

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



**ITEM: 3.37
(ID # 25183)**

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 Ninyo & Moore Geotechnical & Environmental Sciences Consultants 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 Ninyo & Moore Geotechnical & Environmental Sciences Consultants 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

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**

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

Ninyo & Moore Geotechnical & Environmental Sciences Consultants 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 Ninyo & Moore Geotechnical & Environmental Sciences Consultants 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**

Contract Term		Annual Budget
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
Total Contract Budget		\$2,500,000

Contract History and Price Reasonableness

The Transportation Department has negotiated billing rates with Ninyo & Moore Geotechnical & Environmental Sciences Consultants, and they are within the range of acceptable industry practices for engineering services.

ATTACHMENTS:

On-Call Services Agreement for Geotechnical and Materials Testing with Ninyo & Moore Geotechnical & Environmental Sciences Consultants


Douglas Cordonez Jr.  
9/4/2024


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

Contract No.: 24-01-011
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

Ninyo & Moore Geotechnical & Environmental Sciences Consultants



SEP 10 2024

3.37

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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
Compensation Plan.....C1
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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 NINYO & MOORE GEOTECHNICAL &
5 ENVIRONMENTAL SCIENCES CONSULTANTS, a California corporation, (hereinafter referred to as
6 "CONSULTANT").

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

9 The CONSULTANT Project Manager shall be:

10 Kurt S. Yoshii, PE, GE

11 Located at:

12 7888 Cherry Avenue, Unit I, Fontana, CA 92336

13 The COUNTY Contract Administrator shall be:

14 Elmer Datuin, PE

15 Located at:

16 2950 Washington Street, Riverside, CA 92504

17 C. CONSULTANT shall perform:

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

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

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

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

28 E. COUNTY is not required to make any deductions or withholdings from the compensation payable to
29 CONSULTANT under the provisions of the Agreement and is not required to issue W-2 Forms for income and

1 employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the
2 performance of its obligations hereunder, is only subject to the control or direction of the COUNTY as to the
3 designation of tasks to be performed and the results to be accomplished.

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

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

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

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

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

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

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

- 25 • California Department of Transportation (CALTRANS)
- 26 • Cities Departments of Transportation

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

28 A. To ensure understanding and performance of the Agreement objectives, meetings between COUNTY,
29 AGENCIES, and CONSULTANT shall be held as often as deemed necessary (typically at least monthly). All

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

1 Agreement is fully executed and approved by COUNTY.

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

10 **ARTICLE V ALLOWABLE COSTS AND PAYMENTS**

- 11 A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's
12 approved Compensation Plan set forth in Attachment C, Compensation Plan, which is attached hereto and
13 incorporated herein by reference. The specified hourly rates shall include direct salary costs, employee
14 benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the
15 period of performance set forth in this Agreement.
- 16 B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are
17 in the approved Compensation Plan and identified in the executed Task Order.
- 18 C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.
- 19 D. After a project to be performed under this Agreement is identified by COUNTY, COUNTY will prepare a draft
20 Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results,
21 project deliverables, period of performance, project schedule and will designate the COUNTY Contract
22 Administrator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return
23 the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of
24 the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee
25 if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the
26 finalized Task Order shall be signed by the authorized representatives of both COUNTY and CONSULTANT.
27 Task Orders may be executed by the Director of Transportation if authorized by the COUNTY Board of
28 Supervisors.
- 29 E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both

1 of which must be based on the labor and other rates set forth in CONSULTANT's approved Compensation
2 Plan. CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but
3 not limited to, base hourly rates and employer payments as determined by the Department of Industrial
4 Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place
5 during the period of performance of the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21 Federal funds: are included are not included

22 State funds: are included are not included

23 **ARTICLE VI TERMINATION**

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

- 1 B. COUNTY may temporarily suspend this Agreement, at no additional cost to COUNTY, provided that
2 CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary
3 suspension. If COUNTY gives such notice of temporary suspension, CONSULTANT shall immediately
4 suspend its activities under this Agreement. A temporary suspension may be issued concurrent with the
5 notice of termination.
- 6 C. Notwithstanding any provisions of this Agreement, CONSULTANT shall not be relieved of liability to COUNTY
7 for damages sustained by COUNTY by virtue of any breach of this Agreement by CONSULTANT, and
8 COUNTY may withhold any payments due to CONSULTANT until such time as the exact amount of
9 damages, if any, due to COUNTY from CONSULTANT is determined.
- 10 D. In the event of termination, COUNTY shall pay CONSULTANT the sum due to CONSULTANT under this
11 Agreement prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the
12 Agreement. In which case the overage shall be deducted from any sum due CONSULTANT under this
13 Agreement and the balance, if any, shall be paid to CONSULTANT upon demand.

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

- 15 A. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to
16 determine the allowability of individual terms of cost.
- 17 B. The CONSULTANT also agrees to comply with federal procedures in accordance with 2 CFR 200, Uniform
18 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 19 C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to
20 be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by CONSULTANT to COUNTY.

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

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

1 regulations (including the basis of federal funding in whole or in part) shall have access to any books, records,
2 and documents of the CONSULTANT, subconsultants, and the CONSULTANT's Independent CPA, that are
3 pertinent to the Agreement for audits, examinations, workpaper review, excerpts, and transactions, and copies
4 thereof shall be furnished if requested without limitation.

5 **ARTICLE IX AUDIT REVIEW PROCEDURES**

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

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

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

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

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

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

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

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

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

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

29 4. CONSULTANT may submit to COUNTY final invoice only when all of the following items have occurred:

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

7 **ARTICLE X SUBCONTRACTING**

- 8 A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between COUNTY
9 and any subconsultant(s), and no sub agreement shall relieve CONSULTANT of its responsibilities and
10 obligations hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and
11 omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is
12 for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to
13 pay its subconsultant(s) is an independent obligation from COUNTY's obligation to make payments to the
14 CONSULTANT.
- 15 B. CONSULTANT shall perform the work contemplated with resources available within its own organization and
16 no portion of the work shall be subcontracted without written authorization by COUNTY Contract
17 Administrator, except that which is expressly identified in the CONSULTANT's Cost Proposal.
- 18 C. Any sub agreement entered into as a result of this Agreement, shall contain all the provisions stipulated in this
19 entire Agreement to be applicable to subconsultants unless otherwise noted.
- 20 D. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made
21 to CONSULTANT by COUNTY.
- 22 E. Any substitution of subconsultants must be approved in writing by COUNTY Contract Administrator in
23 advance of assigning work to a substitute subconsultant.

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

- 25 A. Prior authorization in writing by COUNTY Contract Administrator shall be required before CONSULTANT
26 enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for
27 supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity
28 or desirability of incurring such costs.
- 29 B. For purchase of any item, service or consulting work not covered in CONSULTANT's approved Cost Proposal

1 and exceeding five thousand dollars (\$5,000), with prior authorization by COUNTY Contract Administrator,
2 three competitive quotations must be submitted with the request, or the absence of quotations must be
3 adequately justified.

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

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

18 **ARTICLE XII STATE PREVAILING WAGE RATES**

19 A. No CONSULTANT or subconsultant may be awarded an agreement containing public work elements unless
20 registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration
21 with DIR must be maintained throughout the entire term of this Agreement, including any subsequent
22 amendments.

23 B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring
24 the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under
25 this Agreement are available and on file with the Department of Transportation's Regional/District Labor
26 Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made
27 a specific part of this Agreement by reference pursuant to Labor Code §1773.2 and will be applicable to work
28 performed at a construction project site. Prevailing wages will be applicable to all inspection work performed
29 at COUNTY construction sites, at COUNTY facilities and at off-site locations that are set up by the

1 construction contractor or one of its subcontractors solely and specifically to serve COUNTY projects.
2 Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and
3 commercial materials suppliers that provide goods and services to the general public.

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

6 D. Payroll Records

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

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

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

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

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

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

F. Penalty

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

1 to 1780, inclusive.

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

1 the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the subconsultant
2 that the subconsultant had paid the specified general prevailing rate of per diem wages to the
3 subconsultant's employees on the public works project and any amounts due pursuant to Labor
4 Code §1813.

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

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

13 G. Hours of Labor

14 Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the
15 COUNTY, twenty-five dollars (\$25) for each worker employed in the execution of the Agreement by the
16 CONSULTANT or any of its subconsultants for each calendar day during which such worker is required or
17 permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar
18 week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive,
19 except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during
20 any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per
21 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
22 provided in §1815.

23 H. Employment of Apprentices

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

27 2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding
28 the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior
29 to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division

1 of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding
2 the employment of apprentices and for the specific journey-to- apprentice ratios for the Agreement work.
3 The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties
4 are specified in Labor Code §1777.7.

5 **ARTICLE XIII CONFLICT OF INTEREST**

- 6 A. CONSULTANT shall cause itself, its respective employees, agents, representatives, or independent
7 contractors and its subconsultants as well as their respective employees, agents, representatives, or
8 independent contractors to comply with all applicable conflict of interest laws and regulations, including but
9 not limited to the Political Reform Act and California Government Code section
10 1090. Furthermore, CONSULTANT shall cause itself, its respective employees, agents, representatives, or
11 independent contractors and its subconsultants as well as their respective employees, agents,
12 representatives, or independent contractors to comply with the COUNTY's Conflict of Interest
13 Code. CONSULTANT further agrees to cause itself, its respective employees, agents, representatives, or
14 independent contractors to complete any statements of economic interest if required by COUNTY or State
15 law. Notwithstanding any other provision contained in this Agreement, for a breach or violation of this
16 provision, COUNTY shall have the right to immediately terminate this Agreement without liability and seek any
17 other remedy provided by law or equity or this Agreement.
- 18 B. During the term of this Agreement, the CONSULTANT shall disclose any financial, business, or other
19 relationship with COUNTY that may have an impact upon the outcome of this Agreement or any ensuing
20 COUNTY construction project. The CONSULTANT shall also list current clients who may have a financial
21 interest in the outcome of this Agreement or any ensuing COUNTY construction project which will follow.
- 22 C. CONSULTANT certifies that it has disclosed to COUNTY any actual, apparent, or potential conflicts of interest
23 that may exist relative to the services to be provided pursuant to this Agreement. CONSULTANT agrees to
24 advise COUNTY of any actual, apparent or potential conflicts of interest that may develop subsequent to the
25 date of execution of this Agreement.
- 26 D. CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest
27 that would conflict with the performance of services under this Agreement.
- 28 E. The CONSULTANT (nor any subconsultant nor any firms affiliated with the CONSULTANT or any
29 subconsultant) shall not be eligible to perform any further phases of the projects or to bid on any construction

1 contract or on any Agreement to provide construction inspection for any construction project resulting from
2 this Agreement. An affiliated firm is one, which is subject to the control of the same persons, though joint
3 ownership or otherwise.

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

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

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

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

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

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

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

1 connection with the awarding of making of this Agreement, or with the extension, continuation, renewal,
2 amendment, or modification of this Agreement.

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

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

13 C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this
14 certification be included in all lower tier sub agreements, which exceed one hundred thousand dollars
15 (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

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

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

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

1 harassment.

2 C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act
3 (Government Code Section 12990 et seq.), the applicable regulations promulgated there under (2 CCR
4 Section 11000 et seq.), the provisions of Government Code Sections 11135-11139.5, and the regulations or
5 standards adopted by COUNTY to implement such article. The applicable regulations of the Fair Employment
6 and Housing Commission implementing Government Code Section 12990 (a-f), set forth 2 CCR Sections
7 8100-8504, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

8 D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing
9 and the COUNTY upon reasonable notice at any time during the normal business hours, but in no case less
10 than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of
11 information and its facilities as said Department or COUNTY shall require to ascertain compliance with this
12 cause.

13 E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor
14 organizations with which they have a collective bargaining or other agreement.

15 F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all
16 subcontracts to perform work under this Agreement.

17 G. The CONSULTANT, with regard to the work under this Agreement, shall act in accordance with Title VI of the
18 Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.). Title VI provides that the recipients of federal
19 assistance will implement and maintain a policy of nondiscrimination in which no person in the United States
20 shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in,
21 denied the benefits of or subject to discrimination under any program or activity by the recipients of federal
22 assistance or their assignees and successors in interest.

23 H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs
24 of the U.S. Department of Transportation (49 CFR 21 – Effectuation of Title VI of the Civil Rights Act of 1964).
25 Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited
26 by 49 CFR Section 21.5, including employment practices and the selection and retention of subconsultants.

27 I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any
28 person the benefits of, or otherwise discriminate against anyone in connection with the award and
29 performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In

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

5 **ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION**

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

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

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

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

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

22 [Intentionally Omitted]

23 **ARTICLE XIX INDEMNIFICATION AND INSURANCE**

24 A. Basic Indemnity

- 25 1. To the fullest extent permitted by applicable law, CONSULTANT agrees to defend (through legal counsel
26 reasonably acceptable to COUNTY), indemnify, and hold harmless the County of Riverside, its Agencies,
27 Districts, Departments and Special Districts, Board of Supervisors, elected and appointed officials, and
28 each of their respective directors, members officers, employees, agents, volunteers and representatives
29 ("Indemnitees") and each of them from any and all Losses that arise out of or relate to any act or

1 omission constituting ordinary and not professional negligence (including, without limitation, negligent
2 breach of contract), recklessness, or willful misconduct on the part of CONSULTANT or its subconsultants
3 or their respective employees, agents, representatives, or independent contractors.

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

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

17 B. Indemnity for Design Professional Services

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

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

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

19 C. INSURANCE

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

26 1. Workers' Compensation:

27 If the CONSULTANT has employees as defined by the State of California, the CONSULTANT shall
28 maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State
29 of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with

limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.

2. Commercial General Liability:

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

3. Vehicle Liability:

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

4. Professional Liability

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

5. General Insurance Provisions - All lines:

a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of

1 California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are
2 waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a
3 requirement for a particular insurer such waiver is only valid for that specific insurer and only for one
4 policy term.

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

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

1 endorsements for each policy and the Certificate of Insurance.

2 d. It is understood and agreed to by the parties hereto that the CONSULTANT's insurance shall be
3 construed as primary insurance, and the COUNTY's insurance and/or deductibles and/or self-insured
4 retentions or self-insured programs shall not be construed as contributory.

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

11 f. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of
12 subconsultants working under this Agreement.

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

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

17 **ARTICLE XX FUNDING REQUIREMENTS**

18 A. It is mutually understood between the parties that this Agreement may have been written before ascertaining
19 the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid
20 program and fiscal delays that would occur if the Agreement were executed after that determination was
21 made.

22 B. This Agreement is valid and enforceable only if sufficient funds are made available to COUNTY for the
23 purpose of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations,
24 conditions, or any statute enacted by the Congress, State Legislature, or COUNTY governing board that may
25 affect the provisions, terms, or funding of this Agreement in any manner.

26 C. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect
27 any reduction in funds.

28 D. COUNTY has the option to terminate the Agreement pursuant to Article VI Termination, or by mutual
29 agreement to amend the Agreement to reflect any reduction of funds.

1 **ARTICLE XXI CHANGE IN TERMS**

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

8 **ARTICLE XXII CONTINGENT FEE**

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

16 **ARTICLE XXIII DISPUTES**

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

1 specifications and estimate, CONSULTANT may request review by COUNTY Governing Board of unresolved
2 claims or disputes, other than audit. The request for review will be submitted in writing.

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

5 **ARTICLE XXIV INSPECTION OF WORK**

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

9 **ARTICLE XXV SAFETY**

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

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

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

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

25 **ARTICLE XXVI OWNERSHIP OF DATA**

26 A. It is mutually agreed that all materials prepared by CONSULTANT under this Agreement shall become the
27 property of COUNTY, and CONSULTANT shall have no property rights therein whatsoever. Immediately,
28 upon termination, COUNTY shall be entitled to, and CONSULTANT shall deliver to COUNTY, reports,
29 investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date,

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

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

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

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

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

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

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

29 C. Services of CONSULTANT's personnel in connection with COUNTY's construction contractor claims will be

1 performed pursuant to a written contract amendment, if necessary, extending the termination date of this
2 Agreement in order to resolve the construction claims.

3 **ARTICLE XXVIII CONFIDENTIALITY OF DATA**

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

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

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

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

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

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

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

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

1 with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations
2 Board.

3 **ARTICLE XXX LEGAL COMPLIANCE**

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

9 **ARTICLE XXXI EVALUATION OF CONSULTANT**

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

13 **ARTICLE XXXII RETENTION OF FUNDS**

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

28 **ARTICLE XXXIII TITLE VI ASSURANCES**

29 CONSULTANT shall comply with the assurances set forth in Attachment D, Title VI Assurances, as applicable,

1 which is attached hereto and incorporated herein by reference.

2 **ARTICLE XXXIV NOTIFICATION**

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

7 **ARTICLE XXXV CONTRACT**

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


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

27
28 [SIGNATURE PAGE FOLLOWS]
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:

Kurt S. Yoshii Dated: 08/07/2024

Kurt S. Yoshii, PE, GE

PRINTED NAME

Principal Engineer

TITLE




Ninyo and Moore Geotechnical & Environmental Sciences Consultants Agreement_final

Final Audit Report

2024-08-07

Created:	2024-08-07
By:	Jenny Leveugle (jleveugle@ninyoandmoore.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAUKJ00bQPz8Bm_EuxVnrGutHS8CQFUyps

"Ninyo and Moore Geotechnical & Environmental Sciences Consultants Agreement_final" History

-  Document created by Jenny Leveugle (jleveugle@ninyoandmoore.com)
2024-08-07 - 8:14:57 PM GMT
-  Document emailed to Kurt Yoshii (kyoshii@ninyoandmoore.com) for signature
2024-08-07 - 8:15:40 PM GMT
-  Email viewed by Kurt Yoshii (kyoshii@ninyoandmoore.com)
2024-08-07 - 8:30:55 PM GMT
-  Document e-signed by Kurt Yoshii (kyoshii@ninyoandmoore.com)
Signature Date: 2024-08-07 - 8:31:13 PM GMT - Time Source: server
-  Agreement completed.
2024-08-07 - 8:31:13 PM GMT

ATTACHMENT A • SCOPE OF SERVICES

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7 D. STANDARDS 1

8 E. KEY PERSONNEL 1

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29 **ARTICLE AIII • SERVICES TO BE PROVIDED/SCOPE OF WORK 2**

ARTICLE AI • INTRODUCTION

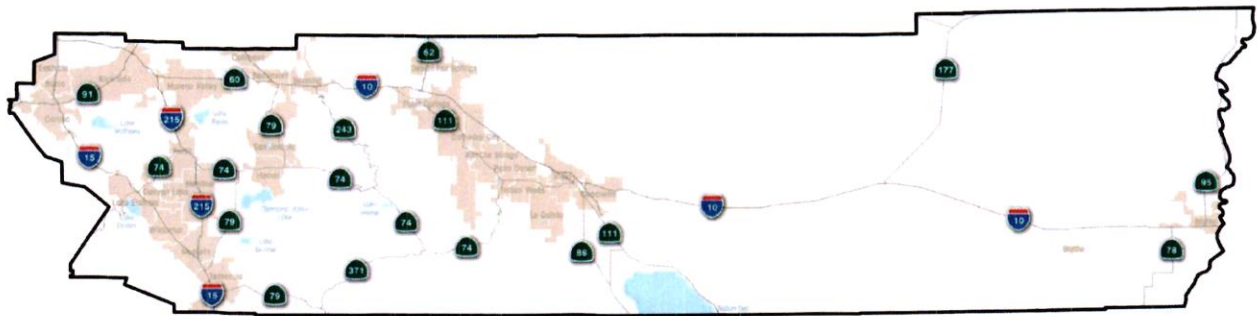
A. DESCRIPTION

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

Kurt S. Yoshii, PE, GE

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

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

C. FINAL ACCEPTANCE

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

CONSULTANT: **Neu & Moore Construction & Environmental Science Consultants** PRIME: **Sub** SUB: **X** CONTRACT TYPE: **Special Rate of Compensation** (LIST ONE OF THE ABOVE LISTED CONTRACT TYPES)
 PROJECT NO: **TSD** CONTRACT NO: **TSD** DATE: **1/28/2023** Subcontractor's Participation Amount: _____

Loaded Rate Calculation		Home Office Personnel		Field Office Personnel		General Administration %		Combined %	
Non-Exempt Employee Loaded Billing Rate		Fringe Benefit %		Overhead %		General Administration %		Combined %	
C1: Single Time or 1.5X or 2.0X Overtime = Actual Hourly Rate * (1 + Fringe) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)		NC/Normal		82.00%		+ 30.00%		= 112.00%	
C2: 1.5X or 1.75X Overtime = (Actual Hourly Rate * (1 + Fringe) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)) * 1.5 or 1.75		Overhead %		82.00%		+ 30.00%		= 112.00%	
C3: Single Time or 1.5X or 2.0X Overtime = Actual Hourly Rate * (1 + Fringe) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)		Overhead %		82.00%		+ 30.00%		= 112.00%	

The following Delta Base and Delta Fringe shown in the formulas above for Loaded Billing Rates are applicable only when performing services covered under DRR determinations

Name/Classification	Home Office / Field Office / Personnel	Effective Date of Hourly Rate	Prevailing Wage Rate established by State DRR (Rate applicable for prevailing wage work)			Employee Annual Rate (Rate applicable for prevailing wage work)			Applicable DELTA (TOTAL) + Employee Total - DRR Total			DELTA (BASE) + Employee Base - DRR Base			Applicable DELTA Base + DRR Base - Employee Base			Applicable DELTA FRINGE + (DELTA TOTAL - DELTA BASE)			Loaded Hourly Billing Rate			Hourly Rate and/or Average	Hourly Range 1/2 Class	Exempt Rate / estimate	
			Stage	1.00	1.50	2.00	Stage	1.00	1.50	2.00	Stage	1.00	1.50	2.00	Stage	1.00	1.50	2.00	Stage	1.00	1.50	2.00	Stage				1.00
Service Tech. PE, GC Prequal Engineer	Home Office	7/1/2024	6592924																								
		7/1/2025	6592925	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
		7/1/2027	6592927																								
		7/1/2028	6592928																								
Field Engineer	Home Office	7/1/2024	6592924																								
		7/1/2025	6592925	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
		7/1/2027	6592927																								
		7/1/2028	6592928																								
Field Manager	Home Office	7/1/2024	6592924																								
		7/1/2025	6592925	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
		7/1/2027	6592927																								
		7/1/2028	6592928																								
Field Engineer - Science	Home Office	7/1/2024	6592924																								
		7/1/2025	6592925	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
		7/1/2027	6592927																								
		7/1/2028	6592928																								
Field Engineer - Science	Home Office	7/1/2024	6592924																								
		7/1/2025	6592925	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
		7/1/2027	6592927																								
		7/1/2028	6592928																								
Field Engineer - Science	Home Office	7/1/2024	6592924																								
		7/1/2025	6592925	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
		7/1/2027	6592927																								
		7/1/2028	6592928																								
Field Engineer - Science	Home Office	7/1/2024	6592924																								
		7/1/2025	6592925	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
		7/1/2027	6592927																								
		7/1/2028	6592928																								

1. Prevailing Wages specified are based on current DRR determinations. Any future DRR escalation of prevailing wage rates will be reflected in the loaded rate.
 2. "NC" denotes No Charge for work more than 8 hours per day and weekends and holidays for this contract only.
 3. The billing rates shown in this cost proposal for field staff utilized for PW rates are calculated with estimated fringe benefits of the staff. The actual billing rates to be used in the invoice will be calculated by using the actual PW fringe benefits of the staff.
 4. The employer's actual hourly rates shown in this cost proposal are the rates that were effective on 06/27/2023. California Contract Manager's pre-approval is required for addition of staff not previously listed on the cost proposal. The billing rates for these employees, including those that fall under general classifications, will be calculated and rebilled based on their actual hourly rates on 06/27/2023. Hourly rates for new employees listed after the date of this cost proposal will not exceed the rate in the cost proposal for similar personnel listed on the cost proposal having similar experience.
 5. Travel Time Charges
 For Managers: On-stands 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 day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed as follows:
 For Non-Example Employees: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed at full normal overhead rate (i.e. without the application of the 1.5X or 2.0X multiplier for overtime as follows:

SAMPLE COST PROPOSAL

Sample Only - Required Cost Proposal Template To Be Determined By Agency

HOURLY RATES

CONSULTANT: Hwy & Motor/Guesthouse & Environmental Sciences Consultants, PROJECT NO: 180, CONTRACT NO: 180, DATE: 11/09/2017, CONTRACT TYPE: (BY ONE OF THE ABOVE LETTERS CONTRACT TYPES)

Table with columns: Line Item, Description, Unit, Rate, and Formula. Includes formulas for Straight Time, Overtime, and Stand-By rates.

The following Delta Base and Delta Fringe shown in the formulas above for Landed Billing Rates are applicable only when performing services covered under DCR determinations.

Main table with columns: Item Classification, Hours Office Personnel, Billing Rate, and various cost breakdowns (Fringe, Overhead, Admin, etc.).

1. Billing Rates specified are based on current DCR determination. 2. "NC" denotes No Charge for work more than 8 hours per day and for weekends and holidays on this contract only. 3. The billing rates shown in this cost proposal for field staff are based on estimated fringe benefits of the staff. The actual billing rates to be used in the invoice will be calculated by using the actual DCR fringe benefits of the individual staff in accordance with the certified benefits statement submitted with each invoice. 4. The employees' actual hourly rates shown in this cost proposal are the rates that were effective on 06/27/2017. California Contract Manager's pre-approved or required for addition of staff not previously listed will be calculated and reimbursed based on their actual hourly rates on 06/27/2017. Hourly rates for new employees hired after the date of this cost proposal will not exceed (1) the rate of similar personnel on this proposal, or (2) the prevailing hourly market rate. 5. Travel Time Charge. 6. Stand-By Charge. 7. For Non-Exempt Employees: On weekends or a maximum of 8 hours will be charged for work time. Travel time on any combination of travel and work time. Billing Rate = Landed Rate Formula "1" all over. For Stand-By: During regular work day, actual travel time not to exceed 8 hours in any one day or one-way travel will be billed at full normal overhead rate (i.e. without the application of the 1.5x or 2.0x multiplier for overtime as follows). For Non-Exempt Employees: During regular work day, actual travel time not to exceed 8 hours in any one day or one-way travel will be billed at full normal overhead rate (i.e. without the application of the 1.5x or 2.0x multiplier for overtime as follows).

HOURLY RATES

CONSULTANT: **Neys & Moore Geospatial & Environmental Sciences Consultants** PHONE: **813 943 3333** SUB: **X** CONTRACT TYPE: **Fixed Rate of Compensation** (LIST ONE OF THE APPLICABLE CONTRACT TYPES)
 PROJECT NO: **180** CONTRACT NO: **180** DATE: **10/08/2013** Subcontractor's Participation Amount: _____

Loaded Rate Calculation:		Home Office Personnel:		Field Office Personnel:		Travel:		Overhead %:		General Administration %:		Continued %:	
Base Rate:		Fixed Rate:		Fixed Rate:		Fixed Rate:		Fixed Rate:		Fixed Rate:		Fixed Rate:	
Normal		Normal		Normal		Normal		Normal		Normal		Normal	
Overtime		Overtime		Overtime		Overtime		Overtime		Overtime		Overtime	

Area/Classification	Home Office Personnel	Effective Date of Hourly Rate	Prevailing Wage Rates established by State DOR (only applicable for prevailing wage work)										Employee Actual Rate (Wage benefits vary year over year)										Applicable DELTA (TOTAL) = Employee Total - DOR Total										Applicable DELTA (BASE) = DELTA (TOTAL) - DOR Base										Applicable DELTA Base + DOR Rate - Employee Base										Applicable DELTA PFMSE = DELTA TOTAL - DELTA BASE										Loaded Hourly Billing Rate	% Escalation Increase	Hourly Range for Average	Capex Rate #																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
			11/01	11/02	11/03	11/04	11/05	11/06	11/07	11/08	11/09	11/10	11/11	11/12	11/13	11/14	11/15	11/16	11/17	11/18	11/19	11/20	11/21	11/22	11/23	11/24	11/25	11/26	11/27	11/28	11/29	11/30	11/31	12/01	12/02	12/03	12/04	12/05	12/06	12/07	12/08	12/09	12/10	12/11	12/12	12/13	12/14	12/15	12/16	12/17	12/18	12/19	12/20	12/21	12/22	12/23	12/24	12/25	12/26	12/27	12/28	12/29					12/30	12/31																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									
Area A - General	Home Office	7/1/2014	80.00	81.00	82.00	83.00	84.00	85.00	86.00	87.00	88.00	89.00	90.00	91.00	92.00	93.00	94.00	95.00	96.00	97.00	98.00	99.00	100.00	101.00	102.00	103.00	104.00	105.00	106.00	107.00	108.00	109.00	110.00	111.00	112.00	113.00	114.00	115.00	116.00	117.00	118.00	119.00	120.00	121.00	122.00	123.00	124.00	125.00	126.00	127.00	128.00	129.00	130.00	131.00	132.00	133.00	134.00	135.00	136.00	137.00	138.00	139.00	140.00	141.00	142.00	143.00	144.00	145.00	146.00	147.00	148.00	149.00	150.00	151.00	152.00	153.00	154.00	155.00	156.00	157.00	158.00	159.00	160.00	161.00	162.00	163.00	164.00	165.00	166.00	167.00	168.00	169.00	170.00	171.00	172.00	173.00	174.00	175.00	176.00	177.00	178.00	179.00	180.00	181.00	182.00	183.00	184.00	185.00	186.00	187.00	188.00	189.00	190.00	191.00	192.00	193.00	194.00	195.00	196.00	197.00	198.00	199.00	200.00	201.00	202.00	203.00	204.00	205.00	206.00	207.00	208.00	209.00	210.00	211.00	212.00	213.00	214.00	215.00	216.00	217.00	218.00	219.00	220.00	221.00	222.00	223.00	224.00	225.00	226.00	227.00	228.00	229.00	230.00	231.00	232.00	233.00	234.00	235.00	236.00	237.00	238.00	239.00	240.00	241.00	242.00	243.00	244.00	245.00	246.00	247.00	248.00	249.00	250.00	251.00	252.00	253.00	254.00	255.00	256.00	257.00	258.00	259.00	260.00	261.00	262.00	263.00	264.00	265.00	266.00	267.00	268.00	269.00	270.00	271.00	272.00	273.00	274.00	275.00	276.00	277.00	278.00	279.00	280.00	281.00	282.00	283.00	284.00	285.00	286.00	287.00	288.00	289.00	290.00	291.00	292.00	293.00	294.00	295.00	296.00	297.00	298.00	299.00	300.00	301.00	302.00	303.00	304.00	305.00	306.00	307.00	308.00	309.00	310.00	311.00	312.00	313.00	314.00	315.00	316.00	317.00	318.00	319.00	320.00	321.00	322.00	323.00	324.00	325.00	326.00	327.00	328.00	329.00	330.00	331.00	332.00	333.00	334.00	335.00	336.00	337.00	338.00	339.00	340.00	341.00	342.00	343.00	344.00	345.00	346.00	347.00	348.00	349.00	350.00	351.00	352.00	353.00	354.00	355.00	356.00	357.00	358.00	359.00	360.00	361.00	362.00	363.00	364.00	365.00	366.00	367.00	368.00	369.00	370.00	371.00	372.00	373.00	374.00	375.00	376.00	377.00	378.00	379.00	380.00	381.00	382.00	383.00	384.00	385.00	386.00	387.00	388.00	389.00	390.00	391.00	392.00	393.00	394.00	395.00	396.00	397.00	398.00	399.00	400.00	401.00	402.00	403.00	404.00	405.00	406.00	407.00	408.00	409.00	410.00	411.00	412.00	413.00	414.00	415.00	416.00	417.00	418.00	419.00	420.00	421.00	422.00	423.00	424.00	425.00	426.00	427.00	428.00	429.00	430.00	431.00	432.00	433.00	434.00	435.00	436.00	437.00	438.00	439.00	440.00	441.00	442.00	443.00	444.00	445.00	446.00	447.00	448.00	449.00	450.00	451.00	452.00	453.00	454.00	455.00	456.00	457.00	458.00	459.00	460.00	461.00	462.00	463.00	464.00	465.00	466.00	467.00	468.00	469.00	470.00	471.00	472.00	473.00	474.00	475.00	476.00	477.00	478.00	479.00	480.00	481.00	482.00	483.00	484.00	485.00	486.00	487.00	488.00	489.00	490.00	491.00	492.00	493.00	494.00	495.00	496.00	497.00	498.00	499.00	500.00	501.00	502.00	503.00	504.00	505.00	506.00	507.00	508.00	509.00	510.00	511.00	512.00	513.00	514.00	515.00	516.00	517.00	518.00	519.00	520.00	521.00	522.00	523.00	524.00	525.00	526.00	527.00	528.00	529.00	530.00	531.00	532.00	533.00	534.00	535.00	536.00	537.00	538.00	539.00	540.00	541.00	542.00	543.00	544.00	545.00	546.00	547.00	548.00	549.00	550.00	551.00	552.00	553.00	554.00	555.00	556.00	557.00	558.00	559.00	560.00	561.00	562.00	563.00	564.00	565.00	566.00	567.00	568.00	569.00	570.00	571.00	572.00	573.00	574.00	575.00	576.00	577.00	578.00	579.00	580.00	581.00	582.00	583.00	584.00	585.00	586.00	587.00	588.00	589.00	590.00	591.00	592.00	593.00	594.00	595.00	596.00	597.00	598.00	599.00	600.00	601.00	602.00	603.00	604.00	605.00	606.00	607.00	608.00	609.00	610.00	611.00	612.00	613.00	614.00	615.00	616.00	617.00	618.00	619.00	620.00	621.00	622.00	623.00	624.00	625.00	626.00	627.00	628.00	629.00	630.00	631.00	632.00	633.00	634.00	635.00	636.00	637.00	638.00	639.00	640.00	641.00	642.00	643.00	644.00	645.00	646.00	647.00	648.00	649.00	650.00	651.00	652.00	653.00	654.00	655.00	656.00	657.00	658.00	659.00	660.00	661.00	662.00	663.00	664.00	665.00	666.00	667.00	668.00	669.00	670.00	671.00	672.00	673.00	674.00	675.00	676.00	677.00	678.00	679.00	680.00	681.00	682.00	683.00	684.00	685.00	686.00	687.00	688.00	689.00	690.00	691.00	692.00	693.00	694.00	695.00	696.00	697.00	698.00	699.00	700.00	701.00	702.00	703.00	704.00	705.00	706.00	707.00	708.00	709.00	710.00	711.00	712.00	713.00	714.00	715.00	716.00	717.00	718.00	719.00	720.00	721.00	722.00	723.00	724.00	725.00	726.00	727.00	728.00	729.00	730.00	731.00	732.00	733.00	734.00	735.00	736.00	737.00	738.00	739.00	740.00	741.00	742.00	743.00	744.00	745.00	746.00	747.00	748.00	749.00	750.00	751.00	752.00	753.00	754.00	755.00	756.00	757.00	758.00	759.00	760.00	761.00	762.00	763.00	764.00	765.00	766.00	767.00	768.00	769.00	770.00	771.00	772.00	773.00	774.00	775.00	776.00	777.00	778.00	779.00	780.00	781.00	782.00	783.00	784.00	785.00	786.00	787.00	788.00	789.00	790.00	791.00	792.00	793.00	794.00	795.00	796.00	797.00	798.00	799.00	800.00	801.00	802.00	803.00	804.00	805.00	806.00	807.00	808.00	809.00	810.00	811.00	812.00	813.00	814.00	815.00	816.00	817.00	818.00	819.00	820.00	821.00	822.00	823.00	824.00	825.00	826.00	827.00	828.00	829.00	830.00	831.00	832.00	833.00	834.00	835.00	836.00	837.00	838.00	839.00	840.00	841.00	842.00	843.00	844.00	845.00	846.00	847.00	848.00	849.00	850.00	851.00	852.00	853.00	854.00	855.00	856.00	857.00	858.00	859.00	860.00	861.00	862.00	863.00	864.00	865.00	866.00	867.00	868.00	869.00	870.00	871.00	872.00	873.00	874.00	875.00	876.00	877.00	878.00	879.00	880.00	881.00	882.00	883.00	884.00	885.00	886.00	887.00	888.00	889.00	890.00	891.00	892.00	893.00	894.00	895.00	896.00	897.00	898.00	899.00	900.00	901.00	902.00	903.00	904.00	905.00	906.00	907.00	908.00	909.00	910.00	911.00	912.00	913.00	914.00	915.00	916.00	917.00	918.00	919.00	920.00	921.00	922.00	923.00	924.00	925.00	926.00	927.00	928.00	929.00	930.00	931.00	932.00	933.00	934.00	935.00	936.00	937.00	938.00	939.00	940.00	941.00	942.00	943.00	944.00	945.00	946.00	947.00	948.00	949.00	950.00	951.00	952.00	953.00	954.00	955.00	956.00	957.00	958.00	959.00	960.00	961.00	962.00	963.00	964.00	965.00	966.00	967.00	968.00	969.00	

HOURLY RATES

CONSULTANT: **Neys & Moore Geotechnical & Environmental Science Consultants** PROJECT: **PRIME** SUB: **X** CONTRACT TYPE: **Fixed Fee** (Rate of Compensation)

PROJECT NO:	780	CONTRACT NO.:	780	DATE:	10/05/2023	Subcontractor's Participation Amount:	
Hourly Rate Calculation: A) Straight Time + Actual Hourly Rate (T + Field O/H (1+T) + Fee) + Delta Base + (Applicable Multiplier Delta Base) + Delta Fringe + (Applicable Multiplier Delta Fringe) B) 1.5x or 2.0x Overtime + Actual Hourly Rate (T + Field O/H (1+T) + Fee) + 50 or 100 (Actual Hourly Rate) + Delta Base + (Applicable Multiplier Delta Base) + Delta Fringe + (Applicable Multiplier Delta Fringe) C) Straight Time or 1.5x or 2.0x Overtime + Actual Hourly Rate (T + Field O/H (1+T) + Fee) + Delta Base + (Applicable Multiplier Delta Base) + Delta Fringe + (Applicable Multiplier Delta Fringe)							

The following Delta Base and Delta Fringe shown in the formulas above for Loaded Billing Rates are applicable only when performing services covered under DCR determination.

Job Classification	Home Office / Personnel Field Office	Effect of Date of Hours Rate	Prevailing Wage Rate established by State DCR (Only Applicable for prevailing wage work)										Employee Annual Plan (Hour benefits vary year over year)		Applicable DELTA (TOTAL) Employee Total - DCR Total				DELTA (BASE) + DELTA (FRINGE)				Applicable DELTA Base + DELTA (FRINGE)				Applicable DELTA FRINGE + DELTA (TOTAL) DELTA (BASE)				Loaded Hourly Billing Rate (Employee - DCR)	% Escalation Increase	Hourly Rate by Hourly Range to Class	Escalated Rate of Experience																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Year 21	Year 22	Year 23	Year 24	Year 25																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															
Business Office	Field	7/1/2024	850.48	897.70	912.48	932.81	959.29	978.53	1020.33	1057.77	1086.18	1102.27	1138.58	1228.39	897.27	126.30	1368.45	1384.54	1400.63	1416.72	1432.81	1448.90	1465.00	1481.09	1497.18	1513.27	1529.36	1545.45	1561.54	1577.63	1593.72	1609.81	1625.90	1642.00	1658.09	1674.18	1690.27	1706.36	1722.45	1738.54	1754.63	1770.72	1786.81	1802.90	1819.00	1835.09	1851.18	1867.27	1883.36	1899.45	1915.54	1931.63	1947.72	1963.81	1979.90	1996.00	2012.09	2028.18	2044.27	2060.36	2076.45	2092.54	2108.63	2124.72	2140.81	2156.90	2173.00	2189.09	2205.18	2221.27	2237.36	2253.45	2269.54	2285.63	2301.72	2317.81	2333.90	2350.00	2366.09	2382.18	2398.27	2414.36	2430.45	2446.54	2462.63	2478.72	2494.81	2510.90	2527.00	2543.09	2559.18	2575.27	2591.36	2607.45	2623.54	2639.63	2655.72	2671.81	2687.90	2704.00	2720.09	2736.18	2752.27	2768.36	2784.45	2800.54	2816.63	2832.72	2848.81	2864.90	2881.00	2897.09	2913.18	2929.27	2945.36	2961.45	2977.54	2993.63	3009.72	3025.81	3041.90	3058.00	3074.09	3090.18	3106.27	3122.36	3138.45	3154.54	3170.63	3186.72	3202.81	3218.90	3235.00	3251.09	3267.18	3283.27	3299.36	3315.45	3331.54	3347.63	3363.72	3379.81	3395.90	3412.00	3428.09	3444.18	3460.27	3476.36	3492.45	3508.54	3524.63	3540.72	3556.81	3572.90	3589.00	3605.09	3621.18	3637.27	3653.36	3669.45	3685.54	3701.63	3717.72	3733.81	3749.90	3766.00	3782.09	3798.18	3814.27	3830.36	3846.45	3862.54	3878.63	3894.72	3910.81	3926.90	3943.00	3959.09	3975.18	3991.27	4007.36	4023.45	4039.54	4055.63	4071.72	4087.81	4103.90	4120.00	4136.09	4152.18	4168.27	4184.36	4200.45	4216.54	4232.63	4248.72	4264.81	4280.90	4297.00	4313.09	4329.18	4345.27	4361.36	4377.45	4393.54	4409.63	4425.72	4441.81	4457.90	4474.00	4490.09	4506.18	4522.27	4538.36	4554.45	4570.54	4586.63	4602.72	4618.81	4634.90	4651.00	4667.09	4683.18	4699.27	4715.36	4731.45	4747.54	4763.63	4779.72	4795.81	4811.90	4828.00	4844.09	4860.18	4876.27	4892.36	4908.45	4924.54	4940.63	4956.72	4972.81	4988.90	5005.00	5021.09	5037.18	5053.27	5069.36	5085.45	5101.54	5117.63	5133.72	5149.81	5165.90	5182.00	5198.09	5214.18	5230.27	5246.36	5262.45	5278.54	5294.63	5310.72	5326.81	5342.90	5359.00	5375.09	5391.18	5407.27	5423.36	5439.45	5455.54	5471.63	5487.72	5503.81	5519.90	5536.00	5552.09	5568.18	5584.27	5600.36	5616.45	5632.54	5648.63	5664.72	5680.81	5696.90	5713.00	5729.09	5745.18	5761.27	5777.36	5793.45	5809.54	5825.63	5841.72	5857.81	5873.90	5890.00	5906.09	5922.18	5938.27	5954.36	5970.45	5986.54	6002.63	6018.72	6034.81	6050.90	6067.00	6083.09	6099.18	6115.27	6131.36	6147.45	6163.54	6179.63	6195.72	6211.81	6227.90	6244.00	6260.09	6276.18	6292.27	6308.36	6324.45	6340.54	6356.63	6372.72	6388.81	6404.90	6421.00	6437.09	6453.18	6469.27	6485.36	6501.45	6517.54	6533.63	6549.72	6565.81	6581.90	6598.00	6614.09	6630.18	6646.27	6662.36	6678.45	6694.54	6710.63	6726.72	6742.81	6758.90	6775.00	6791.09	6807.18	6823.27	6839.36	6855.45	6871.54	6887.63	6903.72	6919.81	6935.90	6952.00	6968.09	6984.18	7000.27	7016.36	7032.45	7048.54	7064.63	7080.72	7096.81	7112.90	7129.00	7145.09	7161.18	7177.27	7193.36	7209.45	7225.54	7241.63	7257.72	7273.81	7289.90	7306.00	7322.09	7338.18	7354.27	7370.36	7386.45	7402.54	7418.63	7434.72	7450.81	7466.90	7483.00	7499.09	7515.18	7531.27	7547.36	7563.45	7579.54	7595.63	7611.72	7627.81	7643.90	7660.00	7676.09	7692.18	7708.27	7724.36	7740.45	7756.54	7772.63	7788.72	7804.81	7820.90	7837.00	7853.09	7869.18	7885.27	7901.36	7917.45	7933.54	7949.63	7965.72	7981.81	7997.90	8014.00	8030.09	8046.18	8062.27	8078.36	8094.45	8110.54	8126.63	8142.72	8158.81	8174.90	8191.00	8207.09	8223.18	8239.27	8255.36	8271.45	8287.54	8303.63	8319.72	8335.81	8351.90	8368.00	8384.09	8400.18	8416.27	8432.36	8448.45	8464.54	8480.63	8496.72	8512.81	8528.90	8545.00	8561.09	8577.18	8593.27	8609.36	8625.45	8641.54	8657.63	8673.72	8689.81	8705.90	8722.00	8738.09	8754.18	8770.27	8786.36	8802.45	8818.54	8834.63	8850.72	8866.81	8882.90	8899.00	8915.09	8931.18	8947.27	8963.36	8979.45	8995.54	9011.63	9027.72	9043.81	9059.90	9076.00	9092.09	9108.18	9124.27	9140.36	9156.45	9172.54	9188.63	9204.72	9220.81	9236.90	9253.00	9269.09	9285.18	9301.27	9317.36	9333.45	9349.54	9365.63	9381.72	9397.81	9413.90	9430.00	9446.09	9462.18	9478.27	9494.36	9510.45	9526.54	9542.63	9558.72	9574.81	9590.90	9607.00	9623.09	9639.18	9655.27	9671.36	9687.45	9703.54	9719.63	9735.72	9751.81	9767.90	9784.00	9800.09	9816.18	9832.27	9848.36	9864.45	9880.54	9896.63	9912.72	9928.81	9944.90	9961.00	9977.09	9993.18	10000.00

1. Prevailing Wages specified are based on current DCR determination. Any future DCR escalation of prevailing wage rates will be reflected in the loaded rates.
 2. Not applicable to Charge for work more than 8 hours per day and for weekends and holidays for this contract only.
 3. The billing rates shown in this cost proposal for field staff utilized for PIV rates are calculated with estimated fringe benefits of the staff. The actual billing rates to be used in the invoices will be calculated by using the actual PIV fringe benefits of the individual staff in accordance with the certified benefits statement submitted with each invoice.
 4. The estimated actual hourly rates shown in this cost proposal are the best rates available on 09/07/2023. Current Contract Manager to pre-approve in writing for addition of staff not included in the cost proposal. The billing rates for these employees, including those that fall under general classification, will be calculated and submitted based on their actual hourly rates on 09/07/2023. Hourly rates for new employees hired after the date of this cost proposal will not exceed (or fall below) the rate of similar personnel based on the cost proposal having similar experience.
 5. Travel Time Charge.
 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 day, actual travel time to and from 8 hours in any one day or any work travel will be billed at full current overhead rate (i.e. without the application of the 1.5x or 2.0x multiplier for overtime as below).
 For Non-Example Employees: During regular work day, actual travel time to and from 8 hours in any one day or any work travel will be billed at full current overhead rate (i.e. without the application of the 1.5x or 2.0x multiplier for overtime as below).

HOURLY RATES

PROJECT NO: TSD	CONTRACT NO: TSD	PRIME: SUB: DATE: 10/20/22	CONTRACT TYPE: Monthly Rates of Compensation	LIST ONE OF THE APPLICABLE CONTRACT TYPES:
<p>Linked Rate Calculation: 1) Base Rate + Annual Hourly Rate + Field Office Premium + Delta Base + Delta Fringe + Applicable Multiplier Delta Base + Delta Fringe + Applicable Multiplier Delta Fringe 2) Base Rate + Annual Hourly Rate + Field Office Premium + Delta Base + Delta Fringe + Applicable Multiplier Delta Base + Delta Fringe + Applicable Multiplier Delta Fringe 3) Base Rate + Annual Hourly Rate + Field Office Premium + Delta Base + Delta Fringe + Applicable Multiplier Delta Base + Delta Fringe + Applicable Multiplier Delta Fringe Example Employee Linked Billing Rate: 4) Base Rate + Annual Hourly Rate + Field Office Premium + Delta Base + Delta Fringe + Applicable Multiplier Delta Base + Delta Fringe + Applicable Multiplier Delta Fringe</p>				
<p>Example Employee Linked Billing Rate: 5) Base Rate + Annual Hourly Rate + Field Office Premium + Delta Base + Delta Fringe + Applicable Multiplier Delta Base + Delta Fringe + Applicable Multiplier Delta Fringe</p>				

Item/Classification	Job Title	Effective Date	Prevailing Wage Rate Determined by BLS ON-LINE		Prevailing Wage Rate Determined by BLS ON-LINE		Delta (TOTAL)		Delta (BASE)		Delta (FRINGE)		Delta (TOTAL)		Delta (TOTAL)		Delta (TOTAL)		Delta (TOTAL)		Hourly Rate	Hourly Range	Class	Current Rate if available				
			Year	Rate	Year	Rate	Year	Rate	Year	Rate	Year	Rate	Year	Rate	Year	Rate	Year	Rate	Year	Rate								
Personnel	Personnel	7/1/2024	80.70	101.00	121.40	132.81	153.21	173.61	154.21	165.61	186.01	206.41	226.81	247.21	267.61	288.01	308.41	328.81	349.21	369.61	390.01	380.00	400.00	420.00	440.00	460.00	480.00	500.00

1. Prevailing Wages specified are based on current OIR determination. Any future OIR escalation of prevailing wage rates will be reflected in the linked rates.
 2. "NIC" denotes No Charge for work more than 8 hours per day and for weekends and holidays for this contract only.
 3. The billing rates shown in this cost proposal for field staff are based on estimated fringe benefits of the staff. The actual billing rates to be used in the process will be calculated by using the actual PIV fringe benefits of the individual staff in accordance with the certified benefit statement submitted with each invoice.
 4. The employees' actual hourly rates shown in this cost proposal are the rates that were effective on 06/27/2022. Call with Contract Manager's name approval is required for addition of staff not previously listed in this cost proposal. The billing rates for these employees, including those that fall under general classifications, will be calculated and returned based on their actual hourly rates on 06/27/2022. Hourly rates for new employees listed after the date of this cost proposal will not exceed the rate for the rate of similar personnel listed in this cost proposal having similar experience.
 5. Travel Time Charges
 For Employees: On weekdays up to a maximum of 6 hours will be charged for each hour travel time in any combination of travel and work time. Billing Rate = Linked Rate Formula "C" above.
 For Non-Staff Employees: During regular work day, actual travel time not to exceed 6 hours in any one day or one way travel will be billed at full normal overhead rate (1) without the application of the 1.5X or 2.0X multiplier for overtime as follows:

SAMPLE COST PROPOSAL

Sample Only - Required Cost Proposal Template To Be Determined By Agency

HOURLY RATES

PROJECT NO:	782	CONTRACT NO.:	782	PRIME:	SUB:	DATE:	1/20/23	Contractor's Participation Amount:																															
CONSULTANT:	Name & Mailing Address & Environmental Services Consultants							CONTRACT TYPE:	Special Rates of Compensation	(LIST ONE OF THE ABOVE LISTED CONTRACT TYPES)																													
Client:	<table border="1"> <tr> <td>Prime Office Personnel</td> <td>Fringe Benefit %</td> <td>Overhead %</td> <td>General Administration %</td> <td>Combined %</td> </tr> <tr> <td>PC/MAL</td> <td>62.00%</td> <td>47.70%</td> <td>30.86%</td> <td>142.56%</td> </tr> <tr> <td>OVERTIME</td> <td>62.00%</td> <td>47.70%</td> <td>30.86%</td> <td>142.56%</td> </tr> <tr> <td>Field Office Personnel</td> <td>Fringe Benefit %</td> <td>Overhead %</td> <td>General Administration %</td> <td>Combined %</td> </tr> <tr> <td>PC/MAL</td> <td>62.00%</td> <td>47.70%</td> <td>30.86%</td> <td>142.56%</td> </tr> <tr> <td>OVERTIME</td> <td>62.00%</td> <td>47.70%</td> <td>30.86%</td> <td>142.56%</td> </tr> </table>									Prime Office Personnel	Fringe Benefit %	Overhead %	General Administration %	Combined %	PC/MAL	62.00%	47.70%	30.86%	142.56%	OVERTIME	62.00%	47.70%	30.86%	142.56%	Field Office Personnel	Fringe Benefit %	Overhead %	General Administration %	Combined %	PC/MAL	62.00%	47.70%	30.86%	142.56%	OVERTIME	62.00%	47.70%	30.86%	142.56%
Prime Office Personnel	Fringe Benefit %	Overhead %	General Administration %	Combined %																																			
PC/MAL	62.00%	47.70%	30.86%	142.56%																																			
OVERTIME	62.00%	47.70%	30.86%	142.56%																																			
Field Office Personnel	Fringe Benefit %	Overhead %	General Administration %	Combined %																																			
PC/MAL	62.00%	47.70%	30.86%	142.56%																																			
OVERTIME	62.00%	47.70%	30.86%	142.56%																																			

Name/Classification	Hourly Rate	Effective Date of Hourly Rate	Employee Hourly Rate												DELTA (BASE) + Employee Total - DR Base		APPROXIMATE DELTA PER HOUR		APPROXIMATE DELTA PER HOUR		APPROXIMATE DELTA PER HOUR		Hourly Billing Rate	Hourly Rate	Hourly Range	General Rates																																																																																																																																																																																																																																																																																																																																																																																															
			1	2	3	4	5	6	7	8	9	10	11	12	DR Base	Employee Total	DELTA	DELTA	DELTA	DELTA	DELTA	DELTA																																																																																																																																																																																																																																																																																																																																																																																																			
Paul Hester	71.00	6/20/22	66.70	69.00	71.30	73.60	75.90	78.20	80.50	82.80	85.10	87.40	89.70	92.00	94.30	96.60	98.90	101.20	103.50	105.80	108.10	110.40	112.70	115.00	117.30	119.60	121.90	124.20	126.50	128.80	131.10	133.40	135.70	138.00	140.30	142.60	144.90	147.20	149.50	151.80	154.10	156.40	158.70	161.00	163.30	165.60	167.90	170.20	172.50	174.80	177.10	179.40	181.70	184.00	186.30	188.60	190.90	193.20	195.50	197.80	200.10	202.40	204.70	207.00	209.30	211.60	213.90	216.20	218.50	220.80	223.10	225.40	227.70	230.00	232.30	234.60	236.90	239.20	241.50	243.80	246.10	248.40	250.70	253.00	255.30	257.60	259.90	262.20	264.50	266.80	269.10	271.40	273.70	276.00	278.30	280.60	282.90	285.20	287.50	289.80	292.10	294.40	296.70	299.00	301.30	303.60	305.90	308.20	310.50	312.80	315.10	317.40	319.70	322.00	324.30	326.60	328.90	331.20	333.50	335.80	338.10	340.40	342.70	345.00	347.30	349.60	351.90	354.20	356.50	358.80	361.10	363.40	365.70	368.00	370.30	372.60	374.90	377.20	379.50	381.80	384.10	386.40	388.70	391.00	393.30	395.60	397.90	400.20	402.50	404.80	407.10	409.40	411.70	414.00	416.30	418.60	420.90	423.20	425.50	427.80	430.10	432.40	434.70	437.00	439.30	441.60	443.90	446.20	448.50	450.80	453.10	455.40	457.70	460.00	462.30	464.60	466.90	469.20	471.50	473.80	476.10	478.40	480.70	483.00	485.30	487.60	489.90	492.20	494.50	496.80	499.10	501.40	503.70	506.00	508.30	510.60	512.90	515.20	517.50	519.80	522.10	524.40	526.70	529.00	531.30	533.60	535.90	538.20	540.50	542.80	545.10	547.40	549.70	552.00	554.30	556.60	558.90	561.20	563.50	565.80	568.10	570.40	572.70	575.00	577.30	579.60	581.90	584.20	586.50	588.80	591.10	593.40	595.70	598.00	600.30	602.60	604.90	607.20	609.50	611.80	614.10	616.40	618.70	621.00	623.30	625.60	627.90	630.20	632.50	634.80	637.10	639.40	641.70	644.00	646.30	648.60	650.90	653.20	655.50	657.80	660.10	662.40	664.70	667.00	669.30	671.60	673.90	676.20	678.50	680.80	683.10	685.40	687.70	690.00	692.30	694.60	696.90	699.20	701.50	703.80	706.10	708.40	710.70	713.00	715.30	717.60	719.90	722.20	724.50	726.80	729.10	731.40	733.70	736.00	738.30	740.60	742.90	745.20	747.50	749.80	752.10	754.40	756.70	759.00	761.30	763.60	765.90	768.20	770.50	772.80	775.10	777.40	779.70	782.00	784.30	786.60	788.90	791.20	793.50	795.80	798.10	800.40	802.70	805.00	807.30	809.60	811.90	814.20	816.50	818.80	821.10	823.40	825.70	828.00	830.30	832.60	834.90	837.20	839.50	841.80	844.10	846.40	848.70	851.00	853.30	855.60	857.90	860.20	862.50	864.80	867.10	869.40	871.70	874.00	876.30	878.60	880.90	883.20	885.50	887.80	890.10	892.40	894.70	897.00	899.30	901.60	903.90	906.20	908.50	910.80	913.10	915.40	917.70	920.00	922.30	924.60	926.90	929.20	931.50	933.80	936.10	938.40	940.70	943.00	945.30	947.60	949.90	952.20	954.50	956.80	959.10	961.40	963.70	966.00	968.30	970.60	972.90	975.20	977.50	979.80	982.10	984.40	986.70	989.00	991.30	993.60	995.90	998.20	1000.50

1. Prevailing wages specified are based on current DCR determination. Any future DCR application of prevailing wage rates will be reflected in the updated rates.
 2. "NC" indicates No Charge for work more than 8 hours per day and/or weekends and holidays for this contract only.
 3. The billing rates shown in this cost proposal for field office personnel are calculated with estimated fringe benefits of the job. The actual billing rates to be used in the invoice will be calculated by using the actual PVW fringe benefits of the individual staff in accordance with the certified benefits statement submitted with each invoice.
 4. The employee's actual hourly rates shown in this cost proposal are the rates that were effective on 02/27/2023. Current Contract Manager's approval is required for addition of staff not previously listed. The billing rates for employees invoicing those that fall under general administration will be calculated and reimbursed based on their actual hourly rates on 02/27/2023. Hourly rates for new employees hired after the date of this cost proposal will not exceed (at least) the rates of similar personnel listed on this cost proposal having similar experience.
 5. Travel Time Charges
 For Meetings: One weeknight 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 X 4.00
 For Events: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed at full normal overhead rate (i.e., without the application of the 1.5x or 2.0x multiplier to overtime as follows)
 For Non-Event Employees: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed at full normal overhead rate (i.e., without the application of the 1.5x or 2.0x multiplier to overtime as follows)

Sample Cost Proposal

Sample Only - Required Cost Proposal Template To Be Determined By Agency

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 **X** _____ 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
A. Special Testing			A. Special Testing			A. Printing & Reproduction *	NC		A. Special Testing		
			B. Special Testing			B. Call Phone	NC				
			C. Special Testing			C. Computer					
B. Travel			A. Airfare			A. Laptop	NC		Travel		Note 2
			B. Hotel			B. Software					
			C. Other			C. Other					
C. Per Diem	NC		A. Per Diem			A. Per Diem	NC				
D. Company Vehicles	NC		B. High Strength Bolts			B. Vehicle	NC				
E. Personal Vehicles (Mileage)	Mile	0.25	C. Preexisting Components			C. Other Services					
F. Other			D. Other			D. FE/DE/APP/IS/Pulse *	NC		Vehicles		NC
G. FICOP *	% Labor	5.0%	E. Other			E. Other					
* Facilities Capital Cost of Money (FCOM) will be billed as an Other Direct Cost based on the sum of actual hourly rates (MHR) of each employee (MHR) and the number of monthly hours billed (MHR) multiplied by the FICOM.			F. Travel			F. Travel Expenses			F. Extension printing/shipping		
			A. Per diem per Caltrans guidelines			A. Travel Expenses			Each		
			B. Mileage Per IRS			B. Extension printing/shipping			Each		
			C.			C.					
Subconsultant's Name			Subconsultant's Name								
DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST						
A. Special Testing			A. Special Testing								
B.			B.								
C.			C.								
Travel			Travel								
A. Vehicle	NC		A. Travel								
B.			B.								
C.			C.								

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

- Important Notes:**
- * NCD denotes No Charge
 - The approved travel and Per 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 invoiced 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.
 - Printing, ink 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 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, State 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 like circumstance, should not be included in any indirect cost pool or in the overhead rate.
 - For those items listed here as "Not of the trade" that is part of indirect cost and not applicable as a direct cost, note as Not Applicable (N/A).

Schedule of Fees for Laboratory Testing

SOILS

Atterberg Limits, D 4318, CT 204	\$ 170
California Bearing Ratio (CBR), D 1883	\$ 550
Chloride and Sulfate Content, CT 417 & CT 422	\$ 175
Consolidation, D 2435, CT 219	\$ 300
Consolidation, Hydro-Collapse only, D 2435	\$ 150
Consolidation – Time Rate, D 2435, CT 219	\$ 200
Direct Shear – Remolded, D 3080	\$ 350
Direct Shear – Undisturbed, D 3080	\$ 300
Durability Index, CT 229	\$ 175
Expansion Index, D 4829, IBC 18-3	\$ 190
Expansion Potential (Method A), D 4546	\$ 170
Geofabric Tensile and Elongation Test, D 4632	\$ 200
Hydraulic Conductivity, D 5084	\$ 350
Hydrometer Analysis, D 6913, CT 203	\$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 120
Moisture Only, D 2216, CT 226	\$ 35
Moisture and Density, D 2937	\$ 45
Permeability, CH, D 2434, CT 220	\$ 300
pH and Resistivity, CT 643	\$ 175
Proctor Density D1557, D 698, CT 216, AASHTO T-180	\$ 220
Proctor Density with Rock Correction D 1557	\$ 340
R-value, D 2844, CT 301	\$ 375
Sand Equivalent, D 2419, CT 217	\$ 125
Sieve Analysis, D 6913, CT 202	\$ 145
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 100
Specific Gravity, D 854	\$ 125
Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 925
Triaxial Shear, C.D., D 4767, T 297	\$ 550
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	\$ 450
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt	\$ 350
Triaxial Shear, U.U., D 2850	\$ 250
Unconfined Compression, D 2166, T 208	\$ 180

MASONRY

Brick Absorption, 24-hour submersion, 5-hr boiling, 7-day, C 67	\$ 70
Brick Compression Test, C 67	\$ 55
Brick Efflorescence, C 67	\$ 55
Brick Modulus of Rupture, C 67	\$ 50
Brick Moisture as received, C 67	\$ 45
Brick Saturation Coefficient, C 67	\$ 60
Concrete Block Compression Test, 8x8x16, C 140	\$ 70
Concrete Block Conformance Package, C 90	\$ 500
Concrete Block Linear Shrinkage, C 426	\$ 200
Concrete Block Unit Weight and Absorption, C 140	\$ 70
Cores, Compression or Shear Bond, CA Code	\$ 70
Masonry Grout, 3x3x6 prism compression, C 39	\$ 45
Masonry Mortar, 2x2 cube compression, C 109	\$ 35
Masonry Prism, half size, compression, C 1019	\$ 120
Masonry Prism, Full size, compression, C 1019	\$ 200

REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A 36, A 615	\$ 135
Fireproofing Density Test, UBC 7-6	\$ 90
Hardness Test, Rockwell, A 370	\$ 80
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	\$ 150
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 175
Pre-Stress Strand (7 wire), A 416	\$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 75
Structural Steel Tensile Test: Up to 200,000 lbs., A 370	\$ 90
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 80

CONCRETE

Compression Tests, 6x12 Cylinder, C 39	\$ 35
Concrete Mix Design Review, Job Spec	\$ 300
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 850
Concrete Cores, Compression (excludes sampling), C 42	\$ 120
Drying Shrinkage, C 157	\$ 400
Flexural Test, C 78	\$ 85
Flexural Test, C 293	\$ 85
Flexural Test, CT 523	\$ 95
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 275
Lightweight Concrete Fill, Compression, C 495	\$ 80
Petrographic Analysis, C 856	\$ 2,000
Restrained Expansion of Shrinkage Compensation	\$ 450
Splitting Tensile Strength, C 496	\$ 100
3x6 Grout, (CLSM), C 39	\$ 55
2x2x2 Non-Shrink Grout, C 109	\$ 55

ASPHALT

Air Voids, T 269	\$ 85
Asphalt Mix Design, Caltrans (incl. Aggregate Quality)	\$ 4,500
Asphalt Mix Design Review, Job Spec	\$ 180
Dust Proportioning, CT LP-4	\$ 85
Extraction, % Asphalt, including Gradation, D 2172, CT 382	\$ 250
Extraction, % Asphalt without Gradation, D 2172, CT 382	\$ 150
Film Stripping, CT 302	\$ 120
Hveem Stability and Unit Weight D 1560, T 246, CT 366	\$ 225
Marshall Stability, Flow and Unit Weight, T 245	\$ 240
Maximum Theoretical Unit Weight, D 2041, CT 309	\$ 150
Moisture Content, CT 370	\$ 95
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	\$ 1,000
Slurry Wet Track Abrasion, D 3910	\$ 150
Superpave, Asphalt Mix Verification (incl. Aggregate Quality)	\$ 4,900
Superpave, Gyrotory Unit Wt., T 312	\$ 100
Superpave, Hamburg Wheel, 20,000 passes, T 324	\$ 1,000
Unit Weight sample or core, D 2726, CT 308	\$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2	\$ 90
Voids filled with Asphalt, (VFA) CT LP-3	\$ 90
Wax Density, D 1188	\$ 140

AGGREGATES

Clay Lumps and Friable Particles, C 142	\$ 180
Cleaness Value, CT 227	\$ 180
Crushed Particles, CT 205	\$ 175
Durability, Coarse or Fine, CT 229	\$ 205
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	\$ 180
Flat and Elongated Particle, D 4791	\$ 220
Lightweight Particles, C 123	\$ 180
Los Angeles Abrasion, C 131 or C 535	\$ 200
Material Finer than No. 200 Sieve by Washing, C 117	\$ 90
Organic Impurities, C 40	\$ 90
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	\$ 1,250
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	\$ 950
Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 475
Sand Equivalent, T 176, CT 217	\$ 125
Sieve Analysis, Coarse Aggregate, T 27, C 136	\$ 120
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	\$ 145
Sodium Sulfate Soundness, C 88	\$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	\$ 115
Specific Gravity and Absorption, Fine, C 128, CT 207	\$ 175

ROOFING

Roofing Tile Absorption, (set of 5), C 67	\$ 250
Roofing Tile Strength Test, (set of 5), C 67	\$ 250

Special preparation of standard test specimens will be charged at the technician's hourly rate.
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

EARTHWORKS TECHNIQUES, INC.

GEOTECHNICAL SUPPORT SERVICE &

CONSTRUCTION SERVICES

(951) 698-0489

RATE SHEET

TEST PITS/GENERAL LABOR

* 1 MAN - \$75.00 per hour * 2 MEN - \$140.00 per hour *

* 3 MEN- \$210.00 per hour * 4 MEN - \$280.00 per hour *

PREVAILING WAGE/PUBLIC WORKS-GENERAL LABOR AND CONCRETE CORING

* Coring- \$150.00 per hour per man *

* Laborer- \$145.00 per hour per man*

* \$150.00 Clerical fee for each payroll run on Prevailing Wage Projects *

CORING/CUTTING – Concrete or Asphalt

* \$145.00 per hour plus \$70.00 per hour for each additional Laborer *

Coring rate includes the following Services for interior cores

* Interior Prep * Moving of Furniture * Carpet Pull * Hand Auguring *

* Drive Samples * Backfill * Patching * Clean Up * Carpet Repair *

NIGHT WORK & WEEKENDS

* Monday – Saturday Time and Half *

* Saturday Time and Half*

* Sunday Double Time *

PER DIEM

Rates will be provided upon request

MINIMUM CHARGE & CANCELATION FEE

A 4-hour minimum fee will apply for all jobs plus travel time

A 4-hour fee will apply for all jobs cancelled within 48 hours and a 8-hour fee will apply for all jobs cancelled within 24 hours of the scheduled work date

***E.T.I.
39743 Pinedale Way
Murrieta, CA 92562***

***CA Lic. # 758357
Contact BILLY ZOLL
Cell (909) 709-7034***



2R DRILLING INCORPORATED
 6939 Schaefer Ave Ste D-304, Chino, CA 91710
 (909) 490-0530 (909) 490-0531 (fax)
 Website: 2RDRILLING.COM Email: INFO@2RDRILLING.COM C57: 709029
 Hollow Stem Auger, Mud Rotary, ODEX, Direct Push, Rock Coring, Concrete Coring, Pavement Coring
2023 Fee Schedule Effective 01/01/2023
 SBE Certified Supplier # 49138 / DIR 1000008799

Fully Loaded Labor and Equipment Rates

Truck mounted Drill Tier 4 CME 75 HT or Equivalent - 2 man crew Mob/demob. Drilling, Standby	\$275/hr
Track mounted Drill Auger Tier 4 CME 75 HT or Equivalent - 2 man crew Mob/demob. Drilling, Standby	\$300/hr
Truck mounted Tier 4 Prevailing Wage CME 75 HT or Equivalent - 2 man crew Mob/demob. Drilling, Standby	\$425/hr
Track mounted Tier 4 Prevailing Wage CME 75 HT or Equivalent - 2 man crew Mob/demob. Drilling, Standby	\$450/hr
Rig mob/demob	\$250/hr
Cancellation less than 48 hours prior	\$500/day
Minimum Charge Non Prevailing	\$1700/day
Minimum Charge Prevailing Wage	\$2200/day

Other Labor Costs

Additional drillers helper	\$100/hr
Overtime after 8 hours,	\$100/man/hr
Nights and all day Saturdays	\$100/man/hr
Prevailing Wage	\$75/man/hr
Premium Time Sundays	\$150/man/hr
Daily Crew Travel	\$250/man/hr
Per Diem	\$250/man/day
Training	\$100/man/hr

Other Equipment Rental

Asphalt Grinder	\$200/day
Air Compressor	\$1000/day
Bulldog Bit use	\$150/day
CME Continuous Core Sampling System	\$200/day
Decon Trailer	\$250/day
Drum Dolly	\$30/day
Concrete Coring Machine	\$250/day
Concrete Coring and Support Equipment	\$1000/day
GUS Piston Shelby tube Sampler	\$250/day
Generator	\$50/day
Grout pump use	\$250/day
Hot Mix Asphalt Unit	\$400/day
Jackhammer	\$200/day
Mud Puppy Solids Control Trailer	\$500/day
Mud Rotary Equipment	\$500/day
ODEX air rotary equipment	\$1000/day
Rock Coring Equipment	\$1500/day
Saw cut machine	\$250/day
SPT Energy Test Calibration	\$2000/day
Support Truck Stake bed with lift gate	\$500/day
Vibrating Plate Compactor	\$100/day
Water Tank - External	\$100/day
Work Lights	\$100/night

**Other Equipment Available by Request for an additional fee*

Materials and Supplies

**Subject to vendor price increases.*

Asphalt patch	\$25/ea
Bentonite chips	\$25/bag
Bits	\$50/ez
Cement/bentonite grout	\$15/ft
Drums	\$110/ea
Gravel	\$15/bag
Perf pipe - 3"	\$5/ft
PVC - 2" screen	\$10/ft
PVC - 2" riser	\$7/ft
Quickset concrete	\$30/ea
Sand	\$25/bag
Traffic rated well box	\$120/ea
Visqueen	\$200/box

**Other materials and supplies available*



1550 E. Saint Gertrude Place
 Santa Ana, California 92705
 (800) 327-8844

Ninyo & Moore Environmental
 2024 Prevailing Wage Rates
 03/04/2024

Traffic Control Services in Support of Field Operations	Prevailing Wage Rates		
Service Description	Weekday	2024	UOM
Set & Leave Lane Closure: Includes same-day closure set and removal, 1 technician, 1 traffic control vehicle, and all necessary traffic control devices for the scope of work. 4 hours port to port.	M-F	\$960.00	Day
	Saturday	\$1,085.00	Day
	Sunday	\$1,205.00	Day
Monitored Lane Closure: Includes closure set, monitoring and removal, 1 technician, 1 traffic control vehicle, and all necessary traffic control devices for the scope of work. 8 hours port to port.	M-F	\$1,235.00	Day
	Saturday	\$1,505.00	Day
	Sunday	\$1,725.00	Day
Set & Leave Lane Closure: Includes same-day closure set and removal, 2 technicians, 2 traffic control vehicles, and all necessary traffic control devices for the scope of work. 4 hours port to port.	M-F	\$1,715.00	Day
	Saturday	\$1,900.00	Day
	Sunday	\$2,125.00	Day
Monitored Lane Closure: Includes closure set, monitoring and removal, 2 technicians, 2 traffic control vehicles, and all necessary traffic control devices for the scope of work. 8 hours port to port.	M-F	\$2,470.00	Day
	Saturday	\$3,000.00	Day
	Sunday	\$3,440.00	Day
Set & Leave Lane Closure: Includes same-day closure set and removal, 3 technicians, 3 traffic control vehicles, and all necessary traffic control devices for the scope of work. 4 hours port to port.	M-F	\$2,445.00	Day
	Saturday	\$2,835.00	Day
	Sunday	\$3,165.00	Day
Monitored Lane Closure: Includes closure set, monitoring and removal, 3 technicians, 3 traffic control vehicles, and all necessary traffic control devices for the scope of work. 8 hours port to port.	M-F	\$3,705.00	Day
	Saturday	\$4,495.00	Day
	Sunday	\$5,160.00	Day
Set Temporary No Parking Zone: Includes 1 technician, 4 hours port to port. Temporary no parking zone to be removed the day closure is performed, or a \$160.00 pick-up charge will apply. <i>Temporary no parking signs \$2.00 ea and rental of delineators \$.75 epd.</i>	M-F	\$525.00	Day
	Saturday	\$1,085.00	Day
	Sunday	\$1,190.00	Day
Prevailing Wage Overtime: Hours 9-12 Monday - Friday When daily onsite hours exceed 8 hours. Per hour, per technician.	M-F	\$170.00	Hour
	Saturday	\$240.00	Hour
Prevailing Wage Double Time: Hours 12+ and Sunday When daily onsite hours exceed 12 hours. Per hour, per technician.	M-F	\$255.00	Hour
	Sunday	\$255.00	Hour
Standard Overtime: When daily onsite hours are exceeded. Port to port: Per hour, per technician.	M-F	\$115.00	Hour
	Saturday	\$155.00	Hour
	Sunday	\$155.00	Hour
Fuel Surcharge: Per mile, per dispatch.	ALL	\$0.67	Mile

Respectfully Submitted By: Sitina Vaea

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.

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

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

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- mentioned
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).

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