

Contract Boilerplates

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- Engineering Services Agreement boilerplate (*MS Word*)

Introduction

RCTD currently has two versions of the Engineering Services Agreements boilerplate. One is for Project-specific & Multi-phase contracts and one is for On-call contracts. Both versions are provided as MS Word files but only the Project-specific & Multi-phase template is printed in this Appendix C.

These boilerplates include the appropriate terms and conditions to make the agreements compliant with federal, state and local regulations and facilitate the quick preparation of contract documents.

Each Engineering Services Agreement boilerplate consists of the following four sections:

- Main Body: Parties, Conditions, Performance, Compensation
- Appendix A: Scope of Services
- Appendix B: Schedule of Services
- Appendix C: Budget

The Main Body is intended to require only minor modification. The scope of Services negotiated with the consultant will need to be formatted consistent with the attached Appendix A template and will be included in the agreement. The Schedule of Services form is typically a one-page form and identifies the date for terminating the agreement and dates for some of the major milestones and/or deliverables. Appendix C, Budget provides some of the terms related to progress payments and should have the final negotiated Fee Proposal & Man-hour worksheets appended to the backend.

SIGNATURE REQUIREMENTS

LIMITED PARTNERSHIP

If the signatory or entity is a Limited Partnership, a copy of the LP-1 (filed with the State) which designates the general partner, is required. The agreements should be signed by the General Partner(s) and accompanied by Articles of Limited Partnership.

GENERAL PARTNERSHIP

If the signatory or entity is a general partnership, a copy of the partnership agreement is required. The signatures should be of one or more partners, accompanied by some indication of his/her/their authority to bind the remaining partners (Articles of Co-Partnership, partnership Resolution authorizing fewer than all the partners' signatures to bind the remaining partners, etc.).

DOMESTIC CORPORATION

If the signatory or entity is a corporation, the signatures of two corporate officers (the president, vice president, secretary, assistant secretary, Chief Financial Officer (i.e. treasurer), or assistant treasurer) are required on the agreements. The signatures must be in the following combination: president or vice president AND secretary, treasurer or CFO. For example, the signatures of a president and a vice president would be insufficient. If signed by a single corporate officer, a corporate resolution, authorizing the one officer to bind the corporation, signed by the Board of Directors of the corporation is required. The corporate resolution must authorize the signator to sign the bonds/agreements on behalf of the corporation. A statement of the officers of the corporation (without specific language authorizing them to sign on behalf of the corporation) is insufficient. Verification that the corporation is in good standing should also be required/reviewed.

FOREIGN CORPORATION

If the entity executing the agreements is a Foreign Corporation (not incorporated within the State of California), a copy of the Statement by Foreign Corporation (filed with the State of California) should also be included. The agreement should be executed as for a DOMESTIC CORPORATION, above.

LIMITED LIABILITY CORPORATION

If the signatory or entity is a Limited Liability Corporation, a copy of the Operating Agreement for the Limited Liability Corporation is required, and if available, a copy of the Statement of Information filed with the State designating the managing member of the Limited Liability Corporation is requested. The managing member of the Limited Liability Corporation may sign on behalf of the Limited Liability Corporation. If there is no designated managing member, the Operating Agreement will need to be reviewed to determine who can sign on behalf of the Limited Liability Corporation or how authorization to bind the Limited Liability Corporation in transactions can be obtained.

SIGNATORIES THAT ARE A COMBINATION OF LEGAL ENTITIES

If the signatory or entity, for example, is a Limited Liability Corporation, with a managing member that is a limited partnership, whose general partner is a corporation, all of the documentation and information requested above for each of these entities should be required for approval.

Federal Project No. <Delete if N/A>

Caltrans EA No. <Delete if N/A>

Contract No. _____

Riverside County Transportation

ENGINEERING SERVICES AGREEMENT

for

< Services >

between

County of Riverside • Transportation Department

and

< Engineer >



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1 **C. COUNTY/AGENCIES Standards**

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

5 **ARTICLE IV • CONDITIONS**

6 **A. Notifications**

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

12 **B. Assignment**

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

15 **C. Subcontracts**

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

25 **D. Modifications**

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

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

E. COUNTY Directives

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

F. Liability

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

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

- 3 6. COUNTY and ENGINEER agree that plans, drawings or other work products prepared by ENGINEER are
4 for the exclusive use of COUNTY and will be used by COUNTY for the project for which they were
5 specifically designed. ENGINEER shall not be responsible for use of such plans, drawings or other work
6 products if used on a different project without the written authorization or approval by ENGINEER.
- 7 7. ENGINEER acknowledges that the plans, drawings and/or other work products may be used by COUNTY
8 for the PROJECT regardless of any disputes that may develop between ENGINEER and COUNTY. All
9 plans, drawings, or other work product shall be deemed the sole and exclusive property of COUNTY and
10 ownership thereof is irrevocably vested in COUNTY whether the PROJECT is executed or not.
- 11 8. ENGINEER, and the agents and employees of ENGINEER, in the performance of this contract, shall act
12 in an independent capacity and not as officers, employees or agents of COUNTY.

13 **G. Indemnification and Defense**

- 14 1. The ENGINEER agrees to and shall indemnify and hold harmless the County of Riverside, its Agencies,
15 Districts, Departments and Special Districts, their respective directors, officers, Board of Supervisors,
16 elected and appointed officials, employees, agents and representatives (hereinafter individually and
17 collectively referred to as "Indemnitees") from all liability, including, but not limited to loss, suits, claims,
18 demands, actions, or proceedings caused by any alleged or actual negligence, recklessness, willful
19 misconduct, errors or omissions of ENGINEER, its directors, officers, partners, employees, agents or
20 representatives or any person or organization for whom ENGINEER is responsible, arising out of or from
21 the performance of services under this Agreement. To the extent a loss, suit, claim, demand, action, or
22 proceeding is based on actual or alleged acts or omissions of ENGINEER which are not design
23 professional services, ENGINEER shall indemnify Indemnitees whether or not ENGINEER is negligent.
- 24 2. The duty to indemnify does not include loss, suits, claims, demands, actions, or proceedings caused by
25 actual negligence of Indemnitees; however, any actual negligence of Indemnitees will only affect the duty
26 to indemnify for the specific act found to be negligence, and will not preclude a duty to indemnify for any
27 act or omission of ENGINEER.
- 28 3. ENGINEER shall defend and pay, at its sole expense, all costs and fees, including but not limited to
29 attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or

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

- 8 4. The specified insurance provisions and limits required in this contract shall in no way limit or circumscribe
9 ENGINEER'S obligations to indemnify and hold harmless Indemnitees from third party claims.
- 10 5. In the event there is conflict between the indemnity and defense provisions and California Civil Code
11 Sections 2782 and 2782.8, the indemnity and defense provisions shall be interpreted to comply with Civil
12 Code sections 2782 and 2782.8.

13 **H. Quality Control**

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

25 **I. Value Engineering**

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

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

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

7 **J. Extra Work**

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

16 **K. Disputes**

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

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

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

5 **L. Termination Without Cause**

- 6 1. COUNTY reserves the right to terminate this contract at COUNTY's discretion and without cause, upon
7 thirty (30) calendar days written notice to ENGINEER.
- 8 2. In the event of termination of the Agreement, upon demand, ENGINEER shall deliver to COUNTY all field
9 notes, surveys, studies, reports, plans, drawings, specifications, and all other materials and documents
10 prepared by or provided to ENGINEER in the performance of this contract. All such documents and
11 materials shall be property of COUNTY.
- 12 3. In the event that this contract is terminated, ENGINEER is entitled to full payment for all services
13 performed up to the time written notice of contract cancellation is received by ENGINEER. Payment shall
14 be made for services performed to date based upon the percentage ratio that the basic services
15 performed bear to the services contracted for, less payments made to date; plus any amount for
16 authorized, but unpaid, extra work performed and costs incurred.

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

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

23 **N. Insurance**

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

1 1. Workers' Compensation:

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

7 2. Commercial General Liability:

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

15 3. Vehicle Liability:

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

21 4. Professional Liability

22 ENGINEER shall maintain Professional Liability Insurance providing coverage for the ENGINEER's
23 performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per
24 occurrence and \$2,000,000 annual aggregate. If ENGINEER's Professional Liability Insurance is written
25 on a claims made basis rather than an occurrence basis, such insurance shall continue through the term
26 of this Agreement and ENGINEER shall purchase at his sole expense either 1) an Extended Reporting
27 Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a
28 retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through
29 Certificates of Insurance that ENGINEER 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 California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

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

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

1 endorsements and any and all other attachments as required in this Section. An individual authorized
2 by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and
3 the Certificate of Insurance.

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

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

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

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

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

19 **O. Conflict of Interest**

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

1 **P. Legal Compliance**

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

6 **Q. Nondiscrimination**

7 1. During the performance of this contract, ENGINEER and its Subcontractors shall not act unlawfully
8 against any employee or applicant for employment because of race, religion, color, national origin,
9 ancestry, physical handicap, medical condition, marital status, age or sex. ENGINEER and
10 Subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government
11 Code, Section 12900 et seq.) and applicable regulations promulgated thereunder (California
12 Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment
13 and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of
14 Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference
15 and made a part hereof as if set forth in full. ENGINEER and its Subcontractors shall give written notice
16 of their obligations under this clause to labor organizations with which they have a collective bargaining or
17 other agreement.

18 2. ENGINEER will provide all information and reports required by the Regulations, or orders and instructions
19 issued pursuant thereto, and will permit access to its books, records, accounts, other sources of
20 information, and its facilities as may be determined by COUNTY or AGENCIES to be pertinent to
21 ascertain compliance with such Regulations, orders and instructions. Where any information required of
22 ENGINEER is in the exclusive possession of another who fails or refuses to furnish this information,
23 ENGINEER shall so certify to COUNTY, or the Federal Highway Administration as appropriate and shall
24 set forth what efforts he has made to obtain the information.

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

- 28 • Withholding of payments to ENGINEER under the contract until ENGINEER complies;
- 29 • Cancellation, termination, or suspension of the contract in whole or in part.

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

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

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

1 determined by the Director of the California Department of Industrial Relations for similar classifications of
2 labor, the ENGINEER and subcontractors shall pay not less than the higher wage rate. The Department
3 will not accept lower State wage rates determinations. This includes “helper” (or other classifications
4 based on hours of experience) or any other classification not appearing in the Federal wage
5 determinations. Where Federal wage determinations do not contain the State wage rate determination
6 otherwise available for use by the ENGINEER and subcontractors, the ENGINEER and subcontractors
7 shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the
8 employees in question.

9 **S. Review and Inspection**

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

12 **T. Record Retention / Audits**

- 13 1. ENGINEER’s and subconsultants’ contracts, including cost proposals and indirect cost rates (ICR), are
14 subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR
15 Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review,
16 the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify
17 compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR
18 Audit Workpaper Review, it is ENGINEER’s responsibility to ensure federal, state, or local government
19 officials are allowed full access to the CPA’s workpapers. The contract, cost proposal, and ICR shall be
20 adjusted by ENGINEER and approved by COUNTY contract manager to conform to the audit or review
21 recommendations. ENGINEER agrees that individual terms of costs identified in the audit report shall be
22 incorporated into the contract by this reference if directed by COUNTY at its sole discretion. Refusal by
23 ENGINEER to incorporate audit or review recommendations, or to ensure that the Federal, State, or local
24 governments have access to CPA workpapers, will be considered a breach of contract terms and cause
25 for termination of the contract and disallowance of prior reimbursed costs.
- 26 2. ENGINEER, Subcontractors, and COUNTY shall maintain all books, documents, papers, accounting
27 records, and other evidence pertaining to the performance of the contract, but not limited to, the costs of
28 administering the contract. All parties shall make such materials available at their respective offices at all
29 reasonable times during the contract period and for ten years from the date of final payment under the

1 contract or ten years from project closeout, whichever is later.

- 2 3. COUNTY, Caltrans, the State Auditor General, FHWA or any duly authorized representative of the
3 Federal Government shall have access to any books, records, and documents of ENGINEER that are
4 pertinent to the contract for audits, examinations, excerpts, and transactions, and copies thereof shall be
5 furnished if requested.

6 **U. Rebates, Kickbacks, or Other Unlawful Consideration**

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

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

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

1 transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required
2 certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for
3 each such failure.

- 4 3. ENGINEER also agrees by signing this document that he or she shall require that the language of this
5 certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub
6 recipients shall certify and disclose accordingly.

7 **W. Ownership of Data**

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

11 **X. Confidentiality of Data**

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

27 **Y. Funding Requirements**

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

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

ARTICLE V • PERFORMANCE

A. Performance Period

1. This contract shall begin upon notification to proceed by the COUNTY PROJECT MANAGER.
2. ENGINEER is advised that any recommendation for contract award is not binding on COUNTY until the proposed contract is fully executed and approved by COUNTY.
3. ENGINEER shall perform PROJECT services in accordance with the provisions set forth in Appendix B, Schedule of Services, which is attached hereto and incorporated herein by reference.
4. Where ENGINEER 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 to offer comments prior to final submission.
5. When COUNTY determines that ENGINEER has satisfactorily completed the PROJECT services, COUNTY may give ENGINEER a written Notice of Final Acceptance. ENGINEER shall not incur any further costs hereunder unless so specified in the Notice of Final Acceptance. ENGINEER may request a Notice of Final Acceptance determination when, in its opinion, it has satisfactorily completed all covenants as stipulated in this contract.
6. Time is of the essence in this contract.

B. Time Extensions

1. Any delay in providing PROJECT services required by this contract occasioned by causes beyond the control and not due to the fault or negligence of ENGINEER, shall be the reason for granting an extension of time for the completion of the aforesaid work. When such delay occurs, ENGINEER 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 ENGINEER it's civil legal remedies in the event of a dispute.

C. Reporting Progress

1. As part of the monthly invoice ENGINEER shall submit a progress report in accordance with COUNTY Engineering Services Progress Reporting Guidelines. Progress Reports shall indicate the progress achieved during the previous month in relation to the Schedule of Services. Submission of such progress report by ENGINEER shall be a condition precedent to receipt of payment from COUNTY for each monthly invoice submitted.

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

D. Evaluation of ENGINEER

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

ARTICLE VI • COMPENSATION

A. Work Authorization

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

B. Basis of Compensation

1. PROJECT services as provided under this contract and as described in the Scope of Services, shall be compensated for as defined in Appendix C, Budget, which is attached hereto and incorporated herein by reference. The total amount of the contract is not to exceed \$00.00 and reimbursement is to be made at actual cost plus fixed fee for the following contractors:

- Prime \$00.00
- Sub \$00.00
- Sub \$00.00

If a contingency budget is provided, COUNTY shall hold such contingency in reserve for unforeseen Extra Work that may arise during the performance of this agreement. Contingency budget shall only be used at

1 the discretion of the COUNTY PROJECT MANAGER, and with prior written authorization by the COUNTY
2 PROJECT MANAGER.

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

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

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

12 4. Any equipment purchased as a result of this contract is subjected to the following: ENGINEER shall
13 maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a
14 useful life of at least two years and an acquisition cost of \$500 or more. If the purchased equipment
15 needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit. At the
16 conclusion of the contract or if the contract is terminated, ENGINEER may either keep the equipment and
17 credit COUNTY in an amount equal to its fair market value or sell such equipment at the best price
18 obtainable at a public or private sale in accordance with established COUNTY procedures and credit
19 COUNTY in an amount equal to the sales price. If ENGINEER elects to keep the equipment, fair market
20 value shall be determined, at ENGINEER's expense, on the basis of a competent independent appraisal
21 of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable by COUNTY, and
22 ENGINEER. If it is determined to sell the equipment, the terms and conditions of such sale must be
23 approved in advance by COUNTY and AGENCIES.

24 5. The consideration to be paid ENGINEER, as provided herein, shall be in compensation for all of
25 ENGINEER's expenses incurred in the performance hereof, including travel and per diem, unless
26 otherwise expressly so provided.

27 6. ENGINEER agrees that the Contract Cost Principles and Procedures, CFR 48, Federal Acquisition
28 Regulations Systems, Chapter 1, Part 31, shall be used to determine the allowability of individual items of
29 cost.

7. ENGINEER also agrees to comply with Federal procedures in accordance the Code of Federal Regulations Section 49, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

8. In the event of errors or omissions in the plans for PROJECT, ENGINEER shall perform the necessary engineering services required to correct such errors and omissions without additional charge to COUNTY.

C. Progress Payments

1. ENGINEER shall submit monthly invoices for PROJECT Services in accordance with Appendix C, Budget, and in accordance with COUNTY Engineering Services Invoicing Procedures.

2. ENGINEER shall submit an invoice each month for PROJECT services performed during the preceding month. Invoices shall be submitted to the COUNTY PROJECT MANAGER and shall be included with a Progress Report covering the same period as the submitted invoice.

3. Progress payments will be based on PROJECT services provided and actual costs incurred. Payments made prior to the completion of each phase will not exceed the amount allowed in ENGINEER's cost proposal for the completion of that phase and prior phases, unless approved in writing by the COUNTY PROJECT MANAGER..

4. Progress payments will be made as promptly as fiscal procedures will permit upon receipt by the COUNTY PROJECT MANAGER of itemized invoices.

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

ARTICLE VII • GIS INFORMATION

A. "GIS Information" shall include GIS digital files (including the information or data contained therein) and any other information, data, or documentation from County GIS (regardless of medium or format) that is provided pursuant to this contract.

B. ENGINEER acknowledges that the unauthorized use, transfer, assignment, sublicensing, or disclosure of the GIS information, documentation, or copies thereof will substantially diminish their value to COUNTY. ENGINEER acknowledges and agrees that COUNTY GIS information is a valuable proprietary product, embodying substantial creative efforts, trade secrets, and confidential information and ideas. COUNTY GIS

1 information is and shall remain the sole property of COUNTY; and there is no intention of COUNTY to transfer
2 ownership of COUNTY GIS information.

3 C. COUNTY GIS information is made available to ENGINEER solely for use in the normal course of
4 ENGINEER's business to produce reports, analysis, maps and other deliverables only for this PROJECT and
5 as described within the Scope of Services.

6 D. ENGINEER agrees to indemnify and hold harmless COUNTY, its officers, employees and agents from any
7 and all liabilities, claims, actions, losses or damages relating to or arising from ENGINEER's use of COUNTY
8 GIS information.

9 E. GIS information cannot be used for all purposes; and GIS information may not be complete for all purposes.
10 Additional investigation or research by ENGINEER into other sources will be required. GIS information is
11 intended only as an information base and is not intended to replace any legal records. COUNTY has used
12 and will continue to use its best efforts to correctly input into COUNTY GIS the information contained in
13 various legal and other records; but COUNTY accepts no responsibility for any conflict with actual legal
14 records or for information not transferred from legal records to COUNTY GIS. COUNTY has attempted to
15 update GIS information as often as is practically feasible. However, ENGINEER should be aware that GIS
16 information may not be current and changes or additions to the information contained in COUNTY GIS may
17 not yet be reflected in COUNTY GIS.

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

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

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ARTICLE VIII • APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

_____ Dated: _____

JUAN C. PEREZ

Director of Transportation and Land Management

APPROVED AS TO FORM:

PAMELA J. WALLS, COUNTY COUNSEL

_____ Dated: _____

By Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

_____ Dated: _____

PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

_____ Dated: _____

KECIA HARPER-IHEM

Clerk of the Board (SEAL)

ENGINEER Approvals

ENGINEER:

_____ Dated: _____

PRINTED NAME

TITLE

ENGINEER:

_____ Dated: _____

PRINTED NAME

TITLE

APPENDIX A • ARTICLE AI • INTRODUCTION

A. PROJECT DESCRIPTION

< description >

B. LOCATION

< written description or vicinity map>

C. COORDINATION

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

- < list of agencies proposed for coordination >

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

D. PHASES

The services performed by ENGINEER will be accomplished in < # > Phases:

< list of phases this contract is broken down into >

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

E. STANDARDS

< identify standards to be used for the contract >

All Documents shall be prepared using English standards and dimensions.

F. KEY PERSONNEL

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

< list of key personnel >

ARTICLE AII • SERVICES TO BE PROVIDED

A. CONTRACT DELIVERABLES

< provide a list of all contract deliverables along with the task and phase the deliverable is associated with >

B. PHASE I SERVICES

< provide the scope of services here >

APPENDIX B • ARTICLE BI • INTRODUCTION

The Engineer shall perform the covenants set forth in Appendix A, Scope of Services in accordance with the performance requirements of Article V of this agreement and with the following Schedule of Services. All Covenants set forth in this agreement shall be completed by < expiration date >, unless extended by supplemental agreement.

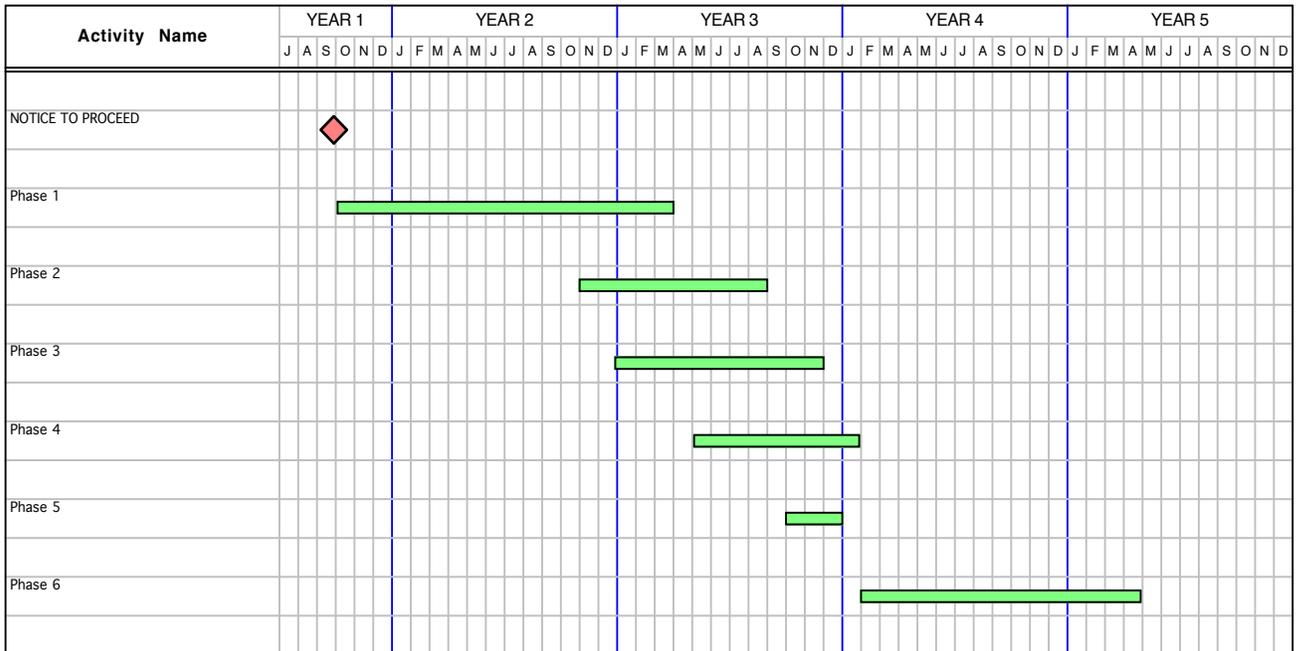
A. PHASES

The Schedule is divided into the following < # > phases:

- 1. < list phases here >

B. GANTT CHART

A gantt chart is provided below that graphically illustrates the sequencing and completion time for the project phases. < place a table or gantt chart as shown in the sample below >



Satisfactory performance and completion of the Services under this Agreement shall be compensated based upon actual costs plus a fixed fee. COUNTY will reimburse ENGINEER for actual costs (including labor costs, overhead, and other direct costs) incurred by ENGINEER in performance of the work, exclusive of any fixed fee. A prorata portion of ENGINEER's fixed fee shall be included in the progress payments. Actual costs shall not exceed the estimated costs without prior written agreement between COUNTY and ENGINEER.

APPENDIX C • ARTICLE CI • ELEMENTS OF COMPENSATION

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

A. DIRECT LABOR COSTS

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

1. Direct Salary Costs

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

2. Multiplier

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

PAYROLL ADDITIVES < # > %

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

OVERHEAD COSTS < # > %

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

TOTAL MULTIPLIER..... < # > %
(sum of Payroll Additives and Overhead Costs)

B. FIXED FEE

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

C. OTHER DIRECT EXPENSES

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

Rates for identified Additional Direct Costs are as follows:

Item	Rate	Unit
------	------	------

< list direct costs with rates here >

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

D. OUTSIDE SERVICES

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

ARTICLE CII • DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs, are given below and are subject to the following:

A. PREMIUM OVERTIME

Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this

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

B. SALARY RATES

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

POSITION OR CLASSIFICATION MAXIMUM HOURLY RATES

Project Manager < \$ # > hour

< list other positions > < \$ # > hour

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

ARTICLE CIII • INVOICING

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

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

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

ARTICLE CIV • PAYMENT

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

3 **ARTICLE CV • COST PROPOSAL**

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

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