

CITY OF COACHELLA

PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this this 25th day of April, 2019 by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 1515 6th Street, Coachella, California 92236 (“City”) and **Angenious Engineering Services, Inc.** with its principal place of business at 16 Egret Lane, Aliso Viejo, California 92656. City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing [Preliminary Engineering, Project Report/Environmental Document, Plans, Specifications and Estimates, and Construction Management, Materials Testing, Construction Surveying and Public Outreach] services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for the **Dillon Road Bridge over Coachella Valley Stormwater Channel Project (City Project No. 2019-ST-109)** as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional engineering consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Performance Period.

A This Agreement shall go into effect on April 25th, 2019, contingent upon approval by City, and Consultant shall commence work after notification to proceed by City’s Agreement Administrator. The Agreement shall end on June 30, 2022, unless extended by Agreement amendment.

- B Consultant is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by City.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows:

Andy Cheah-Project Manager.

3.2.5 City's Representative. The City hereby designates Jonathan Hoy, PE-City Engineer, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her

designee.

3.2.6 Consultant's Representative. Consultant hereby designates Andy Cheah, PE-Project Manager, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8.1. Period of Performance. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Period"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones").

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its

officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1. Statement of Compliance.

- A Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B During the performance of this Agreement, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- C The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of

equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

3.2.9.2. Debarment and Suspension Certification.

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

3.2.10 Insurance.

- 3.2.10.1. Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subagreement until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.
- 3.2.10.2. Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same

insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

A Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

B Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: One Million Dollars (\$1,000,000) per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3. Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of three (3) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 per claim, and shall include contractual liability for liability Consultant would have in the absence of a contract, only.

3.2.10.4. Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

A General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess

of the Consultant's insurance and shall not be called upon to contribute with it in any way.

B Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

C Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

D All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.10.5. Separation of Insureds; No Special Limitations. All insurance required by this section, with the exception of Professional Liability, shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.10.6. Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.2.10.7. Acceptability of Insurers. Insurance is to be placed with insurers with

a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

- 3.2.10.8. Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 3.2.10.9. Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.
- 3.2.10.10. Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Allowable Costs and Payments.

- A The method of payment for this Agreement will be based on actual cost plus a fixed fee. City will reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the work. Consultant will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant Cost Proposal in Exhibit C, unless additional reimbursement is provided for by Agreement amendment. In no event, will Consultant be reimbursed for overhead costs at a rate that exceeds City's approved

overhead rate set forth in the Cost Proposal. In the event, that City determines that a change to the work from that specified in the Cost Proposal and Agreement is required, the Agreement time or actual costs reimbursable by City shall be adjusted by Agreement amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by Agreement amendment.

- B In addition to the allowable incurred costs, City will pay Consultant a fixed fee of **forty-six thousands one hundred and sixty-five dollars and seventy-eight cents (\$46,165.78)**. The fixed fee is nonadjustable for the term of the Agreement, except in the event of a significant change in the scope of work and such adjustment is made by Agreement amendment.
- C Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- D When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Agreement Administrator before exceeding such cost estimate.
- E Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of Consultant's fixed fee will be included in the monthly progress payments. If Consultant fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, City shall have the right to delay payment or terminate this Agreement in accordance with the provisions in Section 3.5.1.
- F No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.
- G Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by City's Agreement Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number and project title. Final invoice must contain the final cost and all credits due City including any equipment purchased under the provisions of Section 3.7 Equipment Purchase of this Agreement. The final invoice should be submitted within 60 calendar days after completion of Consultant's work. Invoices shall be mailed to City's Agreement Administrator at the following address:

Johnathan Hoy
1515 Sixth Street, Coachella, CA 92236

- H The total amount payable by City including the fixed fee shall not exceed **one million one hundred and ninety-six thousands one hundred and three dollars and fifty-six cents (\$1,196,103.56)**.
- I Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by City's Agreement Administrator.
For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.
- J All subagreements in excess of \$25,000 shall contain the above provisions.

3.3.2 Cost Principles and Administrative Requirements.

- A Consultant agrees that the Agreement Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B Consultant also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to City.

3.3.3 State Prevailing Wage Rates.

- A Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B Any subagreement entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.
- C When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

3.4 Accounting Records.

3.4.1 Retention of Records/Audit. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and the City shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, the City, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

3.4.2 Audit Review Procedures.

- A Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by Agreement, shall be reviewed by City's Finance Director.
- B Not later than 30 days after issuance of the final audit report, Consultant may request a review by City's Finance Director of unresolved audit issues. The request for review will be submitted in writing.
- C Neither the pendency of a dispute nor its consideration by City will excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.
- D Consultant and subconsultant agreements, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a Agreement audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by Consultant and approved by City Agreement manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by City at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

3.5 General Provisions.

3.5.1 Termination.

- A City reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to Consultant with the reasons for termination stated in the notice.
- B City may terminate this Agreement with Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, City may proceed with the work in any manner deemed proper by City. If City terminates this Agreement with Consultant, City shall pay Consultant the sum due to Consultant under this Agreement prior to termination, unless the cost of completion to City exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.
- C The maximum amount for which the City shall be liable if this Agreement is terminated is **one million one hundred and ninety-six thousands one hundred and three dollars and fifty-six cents (\$1,196,103.56).**
- D If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.
- E If this Agreement is terminated for convenience, Consultant shall be compensated only for those Services which have been adequately rendered to City. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

City:

City of Coachella
1515 6th Street
Coachella, CA 92236
Attn: Jonathan Hoy, PE
City Engineer

Consultant:

Angenious Engineering Services, Inc.
16 Egret Ln
Aliso Viejo, CA 92656
Attn: Andy Cheah, PE
Project Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1. Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

3.5.3.2. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City’s name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney’s Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney’s fees and all other costs of such action.

3.5.6 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of City’s choosing), indemnify and hold the City and Dillon Road Joint Powers Authority (JPA), its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of

any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subconsultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self- insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.23 Conflict of Interest.

- A Consultant shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this Agreement, or any ensuing City construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing City construction project, which will follow.
- B Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
- C Any subagreement in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.

3.5.24 Rebates, Kickbacks or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any City employee. For breach or violation of this warranty, City shall have the right in its discretion; to terminate the Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

3.5.25 Prohibition of Expending City State or Federal Funds for Lobbying.

- A Consultant certifies to the best of his or her knowledge and belief that:
 - 1 No state, federal or City appropriated funds have been paid, or will be paid by-or-on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal Agreement; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal Agreement, grant, loan, or cooperative Agreement.
 - 2 If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal Agreement, grant, loan, or cooperative Agreement; Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this

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

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

3.6 Subcontracting.

- A Nothing contained in this Agreement or otherwise, shall create any contractual relation between City and any subconsultant(s), and no subagreement shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to City for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from City's obligation to make payments to the Consultant.
- B Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by City's Agreement Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by City.
- D Any subagreement in excess of \$25,000 entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.
- E Any substitution of subconsultant(s) must be approved in writing by City's Agreement Administrator prior to the start of work by the subconsultant(s).

3.7 Equipment Purchase.

- A Prior authorization in writing, by City's Agreement Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subagreement exceeding \$5,000 for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.
- B For purchase of any item, service or consulting work not covered in Consultant Cost Proposal and exceeding \$5,000 prior authorization by City's Agreement Administrator; three competitive quotations must be

submitted with the request, or the absence of bidding must be adequately justified.

- C Any equipment purchased as a result of this Agreement is subject to the following: “Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, City shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, Consultant may either keep the equipment and credit City in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established City procedures; and credit City in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant’s expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by City and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by City.” 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

CITY OF COACHELLA


Consultant:

Angenious Engineering Services, Inc.


(Check One: ☐ Individual ☐ Partnership ☒ Corporation

Corporations require two signatures: (A) Operational group: Chairman of the board, president or vice president, and (B) Financial group: Secretary, assistant secretary, chief financial officer or assistant treasurer.

By:


William Pattison
City Manager

By:


Soon "Andy" Cheah
Secretary

Date:

5/14/2019

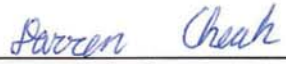
Date:

4/24/2019

Approved As to Form:


Carlos Campos, City Attorney

By:


Darren Cheah
President


Date:

5/14/2019

Date:

4/24/2019

Attest:


City Clerk
Deputy

Date:

5/14/2019

EXHIBIT “A”

SCOPE OF SERVICES

SCOPE OF WORK

The Scope of Work generally includes preliminary and design engineering, environmental document, and project management services necessary to pursue CEQA and NEPA environmental approvals, as well as the completion of a design for a new structural bridge spanning over CVSC and roadway approaches on both ends.

It is anticipated that the Scope of Work will include: preparation of the Engineer's Report/Environmental Document ("ER/ED"); and optional services for delivering the Plans, Specifications and Estimate (PS&E) Package, support services for Right-of-Way (ROW) Engineering, and Construction Management services including preparation of the as-built package.

The plans, designs, reports, and other documents furnished under this Scope of Work will be of a quality acceptable to the City, Bureau of Indian Affairs (BIA), and Caltrans Local Assistance. Criteria for acceptance of the deliverables will include a neat appearance, coherent organization, incorporation of City review comments, and meeting all contract requirements as well as being free of grammatical and technical errors.

The following Scope of Work represents the minimum effort needed to complete the Project. Offerors should review the listed tasks in detail and are encouraged to add additional tasks and propose enhancements or procedural/technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the Project.

Design Standards

1. Roadway design shall be in accordance with the American Association of State Highway Transportation Officials' (AASHTO) *A Policy on Geometric Design of Highways and Streets*, latest edition; City Standard Drawings, and City Master Plan of Streets, City Circulation Element; and City standard practices.
2. Bridge design shall be in accordance with Caltrans' *Bridge Design Specifications Manual* and other Caltrans bridge design standards.
3. Specifications shall be in accordance with the City standard bid documents and the American Public Works Association "Greenbook" (Standard Specifications for American Public Works Construction) and Caltrans standard specifications for bridge construction only; all latest editions.
4. All dimensions shall be in English Unit.

PHASE I – PRELIMINARY ENGINEERING/ENVIRONMENTAL DOCUMENT PHASE

Task 1 – Project Management (All Phases)

Administration

The Consultant will establish and apply internal accounting methods and procedures acceptable to the City for documenting and monitoring contract costs.

- The Consultant will submit a consolidated monthly invoice in a format acceptable to the City broken down in a manner consistent with the Work Plan (see below). The Consultant shall include with the monthly invoice a progress report that reflects the work completed within the invoice period.
- The Consultant will provide the City with copies of written correspondence between the Consultant and third parties pertaining specifically to the Project.
- The Consultant will maintain project files in accordance with its Work Plan.

SCOPE OF WORK

Coordination and Meetings

The Consultant's Project Manager will take the lead in the coordination of all project activities, including coordination with other agencies, deliverables submissions, permits, and similar coordination efforts consistent with the Scope of Work.

- The Consultant shall conduct a project kick-off meeting with the City, and Dillon Road Joint Powers Authority (JPA) staff. The Consultant will present the Work Plan, introduce the project team, request information, and conduct other similar activities. The Consultant shall prepare and distribute kick-off meeting minutes.
- The Consultant shall schedule, attend, and conduct monthly Project Development Team (PDT) meetings throughout the work. The Consultant shall prepare and distribute PDT meeting minutes to all PDT members.
- The Consultant shall attend other meetings as required (e.g., CVWD coordination, utility company, other agencies)
- Through the Cabazon Band of Mission Indians and the Twenty-Nine Palms Band of Mission Indians Tribal Governments, the Consultant shall coordinate with Bureau of Indian Affairs (BIA) to execute the Scope of Work.

Quality Assurance and Quality Control

The Consultant will have a Quality Assurance and Quality Control Plan in effect for the duration of the scope of services. The plan will establish a process whereby all deliverables are checked prior to any formal submission and all job-related correspondence and memoranda are appropriately filed. An appointed Quality Assurance Officer will monitor and review project activities and deliverable schedules.

Project Schedule

The Consultant will prepare and periodically update a project schedule with tasks and milestones represented in Microsoft Project format. The Consultant will break down the schedule by logical tasks consistent with the Scope of Work and with enough detail to track project progress. Both a baseline schedule and tracking updates are required. The schedule must reflect realistic estimates of review periods by other agencies for tasks, such as reports, plans, permits, and coordination.

Deliverables:

The Consultant shall deliver the following:

- *Baseline project schedule and monthly schedule updates shall be in Microsoft Project 2013 (or more recent) (electronic PDF and hardcopy formats)*
- *Meeting Agendas and Minutes (electronic PDF and hardcopy formats).*
- *Quality Assurance and Quality Control Plan (electronic PDF and hardcopy formats)*
- *Monthly invoices and progress reports, copies of written correspondence (electronic or hardcopy format).*

Task 2 – State and Federal Funding Assistance

Prepare Funding Applications

The Consultant shall perform necessary preliminary engineering with supporting data and recommendations to assist on Funding Applications.

- The Consultant shall prepare funding applications per Caltrans' *Local Assistance Procedures Manual* (LAPM) to seek available funds.
- The Consultant shall conduct coordination meetings with the City staff, Caltrans and FHWA, including BIA as necessary.

SCOPE OF WORK

Task 3 – Preliminary Engineering

Surveys and Base Mapping

The Consultant shall perform design surveys to conform to the *Caltrans Surveys Manual*. The Consultant shall perform design survey for the Dillon Road Bridge at CVSC to the current Caltrans-required accuracy for contours to perform the design, establish the limits of the new ROW, and locate all existing utilities and the future location of the relocated utilities. The Consultant shall confirm required survey accuracy with Caltrans.

The Consultant shall provide base mapping suitable for design of the Project in the U.S. customary (English) unit and in digital format. Horizontal datum will be NAD 1983-1992, and vertical datum will be NAVD 1988. The Consultant shall be responsible to verify datum with Caltrans and the City. Surveys are to be in the U.S. customary (English) unit. The horizontal and vertical control shall be English.

Preliminary Engineering

The Consultant shall develop various viable alternatives and perform alignment studies to support the Engineer's Report and the ED preparation, including development of horizontal and vertical geometry, typical section, and cost. To support the engineering effort, the Consultant will study geology, advance structures, utilities, drainage, traffic capacity, traffic operations, traffic management, and all the tasks listed in Task 3.

Research of Record Information

The Consultant shall perform all research of agency records, as necessary, to secure the information, clearances, and/or plan review services required to identify, locate, and accurately lay out all of the underground improvements and easements, centerline, ROW, and private property lines.

The Consultant shall perform all research of private development plans adjacent to or affecting the Project site, as necessary, to secure the information, clearances, and/or plan review services required to identify, locate, and accurately lay out all of the underground improvements and easements, centerline, ROW, and private property lines.

The City will provide copies of available pertinent City records, such as survey ties, benchmarks, and street plans, which the City knowingly has in its possession.

Bridge Assessment

Utilizing the bridge as-built plans and inspection reports, the Consultant shall evaluate recommended maintenance activities and visit the jobsite to inspect and analyze the structure integrity. The Consultant shall identify any deficiencies/safety concerns and develop a final list of recommended maintenance activities based on the field reviews. The Consultant shall prepare a scoping report with supporting data for HBP funding application.

Develop Alternatives, Cost Estimates, and Schedules

The Consultant shall develop various alternatives that will satisfy project goals, be cost-effective, and avoid or minimize environmental and ROW effects. The alternatives need to be estimated, and a schedule needs to be prepared. The estimates, although preliminary, need to be factual.

The development of cost estimates requires consideration of the impacts of each alternative. The following areas should be examined for impacts and associated mitigating costs.

SCOPE OF WORK

Deliverables:

The Consultant shall deliver the following:

- *Surveys Aerial Base Mapping*
- *Preliminary Alternative Alignment Studies*
- *Rough Order of Magnitude Estimates*

Task 3 – Engineer’s Report (ER)

The Consultant shall prepare an Engineer’s Report similar to Caltrans Project Report format, as shown in Caltrans’ *Project Development Procedures Manual*, Chapter 12 and Appendix K.

The ER will include existing and forecasted traffic, design volumes, and accident data; current cost estimate; Exceptions to AASHTO Design Features.

The Consultant shall prepare the required engineering studies to support ER and ED preparation, including development of horizontal and vertical geometry, typical section, and cost. To support the engineering effort, the Consultant will study geology, advance structures, utilities, drainage, traffic capacity, traffic operations, and traffic management.

The Consultant shall prepare the ROW requirements map and data sheet with a rough order of magnitude estimate.

As part of the ER development, the Consultant shall prepare preliminary geometric plans and profiles. The Consultant shall identify potential geometric issues, nonstandard features, proposed bridge profiles, preliminary ROW requirements, and any other constraints.

Develop Alternatives

- **Viable Alternatives**

The Consultant shall study various project alternatives, including variations that will satisfy project goals, be cost-effective, and will avoid or minimize environmental and ROW impacts. The geometric designs shall support the development of the ER and ED. The design must be consistent with the City's General Plan document, and any other Specific Plan requirements in the Project area. The "no-build" alternative shall be discussed in the ER.

The engineering features of the alternative should include the following:

- Typical sections
- Horizontal and vertical alignment
- Summary – ROW widths
- Structural section requirements
- Drainage structures
- Non-motorized and pedestrian features
- Any other appropriate information

Alignment Study

The Consultant shall evaluate various project alternatives, including variations that will satisfy project goals, be cost effective, and will avoid or minimize environmental and ROW impacts. The geometric designs shall support development of the ER and ED. The design must be consistent with the City's General Plan document, and any other Specific Plan requirements in the Project area. The "no-build" alternative shall be discussed in the ER.

The engineering features of the alternative should include the following:

- Typical sections

SCOPE OF WORK

- Horizontal and vertical alignment
- Summary – ROW widths
- Structural section requirements
- Drainage structures
- Non-motorized and pedestrian features
- Any other appropriate information

Traffic Study

The Consultant shall perform traffic study for the Dillon Road bridge improvement project (project) over Coachella Valley Stormwater Channel (CVSC). The project limits extend from southbound SR-86/Dillon Road ramp intersection on the northern end, to Dillon Rd and Cabazon Rd/Avenue 48 intersection on the southern end. The purpose of this traffic study is to assess the project's existing and future year traffic demand and circulation. The traffic study/analysis shall take into account the future years required by the environmental document. The traffic analysis shall also take into account all on-going and all future planned transportation improvement projects including the SR-86 at Dillon interchange improvement project and the I-10 at Dillon interchange improvement project, within the project vicinity.

The Consultant shall utilize Synchro software to perform Traffic Operations and capacity analysis at the intersections along the Dillon Road corridor including the aforementioned relevant projects to determine the level of service (LOS). Synchro supports the Highway Capacity Manual (HCM) 6th Edition, 2010 and 2000.

The Synchro traffic study limits on Dillon Road will extend from the Van Buren Street/Avenue 48 intersection on the southside to the Vista Del Norte/Dillon Road intersection on the northside. The total length of this segment on Dillon Road is approximately 2.2 miles. The traffic study along this corridor should ensure that the proposed widening of Dillon Road between Cabazon Road/Avenue 48 and SR-86 (this Project) is analyzed in the context of its function within the regional street network.

The Consultant shall perform a total of 14 Synchro runs (10-intersection system) – 2 existing condition runs (AM and PM peak hours); 12 future condition runs (AM and PM peak hours, opening year of 2025 and horizon year of 2045, 3 alternative lane configurations) to demonstrate the current and projected traffic level of service for existing Dillon Road and proposed widening of Dillon Rd.

Traffic counts will be taken for roadway segments and intersections within the project limits including the immediately adjacent intersections. Traffic forecasts are to be prepared for the construction year (2025) and the design year (2045). The traffic forecasts should be consistent with the Riverside County Traffic Analysis Model (RIVTAM) and be refined to reflect the local roadway network detail and land use zones within the study area. Traffic forecasts for intersections where traffic counts are not performed will have to be extrapolated by the growth factor derived from the RIVTAM model.

In addition to analyzing traffic level of service, accident data/experience within the Project limits over a recent three-year period will be reviewed. The location, type of collision, and contributing factors will be analyzed to identify roadway design solutions that would reduce the number and/or severity of accidents. Accident records will be provided by Caltrans and/or local law enforcement agency. Consultant will organize the accident data in tabular and graphic form identifying location, type of collision, severity, and contributing factors.

SCOPE OF WORK

The Consultant shall prepare a report that summarizes the traffic study in narrative, tabular, and graphical format. The consultant will obtain counts at the traffic count locations listed below:

Peak Hour Turning Movements

- Van Buren St & Ave 48
- Dillon Rd & Ave 28
- Dillon Rd & Cabazon Rd/Ave 48
- Dillon Rd & SR-86 EB Ramps
- Dillon Rd & SR-86 WB Ramps

24-Hour Machine Counts

- Ave 48 south of Dillon Rd
- Dillon Rd south of Cabazon Rd/Ave 48
- Dillon Rd south of CVSC bridge
- Dillon Rd north of Harrison Pl
- Dillon Rd south of Vista Del Sur
- Dillon Rd south of Vista Del Norte

Preferred Alternative

Identify the Preferred Alternative and describe any changes resulting from the comments received from circulation of the ED and the public hearing process, including proposed changes in the Project design or any mitigating features. Describe the engineering, environmental, and planning rationale for selection of the Preferred Alternative.

Structures – Advance Planning Studies

The Consultant shall conduct a bridge evaluation to assess various structure alternatives for the bridge design and construction requirements of the proposed bridge, adhering to Caltrans' *Bridge Design Specification Manual* and other design standards. The Consultant shall prepare Advance Planning Studies and cost estimates for the various structure alternatives. The new design shall be staged so as not to reduce the number of lanes on Dillon Road during construction.

All of the alternatives shall provide the required minimum vertical clearance. The Advance Planning Studies must show sufficient detail so that consideration for environmental, permit, and traffic requirements can be cost estimated.

Hydraulics Analysis

The Consultant shall perform hydraulics analysis to evaluate hydraulic changes from different alternative bridge configurations and channel span widths using the baseline HEC-RAS model obtained from CVWD. The consultant should develop a refined and updated baseline "existing" condition HEC-RAS hydraulic water surface profile model for the study portion of the Whitewater River channel. The existing CVWD HEC-RAS model will be modified to incorporate more current topography and survey data for the study area of the channel surrounding the Dillon Road bridge crossing. Additional cross sections to be incorporated into the HEC-RAS model at the Dillon Road crossing to assist in understanding more detailed local hydraulics of the bridge area.

The proposed bridge alternative hydraulic models should(1) provide the basic hydraulic data for use in the bridge engineering and scour analyses, (2) evaluate the hydraulic impacts of the alternative bridge, (3) determine average and localized hydraulic characteristics for the study portion of the floodplain, and (4) provide a basis for a cost analysis of different bridge alternatives versus hydraulic impacts to the channel.

The hydraulic analysis should establish the water surface profiles and hydraulic parameters that identify the characteristics of the channel and bridge waterway for each bridge alternative. The "baseline"

SCOPE OF WORK

hydraulic model should be modified to adjust the changes to (1) channel geometry at the bridge, and (2) bridge structure such as piers in the waterway. Hydraulic impacts should be quantified for changes in the water surface profile, as well as other hydraulic parameters such as velocity, flow area, shear stress, as well as comparison of freeboard variation.

Existing Utilities Research

- a. The Consultant shall conduct existing utility research for all utilities within the Project limits to identify, locate, and accurately lay out all of the underground improvements.
- b. The Consultant shall provide preliminary notification letters to the utilities and request current information. The Consultant shall provide additional notification letters to the utilities and/or call the utilities, as necessary, until a written response is received from the utility. The Consultant is responsible to complete and mail the document, and to provide the City with a copy. The Consultant shall measure the height of the existing overhead utility lines for traffic signal, safety lighting, and street light clearance.

Right of Way Requirements Map

The Consultant shall prepare a Right of Way Requirements Map based on the preferred alternative, which shall include the acquisition areas and remnant square footages for each parcel. It shall also include permanent and temporary easements for utility purveyors' relocation needs.

Deliverables:

The Consultant shall deliver the following:

- *Refined Alternative Alignment Studies [Three (3) hardcopies and electronic PDF file]*
- *Traffic Forecasting Memo – Prepare a memo to document the methodologies to develop traffic forecasts for the Dillon Road Bridge project. [Three (3) hardcopies and electronic PDF file]*
- *Traffic Studies – Run the Synchro model to identify the traffic performance in the existing year, design year and open year AM and PM peak hours, and prepare a report addressing the traffic performance. [Three (3) hardcopies and electronic PDF file]*
- *Preferred Alternative Alignment Study [Three (3) hardcopies and electronic PDF & CADD files]*
- *Refined Rough Order of Magnitude Estimates [Three (3) hardcopies and electronic PDF file]*
- *Right of Way Requirements Map [Three (3) hardcopies and electronic PDF & CADD files]*
- *Structures – Advance Planning Studies [Three (3) hardcopies and electronic PDF & CADD files]*
- *Utilities Research Data and Base Map [Three (3) hardcopies and electronic PDF & CADD files]*
- *Final Engineer's Report [Three (3) hardcopies and electronic PDF file]*

Task 4 – Environmental Documentation

The Consultant shall prepare and submit a NEPA/CEQA questionnaire. Caltrans will make the final NEPA and CEQA determinations. The Consultant shall prepare environmental documentation in accordance with Caltrans, BIA and federal guidelines and procedures. The Consultant shall prepare the Purpose and Need and other required documents.

The Consultant will prepare the necessary technical studies and ED pursuant to CEQA, NEPA, and related requirements for the proposed Project to address, as appropriate, traffic, noise impacts, air quality, lighting, wetlands, floodplains, wildlife and plants, historic and cultural resources, social and economic changes, parklands and recreational areas, hazardous waste, aerally deposited lead, water quality, energy, and visual effects. Once the appropriate level of ED has been identified (Negative Declaration [ND]/Finding of No Significant Impact [FONSI] or Initial Study [IS]/Environmental Assessment [EA]), the ED and supporting technical studies will be submitted to the City, Caltrans, and FHWA, as appropriate, for review and approval. In addition to preparing the environmental documentation, the Consultant will also be responsible for CEQA and NEPA public involvement processes.

SCOPE OF WORK

The Consultant shall identify likely permits and shall assist Caltrans and the City in coordinating with permitting agencies.

Environmental studies will be prepared to meet CEQA, NEPA, and related requirements, and in accordance with the City, BIA, Caltrans, and FHWA guidelines. The Consultant will coordinate with the City, BIA and Caltrans in determining the specific content and format requirements for the reports. The Consultant shall prepare as appropriate, but not limited to, the following environmental studies:

- Cultural Resources (Archaeological Survey Report [ASR], Historic Resources Evaluation Report [HRER], Historic Property Survey Report [HPSR])
- Air Quality Report
- Traffic Analysis Study/Circulation Bikes and Pedestrian
- Hazardous Materials/Waste Initial Site Assessment (ISA) – Phases 1 and 2
- Traffic Noise Report
- Biological Resources and Wetlands – Natural Environment Study (Minimal Impact)
- Community Impacts Analysis
- Relocation Impact Document
- Floodplain Evaluation
- Water Quality Assessment
- Land Use Analysis
- Visual Impact Assessment
- Locations Hydraulics Study
- Native American Consultation
- Paleontological Resources

Public Information Meetings

The Consultant will assist the City and Caltrans in conducting Public Information Meetings to obtain public input. Records of public meetings will be prepared and submitted to the City and Caltrans. In addition, attendance at up to three (3) public meetings (i.e., Traffic and Transportation Commission, Planning Commission, and City Council) and preparation for these meetings should also be budgeted to solicit public input.

Preparation of Draft ED

The appropriate ED (ND/FONSI or IS/EA) will be prepared in accordance with the City Environmental Guidelines, Caltrans *Standard Environmental Reference (SER)*, BIA, and FHWA. Concurrent with the previously discussed technical analyses, the Consultant will prepare the appropriate Draft ED incorporating an environmental checklist, technical analyses, a discussion of critical environmental issues identified, an analysis of the cumulative and indirect effects of the Project, mitigation measures, and a list of potential permits required.

Prepare Responses to Comments

The Consultant will address comments received from agencies and the public during the ED circulation period and the public hearing. The responses will be submitted to the City and Caltrans for review.

Final ED

The Consultant will prepare an Administrative Final ED, which will be submitted to the City, BIA and Caltrans for review. The Consultant will revise the Administrative Final ED, which will be submitted to the City, and Caltrans for approval and signature. Following review by the City, and Caltrans, the consultant shall revise the Administrative Final ED and submit the Final ED for approval. The Consultant will prepare a Mitigation Monitoring Plan in a matrix format to accompany the Final ED. The matrix will include a description of each mitigation measure, organized by topic, numbered to correspond with the

SCOPE OF WORK

impacts, and referenced back to the ED. For each mitigation measure, the reporting process, timing of measure, responsible party, and verification of compliance will be identified.

Deliverables:

The Consultant shall deliver the following:

- *All required Environmental Technical Studies [Three (3) hardcopies and electronic PDF file]*
- *Final Environmental Document [Three (3) hardcopies and electronic PDF file]*

PHASE II – FINAL DESIGN AND RIGHT-OF-WAY ACQUISITION PHASE

Task 5 – Plans, Specifications, and Estimates (Optional Services)

Upon satisfactory completion of the planning phase, the Consultant may be retained to perform the Design Phase, consisting of final design, ROW engineering, utility coordination, design surveys, PS&E, permitting, agency coordination, bid support, and services during construction.

Offerors shall not include in their proposals any detailed scope and cost proposal for these services until further written request by the City. The final design may take place concurrently with the environmental technical studies once the traffic analysis has progressed sufficiently to support final design decisions.

PHASE III – CONSTRUCTION ADMINISTRATION PHASE

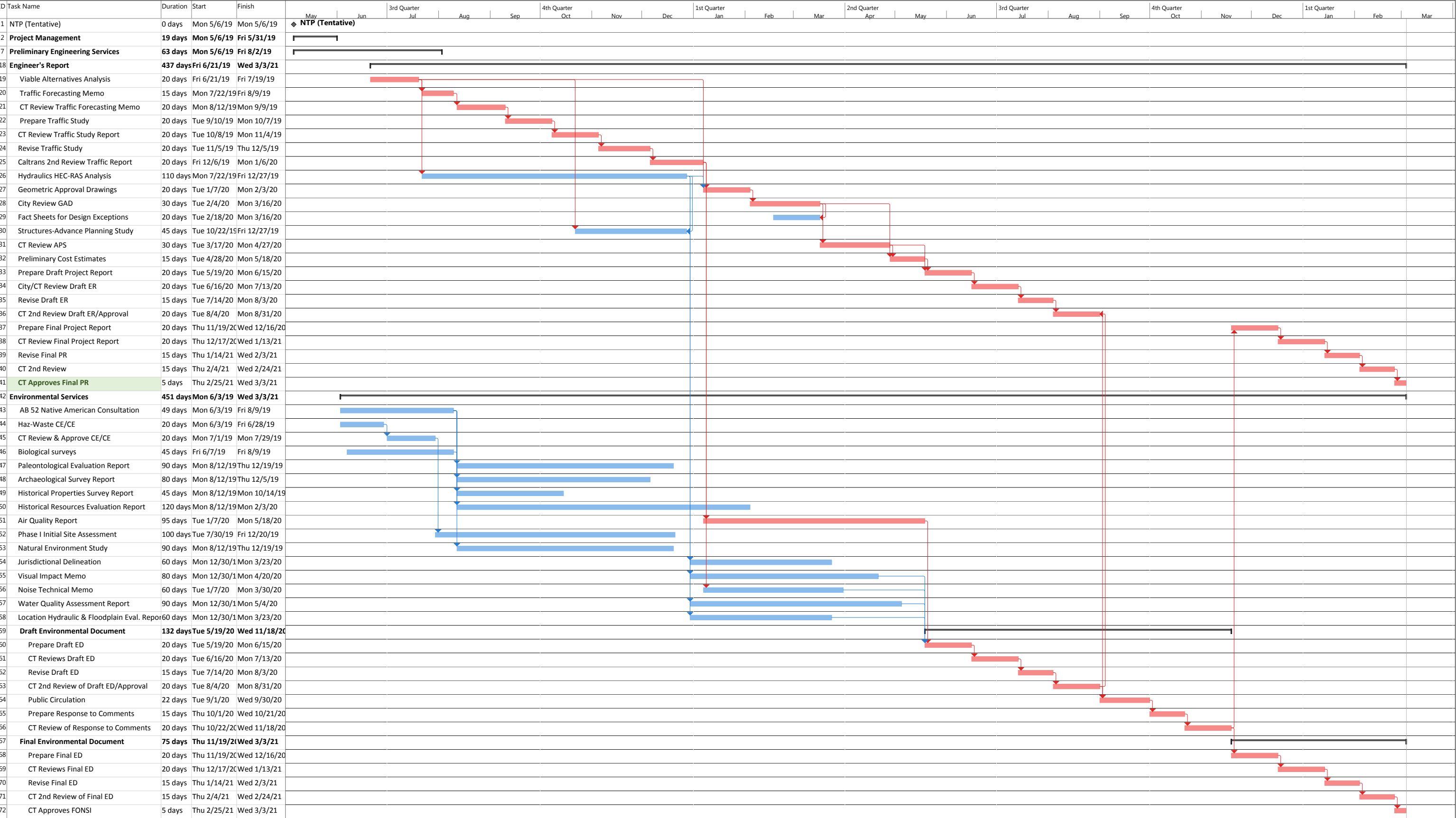
Task 6 – Construction Management Services (Optional Services)

Upon successful completion of the PS&E phase, the City may engage the Consultant to provide construction management services to administer the construction contract and prepare the as-built package.

Offerors shall not include in their proposals any detailed scope and cost proposal for these services until further written request by the City.

EXHIBIT “B”

SCHEDULE OF SERVICES



Project: Dillon Rd Bridge over CVSC
Date: Tue 4/9/19

Task Split

Milestone

▬ Summary

..... Project Summary

◆ Inactive Task

▬ Inactive Milestone

▬ Inactive Summary

▬ Manual Task

◆ Duration-only

▬ Manual Summary Rollup

▬ Manual Summary

▬ Start-only

▬ Finish-only

▬ External Tasks

▬ External Milestone

▬ Deadline

▬ Critical

◆ Critical Split

↓ Progress

▬ Manual Progress

▬

▬

▬

EXHIBIT “C”
COMPENSATION

Dillon Road Bridge Over CVSC

☒ Prime Consultant☐ Subconsultant☐ 2nd Tier SubConsultant **AnGenious Engineering Services, Inc.**

Project No.

Contract No. TBDDate 2-Apr-19

DIRECT LABOR

Classification/Title	Name	Hours	Hourly Rates	Total
Project Manager	Andy Cheah	584	\$125.00	\$73,000.00
Sr. Project Engineer	W. Kwan	592	\$90.00	\$53,280.00
Project Engineer I	Nikhil Patel	65	\$62.00	\$4,030.00
Engineer III	Nee Sing Khoo	140	\$57.00	\$7,980.00
Engineer II	Josh Sun	425	\$47.00	\$19,975.00
Engineer I	Darren Cheah	1,310	\$38.50	\$50,435.00
Admin Assistant	TBD	190	\$28.00	\$5,320.00
		3,306		\$214,020.00

LABOR COSTS

a) Subtotal Direct Labor Costs

\$214,020.00

b) Anticipated Salary Increases (see page 2 for sample)

\$5,817.06

c) TOTAL DIRECT LABOR COSTS [(a) + (b)]

\$219,837.06

FRINGE BENEFITS

d) Fringe Benefits (Rate: _____)

e) Total Fringe Benefits

[(c) x (d)] \$0.00

INDIRECT COSTS

f) Overhead

(Rate: 110.00%)

g) Overhead [(c) x (f)]

\$241,820.77

h) General and Administrative

(Rate: _____)

i) Gen & Admin [(c) x (h)]

\$0.00

j) Total Indirect Costs [(e) + (g) + (i)]

\$241,820.77

FIXED FEE (Profit)

q) (Rate: 10.00%)

k) TOTAL FIXED PROFIT [(c) + (j)] x (q)]

\$46,165.78

I) OTHER DIRECT COSTS (ODC)

Description

	Unit(s)	Unit Cost	Total
Copy/Reprographics	25000 Page	\$0.50	\$12,500.00
Mails	60 Each	\$10.00	\$600.00
Mileage	12000 Miles	\$0.580	\$6,960.00
			\$0.00
I) TOTAL OTHER DIRECT COSTS			\$20,060.00

m) Subconsultants:

BRC		\$29,167.13	2.44%
CPSI	(DBE)	\$17,674.23	1.48%
Earth Mechanics	(DBE)	\$39,449.52	3.30%
ESA		\$316,818.88	26.49%
FPL	(DBE)	\$64,861.80	5.42%
Geocon		\$22,224.43	1.86%
NV5		\$72,194.39	6.04%
PACE		\$65,709.46	5.49%
Transystems		\$40,120.11	3.35%

m) TOTAL SUBCONSULTANT'S COSTS

\$668,219.95

n) Total Other Direct Costs Including Subconsultants [(l) + (m)]

\$688,279.95

TOTAL COST [(c) + (j) + (k) + (n)]

\$1,196,103.56

☐ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Sub

Consultant **AnGenious Engineering Services, Inc.**

Project No.

Contract No. TBD

Date 27-Feb-19

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total

Direct Labor Subtotal	Total Hours		Avg Hourly	2 Year Contract
per Cost Proposal	per Cost Proposal		Rate	Duration
\$214,020.00	3,306	=	\$64.74	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$64.74	+		=	\$64.74	Year 2 Avg Hourly Rate
Year 2	\$64.74	+	3%	=	\$66.68	Year 3 Avg Hourly Rate
Year 3	\$66.68	+	3%	=	\$68.68	Year 4 Avg Hourly Rate
Year 4	\$68.68	+	3%	=	\$70.74	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	30.00%	*	3306.0	=	991.8	Estimated Hours Year 1
Year 2	50.00%	*	3306.0	=	1653.0	Estimated Hours Year 2
Year 3	20.00%	*	3306.0	=	661.2	Estimated Hours Year 3
Year 4		*	3306.0	=	0.0	Estimated Hours Year 4
Year 5		*	3306.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	3306.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$64.74	*	992	=	\$64,206.00	Estimated Hours Year 1
Year 2	\$66.68	*	1653	=	\$110,220.30	Estimated Hours Year 2
Year 3	\$68.68	*	661	=	\$45,410.76	Estimated Hours Year 3
Year 4	\$70.74	*	0	=	\$0.00	Estimated Hours Year 4
Year 5		*		=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$219,837.06	
Direct Labor Subtotal before Escalation				=	\$214,020.00	
Estimated total of Direct Labor Salary Increase				=	\$5,817.06	Transfer to Page 1

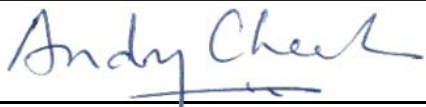
Dillon Road Bridge Over CVSC**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name:	<u>Andy Cheah</u>	Title *:	<u>Principal /VP</u>
Signature :		Date of Certification (mm/dd/yyyy):	<u>04/02/19</u>
Email:	<u>Andy.Cheah@angenuous-es.com</u>	Phone Number:	<u>949-599-5400</u>
Address:	<u>16 Egret Lane, Aliso Viejo, CA 92656</u>		

List services the Subconsultants are providing under the proposed contract:

BRC	Public Outreach
CPSI	Right of Way Acquisitions
Earth Mechanic	Geotechnical
ESA	Environmental Services
FPL	Traffic Study
Geocon	ISA Phase II
NV5	Survey, Mapping & Structures
PACE	Hydraulics Analysis
Transystems	Structures

☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Sub

Consultant **Burke Rix Communications, LLC**

Project No.

Contract No. TBD

Date 27-Feb-19

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by

Direct Labor Subtotal	Total Hours	Avg Hourly	2 Year Contract
per Cost Proposal	per Cost Proposal	Rate	Duration
\$11,250.00	155	= \$72.58	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$72.58	+	0%	=	\$72.58	Year 2 Avg Hourly Rate
Year 2	\$72.58	+	3%	=	\$74.76	Year 3 Avg Hourly Rate
Year 3	\$74.76	+	3%	=	\$77.00	Year 4 Avg Hourly Rate
Year 4	\$77.00	+	3%	=	\$79.31	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	0.00%	*	155.0	=	0.0	Estimated Hours Year 1
Year 2	100.00%	*	155.0	=	155.0	Estimated Hours Year 2
Year 3		*	155.0	=	0.0	Estimated Hours Year 3
Year 4		*	155.0	=	0.0	Estimated Hours Year 4
Year 5		*	155.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	155.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$72.58	*	0	=	\$0.00	Estimated Hours Year 1
Year 2	\$74.76	*	155	=	\$11,587.50	Estimated Hours Year 2
Year 3	\$77.00	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$79.31	*	0	=	\$0.00	Estimated Hours Year 4
Year 5		*		=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$11,587.50	
Direct Labor Subtotal before Escalation				=	\$11,250.00	
Estimated total of Direct Labor Salary Increase				=	\$337.50	Transfer to Page 1

Dillon Road Bridge Over CVSC**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Brian G. Rix Title *: Senior Partner

Signature : _____ Date of Certification (mm/dd/yyyy): _____

Email: Brian@BurkeRix.com Phone Numt (760) 327-9708 x22

Address 431 S. Palm Canyon Drive, Suite 206, Palm Springs, CA 92262

List services the consultant is providing under the proposed contract:

Develop Community Outreach & Engagement Strategy, Facilitate Two Community Meetings that will include translation, childcare, and complimentary food and refreshments. The promotion of the workshops will consist of grassroots strategy that may involve flyer distribution and canvassing, social media, Spanish radio advertisements, and direct outreach with local community based organizations, elected officials, and key stakeholders. Our team will also contact the Cabazon Band of Mission Indians and Twenty-Nine Palm Springs of Mission Indians to indentify outraech needs on the project.

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

CITY OF COACHELLA

Dillon Road Bridge Over Coachella Valley Stormwater Channel Project

SCOPE OF WORK - ESTIMATED HOURS WORKSHEET

Fully Loaded Hourly Rate (Direct Labor, overhead, and profit)			\$207.90	\$173.25	\$115.50	TOTAL HOURS	TOTAL FULLY LOADED LABOR COST PER TASK
TASKS	Task No.	Staff Name	Brian Rix	Josh Zipperman	Cynthia Orozco		
		Staff Classification	Project Manager	Senior Associate	Associate		
		TOTAL HOURS FOR PROJECT			50		
1	Project Management Services		17	15	5	37	\$6,710.55
	1.1	Project Coordination & Meetings	10	5	5	20	\$3,522.75
	1.2	Quality Assurance & Quality Control	5	3		8	\$1,559.25
	1.3	Project Administration	2	5		7	\$1,282.05
	1.4	Schedules		2		2	\$346.50
2	Preliminary Engineering Services		0	0	0	0	\$0.00
	2.1	Surveys and Base Mapping				0	\$0.00
	2.2	Preliminary Engineering				0	\$0.00
	2.3	Research of Record Information				0	\$0.00
	2.4	Develop Alternatives, Cost Estimates & Schedule				0	\$0.00
3	Engineer's Report		0	0	0	0	\$0.00
	3.1	Refine Alternatives				0	\$0.00
	3.2	Traffic Analysis				0	\$0.00
	3.3	Structural APS				0	\$0.00
	3.4	Preliminary Geotechnical Report				0	\$0.00
	3.5	Existing Utilities Research				0	\$0.00
	3.6	Conceptual Drainage Study				0	\$0.00
	3.7	Conceptual Ag-Drain Evaluation				0	\$0.00
	3.8	Value Analysis				0	\$0.00
	3.9	Preliminary Cost Estimate				0	\$0.00
	3.10	Right-of-Way Requirements Map				0	\$0.00
	3.11	Evaluate & Select Preferred Alternative				0	\$0.00
	3.12	Draft Engineer's Report				0	\$0.00
	3.13	Final Engineer's Report				0	\$0.00
4	Environmental Documentation		33	45	40	118	\$19,276.95
	4.1	Preliminary Environmental Study (PES) Form				0	\$0.00
	4.2	APE Map				0	\$0.00
	4.3	Location Hydraulic Study/Floodplain Evaluation Report				0	\$0.00
	4.4	Water Quality Assessment Report (WQAR)				0	\$0.00
	4.5	Air Quality Assessment				0	\$0.00
	4.6	Phase I Initial Site Assessment (ISA)				0	\$0.00
	4.7	Minor Visual Impact Assessment				0	\$0.00
	4.8	Noise Study Report				0	\$0.00
	4.9	Cultural Resources(ASR,HRER,HPSR)				0	\$0.00
	4.10	Native American Consultation				0	\$0.00
	4.11	Biological Resources (NES/Jurisdictional Delineation)				0	\$0.00
	4.12	Draft Environmental Document				0	\$0.00
	4.13	Public Circulation and Public Meetings	33	45	40	118	\$19,276.95
	4.14	Prepare Response to Comments				0	\$0.00
	4.15	Final Environmental Document (MND/FONSI)				0	\$0.00
	4.16	Notice of Determination				0	\$0.00
	4.17	Mitigation, Monitoring & Reporting Plan				0	\$0.00
	4.18	Environmental Commitment Report				0	\$0.00
TOTAL FULLY LOADED LABOR COST PER CLASSIFICATION			\$10,395.00	\$10,395.00	\$5,197.50		\$25,987.50

Dillon Road Bridge Over CVSC

☐

Prime Consultant

☒

Subconsultant

☐

2nd Tier Sub

Consultant **Property Specialists, Inc. (dba CPSI)**

Project No. 2019-ST-109

Contract No. TBD

Date 19-Feb-19

DIRECT LABOR

Classification/Title	Name	Hours	Hourly Rates	Total
Broker	Kent Jorgensen	20	\$79.32	\$1,586.40
Project Manager	Brett Paulson	80	\$72.11	\$5,768.80
Bridge Manager			\$100.00	\$0.00
Value Engineer			\$60.00	\$0.00
Prin. Proj Engineer			\$80.00	\$0.00
Sr. Project Engineer			\$75.00	\$0.00
Project Engineer			\$65.00	\$0.00
Engineer III			\$48.00	\$0.00
Engineer II			\$40.00	\$0.00
Engineer I			\$30.00	\$0.00
TBA 1			\$28.00	\$0.00
TBA 2			\$20.00	\$0.00
		100		\$7,355.20

Multiple 2.31

Loaded Rates

\$183.23

\$166.57

\$231.00

\$138.60

\$184.80

\$173.25

\$150.15

\$110.88

\$92.40

\$69.30

\$64.68

\$46.20

LABOR COSTS

a) Subtotal Direct Labor Costs

\$7,355.20

b) Anticipated Salary Increases (see page 2 for sample)

\$220.66

c) TOTAL DIRECT LABOR COSTS [(a) + (b)]

\$7,575.86

FRINGE BENEFITS

d) Fringe Benefits (Rate: _____)

e) Total Fringe Benefits

[(c) x (d)] \$0.00

INDIRECT COSTS

f) Overhead

(Rate: 110.00%)

g) Overhead [(c) x (f)]

\$8,333.44

h) General and Administrative

(Rate: _____)

i) Gen & Admin [(c) x (h)]

\$0.00

j) Total Indirect Costs [(e) + (g) + (i)]

\$8,333.44

FIXED FEE (Profit)

q) (Rate: 10.00%)

k) TOTAL FIXED PROFIT [(c) + (j)] x (q)]

\$1,590.93

I) OTHER DIRECT COSTS (ODC)

Description

Unit(s)

Unit Cost

Total

Pickup Trucks

Months

\$0.00

Copy Machine/ Reprographics

Months

\$0.00

Office Supplies/Mails

Months

\$0.00

Mileage

300

Miles

\$0.580

\$174.00

I) TOTAL OTHER DIRECT COSTS

\$174.00

m) Subconsultants:

Subconsultant 1:

\$0.00

0.00%

Subconsultant 2:

(DBE)

\$0.00

0.00%

Subconsultant 3:

\$0.00

0.00%

Subconsultant 4:

(DBE)

\$0.00

0.00%

m) TOTAL SUBCONSULTANT'S COSTS

\$0.00

n) Total Other Direct Costs Including Subconsultants [(l) + (m)]

\$174.00

TOTAL COST [(c) + (j) + (k) + (n)]

\$17,674.23

NOTES:

- Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

Dillon Road Bridge Over CVSC

☐ Prime Consultant
 ☒ Subconsultant
 ☐ 2nd Tier Sub
Consultant **Property Specialists, Inc. (dba CPSI)**

Project No. 2019-ST-109

Contract No. TBD

Date 19-Feb-19

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided

Direct Labor Subtotal	Total Hours	Avg Hourly	2 Year Contract
per Cost Proposal	per Cost Proposal	Rate	Duration
\$7,355.20	100	=	\$73.55 Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$73.55	+	3%	=	\$75.76	Year 2 Avg Hourly Rate
Year 2	\$75.76	+	3%	=	\$78.03	Year 3 Avg Hourly Rate
Year 3	\$78.03	+	3%	=	\$80.37	Year 4 Avg Hourly Rate
Year 4	\$80.37	+	3%	=	\$82.78	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	100.0	=	100.0	Estimated Hours Year 1
Year 2	0.00%	*	100.0	=	0.0	Estimated Hours Year 2
Year 3		*	100.0	=	0.0	Estimated Hours Year 3
Year 4		*	100.0	=	0.0	Estimated Hours Year 4
Year 5		*	100.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	100.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$75.76	*	100	=	\$7,575.86	Estimated Hours Year 1
Year 2	\$78.03	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$80.37	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$82.78	*	0	=	\$0.00	Estimated Hours Year 4
Year 5		*		=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$7,575.86	
Direct Labor Subtotal before Escalation				=	\$7,355.20	
Estimated total of Direct Labor Salary Increase				=	\$220.66	Transfer to Page 1

NOTES:

- 1 This is not the only way to estimate salary increases. Other methods will be accepted if they indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- 2 An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 3% x 5 yrs = \$37,500 is not an acceptable methodology)
- 3 This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- 4 Calculations for anticipated salary escalation must be provided.


Dillon Road Bridge Over CVSCCertification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Marcella Jorgensen Title *: President/CEO
Signature :  Date of Certification (mm/dd/yyyy): 2/19/19
Email: mjorgensen@cpsi-row.com Phone Number: (949) 299-5308
Address: 19681 Da Vinci, Foothill Ranch, CA 92618

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

CPSI will provide right of way cost estimates and data sheets.

CITY OF COACHELLA
Dillon Road Bridge Over Coachella Valley Stormwater Channel Project

SCOPE OF WORK - ESTIMATED HOURS WORKSHEET

Fully Loaded Hourly Rate (Direct Labor, overhead, and profit)		\$183.23	\$166.57	\$231.00	\$138.60	\$184.80	\$173.25	\$150.15	\$110.88	\$92.40	\$69.30	\$64.68	\$46.20	TOTAL HOURS		TOTAL FULLY LOADED LABOR COST PER TASK	
TASKS	Task No.	Staff Name	Staff Classification	Project Manager	Bridge Manager	Value Engineer	Pm. Proj Engineer	Sr. Project Engineer	Project Engineer	Engineer III	Engineer II	Staff - TBA	Staff - TBA	Staff - TBA	TBA 2	TBA 1	TBA 2
		Andy Cheah															
1	TOTAL HOURS FOR PROJECT																
	Project Management Services																
	1.1	Project Coordination & Meetings															
	1.2	Quality Assurance & Quality Control															
2	Preliminary Engineering Services																
	2.1	Surveys and Base Mapping															
	2.2	Preliminary Engineering															
	2.3	Research of Record Information															
3	Engineer's Report																
	3.1	Refine Alternatives															
	3.2	Traffic Analysis															
	3.3	Structural Analysis															
4	Environmental Documentation																
	4.1	Preliminary Environmental Study (PES) Form															
	4.2	APE Map															
	4.3	Location Hydraulic Study/Floodplain Evaluation Report															
	4.4	Water Quality Assessment Report (WQAR)															
	4.5	Air Quality Assessment															
	4.6	Phase I Initial Site Assessment (ISA)															
	4.7	Minor Visual Impact Assessment															
	4.8	Noise Study Report															
	4.9	Cultural Resources (ASR, HER, HPSR)															
	4.10	Native American Consultation															
	4.11	Biological Resources (RES Jurisdictional Delination)															
	4.12	Draft Environmental Document															
5	Optional Services																
	5.1	Public Circulation and Public Meetings															
	5.2	Prepare Response to Comments															
	5.3	Final Environmental Document (MOTIONS)															
	5.4	Notice of Determination															
	5.5	Mitigation, Monitoring & Reporting Plan															
	5.6	Environmental Commitment Report															
	5.7	TOTAL FULLY LOADED LABOR COST PER CLASSIFICATION															

☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Sub

Consultant **Earth Mechanics, Inc.**

Project No.

Contract No. TBD

Date 27-Feb-19

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by

Direct Labor Subtotal	Total Hours		Avg Hourly	2 Year Contract
per Cost Proposal	per Cost Proposal		Rate	Duration
\$12,619.00	210	=	\$60.09	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$60.09	+	0%	=	\$60.09	Year 2 Avg Hourly Rate
Year 2	\$60.09	+	3%	=	\$61.89	Year 3 Avg Hourly Rate
Year 3	\$61.89	+	3%	=	\$63.75	Year 4 Avg Hourly Rate
Year 4	\$63.75	+	3%	=	\$65.66	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	210.0	=	210.0	Estimated Hours Year 1
Year 2	0.00%	*	210.0	=	0.0	Estimated Hours Year 2
Year 3		*	210.0	=	0.0	Estimated Hours Year 3
Year 4		*	210.0	=	0.0	Estimated Hours Year 4
Year 5		*	210.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	210.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$60.09	*	210	=	\$12,619.00	Estimated Hours Year 1
Year 2	\$61.89	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$63.75	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$65.66	*	0	=	\$0.00	Estimated Hours Year 4
Year 5		*		=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$12,619.00	
Direct Labor Subtotal before Escalation				=	\$12,619.00	
Estimated total of Direct Labor Salary Increase				=	\$0.00	Transfer to Page 1

Dillon Road Bridge Over CVSCCertification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Lino Cheang, PE, GE Title *: Principal

Signature : _____ Date of Certification: 2/11/2019

Email: l.cheang@earthmech.com Phone Number: 714-751-3826

Address: 17800 Newhope Street, Suite B, Fountain Valley, CA 92708

CITY OF COACHELLA

Dillon Road Bridge Over Coachella Valley Stormwater Channel Project

SCOPE OF WORK - ESTIMATED HOURS WORKSHEET

Fully Loaded Hourly Rate (Direct Labor, overhead, and profit)			\$270.42	\$146.93	\$139.12	TOTAL HOURS	TOTAL FULLY LOADED LABOR COST PER TASK
TASKS	Task No.	Staff Name	Lino Cheang	Alahesh Thurairajah	Michael Hoshiyama		
		Staff Classification	Principal	Project Manager	Project Geologist		
TOTAL HOURS FOR PROJECT			72	100	38	210	\$39,449.52
1	Project Management Services		0	0	0	0	\$0.00
	1.1	Project Coordination & Meetings				0	\$0.00
	1.2	Quality Assurance & Quality Control				0	\$0.00
	1.3	Project Administration				0	\$0.00
	1.4	Schedules				0	\$0.00
2	Preliminary Engineering Services		0	0	0	0	\$0.00
	2.1	Surveys and Base Mapping				0	\$0.00
	2.2	Preliminary Engineering				0	\$0.00
	2.3	Research of Record Information				0	\$0.00
	2.4	Develop Alternatives, Cost Estimates & Schedule				0	\$0.00
3	Engineer's Report		72	100	38	210	\$39,449.52
	3.1	Refine Alternatives				0	\$0.00
	3.2	Traffic Analysis				0	\$0.00
	3.3	Structural APS				0	\$0.00
	3.4	Preliminary Geotechnical Report	72	100	38	210	\$39,449.52
	3.5	Existing Utilities Research				0	\$0.00
	3.6	Conceptual Drainage Study				0	\$0.00
	3.7	Conceptual Ag-Drain Evaluation				0	\$0.00
	3.8	Value Analysis				0	\$0.00
	3.9	Preliminary Cost Estimate				0	\$0.00
	3.10	Right-of-Way Requirements Map				0	\$0.00
	3.11	Evaluate & Select Preferred Alternative				0	\$0.00
	3.12	Draft Engineer's Report				0	\$0.00
	3.13	Final Engineer's Report				0	\$0.00
4	Environmental Documentation		0	0	0	0	\$0.00
	4.1	Preliminary Environmental Study (PES) Form				0	\$0.00
	4.2	APE Map				0	\$0.00
	4.3	Location Hydraulic Study/Floodplain Evaluation Report				0	\$0.00
	4.4	Water Quality Assessment Report (WQAR)				0	\$0.00
	4.5	Air Quality Assessment				0	\$0.00
	4.6	Phase I Initial Site Assessment (ISA)				0	\$0.00
	4.7	Minor Visual Impact Assessment				0	\$0.00
	4.8	Noise Study Report				0	\$0.00
	4.9	Cultural Resources(ASR,HRER,HPSR)				0	\$0.00
	4.10	Native American Consultation				0	\$0.00
	4.11	Biological Resources (NES/Jurisdictional Delineation)				0	\$0.00
	4.12	Draft Environmental Document				0	\$0.00
	4.13	Public Circulation and Public Meetings				0	\$0.00
	4.14	Prepare Response to Comments				0	\$0.00
	4.15	Final Environmental Document (MND/FONSI)				0	\$0.00
	4.16	Notice of Determination				0	\$0.00
	4.17	Mitigation, Monitoring & Reporting Plan				0	\$0.00
	4.18	Environmental Commitment Report				0	\$0.00
TOTAL FULLY LOADED LABOR COST PER CLASSIFICATION			\$19,469.97	\$14,693.14	\$5,286.40		\$39,449.52

Dillon Road Bridge Over CVSC☐ Prime Consultant☒ Subconsultant☐ 2nd Tier SubConsultant **ESA**

Project No.

Contract No. TBDDate 4-Mar-19**DIRECT LABOR**

Classification/Title	Name	Hours	Hourly Rates	Total
Director II/ Environmental Manager	James Santos	230	\$62.50	\$14,375.00
Director III/ QA-QC Manager	Ryan Todaro	56	\$68.27	\$3,823.12
Managing Associate	Arabesque Abdelwahed	209	\$41.86	\$8,748.74
Senior Director	Monica Strauss	30	\$77.14	\$2,314.20
Director II	Michael Bever	45	\$59.71	\$2,686.95
Senior Associate II	Michael Vader	120	\$38.46	\$4,615.20
Managing Associate II	Kyle Garcia	100	\$48.42	\$4,842.00
Senior Associate II	Brian Allee	206	\$43.60	\$8,981.60
Managing Associate II	Ryan Villenueva	260	\$46.15	\$11,999.00
Managing Associate II	Joza Burnam	176	\$46.15	\$8,122.40
Senior Associate I	Jessica Conquest	48	\$34.66	\$1,663.68
Managing Associate II	Lindsey Sheehan	118	\$46.21	\$5,452.78
Managing Associate II	Joel Levanetz	64	\$47.12	\$3,015.68
Director III	Nick Garrity	114	\$64.42	\$7,343.88
Senior Administration/ Editor	Meghan Rhode	114	\$33.65	\$3,836.10
Associate II/ GIS	Jaclyn Anderson	154	\$28.85	\$4,442.90
		2,044		\$96,263.23

LABOR COSTS

a) Subtotal Direct Labor Costs

\$96,263.23

b) Anticipated Salary Increases (see page 2 for sample)

\$1,155.16

c) TOTAL DIRECT LABOR COSTS [(a) + (b)]

\$97,418.39

FRINGE BENEFITSd) Fringe Benefits (Rate: 48.82%)**e) Total Fringe Benefits**

[(c) x (d)]

\$47,559.66

INDIRECT COSTS

f) Overhead

(Rate: 142.44%)

g) Overhead [(c) x (f)]

\$138,762.75

h) General and Administrative

(Rate: 0.00%)

i) Gen & Admin [(c) x (h)]

\$0.00

j) Total Indirect Costs [(e) + (g) + (i)]

\$186,322.41

FIXED FEE (Profit)q) (Rate: 10.00%)**k) TOTAL FIXED PROFIT [(c) + (j)] x (q)]**

\$28,374.08

I) OTHER DIRECT COSTS (ODC)**Description****Unit(s)****Unit Cost****Total**

Pickup Trucks

Months

\$0.00

Copy Machine/ Reprographics

6000

Pages

0.15

\$900.00

Office Supplies/Mails

40

per

40.00

\$1,600.00

Mileage

3800

Miles

0.58

\$2,204.00

I) TOTAL OTHER DIRECT COSTS

\$4,704.00

m) Subconsultants:

Subconsultant 1:

\$0.00

0.00%

Subconsultant 2:

(DBE)

0.00%

Subconsultant 3:

0.00%

Subconsultant 4:

(DBE)

0.00%

m) TOTAL SUBCONSULTANT'S COSTS

\$0.00

n) Total Other Direct Costs Including Subconsultants [(I) + (m)]

\$4,704.00

TOTAL COST [(c) + (j) + (k) + (n)]**\$316,818.88**

☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Sub

Consultant **ESA**

Project No.

Contract No. TBD

Date 27-Feb-19

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by

Direct Labor Subtotal	Total Hours	Avg Hourly	2 Year Contract
per Cost Proposal	per Cost Proposal	Rate	Duration
\$96,263.23	2,044	= \$47.10	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$47.10	+	0.0%	=	\$47.10	Year 2 Avg Hourly Rate
Year 2	\$47.10	+	3.0%	=	\$48.51	Year 3 Avg Hourly Rate
Year 3	\$48.51	+	3.0%	=	\$49.96	Year 4 Avg Hourly Rate
Year 4	\$49.96	+	3.0%	=	\$51.46	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	60.00%	*	2044.0	=	1226.4	Estimated Hours Year 1
Year 2	40.00%	*	2044.0	=	817.6	Estimated Hours Year 2
Year 3		*	2044.0	=	0.0	Estimated Hours Year 3
Year 4		*	2044.0	=	0.0	Estimated Hours Year 4
Year 5		*	2044.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	2044.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$47.10	*	1226	=	\$57,757.94	Estimated Hours Year 1
Year 2	\$48.51	*	818	=	\$39,660.45	Estimated Hours Year 2
Year 3	\$49.96	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$51.46	*	0	=	\$0.00	Estimated Hours Year 4
Year 5		*		=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$97,418.39	
Direct Labor Subtotal before Escalation				=	\$96,263.23	
Estimated total of Direct Labor Salary Increase				=	\$1,155.16	Transfer to Page 1

CITY OF COACHELLA
Dillon Road Bridge Over Coachella Valley Stormwater Channel Project

SCOPE OF WORK - ESTIMATED HOURS WORKSHEET

TASKS		Fully Loaded Hourly Rate (Direct Labor, overhead, and profit)	\$200.24	\$218.73	\$134.11	\$247.15	\$191.30	\$123.22	\$155.13	\$139.69	\$147.86	\$111.05	\$148.05	\$150.97	\$206.39	\$107.81	\$92.43	TOTAL HOURS	TOTAL FULLY LOADED LABOR COST PER TASK																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												
	Task No.	Staff Name	James Santos	Ryan Todaro	Arabesque Abdelwahed	Monica Strauss	Michael Bever	Michael Vaider	Kyle Garcia	Brian Allee	Ryan Villeneuve	Jessica Conquest	Lindsay Sheehan	Joel Levanzzi	Nick Garrity	Meghan Rhode	Jaclyn Anderson																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
1	Task Classification	Director II/ Environmental Manager	Director III/ OA-QC Manager	Managing Associate	Senior Director	Director II	Senior Associate II	Managing Associate II	Senior Associate II	Senior Associate II	Managing Associate II	Managing Associate I	Managing Associate II	Managing Associate II	Director III	Senior Administration/ Editor	Associate III/ GIS	TOTAL HOURS	TOTAL FULLY LOADED LABOR COST PER TASK																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												

Dillon Road Bridge Over CVSC

☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Sub

Consultant **FPL and Associates, Inc.**Project No. _____ Contract No. TBD Date 15-Mar-19**DIRECT LABOR**

Classification/Title	Name	Hours	Hourly Rates	Total
Project Manager		48	\$76.29	\$3,661.92
QA/QC Manager		10	\$68.52	\$685.20
Sr. Project Engineer		78	\$60.00	\$4,680.00
Assoc. Project Engineer		102	\$47.08	\$4,802.16
Asst. Project Engineer		160	\$36.00	\$5,760.00
		398		\$19,589.28

LABOR COSTS

a) Subtotal Direct Labor Costs	\$19,589.28
b) Anticipated Salary Increases (see page 2 for sample)	\$393.74
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$19,983.02

FRINGE BENEFITS

d) Fringe Benefits (Rate: _____)	e) Total Fringe Benefits
	[(c) x (d)] \$0.00

INDIRECT COSTS

f) Overhead (Rate: <u>178.46%</u>)	g) Overhead [(c) x (f)]	\$35,661.71
h) General and Administrative (Rate: _____)	i) Gen & Admin [(c) x (h)]	\$0.00
	j) Total Indirect Costs [(e) + (g) + (i)]	\$35,661.71

FIXED FEE (Profit)

q) (Rate: <u>10.00%</u>)	k) TOTAL FIXED PROFIT [(c) + (j)] x (q)]	\$5,564.47
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I) OTHER DIRECT COSTS (ODC)

Description	Unit(s)	Unit Cost	Total
Tolls	12 Each	\$4.35	\$52.20
Copy Machine/ Reprographics	Months		\$0.00
Office Supplies/Mails	Months		\$0.00
Mileage	1380 Miles	\$0.580	\$800.40
I) TOTAL OTHER DIRECT COSTS			\$852.60

m) Subconsultants:

National Data and Surveying Services (Traffic Counts)	\$2,800.00	4.32%
m) TOTAL SUBCONSULTANT'S COSTS	\$2,800.00	

n) Total Other Direct Costs Including Subconsultants [(l) + (m)]	\$3,652.60
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TOTAL COST [(c) + (j) + (k) + (n)]	\$64,861.80
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NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Sub

Consultant **FPL and Associates, Inc.**

Project No. _____ Contract No. TBD Date 15-Mar-19

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by

Direct Labor Subtotal	Total Hours	Avg Hourly	2 Year Contract
per Cost Proposal	per Cost Proposal	Rate	Duration
\$19,589.28	398	= \$49.22	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$49.22	+	0%	=	\$49.22	Year 2 Avg Hourly Rate
Year 2	\$49.22	+	3%	=	\$50.70	Year 3 Avg Hourly Rate
Year 3	\$50.70	+	3%	=	\$52.22	Year 4 Avg Hourly Rate
Year 4	\$52.22	+	3%	=	\$53.78	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	33.00%	*	398.0	=	131.3	Estimated Hours Year 1
Year 2	67.00%	*	398.0	=	266.7	Estimated Hours Year 2
Year 3		*	398.0	=	0.0	Estimated Hours Year 3
Year 4		*	398.0	=	0.0	Estimated Hours Year 4
Year 5		*	398.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	398.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$49.22	*	131	=	\$6,464.46	Estimated Hours Year 1
Year 2	\$50.70	*	267	=	\$13,518.56	Estimated Hours Year 2
Year 3	\$52.22	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$53.78	*	0	=	\$0.00	Estimated Hours Year 4
Year 5		*		=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$19,983.02	
Direct Labor Subtotal before Escalation				=	\$19,589.28	
Estimated total of Direct Labor Salary Increase				=	\$393.74	Transfer to Page 1

NOTES:

- 1 This is not the only way to estimate salary increases. Other methods will be accepted if they indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- 2 An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 3% x 5 yrs = \$37,500 is not an acceptable methodology)
- 3 This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- 4 Calculations for anticipated salary escalation must be provided.

CITY OF COACHELLA

Dillon Road Bridge Over Coachella Valley Stormwater Channel Project

SCOPE OF WORK - ESTIMATED HOURS WORKSHEET

Fully Loaded Hourly Rate (Direct Labor, overhead, and profit)			\$233.68	\$209.88	\$183.78	\$144.21	\$110.27	TOTAL HOURS	TOTAL FULLY LOADED LABOR COST PER TASK
TASKS	Task No.	Staff Name	Alex Zupanski*	Dick Ivy	Alex Eapen	Hui Trinh	Kevin Mach		
		Staff Classification	Project Manager	QA/QC Manager	Sr. Project Engineer	Assoc. Project Engineer	Asst. Project Engineer		
TOTAL HOURS FOR PROJECT			48	10	78	102	160	398	\$60,003.14
1	Project Management Services		12	0	8	0	0	20	\$4,274.44
	1.1	Project Coordination & Meetings	12		8			20	\$4,274.44
	1.2	Quality Assurance & Quality Control						0	\$0.00
	1.3	Project Administration						0	\$0.00
	1.4	Schedules						0	\$0.00
2	Preliminary Engineering Services		0	0	0	0	0	0	\$0.00
	2.1	Surveys and Base Mapping						0	\$0.00
	2.2	Preliminary Engineering						0	\$0.00
	2.3	Research of Record Information						0	\$0.00
	2.4	Develop Alternatives, Cost Estimates & Schedule						0	\$0.00
3	Engineer's Report		36	10	70	102	160	378	\$55,728.70
	3.1	Refine Alternatives						0	\$0.00
	3.2	Traffic Analysis	36	10	70	102	160	378	\$55,728.70
	3.3	Structural APS						0	\$0.00
	3.4	Preliminary Geotechnical Report						0	\$0.00
	3.5	Existing Utilities Research						0	\$0.00
	3.6	Conceptual Drainage Study						0	\$0.00
	3.7	Conceptual Ag-Drain Evaluation						0	\$0.00
	3.8	Value Analysis						0	\$0.00
	3.9	Preliminary Cost Estimate						0	\$0.00
	3.10	Right-of-Way Requirements Map						0	\$0.00
	3.11	Evaluate & Select Preferred Alternative						0	\$0.00
	3.12	Draft Engineer's Report						0	\$0.00
	3.13	Final Engineer's Report						0	\$0.00
4	Environmental Documentation		0	0	0	0	0	0	\$0.00
	4.1	Preliminary Environmental Study (PES) Form						0	\$0.00
	4.2	APE Map						0	\$0.00
	4.3	Location Hydraulic Study/Floodplain Evaluation Report						0	\$0.00
	4.4	Water Quality Assessment Report (WQAR)						0	\$0.00
	4.5	Air Quality Assessment						0	\$0.00
	4.6	Phase I Initial Site Assessment (ISA)						0	\$0.00
	4.7	Minor Visual Impact Assessment						0	\$0.00
	4.8	Noise Study Report						0	\$0.00
	4.9	Cultural Resources(ASR,HRER,HPSR)						0	\$0.00
	4.10	Native American Consultation						0	\$0.00
	4.11	Biological Resources (NES/Jurisdictional Delineation)						0	\$0.00
	4.12	Draft Environmental Document						0	\$0.00
	4.13	Public Circulation and Public Meetings						0	\$0.00
	4.14	Prepare Response to Comments						0	\$0.00
	4.15	Final Environmental Document (MND/FONSI)						0	\$0.00
	4.16	Notice of Determination						0	\$0.00
	4.17	Mitigation, Monitoring & Reporting Plan						0	0.0%
	4.18	Environmental Commitment Report						0	\$0.00
5	Optional Services		0	0	0	0	0	0	\$0.00
								0	\$0.00
								0	\$0.00
TOTAL FULLY LOADED LABOR COST PER CLASSIFICATION			\$11,216.68	\$2,098.81	\$14,335.12	\$14,709.30	\$17,643.23		\$60,003.14

Dillon Road Bridge Over CVSC

☐ Prime Consultant☒ Subconsultant☐ 2nd Tier SubConsultant Geocon West, Inc.

Project No. _____

Contract No. TBDDate 6-Mar-19

DIRECT LABOR

Classification/Title	Name	Hours	Hourly Rates	Total
Project Manager		-		\$0.00
QA/QC Manager				\$0.00
Bridge Manager				\$0.00
Value Engineer				\$0.00
Prin. Proj Engineer	Rick Day	2	\$60.00	\$120.00
Sr. Project Engineer	Mike Conkle	20	\$45.00	\$900.00
Sr. Project Engineer	Pam Murcel	3	\$60.00	\$180.00
Project Engineer	Sean Keffer	20	\$35.00	\$700.00
Engineer III				\$0.00
Engineer I	Ray Antoine**	22	\$46.08	\$1,013.76
Engineer I	Scott Brito**	34	\$46.08	\$1,566.72
Word Processor	Kelsey Filban	8	\$19.00	\$152.00
Draftsman	Dirk Hansen	7	\$40.00	\$280.00
		116		\$4,912.48

LABOR COSTS

a) Subtotal Direct Labor Costs

\$4,912.48

b) Anticipated Salary Increases (see page 2 for sample)

c) TOTAL DIRECT LABOR COSTS [(a) + (b)]

\$4,912.48

FRINGE BENEFITS

d) Fringe Benefits (Rate: 37.64%)

e) Total Fringe Benefits

[(c) x (d)] \$1,849.06

INDIRECT COSTS

f) Overhead

(Rate: 137.23%)

g) Overhead [(c) x (f)]

\$6,741.40

h) General and Administrative

(Rate: _____)

i) Gen & Admin [(c) x (h)]

\$0.00

j) Total Indirect Costs [(e) + (g) + (i)]

\$8,590.45

FIXED FEE (Profit)

q) (Rate: 10.00%)

k) TOTAL FIXED PROFIT [(c) + (j)] x (q)]

\$1,350.29

l) OTHER DIRECT COSTS (ODC)

Description

	Unit(s)	Unit Cost	Total
Pickup Trucks	2 Day	\$125	\$250.00
Copy Machine/ Reprographics	Months		\$0.00
Lab - Total Lead (soil and paint)	88 each	\$20	\$1,760.00
Lab - WET/TCLP (soil and paint)	58 each	\$75	\$4,350.00
Lab - pH (soil)	8 each	\$20	\$160.00
Lab - ACM by PLM	24 each	\$20	\$480.00
Lab - ACM Point Count	2 each	\$45	\$90.00
Level D PPE/Decon Rinse Equip	2 Day	\$25	\$50.00
GPS	1 Day	\$150	\$150.00
Mileage	140 Miles	\$0.580	\$81.20

l) TOTAL OTHER DIRECT COSTS \$7,371.20

m) Subconsultants:

Subconsultant 1:

\$0.00 0.00%

Subconsultant 2:

(DBE)

0.00%

Subconsultant 3:

0.00%

Subconsultant 4:

(DBE)

0.00%

m) TOTAL SUBCONSULTANT'S COSTS

\$0.00

n) Total Other Direct Costs Including Subconsultants[(l) + (m)]

\$7,371.20

TOTAL COST [(c) + (j) + (k) + (n)]

\$22,224.43

NOTES:

☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Sub

Consultant **Geocon West, Inc.**

Project No.

Contract No. TBD

Date 6-Mar-19

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by

Direct Labor Subtotal	Total Hours	Avg Hourly	2 Year Contract
per Cost Proposal	per Cost Proposal	Rate	Duration
\$4,912.48	116	= \$42.35	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$42.35	+	3%	=	\$43.62	Year 2 Avg Hourly Rate
Year 2	\$43.62	+	3%	=	\$44.93	Year 3 Avg Hourly Rate
Year 3	\$44.93	+	3%	=	\$46.28	Year 4 Avg Hourly Rate
Year 4	\$46.28	+	3%	=	\$47.66	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	116.0	=	116.0	Estimated Hours Year 1
Year 2	0.00%	*	116.0	=	0.0	Estimated Hours Year 2
Year 3		*	116.0	=	0.0	Estimated Hours Year 3
Year 4		*	116.0	=	0.0	Estimated Hours Year 4
Year 5		*	116.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	116.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$43.62	*	116	=	\$5,059.85	Estimated Hours Year 1
Year 2	\$44.93	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$46.28	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$47.66	*	0	=	\$0.00	Estimated Hours Year 4
Year 5		*		=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$5,059.85	
Direct Labor Subtotal before Escalation				=	\$4,912.48	
Estimated total of Direct Labor Salary Increase				=	\$147.37	Transfer to Page 1

NOTES:

- 1 This is not the only way to estimate salary increases. Other methods will be accepted if they indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- 2 An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 3% x 5 yrs = \$37,500 is not an acceptable methodology)
- 3 This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- 4 Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:


I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: William Lydon Title *: CFO

Signature :  Date of Certification (mm/dd/yyyy): 3/15/2019

Email: lydon@geoconinc.com Phone Number: 858 558-6900

Address: 2015 West Park Avenue, Suite #1, Redlands, CA 92373

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Environmental Engineering Consultation

Dillon Road Bridge Over CVSC☐ Prime Consultant☒ Subconsultant☐ 2nd Tier SubConsultant **NV5, Inc.**

Project No. _____

Contract No. TBDDate 13-Mar-19**DIRECT LABOR**

Classification/Title	Name	Hours	Hourly Rates	Total
Project Manager*	Jay Fahrion	70	\$65.09	\$4,556.30
Senior Surveyor	Nicholas Rossi	26	\$56.65	\$1,472.90
Senior Surveyor	Doug Boyle	67	\$38.62	\$2,587.54
Party Chief **	William Wheat	90	\$70.07	\$6,306.30
Assoc. Surveyor**	Josh Wehe	90	\$69.10	\$6,219.00
CADDII	Tony Zavala	24	\$28.50	\$684.00
UAV Manager*	Kurt Kathol	8	\$62.50	\$500.00
LiDAR/Surface Engineer Iil	Lucas Fraser	24	\$38.50	\$924.00
Mapping Engineer I	Jonathan Hettinger	12	\$28.50	\$342.00
107 Pilot	Christopher Hipwood	18	\$37.00	\$666.00
Mapping Engineer I	Danielle Mercure	18	\$28.50	\$513.00
Bridge Manager*	Jack Abcarius	33	\$91.98	\$3,035.34
Senior Bridge Engineer	Devan Dagley	24	\$67.73	\$1,625.52
		504		\$29,431.90

LABOR COSTS

a) Subtotal Direct Labor Costs

\$29,431.90

b) Anticipated Salary Increases (see page 2 for sample)

\$0.00

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$29,431.90**FRINGE BENEFITS**

d) Fringe Benefits (Rate: _____)

e) Total Fringe Benefits[(c) x (d)] \$0.00**INDIRECT COSTS**

f) Overhead

(Rate: 121.65%)

g) Overhead [(c) x (f)]

\$35,803.91

h) General and Administrative

(Rate: _____)

i) Gen & Admin [(c) x (h)]

\$0.00

j) Total Indirect Costs [(e) + (g) + (i)] \$35,803.91**FIXED FEE (Profit)**q) (Rate: 10.00%)**k) TOTAL FIXED PROFIT [(c) + (j)] x (q)]** \$6,523.58**I) OTHER DIRECT COSTS (ODC)****Description****Unit(s)****Unit Cost****Total**

Pickup Trucks

Months

\$0.00

Copy Machine/ Reprographics

Months

\$0.00

Office Supplies/Mails

Months

\$0.00

Mileage

750

Miles

\$0.580

\$435.00

I) TOTAL OTHER DIRECT COSTS

\$435.00

m) Subconsultants:

Subconsultant 1:

\$0.00

0.00%

Subconsultant 2:

(DBE)

0.00%

Subconsultant 3:

0.00%

Subconsultant 4:

(DBE)

0.00%

m) TOTAL SUBCONSULTANT'S COSTS

\$0.00

n) Total Other Direct Costs Including Subconsultants [(l) + (m)] \$435.00**TOTAL COST [(c) + (j) + (k) + (n)]** **\$72,194.39**

☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Sub

Consultant **NV5, Inc.**

Project No.

Contract No. TBD

Date 13-Mar-19

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by

Direct Labor Subtotal	Total Hours		Avg Hourly	2 Year Contract
per Cost Proposal	per Cost Proposal		Rate	Duration
\$29,431.90	504	=	\$58.40	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$58.40	+		=	\$58.40	Year 2 Avg Hourly Rate
Year 2	\$58.40	+	3%	=	\$60.15	Year 3 Avg Hourly Rate
Year 3	\$60.15	+	3%	=	\$61.95	Year 4 Avg Hourly Rate
Year 4	\$61.95	+	3%	=	\$63.81	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	504.0	=	504.0	Estimated Hours Year 1
Year 2	0.00%	*	504.0	=	0.0	Estimated Hours Year 2
Year 3		*	504.0	=	0.0	Estimated Hours Year 3
Year 4		*	504.0	=	0.0	Estimated Hours Year 4
Year 5		*	504.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	504.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$58.40	*	504	=	\$29,431.90	Estimated Hours Year 1
Year 2	\$60.15	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$61.95	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$63.81	*	0	=	\$0.00	Estimated Hours Year 4
Year 5		*		=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$29,431.90	
Direct Labor Subtotal before Escalation				=	\$29,431.90	
Estimated total of Direct Labor Salary Increase				=	\$0.00	Transfer to Page 1

Dillon Road Bridge Over CVSCCertification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Carmen Kasner Title *: Regional Managing Director

Signature :  Date of Certification (mm/dd/yyyy): 3/14/2019

Email: Carmen.Kasner@NV5.com Phone Number: (858) 385-213

Address:

CITY OF COACHELLA
Dillon Road Bridge Over Coachella Valley Stormwater Channel Project

SCOPE OF WORK - ESTIMATED HOURS WORKSHEET

Fully Loaded Hourly Rate (Direct Labor, overhead, and profit)		Staff Name	Staff Classification	Jay Fairbro	Nicholas Ross	\$138.12	\$94.16	\$170.84	\$168.48	\$69.49	\$152.38	\$93.87	\$89.49	\$90.21	\$88.49	\$224.26	\$165.14	TOTAL HOURS	TOTAL FULLY LOADED LABOR COST PER TASK																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
TASKS	Sub-Task No.	Staff Classification	Project Manager	Senior Surveyor	Senior Surveyor	Doug Boyle	Senior Surveyor	Party Chief	Assoc. Surveyor	CADD	Project Manager	Udr. Surface Engineer	Mapping Engineer	100' Pilot	Bridge Manager	Jack Abcarian	Senior Bridge Engineer	24	33	18	16	12	24	8	24	12	16	18	33	24	504	\$71,759.39																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										

\$1,076
\$72,836

Dillon Road Bridge Over CVSC

☐ Prime Consultant☒ Subconsultant☐ 2nd Tier SubConsultant **PACE**

Project No. _____

Contract No. TBDDate 6-Mar-19**DIRECT LABOR**

Classification/Title	Name	Hours	Hourly Rates	Total
Principal	Bruce Phillips	14	\$121.88	\$1,706.32
Project Manager	Jose Cruz	64	\$68.27	\$4,369.28
Project Engineer	Cherise Thompson	228	\$37.40	\$8,527.20
Design Engineer	Angel Ramirez	88	\$31.97	\$2,813.36
Sr. CAD Designer	Bao Phan	84	\$37.02	\$3,109.68
Project Coordinator	Christine Huch	72	\$28.00	\$2,016.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
		550		\$22,541.84

LABOR COSTS

a) Subtotal Direct Labor Costs

\$22,541.84

b) Anticipated Salary Increases (see page 2 for sample)

\$0.00

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$22,541.84**FRINGE BENEFITS**

d) Fringe Benefits (Rate: _____)

e) Total Fringe Benefits[(c) x (d)] \$0.00**INDIRECT COSTS**

f) Overhead

(Rate: 165.00%)g) Overhead [(c) x (f)] \$37,194.04

h) General and Administrative

(Rate: _____)

i) Gen & Admin [(c) x (h)] \$0.00**j) Total Indirect Costs [(e) + (g) + (i)]** \$37,194.04**FIXED FEE (Profit)**q) (Rate: 10.00%)**k) TOTAL FIXED PROFIT [(c) + (j)] x (q)]** \$5,973.59**I) OTHER DIRECT COSTS (ODC)**

Description	Unit(s)	Unit Cost	Total
Pickup Trucks	Months		\$0.00
Copy Machine/ Reprographics	Months		\$0.00
Office Supplies/Mails	Months		\$0.00
Mileage	Miles	\$0.580	\$0.00
I) TOTAL OTHER DIRECT COSTS			<u>\$0.00</u>

m) Subconsultants:

Subconsultant 1:

\$0.00 0.00%

Subconsultant 2:

(DBE)

\$0.00 0.00%

Subconsultant 3:

\$0.00 0.00%

Subconsultant 4:

(DBE)

\$0.00 0.00%

m) TOTAL SUBCONSULTANT'S COSTS \$0.00**n) Total Other Direct Costs Including Subconsultants [(I) + (m)]** \$0.00**TOTAL COST [(c) + (j) + (k) + (n)]** **\$65,709.46**

☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Sub

Consultant **PACE**

Project No.

Contract No. TBD

Date 27-Feb-19

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by

Direct Labor Subtotal	Total Hours		Avg Hourly	2 Year Contract
per Cost Proposal	per Cost Proposal		Rate	Duration
\$22,541.84	550	=	\$40.99	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$40.99	+	0%	=	\$40.99	Year 2 Avg Hourly Rate
Year 2	\$40.99	+	3%	=	\$42.21	Year 3 Avg Hourly Rate
Year 3	\$42.21	+	3%	=	\$43.48	Year 4 Avg Hourly Rate
Year 4	\$43.48	+	3%	=	\$44.79	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	550.0	=	550.0	Estimated Hours Year 1
Year 2	0.00%	*	550.0	=	0.0	Estimated Hours Year 2
Year 3		*	550.0	=	0.0	Estimated Hours Year 3
Year 4		*	550.0	=	0.0	Estimated Hours Year 4
Year 5		*	550.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	550.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$40.99	*	550	=	\$22,541.84	Estimated Hours Year 1
Year 2	\$42.21	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$43.48	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$44.79	*	0	=	\$0.00	Estimated Hours Year 4
Year 5		*		=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$22,541.84	
Direct Labor Subtotal before Escalation				=	\$22,541.84	
Estimated total of Direct Labor Salary Increase				=	\$0.00	Transfer to Page 1

SCOPE OF WORK - ESTIMATED HOURS WORKSHEET

Fully Loaded Hourly Rate (Direct Labor, overhead, and profit)		\$355.28	\$199.01	\$109.02	\$93.19	\$107.91	\$81.62	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	TOTAL HOURS		TOTAL FULLY LOADED LABOR COST PER TASK
TASKS	Task No.	Staff Name	Principal	Project Manager	Project Engineer	Design Engineer	Sr. CAD Designer	Project Coordinator								
		Bruce Phillips														
1	TOTAL HOURS FOR PROJECT		14	64	228	88	84	72	0	0	0	0	0	550		\$65,709.46
	Bridge Hydraulics & Scour study		14	64	228	88	84	72	0	0	0	0	0	550		\$65,709.46
	1	Data Collection / Research / Initial Agency Coordination			8	8	8									\$4,073.07
	2	Existing and Proposed Bridge Hydraulics Impacts Analysis	4		4	8	12							44		\$5,875.36
	3	Proposed Bridge Scour / Sediment Transport Analysis	8		8	40	16							72		\$10,286.22
	4	Detailed Bridge / Channel Improvement Features	2		4	24	24							54		\$6,713.01
	5	Technical Basis of Design Report		4	40	8	16	16						84		\$8,934.94
	6	Caltrans Technical Reports			32	8		16						60		\$6,336.16
	7	FEMA Conditional Letter of Map Revision Submittal Package		4	24	16		16						60		\$6,209.53
	8	Technical Review-Report Analysis Revisions		16	40	16	24	24						120		\$13,584.83
	9	Meetings/Technical Coordination			12									24		\$3,696.34
TOTAL FULLY LOADED LABOR COST PER CLASSIFICATION			\$4,973.92	\$12,736.45	\$24,856.79	\$8,200.94	\$9,064.72	\$5,876.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$65,709.46

Dillon Road Bridge Over CVSC☐ Prime Consultant☒ Subconsultant☐ 2nd Tier SubConsultant **TranSystems Corporation**

Project No. _____

Contract No. TBDDate 27-Feb-19**DIRECT LABOR**

Classification/Title	Name	Hours	Hourly Rates	Total
Project Manager & QA/QC	Ayman Salama, PE	16	\$170.92	\$2,734.69
Bridge Manager	Andre Issa, PE	120	\$61.49	\$7,378.92
Engineer II	Jaime Garcia, PE	120	\$37.04	\$4,444.66
		256		\$14,558.27

LABOR COSTS

a) Subtotal Direct Labor Costs

\$14,558.27

b) Anticipated Salary Increases (see page 2 for sample)

\$0.00

c) TOTAL DIRECT LABOR COSTS [(a) + (b)]

\$14,558.27

FRINGE BENEFITSd) Fringe Benefits (Rate: 49.84%)**e) Total Fringe Benefits**

[(c) x (d)] \$7,255.84

INDIRECT COSTSf) Overhead (Rate: 79.39%)

g) Overhead [(c) x (f)] \$11,557.81

h) General and Administrative (Rate: 21.30%)

i) Gen & Admin [(c) x (h)] \$3,100.91

j) Total Indirect Costs [(e) + (g) + (i)]

\$21,914.56

FIXED FEE (Profit)q) (Rate: 10.00%)**k) TOTAL FIXED PROFIT [(c) + (j)] x (q)]**

\$3,647.28

l) OTHER DIRECT COSTS (ODC)**Description****Unit(s)****Unit Cost****Total**

Pickup Trucks

Months

\$0.00

Copy Machine/ Reprographics

Months

\$0.00

Office Supplies/Mails

Months

\$0.00

Mileage

Miles

\$0.580

\$0.00

l) TOTAL OTHER DIRECT COSTS

\$0.00

m) Subconsultants:

Subconsultant 1:

\$0.00

0.00%

Subconsultant 2:

(DBE)

\$0.00

0.00%

Subconsultant 3:

\$0.00

0.00%

Subconsultant 4:

(DBE)

\$0.00

0.00%

m) TOTAL SUBCONSULTANT'S COSTS

\$0.00

n) Total Other Direct Costs Including Subconsultants [(l) + (m)]

\$0.00

TOTAL COST [(c) + (j) + (k) + (n)]**\$40,120.11**

☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Sub

Consultant **TranSystems Corporation**

Project No.

Contract No. TBD

Date 27-Feb-19

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by

Direct Labor Subtotal	Total Hours		Avg Hourly	2 Year Contract
per Cost Proposal	per Cost Proposal		Rate	Duration
\$14,558.27	256	=	\$56.87	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$56.87	+	0%	=	\$56.87	Year 2 Avg Hourly Rate
Year 2	\$56.87	+	3%	=	\$58.57	Year 3 Avg Hourly Rate
Year 3	\$58.57	+	3%	=	\$60.33	Year 4 Avg Hourly Rate
Year 4	\$60.33	+	3%	=	\$62.14	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	256.0	=	256.0	Estimated Hours Year 1
Year 2	0.00%	*	256.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	256.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	256.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	256.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	256.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$56.87	*	256	=	\$14,558.27	Estimated Hours Year 1
Year 2	\$58.57	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$60.33	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$62.14	*	0	=	\$0.00	Estimated Hours Year 4
Year 5		*		=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$14,558.27	
Direct Labor Subtotal before Escalation				=	\$14,558.27	
Estimated total of Direct Labor Salary Increase				=	\$0.00	Transfer to Page 1

