludes Special Properties)	\$ 1,400.00
80151	Clinker Microscopy, Per Sample	\$ 850.00

Task Code	Physical Testing Of Chemical Admixtures For Concrete	Rate
80196	Qualification Of Admixture (ASTM C494)	Quotation

Task Code	Evaluation Of Pozzolans And Slag Cement	Rate
80140	Chemical Analysis Of Fly Ash Per Standard Requirements (ASTM C618)	\$ 750.00
80143	Physical Testing Of Fly Ash Per Standard Requirements (ASTM C618)	\$ 750.00
80146	Partial Analysis Or Specific Physical Tests	Quotation
80147	Chemical Analysis And Physical Testing Of Fly Ash Per Standard Requirements (ASTM C1618)	\$ 1,400.00
80250	Qualification Of Silica Fume Per Standard Requirements (ASTM C1240)	\$ 1,400.00
80252	Qualification Of Slag Cement Per Standard Requirements (ASTM C989)	\$ 1,400.00
80254	Effectiveness Of Pozzolans & Slag Cement In Mitigating Expansion Due To ASR (ASTM C441)	\$ 1,400.00

Task Code	Mass Concrete - Engineering And Testing Services	Rate
80256	Thermal Control Plan (Without Cooling Pipes) Per A Unique Type Of Placement Of Similar Group Of Placements, Each Plan	\$ 8,000.00
80258	Thermal Control Plan (With Cooling Pipes), Per A Unique Type Of Placement Of Similar Group Of Placements, Each Plan	\$ 9,500.00
80260	Performance Based Maximum Temperature Difference Laboratory & Analytical Studies, One Concrete Mixture Design	\$ 3,500.00

Task Code	Rock And Concrete Aggregates - Petrographic Examination & Special USACE & CRD Tests	Rate
80262	Rock Type Description, Per Sample (Rock Core Or Rock Chunk)	\$ 850.00
80263	Rock Type Description + XRD Including Clay Analysis, Per Sample	\$ 1,450.00
80266	Natural Aggregates - Petrographic Examination (Gravel And Natural Sand Consisting Of Single Rock Type ASTM C295) Each, One Sample	\$ 2,750.00
80268	Crushed Aggregates - Petrographic Examination (Crushed Rock And Manufactured Sand Consisting Of Single Rock Type ASTM C295), Each, One Sample	\$ 2,250.00
80270	Coarse Aggregate Certification For Deleterious Materials Per Specifications Of USACE, Materials Coarser Than 0.75-Inch Each, One Sample, 200 lb	\$ 5,900.00
80272	Coarse Aggregate Certification For Deleterious Materials Per Specifications Of USACE, 0.75-Inch And Finer Material, Each, One Sample, 25 lb	\$ 5,500.00
80274	Fine Aggregate Certification For Deleterious Materials Per Specifications Of USACE, Each, One Sample	\$ 2,000.00
80276	Aggregate, Scratch Hardness (CRD-C 130), Each, One Sample, 25 lb	\$ 400.00

Task Code	Soils And Aggregate Tests	Rate
30503	Abrasion: LA Rattler (ASTM C131)	\$ 200.00
30505	Abrasion: LA Rattler (ASTM C535)	\$ 210.00
70301	Atterberg Limits/Plasticity Index (ASTM D4318, CTM 204)	\$ 160.00
70303	California Bearing Ratio Excluding Maximum Density (ASTM D1883) Soil	\$ 580.00
70304	California Bearing Ratio Excluding Maximum Density (ASTM D1883) Cement-Treated Soil	\$ 650.00
70344	Cement-Treated Soil/Base Mix Design, Includes Three Trial Cement Contents With Three Unconfined Compressive Strength Specimens Per Cement Content	\$ 3,500.00

Task Code	Soils And Aggregate Tests, Continued	Rate
70305	Chloride And Sulfate Content (CTM 417, CTM 422)	\$ 175.00
30403	Clay Lumps And Friable Particles (ASTM C142)	\$ 200.00
30321	Cleanness Value 1" x #4 (CTM 227)	\$ 175.00
30322	Cleanness Value 1.5" x .75" (CTM 227)	\$ 275.00
70393	Collapse Potential/Index (ASTM D5333)	\$ 225.00
70396	Compressive Strength Of Molded Soil-Cement Cylinders (ASTM D1633)	\$ 105.00
70309	Consolidation Test Full Cycle (ASTM 2435, CTM 219)	\$ 195.00
70311	Consolidation Test Time Rate Per Load Increment (ASTM D2435, CTM 219)	\$ 45.00
70313	Corrosivity Series Sulfate, Cl, pH, Resistivity (CTM 643, 417, and 422)	\$ 245.00
70315	Crushed/Fractured Particles (ASTM D5821, CTM 205)	\$ 175.00
70317	Direct Shear Test Remolded And/or Residual (ASTM D3080)	\$ 245.00
70319	Direct Shear Test Undisturbed - Slow [CD] (ASTM D3080)	\$ 225.00
70321	Direct Shear Test Undisturbed - Fast [CU] (ASTM D3080)	\$ 195.00
70378	Durability Index Per Method - A, B, C, or D (ASTM D3744, CTM 229)	\$ 210.00
70325	Expansion Index (ASTM D4829, UBC 18-2)	\$ 170.00
75004	Fine Aggregate Angularity (ASTM C1252, CTM 234, AASHTO T304)	\$ 190.00
30507	Flat And Elongated Particle (ASTM D4791)	\$ 240.00
30508	Flat Or Elongated Particle (ASTM D4791)	\$ 210.00
70331	Maximum Density Methods A/B/C (ASTM D1557, D698, CTM 216)	\$ 190.00
70333	Maximum Density Check Point (ASTM D1557, D698)	\$ 65.00
70335	Maximum Density AASHTO C [Modified] (AASHTO T-180)	\$ 195.00
70336	Maximum Index Density Vibratory Table (ASTM D4253)	\$ 345.00
70337	Moisture Content (ASTM D2216, CTM 226)	\$ 25.00
70339	Moisture and Density Ring Sample (ASTM D2937)	\$ 30.00
70341	Moisture and Density Shelby Tube Sample (ASTM D2937)	\$ 40.00
70340	Moisture-Density Relations Of Soil-Cement Mixtures Premixed In The Field (ASTM D558)	\$ 275.00
70342	Moisture-Density Relations Of Soil-Cement Mixtures Mixed In The Lab (ASTM D558)	\$ 350.00
70328	pH Of Soils (ASTM D4972)	\$ 60.00
70330	Organic Content Of Soils (ASTM D2974, Method A Only)	\$ 85.00
30401	Organic Impurities (ASTM C40, CTM 213)	\$ 90.00
70343	Permeability (ASTM D5084)	Quotation
80001	Potential Reactivity Chemical Method (ASTM C289 - Discontinued Method)	\$ 750.00
70394	Potential Reactivity Mortar Bar Expansion Method, 14-Day Exposure (ASTM C1260)	\$ 925.00
70391	Potential Reactivity Mortar Bar Expansion Method, 28-Day Exposure (ASTM C1260)	\$ 975.00
70398	Potential Reactivity Concrete Bar Expansion Method (ASTM C1293), 12 month	\$ 2,800.00
70399	Potential Reactivity Concrete Bar Expansion Method (ASTM C1293), 24 month	\$ 3,100.00
70397	Potential Reactivity Of Aggregate Combination, Non-Standard Method; 14-Day Exposure, Mortar (After ASTM C1567)	\$ 1,100.00
70392	Potential Reactivity Of Aggregate Combination, Non-Standard Method; 28-Day Exposure, Mortar (After ASTM C1567)	\$ 1,150.00
70345	R-Value Soil (ASTM 2844, CTM 301)	\$ 440.00
70347	R-Value Aggregate Base (ASTM D2844, CTM 301)	\$ 490.00
70349	Sand Equivalent (ASTM D2419, CTM 217)	\$ 125.00
70351	Sieve #200 Wash Only (ASTM D1140, CTM 202)	\$ 90.00
70353	Sieve With Hydrometer 3/4" Gravel To Clay (ASTM D422, D7928, CTM 203)	\$ 250.00
70355	Sieve With Hydrometer Sand To Clay (ASTM D422, D7928, CTM 203)	\$ 240.00
70357	Sieve Analysis Including Wash (ASTM C136, CTM 202)	\$ 150.00
70359	Sieve Analysis Without Wash (ASTM C136, CTM 202)	\$ 120.00
70360	Sieve Analysis Split Sieve (ASTM C136, CTM 202)	\$ 240.00
70361	Sieve Analysis Without Wash With Cobbles (ASTM C136, CTM 202)	\$ 235.00
70363	Soundness Sodium Or Magnesium Sulfate, 5 Cycles (ASTM C88)	\$ 450.00
70365	Specific Gravity And Absorption Coarse (ASTM C127, CTM 206)	\$ 100.00
70367	Specific Gravity And Absorption Fine (ASTM C128, CTM 207)	\$ 165.00
70369	Swell/Settlement Potential One Dimensional (ASTM D4546)	\$ 150.00
70371	Triaxial	Quotation
70373	Unconfined Compression (ASTM D2166, CTM 221)	\$ 190.00
30317	Unit Weight Per Cubic Foot (ASTM C29, CTM 212)	\$ 125.00
30319	Void In Aggregate With Known Specific Gravity (ASTM C29, CTM 212)	\$ 125.00
30411	Lightweight Particles Coarse, with Two Solutions (ASTM C123)	\$ 500.00
30412	Lightweight Particles Fine, with One Solution (ASTM C123)	\$ 250.00

Task Code	Asphalt Concrete Tests	Rate
75031	HMA Mixing And Preparation	\$ 135.00
75032	HMA Mixing And Preparation With Aggregate Treatment	\$ 190.00
75033	Bulk Specific Gravity Of Compacted Sample Or Core SSD (ASTM D2726, CTM 308C)	\$ 60.00
75036	Bulk Specific Gravity Of Compacted Sample Or Core Paraffin Coated (ASTM D1188 and CTM 308A)	\$ 85.00





# TWINING

Task Code	Task Description	Rate
<b>Asphalt Concrete Tests, Continued</b>		
75040	Emulsion Residue, Evaporation (ASTM D244)	\$ 170.00
75024	Extraction % Bitumen (ASTM D6307, CTM 382)	\$ 170.00
75027	Extraction % Bitumen And Gradation (ASTM D5444, D6307, CTM 202, 382)	\$ 230.00
75028	Extraction % Bitumen, Correction Factor (ASTM D6307, CTM 382)	\$ 375.00
75030	Chemical Extraction % Bitumen And Sieve Analysis (ASTM D2172 Method A or B, ASTM D5444)	\$ 395.00
75042	Lab Tested Maximum Density Hveem, 3 Briquettes (ASTM D1561, D1188, CTM 304, 308)	\$ 230.00
75057	Hveem Stabilometer Test, Premixed, 3 Briquettes (ASTM D1560, D1561, CTM 304, 366)	\$ 230.00
75048	Lab Tested Maximum Density Marshall, 3 Briquettes (ASTM D6926, D2726)	\$ 225.00
75049	Lab Tested Maximum Density Marshall 6" Specimen, 3 Briquettes (ASTM D5581, D2726)	\$ 230.00
75050	Lab Tested Maximum Density Superpave Gyrotory Compacted Briquette, SSD, 1 Briquette (ASTM D6925, D2726)	\$ 85.00
75052	Lab Tested Maximum Density Superpave Gyrotory Compacted Briquette, Paraffin, 1 Briquette (ASTM D1188, D6925)	\$ 95.00
75051	Maximum Theoretical Specific Gravity [RICE] (ASTM D2041, CTM 309)	\$ 170.00
75066	Marshall Stability And Flow, Cored Sample, Each (ASTM D6927)	\$ 85.00
75069	Marshall Stability And Flow, Premixed, 3 Briquettes (ASTM D6926, D6927)	\$ 245.00
75106	Marshall Stability And Flow, Gyrotory Compacted Specimen Pre-Mixed, 3 Briquettes (ASTM D5581, D6925)	\$ 245.00
75107	Marshall Stability And Flow 6" Specimen, Premixed, 3 Briquettes (ASTM D5581)	\$ 245.00
75063	Moisture Content (CTM 370)	\$ 90.00
75005	Wet Track Abrasion Test (ASTM D3910)	\$ 175.00
75093	Hveem Mix Design (Excluding Aggregate Quality Tests)	\$ 5,570.00
75096	Hveem Mix Design, With RAP (Excluding Aggregate Quality Tests, RAP Qualification)	\$ 6,050.00
75099	Hveem Mix Design, With Lime (Excluding Aggregate Quality Tests)	\$ 9,545.00
75094	Hveem Mix Design Caltrans Untreated Mix (Including Aggregate Quality Tests)	\$ 6,640.00
75095	Hveem Mix Design Caltrans Lime Treated Mix (Including Aggregate Quality Tests)	\$ 7,715.00
75084	Marshall Mix Design (Excluding Aggregate Quality Tests)	\$ 5,570.00
75087	Marshall Mix Design With RAP (Excluding Aggregate Quality Tests)	\$ 6,050.00
75090	Marshall Mix Design With Lime (Excluding Aggregate Quality Tests)	\$ 6,640.00
75083	Open Grade Asphalt Concrete Mix Design (ASTM D7064, CTM 368)	\$ 3,215.00
75109	Superpave Mix Design (Excluding Aggregate Quality Tests)	\$ 11,355.00
75113	Superpave Mix Design, With RAP (Excluding Aggregate Quality Tests)	\$ 11,995.00
75114	Superpave Mix Design With Rubber (Excluding Aggregate Quality Tests)	\$ 11,995.00
75115	Superpave Mix Design With Additives (Excluding Aggregate Quality Tests)	\$ 12,320.00
75075	Effect Of Moisture On Asphalt Paving Mixtures, Pre-Mixed (ASTM D4867, AASHTO T283)	\$ 1,070.00
75111	Hamburg Wheel Track Test, 20,000 Passes, 4 Briquettes (AASHTO T324)	\$ 1,180.00
75039	Raveling Test Of Cold Mixed Emulsified Asphalt (ASTM D7196)	\$ 215.00
75067	Marshall Stability, Wet Set, 3 Replicates (AASHTO T245)	\$ 375.00
75068	Marshall Stability, Dry Set, 3 Replicates (AASHTO T245)	\$ 320.00
75070	Cold Recycled Asphalt Mix Design 2 Gradings Each, 3 Emulsion Content (Caltrans LP-8)	\$ 11,250.00

Task Code	Task Description	Rate
<b>Brick Masonry Tests, ASTM C67</b>		
20301	Modulus Of Rupture Flexural	\$ 110.00
20303	Compression Strength	\$ 75.00
20305	Absorption 5 Hour or 24 Hour	\$ 80.00
20307	Absorption (Boil) 1, 2 Or 5 Hours	\$ 110.00
20309	Initial Rate Of Absorption	\$ 70.00
20311	Efflorescence	\$ 85.00
20313	Cores Compression	\$ 90.00
20315	Shear Test On Brick Cores 2 Faces	\$ 110.00

Task Code	Task Description	Rate
<b>Mortar And Stucco - Petrographic Examination</b>		
80282	Stucco, One-Coat (ASTM C856), Includes Thin Section, Per Sample	\$ 2,250.00
80286	Stucco, Two-Coat (ASTM C856), Includes Thin Section, Per Sample	\$ 2,500.00
80290	Stucco, Three-Coat (ASTM C856), Includes Thin Section, Per Sample	\$ 3,000.00
80294	Mortar (ASTM C1324, Petrographic Examination And Chemical Analysis), Per Sample	\$ 3,250.00

Task Code	Task Description	Rate
<b>Concrete Block, ASTM C140</b>		
20321	Compression	\$ 95.00
20323	Absorption/Moisture Content/Oven Dry Density	\$ 95.00
20327	Linear Shrinkage (ASTM C426)	\$ 275.00
20335	Web And Face Shell Measurements	\$ 55.00
20329	Tension Test	\$ 175.00
20331	Core Compression	\$ 90.00
20333	Shear Test Of Masonry Cores 2 Faces	\$ 110.00
20339	Efflorescence Tests	\$ 85.00

Task Code	Task Description	Rate
<b>Masonry Prisms, ASTM C1314</b>		
20341	Compression Test, Composite Masonry Prisms Up To 8" x 16"	\$ 205.00
20343	Compression Test, Composite Masonry Prisms > 8" x 16"	\$ 275.00
20346	Prism Cord Modulus Of Elasticity	\$ 650.00
20347	Prism Cord Modulus Of Elasticity With Transverse Strain (For Double-Wythe Specimen)	\$ 710.00

Task Code	Task Description	Rate
<b>Mortar And Grout</b>		
20351	Compression 2" x 4" Mortar Cylinders (ASTM C780)	\$ 60.00
20353	Compression 3" x 3" x 6" Grout Prisms, Includes Trimming (ASTM C1019)	\$ 45.00
20355	Compression 2" Cubes (ASTM C109)	\$ 60.00
20357	Compression Cores Includes Trimming (ASTM C42)	\$ 90.00

Task Code	Task Description	Rate
<b>Masonry Specimen Preparation</b>		
20155	Cutting Of Cubes Or Prisms	\$ 90.00

Task Code	Task Description	Rate
<b>Fireproofing Tests</b>		
20401	Oven Dry Density (ASTM E605)	\$ 75.00

Task Code	Task Description	Rate
<b>Gunite And Shotcrete Tests</b>		
20361	Core Compression Including Trimming (ASTM C42)	\$ 90.00
20365	Compression Cubes (Includes Saw Cutting)	\$ 105.00

Task Code	Task Description	Rate
<b>Concrete Roof Fill: Gypsum, Vermiculite, Perlite, Lightweight Insulating Concrete, Etc.</b>		
20371	Compression Test (ASTM C495 and C472)	\$ 75.00
20373	Air Dry Density (ASTM C472)	\$ 65.00
20379	Oven Dry Density (ASTM C495)	\$ 90.00

Task Code	Task Description	Rate
<b>Reinforcing Steel, ASTM A615, A706</b>		
20501	Tensile Test #11 Or Smaller	\$ 75.00
20503	Bend Test #11 Or Smaller	\$ 70.00
20504	Bend Test #14 Or #18	\$ 400.00
20505	Tensile Test #14	\$ 300.00
20507	Tensile Test #18	\$ 390.00

Task Code	Task Description	Rate
<b>Reinforcing Steel - Welded Or Coupled Specimens</b>		
20521	Tensile Test Welded/Coupled #11 And Smaller	\$ 85.00
20523	Tensile Test Welded/Coupled #14	\$ 290.00
20525	Tensile Test Welded/Coupled #18	\$ 410.00
20529	Weld Macroetch	\$ 95.00
20531	Slippage Test - Caltrans (CTM 670)	\$ 220.00
20532	Tensile Test Welded Hoops #11 And Smaller	\$ 170.00

Task Code	Task Description	Rate
<b>Metal and Steel Testing</b>		
20601	Tensile Strength Up To 100K Pounds (Each)	\$ 85.00
20603	Tensile Strength Up To 200K Pounds (Each)	\$ 95.00
20605	Tensile Strength Up To 300K Pounds (Each)	\$ 120.00
20607	Tensile Strength Up To 400K Pounds (Each)	\$ 175.00
20609	Tensile Strength 400K To 600K Pounds (Each)	\$ 400.00
20611	Tensile Strength Stress-Strain Percent Offset	\$ 250.00
20545	Weld Macroetch	\$ 95.00
20547	Weld Fracture	\$ 50.00
20615	Bend Test	\$ 80.00
20617	Flattening Test	\$ 80.00
20619	Hardness Test (ASTM E18)	\$ 85.00
20630	Bolt Axial Tensile Test (Up To 7/8" Diameter)	\$ 70.00
20631	Bolt Wedge Tensile Test (Up To 7/8" Diameter)	\$ 85.00
20632	Bolt Axial Tensile Test (Greater Than 7/8" Up To 1" diameter)	\$ 90.00
20633	Bolt Wedge Tensile Test (Greater Than 7/8" Up To 1" Diameter)	\$ 110.00
20634	Bolt Axial Tensile Test (Greater Than 1" Diameter)	\$ 130.00
20635	Bolt Wedge Tensile Test (Greater Than 1" Diameter)	\$ 140.00
20636	Bolt Proof Load Test (Up To 7/8")	\$ 95.00
20637	Bolt Proof Load Test (Greater Than 7/8" Up To 1" Diameter)	\$ 115.00
20638	Bolt Proof Load Test (Greater Than 1")	\$ 135.00
20639	Nut Proof Load Test (Up To 7/8")	\$ 75.00
20640	Nut Proof Load Test (Greater Than 7/8" Up To 1" Diameter)	\$ 95.00
20641	Nut Proof Load Test (Greater Than 1")	\$ 105.00





Task Code	Chemical Testing Of Metal And Steel	Rate
80170	Steel Chemical Analysis	Quotation
80173	Weight Of Galvanized Coating (ASTM A90)	\$ 90.00
80176	Epoxy Coating Thickness	\$ 100.00
80177	Coating Thickness	\$ 95.00

Task Code	Machining And Preparation Of Tensile And Bend Sample: Carbon Steel	Rate
20751	Machinist Initial Preparation From Mock-Up, Etc. (Per Hour)	\$ 145.00
20753	Sawcut To Overall Width (Per 0.5" Thickness Or Fraction Thereof)	\$ 65.00
20755	Machine To Test Configuration Milled Specimens	\$ 95.00
20757	Machine To Test Configuration Turned Specimens (Per 0.5" Thickness Or Fraction Thereof)	\$ 170.00
20759	Prepare Subsize Specimens (Per 0.5" Thickness Or Fraction Thereof)	\$ 115.00

Task Code	Charpy Impact	Rate
20621	Charpy Impact Ambient Temperature	\$ 105.00
20623	Charpy Impact Reduced Temperature	\$ 140.00

Task Code	Machining Of Charpy Samples: Carbon Steel	Rate
20780	Cutting And Milling (Per 0.5" Or Fraction Thereof)	\$ 95.00
20783	Final Machining To Sample Configuration	\$ 115.00

Task Code	Prestressing Wires And Tendons, (ASTM A416)	Rate
20701	Stress-Strain Analysis Wire Or Strands (Including Chart And Percent Offset)	\$ 255.00
20703	Tensile Test Only	\$ 190.00
20705	Tendons	Quotation

Task Code	Polymer Matrix Composite Materials (Fiberwrap)	Rate
20706	Tensile Strength – Set of 5 Specimens/Batch/Direction (ASTM D3039)	\$ 1,400.00
20707	Tensile Strength – Additional Specimens (ASTM D3039) (ASTM D3039)	\$ 270.00
20708	Heating Chamber Time – Per 24 Hr. Period	\$ 100.00

Task Code	Calibration Services And Universal Machine Usage	Rate
20801	Calibration/Verification Services	Quotation
20803	Universal Test Machine Usage (Per Hour)	\$ 475.00

Specialty Testing
- Cyclic And Fatigue Testing Programs On Special Products/Parts
- Engineering And Technical Supports/Design Of Prototypes And Special Test Set-Up
- Fastener/Coupling Full Testing Program Per New Regulations: Tension, Tension/Bend, Shear, Double Shear, 8 Compressions
- Fiberglass/Composite Materials Field Testing Program (ASTM D1143 D1242, D2584, D4065, D4476, D4923, D7901, D7921, and D732)
- Field Testing Of Structures And Structural Elements
- In-Place Shear Testing
- Materials And/Or Product Evaluation Per Specifications
- Structural Dynamic Testing And Durability Analysis

## General Conditions

NOTE: Field inspection work conditions are established by contract with Operating Engineers, Local 12.

NOTE: A minimum of 24 hours notice is required for testing and inspection services.

NOTE: For projects subject to a Project Labor Agreement (PLA), if the terms and conditions of the PLA are more restrictive than those listed below, PLA terms and conditions will apply.

NOTE: Rates will be adjusted annually each July 1st to reflect increased costs.

### Administrative Fees

All administrative fees, except as noted below, including report distribution and Twining Construction Hive system are billed at the following percentage of the monthly invoice total: 4%

Note that hard copies of reports will be sent only to governing jurisdictions that mandate them. All other parties will receive reports electronically. The administrative fee above will receive reports electronically. The administrative fee above will be increased by 1% if additional hard copies of reports are requested. Submittal of project specific forms or resumes will be billed hourly at the Administrative Support Rate.

### Minimum Charges (Inspection and Technician Personnel Only - Other Personnel Charged on Portal to Portal Basis)

2-Hour Minimum: Inspector arrives at jobsite, no work to perform

4-Hour Minimum: 1 to 4 hours of inspection

8-Hour Minimum: Over 4 to 8 hours of inspection

### Regular Time (All Types of Inspection and also All Non-Exempt Employees)

The first 8 hours worked Monday through Friday between 5:00 a.m. and 5:00 p.m. except as noted otherwise below.

### Time and One-Half (All Types of Inspection and also All Non-Exempt Employees)

All shifts will be billed based on the time and date of their start. Any increment past 8 hours through 12 hours worked Monday through Friday and the first 12 hours on Saturday. Time and one-half will also be charged for the first four hours before 5:00 a.m. and after 5:00 p.m.

### Double Time (All Types of Inspection and also All Non-Exempt Employees)

All shifts will be billed based on the time and date of their start. After the first 12 hours worked Monday through Saturday, all day Sunday, and holidays. After the first four hours worked before 5:00 a.m. and after 5:00 p.m. Holidays are New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, the day after Thanksgiving, Christmas Day, and Local 12 general meeting days (First Saturday in June, First Saturday in December).

### Meal Period

When personnel are required by their duties to work more than five consecutive hours without a one-half hour uninterrupted meal period, one half hour at double time rate will be charged in addition to any applicable overtime for actual hours worked.

### Shift Differential (Applies to Regularly Scheduled Shifts Only)

A \$1.00 per hour shift differential premium will be charged for all inspection hours that fall outside of the 5:00 a.m. to 5:00 p.m. time period. Twining will require 48-hour notice along with the General Contractors approved shift letter prior to beginning a shift that will include hours falling outside this time period. Should this notice not be provided, all work performed on that shift will be billed at the applicable overtime or double time rate.

If three shifts per day are required, the first shift will be billed at the standard rate. The second shift shall be billed in accordance with the previous paragraph. The third shift shall be billed at 8 hours for the first 6 1/2 hours worked and appropriate overtime or double time for all hours thereafter.

### Travel Time and Mileage

For projects outside a 50-mile radius from the nearest Twining facility, per excess mile to and from the project will be charged for inspectors and technicians. Other than small tools, whenever project related equipment is required to be transported to and from the project site, time and mileage for inspectors and field technicians will be billed on a portal to portal basis. For all projects, current IRS mileage rate per mile and applicable travel time will be charged portal to portal for engineers, consultants, supervisors, and laboratory technicians from the laboratory to the project site and return.

For work locations located 100 miles or more from Twining, travel time will be charged at the relevant rate for inspectors and technicians in addition to a subsistence allowance as detailed below.

### Weekend Sample Pick-Ups

In order to be in strict conformance with testing standards, it may be required that weekend pick-ups be performed (e.g. concrete specimens cast on Friday must be picked up on weekend in order to be in conformance with ASTM C31 requiring specimens to be moved to their final curing location within 48 hours of casting.) Applicable charges for weekend work will apply when this is required. Should these charges not be authorized, Twining will not be liable for any negative consequences.



## General Conditions, Continued

### Reimbursable Expenses

Parking, air fare, car rental, food, lodging and project specific software/applications (e.g. PlanGrid, Procore, etc.) will be charged at cost plus 20% per processed invoice, unless provided by client.

### Project Specific Documents

Costs presented assume that client will provide project specific documents (plans, specifications, submittals, RFIs, etc.) for all inspection personnel. Should project specific documents be provided electronically through a "for fee" service, the client will be responsible for providing access and paying any fees for the service.

### Project Site Facilities

Prices quoted assume that initial curing facilities for test samples that comply with relevant test standards and project requirements are provided by others. In addition, prices quoted assume that work/desk space for inspection staff are provided by others. Additional costs, provided by quotation, will apply should Twining be required to provide such facilities.

### Subsistence

Subsistence on remote jobs will be charged per quotation.

### Laboratory Testing Hours and Expedited Testing

Please note that laboratory testing will be billed on an hourly basis for non-standard tests. If testing is required to be performed on Saturdays, Sundays, holidays, or before 5:30 a.m. or after 4:00 p.m. on weekdays, an additional hourly charge, at the applicable regular, overtime or double time rate, with a minimum of one hour will be applied for the laboratory technician. For rush testing a 50% surcharge in addition to the regular test rate will apply.

### Charges for Subcontracted Services

Material sent to outside laboratory for testing:	Cost plus 20%
Material sent to outside fabricator or machine shop:	Cost plus 20%
Glu-Lam beam inspection:	Cost plus 20%
Other subcontractors:	Cost plus 20%
Project exclusive equipment purchase:	Cost plus 20%

### Limit of Liability

Client agrees to limit Twining's aggregate liability to all entities for alleged or actual errors and omissions in the performance of its professional services under this agreement to \$50,000.00 or the fees actually paid to Twining, whichever amount is greater. Higher limits may be available by quotation.

### Additional Insurance Coverage

Any requirements for additional insurance policies or coverage beyond our normal policies/limits (e.g. SML coverage) may be provided at an additional fee and will be quoted on a per project requirements basis.

### Certified Payroll

Certified payroll will be provided, upon request, at an additional charge of \$150.00/month. Fee applies to every month that certified payroll must be submitted regardless of whether or not services were provided for any given month.

### Final Reports Required by Jurisdiction

If a final report or affidavit is required, we must first review all inspection and testing reports and clear up any unresolved issues on these reports. These issues will typically require approval by the engineer or architect of record. This process can take several weeks or just a day, depending on the number and complexity of the issues. Cost for final reports will be billed hourly.

### Terms of Payment

Fees charged are for professional and technical services and are due upon presentation. If not paid within 30 days from date of invoice, they are considered past due and the maximum legal finance charge will be added to the unpaid balance.

In addition, should the client require that invoices be submitted through a web based or electronic system, the client will be responsible for all costs associated with the use of the system.

A 3% fee will be applied for payments processed by credit card.

All invoice errors or necessary corrections shall be brought to the attention of Twining within 15 days of receipt of invoice. Thereafter, customer acknowledges invoices are correct and valid. Twining reserves the right to terminate its services to a customer without notice if all invoices are not current. Upon such termination of services, the entire amount accrued for all services performed shall immediately become due and payable. Customer waives any and all claims against Twining, its subsidiaries, affiliates, servants, and agents for termination of work on account of these terms.

In the event of any litigation arising from or related to any agreement to provide services whether verbal or written, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorney's fees and all other related expenses in such litigation. Additionally, in the event of a non-adjudicative settlement of litigation between the parties or a resolution of dispute by arbitration, that same process shall determine the prevailing party.

### Hold Specimens

All "hold" specimens are charged at the applicable test rate whether tested or not.

### Specimen Sampling and Disposal

Twining samples materials used in construction in accordance with standard practices, methods, codes, and relevant project requirements. Representativeness of sampling and same accuracy of testing are subject to the same probabilistic and precision limitations as governing standards, codes and project technical provisions.

Should samples be provided by others Twining cannot warrant or guarantee that material is representative of material that is or will be used in actual construction of the project.

Specimens will be discarded after testing unless Twining has been notified prior to testing that the customer wishes to retrieve the specimens or storage arrangements are made. Costs for storage will be by quotation.

### Oversize Specimens

An extra charge will be made when test specimens require more than one person to handle because of size or weight.

### Elevated Work Platforms

In the event an elevated work platform is required to safely complete our work, the client must provide safe access for Twining personnel for all required inspection, testing, sampling, etc. including a trained and certified operator or qualified inspector as applicable. Twining will not be responsible for signing waivers associated with providing such access. Should Twining be required to supply an elevated work platform, we will contract with a qualified vendor and the markups shown above will apply.





# GREGG DRILLING, LLC

SCHEDULE OF FEES - EFFECTIVE October 1st 2023 to December 31st 2026 (includes Prevailing Wages)

Gregg Drilling, LLC - 2726 Walnut Avenue Signal Hill CA 90755 - Phone (562) 427-6899

*LABOR & EQUIPMENT	RATE	UNITS
<b>Mud Rotary Drill Rig (Frate FS400/GEFCO 40K) - 3 person crew</b>		
Mobilization/De-Mobilization	\$ 1,275.00	HR
Drilling time / Operating rate	\$ 1,275.00	HR
Standby / Move / Setup / Development Time	\$ 1,275.00	HR
Daily Travel Crew (when rig can be left on-site)	\$ 680.00	HR
Cancellation Fee (within 72-hrs of scheduled start)	\$ 5,900.00	EA
<b>Mud Rotary Drill Rig (Frate MDXL/VersaDrill) - 2 person crew</b>		
Mobilization/De-Mobilization	\$ 850.00	HR
Drilling time / Operating rate	\$ 850.00	HR
Standby / Move / Setup / Development Time	\$ 850.00	HR
Daily Travel Crew (when rig can be left on-site)	\$ 450.00	HR
Cancellation Fee (within 72-hrs of scheduled start)	\$ 2,500.00	EA
<b>Track-Mounted Mud Rotary Drill Rig (Frate MDXL) - 2 person crew</b>		
Mobilization/De-Mobilization	\$ 925.00	HR
Drilling time / Operating rate	\$ 925.00	HR
Standby / Move / Setup / Development Time	\$ 925.00	HR
Daily Travel Crew (when rig can be left on-site)	\$ 450.00	HR
Cancellation Fee (within 72-hrs of scheduled start)	\$ 2,500.00	EA
<b>Hollow Stem Auger Drill - 2 person crew</b>		
Mobilization/De-Mobilization	\$ 675.00	HR
Drilling time / Operating rate	\$ 675.00	HR
Standby / Move / Setup / Development Time	\$ 675.00	HR
Daily Travel Crew (when rig can be left on-site)	\$ 450.00	HR
Cancellation Fee (within 72-hrs of scheduled start)	\$ 2,500.00	EA
<b>25-Ton CPT Rig - 2 person crew</b>		
Mobilization/De-Mobilization	\$ 825.00	HR
Drilling time / Operating rate	\$ 825.00	HR
Standby Time / Move Time / Pore Pressure Dissipation Testing	\$ 825.00	HR
Daily Travel Crew (when rig can be left on-site)	\$ 450.00	HR
Shear Wave Velocity (Vs) Tests	\$ 30.00	INT
Cancellation Fee (within 72-hrs of scheduled start)	\$ 2,500.00	EA
<b>Truck Direct Push Rig - 2 person crew</b>		
Mobilization/De-Mobilization	\$ 475.00	HR
Drilling time / Operating rate	\$ 475.00	HR
Standby / Move / Setup / Development Time	\$ 475.00	HR
Cancellation Fee (within 72-hrs of scheduled start)	\$ 2,000.00	EA
<b>LAR Track Auger/ Direct Push Rig - 2 person crew</b>		
Mobilization/De-Mobilization	\$ 725.00	HR
Drilling time / Operating rate	\$ 725.00	HR
Standby / Move / Setup / Development Time	\$ 725.00	HR
Daily Travel Crew (when rig can be left on-site)	\$ 450.00	HR
Cancellation Fee (within 72-hrs of scheduled start)	\$ 2,500.00	EA
<b>Remediation Services - 3 Person Crew</b>		
Mobilization/Demobilization	\$ 920.00	HR
Injection Platform with 10 point system, (1) Direct Push Rig	\$ 920.00	HR
Injection Platform with 10 point system, well injection, 2 man crew	\$ 680.00	HR
Geoprobe 7822 or Equivalent, 1 crew member	\$ 350.00	HR
Additional 10 point injection system and equipment	\$ 600.00	DY
Daily Travel Crew (when rig can be left on-site)	\$ 525.00	HR
Cancellation Fee (within 72-hrs of scheduled start)	\$ 3,500.00	EA

*LABOR & EQUIPMENT	RATE	UNITS
<b>Air Vacuum - 2 person crew</b>		
Mobilization/De-Mobilization/Daily Travel	\$ 550.00	HR
Operating rate	\$ 550.00	HR
Standby / Move / Setup	\$ 550.00	HR
Cancellation Fee (within 72-hrs of scheduled start)	\$ 2,000.00	EA
<b>Development Rig - 1 person crew</b>		
Mobilization/De-Mobilization/Daily Travel	\$ 400.00	HR
Operation rate	\$ 400.00	HR
Standby / Move / Setup	\$ 400.00	HR
Cancellation Fee (within 72-hrs of scheduled start)	\$ 2,000.00	DY
<b>Concrete Coring Truck - 1 person crew (8" to 24" Cores)</b>		
Mobilization/De-Mobilization	\$ 400.00	HR
Operating rate	\$ 400.00	HR
Standby / Move / Setup	\$ 400.00	HR
Cancellation Fee (within 72-hrs of scheduled start)	\$ 2,000.00	DY

*ADDITIONAL SERVICES	RATE	UNITS
<b>High Resolution Site Characterization</b>		
HRSC Pre-Mobilization/Equipment Check	\$ 650.00	EA
MiHPT System and Operator (up to 8-hrs. on site)	\$ 3,725.00	DY
MiHPT Premium Time (over 8-hrs. on site)	\$ 455.00	HR
Mobilization/De-Mobilization LL-MiHPT System and Operator	\$ 350.00	HR
Low Level Membrane Interface Probe (LL-MiHPT)	\$ 3,925.00	DY
LL-MiHPT Premium Time (over 8-hrs. on site)	\$ 455.00	HR
MiHPT/ LL-MiHPT Cancellation Fee (within 72-hrs of sched. start)	\$ 2,000.00	EA
Ultraviolet Optical Screening Tool (UVOST)	\$ 2,350.00	DY
Sapphire Window Replacement	\$ 250.00	EA
UVOST Cancellation Fee (within 72-hrs of scheduled start)	\$ 2,000.00	EA
<b>SPT Energy Calibration</b>		
Mobilization/De-Mobilization SPT Energy Calibration	\$ 350.00	HR
SPT Energy Calibration	\$ 3,725.00	DY
SPT Energy Calibration Report (per boring)	\$ 250.00	EA
<b>Dilatometer Testing (DMT)</b>		
DMT Pre-Mobilization/Equipment Check	\$ 585.00	EA
Dilatometer Testing Surcharge (up to 8-hrs. on site)	\$ 2,750.00	DY
DMT Blade Replacement	\$ 6,200.00	EA
DMT Membrane Replacement	\$ 220.00	EA
DMT Report (per boring)	\$ 250.00	EA
<b>Pressure Meter Testing (PMT)</b>		
PMT Pre-Mobilization/Equipment Check	\$ 650.00	EA
Mobilization/De-Mobilization PMT	\$ 350.00	HR
Pressure Meter Testing Surcharge (PMT) (up to 8-hrs. on site)	\$ 3,750.00	DY
PMT Bladder Replacement	\$ 750.00	EA
PMT Report (per boring)	\$ 820.00	EA
<b>Packer Testing Testing</b>		
Packer Testing Pre-Mobilization/Equipment Check	\$ 650.00	EA
Packer Testing Testing Surcharge (packer equipment only)	\$ 1,400.00	DY
Bladder Replacement	\$ 3,280.00	EA

Twining, Inc. - Riverside Transportation Department





# GREGG DRILLING, LLC

SCHEDULE OF FEES - EFFECTIVE October 1st 2023 to September 30th 2024 (includes Prevailing Wages)  
 Gregg Drilling, LLC - 2726 Walnut Avenue Signal Hill CA 90755 - Phone (562) 427-6899

*ADDITIONAL LABOR COSTS (Per Man Per Hour)	RATE	UNIT
Additional Technician	\$ 175.00	HR
***Premium Time (over 8-hrs, nights and Saturdays)	\$ 75.00	HR
Premium Time (Sundays, Holidays and over 8-hrs. on Saturdays)	\$ 100.00	HR
Project Management	\$ 175.00	HR
Project Assistant	\$ 135.00	HR
Administrative Assistant	\$ 110.00	HR
Crane Rigger/Liaison	\$ 165.00	HR
Service Run	\$ 450.00	HR
Per Diem (Crew Member/Night)	\$ 350.00	NT
Level C Protection (per day or portion)	\$ 180.00	DY

SUPPORT EQUIPMENT	RATE	UNIT
Support Truck (pick-up)	\$ 300.00	DY
Support Truck (stake-bed)	\$ 550.00	DY
Support Truck (Lift Gate)	\$ 600.00	DY
Water Truck (up to 2,000 gal.)	\$ 950.00	DY
Water Truck (up to 4,000 gal.)	\$ 1,800.00	DY
Support Truck (CPT)	\$ 750.00	DY
Steam Cleaning at Yard	\$ 250.00	DY
Mud System (mud rotary, less than 1500 gal capacity)	\$ 350.00	DY
Mud System (mud rotary, 1500-3000 gal capacity)	\$ 1,200.00	DY
Track Support Rig (Marooka or similar)	\$ 1,600.00	DY
Submersible pump rental	\$ 210.00	DY
Horiba meter rental	\$ 125.00	DY
Drum trailer rental	\$ 100.00	DY
500-water gallon trailer rental	\$ 180.00	DY
Personal H2S Meter	\$ 35.00	DY
Ventilation / exhaust system rental	\$ 460.00	DY
Grout Pump	\$ 340.00	DY

MATERIALS (tax not included)	RATE	UNIT
Concrete/Asphalt Coring, CPT/DPT Locations (4-in diameter x 6-in thick)	\$ 140.00	EA
Backfill CPT/DPT Test/Sampling Locations	\$ 3.00	FT
Backfill Hollow Stem Auger Borings (6-in. diameter)	\$ 9.00	FT
Backfill Hollow Stem Auger Borings (8-in. diameter)	\$ 12.00	FT
Backfill Rotary/Core Holes up 5-in.	\$ 8.00	FT
Backfill Rotary/Core Holes up 8-in.	\$ 12.00	FT
1/4" Nylaflo Tubing	\$ 2.20	FT
1/2" Poly Tubing	\$ 1.70	FT
Vapor Probe Implant - PVC	\$ 18.00	EA
Vapor Probe Implant - Stainless 1"	\$ 32.00	EA
Vapor Probe Implant - Stainless 6"	\$ 70.00	EA
Vapor Probe Valves - 2 way & 3-way	\$ 12.00	EA
Hydropunch/Groundwater Sampling Consumables	\$ 95.00	FT

Twining, Inc. - Riverside Transportation Department

MATERIALS (tax not included)	RATE	UNIT
3/4" Sched. 40 PVC Blank casing	\$ 5.00	FT
3/4" Sched. 40 PVC Screen 0.010" or 0.020"	\$ 7.00	FT
3/4" Sched. 40 PVC fittings	\$ 15.00	EA
1" Sched. 40 PVC Blank casing	\$ 7.00	FT
1" Sched. 40 PVC Screen 0.010" or 0.020"	\$ 10.00	FT
1" Sched. 40 PVC threaded end cap	\$ 15.00	EA
1" Sched. 40 PVC slip cap or coupling	\$ 15.00	EA
2" Sched. 40 PVC Blank casing	\$ 9.00	FT
2" Sched. 40 PVC Screen 0.010" or 0.020"	\$ 12.00	FT
2" Sched. 40 PVC threaded end cap	\$ 20.00	EA
2" Sched. 40 PVC slip cap or coupling	\$ 20.00	EA
2" Locking Cap	\$ 40.00	EA
4" Sched. 40 PVC Blank casing	\$ 18.00	FT
4" Sched. 40 PVC Screen 0.010" or 0.020"	\$ 24.00	FT
4" Sched. 40 PVC threaded end cap	\$ 45.00	EA
4" Sched. 40 PVC slip cap or coupling	\$ 45.00	EA
4" Locking Cap	\$ 65.00	EA
Asphalt Patch	\$ 25.00	BG
Cement - Portland Type II	\$ 15.00	BG
Concrete - Quickset	\$ 30.00	BG
Concrete - Ready Mix	\$ 15.00	BG
Bentonite Chips	\$ 30.00	BG
Bentonite Grout (Enviroplug)	\$ 30.00	EA
Bentonite Pellets	\$ 100.00	BKT
Bentonite Pellets (TR30)	\$ 140.00	BKT
Filter Sand	\$ 20.00	BG
Drill mud	\$ 30.00	BG
Easy Mud 5-gal	\$ 250.00	BKT
Easy Mud Gold 10lb	\$ 250.00	BKT
Aqua-Clear (5 gal pail)	\$ 420.00	BKT
Soda Ash 50lb	\$ 40.00	BG
Well Box - 12-inch	\$ 175.00	EA
Well Box - 8-inch	\$ 100.00	EA
Standpipe 8"	\$ 480.00	EA
Standpipe 10"	\$ 540.00	EA
Wood Plug	\$ 40.00	EA
3'x3' Form / 2'x2' Form	\$ 40.00	EA
Bollards 4" / Crashpost	\$ 110.00	EA
Drums - 55 Gallon	\$ 95.00	EA
Disposable Bailers	\$ 25.00	EA
Disposable Tips	\$ 30.00	EA
2" Brass Sample Liners & Caps	\$ 12.00	EA
2" Stainless Steel Sample Liners & Caps	\$ 12.00	EA
Acetate Sample Liners ( Macro Core 4')	\$ 12.00	EA
2.5" x 1" Brass Sample Rings & Canisters,	\$ 30.00	EA
ShelbyTube & Caps	\$ 75.00	EA
Pitcher Tubes & Caps	\$ 75.00	EA
Core Box - Plastic/Cardboard	\$ 40.00	EA
Core Box - Wooden	\$ 95.00	EA
Slope Indicator Pipe (2.75") - per 10' length	\$ 220.00	EA
Slope Indicator Pipe Bottom Cap	\$ 40.00	EA
Slope Indicator Pipe Top Cap	\$ 40.00	EA
Straw Waddle (20-ft)	\$ 50.00	EA
Visqueen (large roll)	\$ 180.00	EA

Sales tax not included in material prices, current sales tax rate will be applied at time of invoice





4900 Airport Plaza Dr., STE #300, Long Beach, CA 90815  
 CALL: (800) 763-3999  
 EMAIL: sales@trafficmanagement.com

**Twining Inc.**  
 Anaheim, Long Beach, Newhall, Riverside, Ventura, West LA

Onsite

**Effective Date:** 02/01/2024

**Through Date:** 12/31/2024

### Traffic Control Service

#### Weekday - Mobilization Fee

#### dy-m&e

TC Operation, 1-TC, 1 Truck	\$496.00
TC Operation, 2-TCs, 1 Truck	\$578.00

#### Hourly

#### Weekday/NT

#### Saturday/OT

#### Sunday/DT

TC Operation, 1-TC, 1 Truck	\$105.00	\$146.00	\$198.00
TC Operation, 2-TCs, 1 Truck	\$210.00	\$315.00	\$400.00

### Equipment - Service Device

#### Daily Rate

#### Rate

FAS - Arrowboard, solar (SERVICE DEVICE)	\$65.00 Ea
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### TMI Authorization

### Received & Acknowledged By:

Ed Barrera President & CFO

Name Title

Customer Contact Name

Title

 2/9/2024

Signature Date

Signature

Date

I authorize the above rate sheet

Signing this document means you hereby agree to all the terms and conditions



4900 Airport Plaza Dr., STE #300, Long Beach, CA 90815  
 CALL: (800) 763-3999  
 EMAIL: sales@trafficmanagement.com

**Twining Inc.**

Anaheim, Long Beach, Newhall, Riverside, Ventura, West LA

Onsite

**Effective Date:** 02/01/2024

**Through Date:** 12/31/2024

**Terms & Conditions**

- i. All traffic control hourly rates will be charged by the total hours on-site. Billable hours include all standby, travel, setup, maintenance, and removal time. Time is charged in increments of 15 minutes.
- ii. Mobilizations include up to 40 miles from the nearest TMI facility (regardless of dispatching office). Travel exceeding 40 miles will be billed at \$4.00/mile each way (to and from).
- iii. A 5% fuel surcharge will be applied to any service rates including a vehicle, travel, transportation, or mobilization.
- iv. A four (4) hour minimum will be applied to all jobs. This includes jobs canceled within four (4) hours of the scheduled "on job" or start time or after crews are dispatched.
- v. Normal Time (aka; Standard Time) rates apply to weekday work
- vi. Overtime (aka; OT) rates apply after eight (8) hours, on Saturdays, or Same day Callout/Non-Scheduled work.
- vii. Overtime rates apply to night work (7pm-5am)
- viii. Premium Time (aka; PT, DoubleTime/DT) rates apply on Sundays, Holidays, and after twelve (12) hours.
- ix. Same day call-outs or non-scheduled work will be charged at the Overtime (Sat/OT) rate.
- x. Projects or scope work outside of the agreed upon items and rates will require an estimate.
- xi. Rates are valid to 12-31-2024. Rates are subject to increase on end date
- xii. Rates are effective upon presentation of this document to the customer unless objected to in writing within ten (10) days of receipt of the Rate sheet. If services are ordered after the initial presentation, customer will be invoiced according to these rates. For both our records, please sign or otherwise acknowledge acceptance of the rates quoted herein so as not to delay traffic services being provided.

**TMI Authorization**

**Received & Acknowledged By:**

Ed Barrera President & CFO

Name Title

Customer Contact Name

Title

 2/9/2024

Signature Date

Signature

Date

I authorize the above rate sheet

Signing this document means you hereby agree to all the terms and conditions





**Prevailing Wage Fee Schedule  
Time and Materials/Fixed Price Contract**

Labor

<u>Category</u>	<u>Hourly Rate</u>
Field Geophysicist	211.49
Based on SC-023-63-2-2022 1D Group 3, <a href="https://www.dir.ca.gov/oprl/2022-2/PWD/Determinations/Southern/SC-023-63-2(D).pdf">https://www.dir.ca.gov/oprl/2022-2/PWD/Determinations/Southern/SC-023-63-2(D).pdf</a>	
Field Technician	211.49
<a href="https://www.dir.ca.gov/oprl/2022-2/PWD/Determinations/Southern/SC-023-63-2(D).pdf">https://www.dir.ca.gov/oprl/2022-2/PWD/Determinations/Southern/SC-023-63-2(D).pdf</a>	

**\*\* IMPORTANT – These rates may change according to DIR\*\***

Expenses

<u>Category</u>	<u>Fee</u>
Materials	Cost
Travel Expenses	Cost
billed per California State Regulations	
Internal Computer Resources	Included in labor rates

Subcontracts

Cost Overhead on Subcontracts	Cost
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Valid through June 2024



**Equipment Fee Schedule (US\$)**  
**Time and Materials/Fixed Fee Contract**

Equipment Item (qty if more than 1)	Day	Week	Month
Geonics EM-31DL Terrain Conductivity Meter w/data logger (2)	100	500	1,500
Geonics EM-61 High Sensitivity Digital Metal Detector w/data logger (2)	100	500	1,500
Geonics EM-61MK2A High Sensitivity Digital Metal Detector w/data logger	130	650	1,950
Geometrics G-858 Cesium Magnetometer	160	800	2,400
Gem GSM-19 Walking Magnetometer	60	300	900
GSSI SIR10, 20, 3000, 4000 Ground Penetrating Radar Unit (4)	135	675	2,025
GSSI GPR Antenna (2.6, 1.5 GHz, 900, 400, 350, 275, 200 MHz – ground coupled)	80	400	1,200
Geometrics Geode 24-channel Seismograph (4)	130	650	1,950
Twenty-five 8 to 40 Hz Geophones with Muller or Kooter takeouts (350)	60	300	900
Twenty-Five 4.5 Hz Geophones (80)	120	600	1,800
InstanTel Micromate seismograph for vibration monitoring – add \$50 "Cal Fee" first use	65	325	975
InstanTel MicroMate seismograph – with stainless steel enclosure, battery and charger	110	550	1,650
IVI T15000 MiniVib Seismic Reflection System including MiniVib	1,680	8,400	25,200
Horizontally Polarized Shear-Wave Vibrator seismic Source (MicroVib)	1,000	5,000	15,000
Seismic Refraction/Reflection Cable, including adapters (25)	30	150	450
Input/Output RLS240M Roll Box with cable adapters	30	150	450
Betsy Downhole Percussion Firing Rod without shells	20	100	300
Accelerated Weight Drop (AWD) PEG40Kg (3) and Geometrics AWD 80Kg (1)	140	700	2,100
Kinometrics Ranger or Oyo Geospace 1Hz Seismometer (8)	20	100	300
Kinometrics Episensor Accelerometer (2)	20	100	300
Geostuff Triax BHG-3 Borehole Geophone	75	375	1,125
Metrotech/RadioDetection/Dynatel/Ditchwitch Utility Locator (8)	40	200	600
Fisher TW-6 Metal Detector (6)	20	100	300
Schonstedt GA72Cd Magnetic Locator (5)	10	50	150
Tempos or Decagon Thermal Properties Analyzer	40	200	600
IEI Impulse Echo System	220	1,100	3,300
HP Spectrum Analyzer	170	850	2,550
GeoVISION Nano NTSC borehole camera	500	2,500	7,500
Sokkia Axis3 or Trimble Pro XR GPS Unit (2)	90	450	1,350
Nikon AP-7 or Sokkia C300 Automatic Level (2)	10	50	150
Nikon NPL-362 Total Station	80	400	1,200
General 210 Motorized Auger	10	50	150
Honda EX650 or EU2000i generator (3)	10	50	150
Polaris Ranger/Quad with Trailer, or Truck/Van (10)	140	420	1,260



<b>Complete Systems</b>	<b>Day</b>	<b>Week</b>	<b>Month</b>
Full Utility Search Vehicle with GPR, Fisher, 2 EM utility locators, field supplies (5)	550	2,750	8,250
Full UST and Utility Search Vehicle with EM, Magnetic, GPR, Fisher, Metrotech, and RD400 equipment	720	3,600	10,800
SUE (Subsurface Utility Engineering) Equipment to augment Utility Search, including Compressor, Air powered spade and other digging tools, Vacuum Extraction System, and Nikon NPL-362 Total Station	1,100	5,500	16,500
Oyo P-S Wave Suspension Logging System with Logging Truck (w/o truck -\$100) (4)	1,100	5,500	16,500
Robertson Borehole Televiewer (both HRAT and OPTV) including winch, Micrologger II, SmartWinch, and Logging Truck (w/o truck subtract \$100) (2)	610	3,050	9,150
Robertson E-Logging system including winch, Micrologger II, SmartWinch, E-log probe (16"/64" Normal Resistivity / Natural Gamma / SPR / SP), and Caliper probe, and Logging Truck (w/o truck subtract \$100) (2)	330	1,650	4,950
Robertson Caliper/Nat'l Gamma, or Fluid Temp/Conductivity/N Gamma, add-on to E-Log	170	850	2,550
Geostuff Downhole Seismic Probe incl. cables, Geode, shear wave plank and vehicle	440	2,200	6,600
GEOVision "Triple Whammy" high energy P- and S-wave surface source for downhole seismic, includes 3 PEG 40KG accelerated weight drop generators	550	2,750	8,250
SASW System (HP Analyzer, 1 Hz seismometers, AWD or shaker source)	390	1,950	5,850
Full Surface-Wave System, including MASW, SASW, ReMi (includes SASW system plus refraction system with Geodes)	720	3,600	10,800
Seismic Refraction System (24 channel, cables, geophones, sledge hammer, AWD or Betsy firing rod, level, GPS system) (2)	550	2,750	8,250
Seismic Refraction System (48 channel, cables, geophones, sledge hammer, AWD or Betsy firing rod, level, GPS system, high voltage blaster, radio trigger)	830	4,150	12,450
MRI vibration survey system (HP Analyzer, PCB non-ferrous sensors, signal conditioner)	330	1,650	4,950
AGI SuperSting R8 IP earth resistivity system with R8/112 Switch Box and 56 electrodes	410	2,050	6,150
AGI SuperSting R8 IP earth resistivity system with R8/112 Switch Box and 112 electrodes	720	3,600	10,800
Trimble R8 RTK GPS System (Rover, Base, Radio, Data Collector, etc.)	330	1,650	4,950
MicroVib Seismic Reflection System including MicroVib, Doghouse with 144Ch Geometrics Geode Acquisition system, Input/Output Roll Box, 5KVA generator, 240 channels 40Hz S-wave geophones, and cables	1,980	9,900	29,700
IVI T15000 MiniVib Seismic Reflection System including MiniVib, Doghouse with 144Ch Geode Acquisition system, Input/Output Roll Box, 5KVA generator, 240 channels 28Hz P-wave OR 40-Hz S-wave geophones, and cables	2,420	12,100	36,300

Valid through December 2023

ATTACHMENT D • TITLE VI ASSURANCES

ARTICLE DI • INTRODUCTION

The U.S. Department of Transportation Order No. 1050.2A requires all federal-aid Department of Transportation contracts between COUNTY and CONSULTANT to contain Clauses A and E of Article DII • Clauses below. Clauses B, C, and D of Article DII • Clauses below are only applicable as shown below. In addition, the CONSULTANT must include Clauses A and E, and if applicable, Clauses B, C, and D of Article DII • Clauses below in all subcontracts to perform work under this Agreement.

Clause B of Article DII • Clauses below shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use or improvements thereon or interest therein to COUNTY. Clauses C and D of Article DII • Clauses below shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by COUNTY with other parties: (a) for the subsequent transfer of real property acquired or improved under the applicable activity, project or program; and (b) for the construction of use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project or program.

ARTICLE DII • CLAUSES

**CLAUSE A**

During the performance of this Agreement, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

- a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this Agreement.
- b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.



- 1 c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations  
2 either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub-  
3 agreement, including procurements of materials or leases of equipment, each potential sub-applicant or  
4 supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and  
5 the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.
- 6 d. Information and Reports: CONSULTANT shall provide all information and reports required by the  
7 REGULATIONS, or directives issued pursuant thereto, and shall permit access to its books, records,  
8 accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to  
9 be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information  
10 required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this  
11 information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what  
12 efforts CONSULTANT has made to obtain the information.
- 13 e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination  
14 provisions of this Agreement, the recipient shall impose such agreement sanctions as it or the FHWA may  
15 determine to be appropriate, including, but not limited to:
- 16 i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time,  
17 not to exceed 90 days; and/or
  - 18 ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- 19 f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in  
20 every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the  
21 REGULATIONS, or directives issued pursuant thereto.

22 CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or  
23 FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided,  
24 however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-  
25 applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such  
26 litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to  
27 enter into such litigation to protect the interests of the United States.

28  
29 **CLAUSE B: CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

1 The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or  
2 improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance  
3 4:

4  
5 **NOW THEREFORE**, the U.S. Department of Transportation as authorized by law and upon the condition that  
6 the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title  
7 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures  
8 prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all  
9 requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A,  
10 Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of  
11 Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.  
12 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all  
13 the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A  
14 attached hereto and made a part hereof.

15  
16 **(HABENDUM CLAUSE)**

17 **TO HAVE AND TO HOLD** said lands and interests therein unto the recipient and its successors forever, subject,  
18 however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will  
19 remain in effect for the period during which the real property or structures are used for a purpose for which  
20 Federal financial assistance is extended or for another purpose involving the provision of similar services or  
21 benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the  
22 conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with  
23 the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national  
24 origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination  
25 with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [.] [and]\* (2)  
26 that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with  
27 all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of  
28 Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs  
29 of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said



1 Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-  
2 non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on  
3 said lands, and that above described land and facilities will thereon revert to and vest in and become the  
4 absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this  
5 instruction].\*

6  
7 (\*Reverter clause and related language to be used only when it is determined that such a clause is necessary  
8 in order to make clear the purpose of Title VI.)

9  
10 **CLAUSE C: CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE**  
11 **ACTIVITY, FACILITY, OR PROGRAM**

12 The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the  
13 recipient pursuant to the provisions of Assurance 7(a):

14 A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal  
15 representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby  
16 covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

17 1. In the event facilities are constructed, maintained, or otherwise operated on the property described  
18 in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of  
19 Transportation activity, facility, or program is extended or for another purpose involving the  
20 provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain  
21 and operate such facilities and services in compliance with all requirements imposed by the Acts  
22 and Regulations (as may be amended) such that no person on the grounds of race, color, or  
23 national origin, will be excluded from participation in, denied the benefits of, or be otherwise  
24 subjected to discrimination in the use of said facilities.

25 B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination  
26 covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-  
27 enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit,  
28 etc.) had never been made or issued.\*

29 C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the

1 recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described  
2 lands and facilities will there upon revert to and vest in and become the absolute property of the recipient  
3 and its assigns.\*

4 (\*Reverter clause and related language to be used only when it is determined that such a clause is  
5 necessary to make clear the purpose of Title VI.)  
6

7 **CLAUSE D: CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE**  
8 **ACTIVITY, FACILITY OR PROGRAM**

9 The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into  
10 by the recipient pursuant to the provisions of Assurance 7(b):

11 A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal  
12 representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby  
13 covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1)  
14 no person on the ground of race, color, or national origin, will be excluded from participation in, denied the  
15 benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the  
16 construction of any improvements on, over, or under such land, and the furnishings of services thereon,  
17 no person on the ground of race, color, or national origin, will be excluded from participation in, denied the  
18 benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee,  
19 etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts  
20 and Regulations, as amended, set forth in this Assurance.

21 B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above  
22 Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as  
23 appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same  
24 as if said (license, permit, etc., as appropriate) had never been made or issued.\*

25 C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the  
26 recipient will there upon revert to and vest in and become the absolute property of the recipient and its  
27 assigns.  
28  
29



**CLAUSE E:**

During the performance of this Agreement, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-

1 Income Populations, which ensures discrimination against minority populations by discouraging programs,  
2 policies, and activities with disproportionately high and adverse human health or environmental effects on  
3 minority and low-income populations;

- 4 • Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and  
5 resulting agency guidance, national origin discrimination includes discrimination because of Limited English  
6 Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP  
7 persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- 8 • Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating  
9 because of sex in education programs or activities (20 U.S.C.1681 et seq).