

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



ITEM: 3.23
(ID # 17629)

MEETING DATE:
Tuesday, February 08, 2022

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval of the Consulting Services Agreement between the County of Riverside and CNS Engineers, Inc. for the Skyview Road Pedestrian Bridge Over French Valley Channel Project. District 3. [\$553,562 Total Cost - Developer Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Consulting Services Agreement between the County of Riverside and CNS Engineers, Inc. for the Skyview Road Pedestrian Bridge over French Valley Channel Project, in the amount not to exceed \$553,562, for FY 21/22 – 25/26; and
2. Authorize the Chair of the Board to execute the same on behalf of the County.

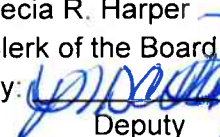
ACTION:Policy


Mark Lancaster, Director of Transportation 12/29/2021

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: February 8, 2022
xc: Transportation

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Years:	Total Cost:	Ongoing Cost
COST	\$498,593	\$54,969	\$ 553,562	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Developers Contributions Fund (100%). There are no General Funds used in this project.			Budget Adjustment: No	
			For Fiscal Year: 20/21-25/26	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside (County) proposes to construct a new pedestrian bridge to cross the French Valley Channel along Skyview Road in the Community of French Valley in the County's unincorporated Southwest Area.

County's General Plan designates Skyview Road as a Collector street that connects Highway 79 (Winchester Road) and Pourroy Road in the unincorporated French Valley community of Riverside County, California. There is a road gap on Skyview Road at the French Valley Channel approximately 800 feet east of Highway 79. Although a highway bridge is not included in the County General Plan Circulation Element to cross the French Valley Channel at the location, the County has determined a need to provide continuity of pedestrian access on Skyview Road to cross the French Valley Channel. The proposed bridge will provide multipurpose access for pedestrians and bicyclists.

A new library, "The French Valley Library", has been constructed at the northwest quadrant of the proposed bridge in a separate project by the County. The proposed bridge will provide a trail path connection for pedestrians and bicyclists between the French Valley Library on the west and the Susan LaVorgna Elementary School and surrounding community on the east.

The County proposes a clear width of 16 feet for the bridge deck, as the bridge shall be wide enough to serve as a multipurpose trail for both pedestrian and bicycle traffic. Elements of the aesthetic treatments on the bridge will complement key aesthetic features of the French Valley Library.

The County initiated the Advance Planning Study (APS) for the proposed Skyview Pedestrian bridge in the beginning of the fiscal year 2018. At that time the County engaged on-call Consultant, "CNS Engineers" (CNS) to prepare the APS report.

CNS was later assigned to perform Phase 1 of the project development: Preliminary Engineering (PE), including preparing the Type Selection Report of the proposed bridge under their On-Call contract. It is now the desire of the County to have CNS perform the remaining services in three phases, which includes:

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Phase II – Plans, Specifications & Estimates,
Phase III – Construction Bid Support
Phase IV – Construction Support

Skyview Pedestrian Bridge Project Number: C-90015

Impact on Residents and Businesses

The proposed improvements will provide an uninterrupted path across the French Valley Channel and will promote active transportation while improving safety and enhancing operational efficiency for pedestrians on Skyview Road.

SUPPLEMENTAL:

Additional Fiscal Information:

The consultant's proposed fee for the Scope of Work is \$553,562. The work will be funded with Developers Contributions Fund (100%). The contract expiration date is December 31, 2026.

There are no General Funds associated with this agreement.

Contract History and Price Reasonableness

The consultant's negotiated fee proposal is below the County's independent fee estimate and is comparable to current county projects of similar scope and complexity.

ATTACHMENTS:

Vicinity Map
Agreement



Jason Farin, Principal Management Analyst

2/1/2022



Gregory J. Priamos, Director County Counsel

2/1/2022

Contract No. [X]
Termination Date: June 30, 2026
Amount Authorized: \$553,561.52

CONSULTING SERVICES AGREEMENT

for

**Skyview Road Pedestrian Bridge
over French Valley Channel Project**

between

County of Riverside • Transportation Department

and

CNS Engineers, Inc.



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ARTICLE I INTRODUCTION

A. This Consultant Services Agreement ("Agreement") is entered into this _____ day of _____, 20_____, by and between COUNTY OF RIVERSIDE, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and CNS Engineers, Inc., a California Corporation, hereinafter referred to as "CONSULTANT".

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

The CONSULTANT's Project Manager for CONSULTANT shall be:

James Lu

Located at:

11870 Pierce Street, Suite 265, Riverside, CA 92505

The COUNTY's Contract Administrator for COUNTY shall be:

Umer Ahmed

Located at:

3525 14TH Street, Riverside, CA 92501

C. CONSULTANT shall perform:

The covenants set forth in Article III entitled Statement of Work;

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

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

D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of COUNTY.

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

F. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

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

H. COUNTY is designated as the lead agency for PROJECT and is working cooperatively with other agencies in the effort to complete the PROJECT.

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

COUNTY OF RIVERSIDE DEPARTMENTS

UTILITY COMPANIES

VARIOUS REGULATORY AGENCIES AS NEEDED

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

A. To ensure understanding and performance of the contract objectives, meetings between COUNTY, AGENCIES, and CONSULTANT shall be held as often as deemed necessary (typically at least monthly). All work objectives, CONSULTANT's work schedule, the terms of the contract and any other related issues will be discussed and/or resolved. CONSULTANT shall keep minutes of meetings and distribute copies of minutes as appropriate. Progress reporting shall conform with the contract administration requirements of the COUNTY's Consulting Services Manual including providing updated copies of the following documents at each project coordination meeting.

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

B. CONSULTANT's Project Manager shall meet with COUNTY's Contract Administrator, as needed, which could be as often as monthly, to discuss progress on the contract.

ARTICLE III STATEMENT OF WORK

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

ARTICLE IV PERFORMANCE PERIOD

- 1 A. This contract shall go into effect upon approval by COUNTY, and CONSULTANT shall commence work after
2 notification to proceed by COUNTY'S Contract Administrator. The contract shall end on *June 30, 2026* unless
3 extended by contract amendment.
- 4 B. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the
5 contract is fully executed and approved by COUNTY.
- 6 C. Services provided under this contract may be performed in separate Milestones or Phases. The sequencing
7 and scheduling of these Milestones or Phases is set forth in Attachment B, Schedule of Services, which is
8 attached hereto and incorporated herein by reference.

9 **ARTICLE V ALLOWABLE COSTS AND PAYMENTS**

- 10 A. The method of payment for this contract will be based on actual cost plus a fixed fee. COUNTY will reimburse
11 CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs,
12 overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will
13 not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment
14 rental, overhead, and other estimated costs set forth in Attachment C, the CONSULTANT's Compensation
15 Plan, which is attached hereto and incorporated herein by reference, unless additional reimbursement is
16 provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a
17 rate that exceeds COUNTY's approved overhead rate set forth in the Compensation Plan. In the event, that
18 COUNTY determines that a change to the work from that specified in the Contract is required, the contract time
19 or actual costs reimbursable by COUNTY shall be adjusted by contract amendment to accommodate the
20 changed work. The maximum total cost as specified in Article V.H shall not be exceeded, unless authorized by
21 contract amendment.
- 22 B. In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of *Thirty-Four Thousand*
23 *Nine Hundred Forty-Six Dollars and Eighty-One Cents (\$34,946.81)*. The fixed fee is nonadjustable for the
24 term of the contract, except in the event of a significant change in the scope of work and such adjustment is
25 made by contract amendment.
- 26 C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the
27 Compensation Plan.
- 28 D. When milestone or phase cost estimates are included in the Compensation Plan, CONSULTANT shall obtain
29 prior written approval for a revised milestone or phase cost estimate from the COUNTY's Contract 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, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.

F. No payment will be made prior to approval or 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 COUNTY's Contract Administrator of itemized invoices. 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 or Phase and each project as applicable. Invoices shall follow the format stipulated for the Compensation Plan using the Project-specific & Multi-phase Contract Invoice templates provided in the COUNTY Consulting Services Manual and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work. Invoices shall be mailed to COUNTY's Contract Administrator at the address provided in Article I.B.

H. The total amount payable by COUNTY including the fixed fee shall not exceed *Five Hundred Fifty-Three Thousand Five Hundred Sixty-One Dollars and Fifty-Two Cents (\$553,561.52)*.

I. Salary increases will be reimbursable if the new salary is within the salary range identified in the Compensation Plan and is approved by COUNTY's Contract Administrator.

J. 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.

K. The services included under the terms of this contract are funded in whole or in part as noted below:

Federal funds: ☐ are included ☒ are not included

State funds: ☐ are included ☒ are not included

ARTICLE VI TERMINATION

A. COUNTY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.

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

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

9 A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition
10 Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual
11 items.

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

14 C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be
15 unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part
16 31.000 et seq., are subject to repayment by CONSULTANT to COUNTY.

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

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

29 **ARTICLE IX AUDIT REVIEW PROCEDURES**

- 1 A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not
2 disposed of by agreement, shall be reviewed by COUNTY'S Chief Financial Officer.
- 3 B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by
4 COUNTY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in
5 writing.
- 6 C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONSULTANT from full and
7 timely performance, in accordance with the terms of this contract.
- 8 D. Audit Terms and Conditions if the amount shown in Article V.H is greater than \$150,000 and less than
9 \$3,500,000.
- 10 CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews
11 such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper
12 review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable,
13 will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the
14 instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or
15 local government officials are allowed full access to the CPA's work papers including making copies as
16 necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by
17 COUNTY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that
18 individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if
19 directed by COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review
20 recommendations, or to ensure that the federal, state or local governments have access to CPA work papers,
21 will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior
22 reimbursed costs.
- 23 E. Audit Terms and Conditions if the amount shown in Article V.H is \$3,500,000 or greater and if Article V.K
24 identifies that Federal or State funds are used, in whole or in part, to fund the services performed under this
25 contract then compliance with the auditing provisions as described below is required. If the services are not
26 identified as funded in whole or in part with Federal or State funds then compliance with the auditing provisions
27 of Article IX.D shall apply.
- 28 CONSULTANT Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and
29 Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR

documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the COUNTY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

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

- a. If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
 - b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
 - c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.
2. If Caltrans is unable to issue a cognizant letter per Article IX.E.1. above, Caltrans may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
3. If the CONSULTANT fails to comply with the provisions of this Article IX.E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth in Article IX.E.1. above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this contract.

4. CONSULTANT may submit to COUNTY final invoice only when all of the following items have occurred:
(1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this contract has been completed to the satisfaction of LOCAL AGENCY; and, (3) Caltrans has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO COUNTY no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between COUNTY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

A. Nothing contained in this contract or otherwise, shall create any contractual relation between COUNTY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COUNTY 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 COUNTY'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 contract shall be subcontracted without written authorization by COUNTY's Contract Administrator, except that, which is expressly identified in the Compensation Plan.

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

D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.

E. Any substitution of subconsultant(s) must be approved in writing by COUNTY's Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE XI EQUIPMENT PURCHASE

A. Prior authorization in writing, by COUNTY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

- 1 B. For purchase of any item, service or consulting work not covered in CONSULTANT's Compensation Plan and
2 exceeding \$5,000 prior authorization by COUNTY's Contract Administrator; three competitive quotations must
3 be submitted with the request, or the absence of bidding must be adequately justified.
- 4 C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain
5 an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at
6 least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and
7 is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the
8 contract is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal
9 to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in
10 accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price.
11 If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's
12 expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained
13 from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to sell the
14 equipment, the terms and conditions of such sale must be approved in advance by COUNTY." 2 CFR, Part
15 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000
16 is credited to the project.

17 **ARTICLE XII STATE PREVAILING WAGE RATES**

18 In the event that a portion of the work performed by CONSULTANT are by crafts affected by state labor laws, the
19 following terms and conditions shall apply.

- 20 A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in
21 accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances
22 applicable to the work.
- 23 B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction
24 or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of
25 the provisions of this Article, unless the awarding agency has an approved labor compliance program by the
26 Director of Industrial Relations.
- 27 C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence
28 costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined
29 in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

When all of the work performed by CONSULTANT is performed by crafts not affected by state labor laws or are not contemplated for use, the State of California's General Prevailing Wage Rates are not applicable to this contract.

Note: The Federal "Payment of Predetermined Minimum Wage" applies only to federal-aid construction contracts.

ARTICLE XIII CONFLICT OF INTEREST

A. CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY 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 contract.

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

D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

ARTICLE XV PROHIBITION OF EXPENDING COUNTY 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 COUNTY 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 contract; 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 contract, 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 contract, 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 31 U.S.C. Section 1352. 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 subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

ARTICLE XVI 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 Code of Regulations, Section 11102.

B. During the performance of this Contract, 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, national origin, ethnic group identification, age, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), genetic information, marital status, or sexual orientation. 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 thereunder (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 Contract 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.

ARTICLE XVII 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 (non procurement)", 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

COUNTY.

- 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 System for Award Management (SAM) maintained by the General Services Administration are to be determined by the Federal Highway Administration.

ARTICLE XVIII FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to COUNTY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or COUNTY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. COUNTY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

ARTICLE XIX CHANGE IN TERMS

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. All modifications that do not fit within the definition of a minor modification shall be considered a major change and must be approved by amendment.
- C. Minor modifications are changes or additions to the services being provided as defined in Article IV Statement of Work but that are consistent with and needed to complete the contracted services and do not require an increase in the total amount payable by COUNTY as provided in Article V.H and does not reduce the budget allowed for any subconsultant classified in this Agreement as a DBE. Minor modifications are approved as follows:
 - Shifting of budget and/or work between tasks within a single Milestone or Phase is allowable without authorization by COUNTY.

Shifting of budget and/or work between different Milestones or Phases may be approved by execution of a Administrative Budget Modification by both CONSULTANT and COUNTY in accordance with the procedures specified in the COUNTY Consulting Services Manual.

D. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by COUNTY's Contract Administrator.

E. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed as Key Personnel in the approved Scope of Services, which is a part of this contract without prior written approval by COUNTY's Contract Administrator.

ARTICLE XX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

If Article V.K identifies that Federal funds are used, in whole or in part, to fund the services performed under this contract then compliance with the provisions of Article XX as described below is required. If Article V.K identifies that services are not funded in whole or in part with Federal funds then compliance with the requirements of Article XX is not required.

A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

B. The goal for DBE participation for this contract is 0 %. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as COUNTY deems appropriate.

D. Any subcontract entered into as a result of this contract shall contain all of the provisions of Article XX.

- 1 E. A DBE firm may be terminated only with prior written approval from COUNTY and only for the reasons specified
2 in 49 CFR 26.53(f). Prior to requesting COUNTY consent for the termination, CONSULTANT must meet the
3 procedural requirements specified in 49 CFR 26.53(f).
- 4 F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the
5 contract and is carrying out its responsibilities by actually performing, managing, and supervising the work
6 involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on
7 the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where
8 applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the
9 amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the, contract
10 is commensurate with the work it is actually performing, and other relevant factors.
- 11 G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or
12 project through which funds are passed in order to obtain the appearance of DBE participation. In determining
13 whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do
14 not participate.
- 15 H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its
16 contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than
17 would be expected on the basis of normal industry practice for the type of work involved, it will be presumed
18 that it is not performing a CUF.
- 19 I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into
20 with certified DBEs. The records shall show the name and business address of each DBE or vendor and the
21 total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of
22 payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work
23 performed by their own forces along with the corresponding dollar value of the work.
- 24 J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form
25 entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants"
26 CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized
27 representative and shall be furnished to the COUNTY's Contract Administrator with the final invoice. Failure to
28 provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar
29 value of the invoice being withheld from payment until the form is submitted. The amount will be returned to

CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the COUNTY's Contract Administrator.

- K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within 30 days.

ARTICLE XXI CONTINGENT FEE

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

ARTICLE XXII DISPUTES

- A. In the event CONSULTANT considers any work demanded of him to be outside the requirements of the Agreement, or if he considers any order, instruction, or decision of COUNTY to be unfair, he shall promptly upon receipt of such order, instruction or decision, ask for a written confirmation of the same whereupon he shall proceed without delay to perform the work or to conform to the order, instruction, or decision; but unless CONSULTANT finds such order, instruction, or decision satisfactory, he shall within 20 days after receipt of same, file a written protest with COUNTY stating clearly and in detail his objections and reasons therefore. Except for such protests or objections as are made of record in the manner specified and within the time stated herein, and except for such instances where the basis of a protest could not reasonably have been foreseen by CONSULTANT within the time limit specified for protest, CONSULTANT hereby waives all grounds for protests or objections to the orders, instruction, or decisions of COUNTY and hereby agrees that, as to all matters not included in such protests, the orders, instructions and decisions of COUNTY will be limited to matters properly falling within COUNTY's authority.

- B. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of COUNTY's Contract Administrator and Director of

Transportation or designee, who may consider written or verbal information submitted by CONSULTANT.

- C. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by COUNTY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- D. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

ARTICLE XXIII INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit COUNTY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

ARTICLE XXIV SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by COUNTY Safety Officer and other COUNTY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. In the event CONSULTANT performs trenching of five feet or deeper in the performance any service provided under this Agreement, CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

ARTICLE XXV INDEMNIFICATION AND INSURANCE

A. Basic Indemnity

1. To the fullest extent permitted by applicable law, CONSULTANT agrees to defend (through legal counsel

reasonably acceptable to COUNTY), indemnify, and hold harmless the County of Riverside, its Agencies, Districts, Departments and Special Districts, Board of Supervisors, elected and appointed officials, and each of their respective directors, members officers, employees, agents, volunteers and representatives ("Indemnitees") and each of them from any and all Losses that arise out of or relate to any act or omission constituting ordinary and not professional negligence (including, without limitation, negligent breach of contract), recklessness, or willful misconduct on the part of CONSULTANT or its subconsultants or their respective employees, agents, representatives, or independent contractors.

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

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

B. Indemnity for Design Professional Services

1. To the fullest extent permitted by Applicable Law, CONSULTANT agrees to defend (through legal counsel reasonably acceptable to COUNTY), indemnify and hold harmless the Indemnitees, and each of them, against any and all Losses that arise out of, pertain to, or relate to, any negligence, recklessness or willful misconduct constituting professional negligence on the part of CONSULTANT or its Subconsultants, or their respective employees, agents, representatives, or independent contractors. The Indemnitees shall be entitled to the defense, and indemnification provided for hereunder regardless of whether the Loss is, in part, caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to

1 indemnify and hold harmless any Indemnitee to the extent not required under the provisions of this section.
2 CONSULTANT shall defend and pay, all costs and fees, including but not limited to attorney fees, cost of
3 investigation, and defense, in any loss, suits, claims, demands, actions, or proceedings to the extent and
4 in proportion to the percentage, such costs and fees arise out of, pertain to, or relate to the negligence,
5 recklessness or willful misconduct of CONSULTANT arising out of or from the performance of professional
6 design services under this Agreement. The duty to defend applies to any alleged or actual negligence,
7 recklessness, willful misconduct of CONSULTANT. The cost for defense shall apply whether or not
8 CONSULTANT is a party to the lawsuit and shall apply whether or not CONSULTANT is directly liable to
9 the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively
10 negligent, but only in proportion to the percentage of fault or negligence of CONSULTANT.

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

23 B. INSURANCE

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

1. Workers' Compensation:

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

2. Commercial General Liability:

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

3. Vehicle Liability:

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

4. Professional Liability

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

insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

5. General Insurance Provisions - All lines:

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b. The CONSULTANT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONSULTANT'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- c. CONSULTANT shall cause CONSULTANT'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONSULTANT shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and

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

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

ARTICLE XXVI OWNERSHIP OF DATA

- A. Ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in COUNTY; and no further agreement will be necessary to transfer ownership to COUNTY. CONSULTANT shall furnish COUNTY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into. CONSULTANT acknowledges that the plans, drawings and/or other work products may be used by COUNTY for the PROJECT regardless of any disputes that may develop between CONSULTANT and COUNTY. All plans, drawings, or other work product shall be deemed the sole and exclusive property of COUNTY to be used as desired by COUNTY, and ownership thereof is irrevocably vested in COUNTY whether

the PROJECT is implemented or not.

- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by COUNTY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by COUNTY of the project documentation on other projects, for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA and COUNTY shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by COUNTY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with COUNTY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from COUNTY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.
- C. Services of CONSULTANT's personnel in connection with COUNTY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to COUNTY's operations, which are designated confidential by COUNTY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by COUNTY relating to the contract,

shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

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

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

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

F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than COUNTY.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

ARTICLE XXX LEGAL COMPLIANCE

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

ARTICLE XXXI EVALUATION OF CONSULTANT

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

ARTICLE XXXII RETENTION OF FUNDS

A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.

B. COUNTY will withhold the last 10 percent of the budget for preparation of the final PS&E documents. The 10

percent retainage is to be held after 90% of the PS&E phase has been billed and is not to be deducted from each invoice. The amount retained will be paid to CONSULTANT after COUNTY has approved CONSULTANT's PS&E documents. The CONSULTANT, or subconsultant, shall return all monies withheld in retention from a subconsultant within thirty (30) days after receiving payment. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over thirty (30) days may take place only for good cause and with the COUNTY's prior written approval. Any violation of this provision shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the CONSULTANT, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

ARTICLE XXXIII NOTIFICATION

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

ARTICLE XXXIV. CONTRACT

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

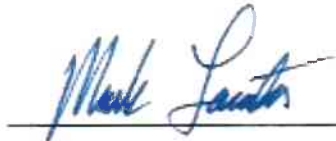
This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or

1 process attached to or logically associated with an electronic record and executed or adopted by a person with the
2 intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes
3 use of an electronic signature for transactions and contracts among parties in California, including a government
4 agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have
5 the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For
6 purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section
7 1633.2 of the Civil Code.

ARTICLE XXXV APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:



Mark Lancaster

Director of Transportation

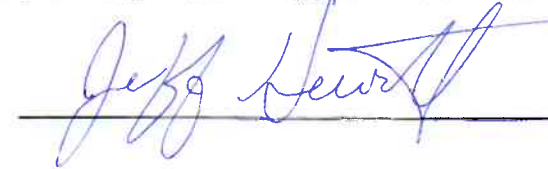
APPROVED AS TO FORM:

GREGORY P. PRIAMOS, County Counsel



Deputy County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS



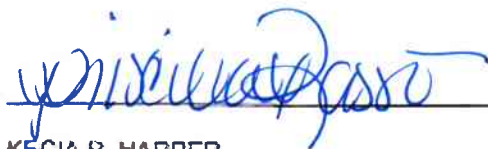
Jeff Hewitt

PRINTED NAME

Chair, Riverside County Board of Supervisors

FEB 08 2022

ATTEST:



KECIA R. HARPER

Clerk of the Board (SFAI)

CONSULTANT Approvals

CONSULTANT:



Jong-Jiann (James) Lu, PE, SE

PRINTED NAME

President

TITLE

CONSULTANT:



Hui-Min Huang, CPA

PRINTED NAME

CFO

TITLE

ATTACHMENT A • SCOPE OF SERVICES

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ARTICLE AI • INTRODUCTION

A. DESCRIPTION

The County of Riverside (COUNTY) proposes to construct a new pedestrian bridge to cross the French Valley Channel at the road gap along the Skyview Road in the Community of French Valley in the COUNTY's unincorporated Southwest Area.

County's General Plan designates the Skyview Road as a Collector that connects Highway 79 (Winchester Road) and Pourroy Road in the French Valley community in the unincorporated area of Riverside County, California. There is a road gap on the Skyview Road at the French Valley Channel, approximately 800 feet east of Highway 79. COUNTY has determined a need to provide continuity of pedestrian access on the Skyview Road to cross the French Valley Channel without requiring a highway bridge. The proposed bridge will provide multipurpose access for pedestrians and bicyclists.

A new library, the French Valley Library, has been constructed at the northwest quadrant of the proposed bridge in a separate project by COUNTY. The proposed bridge will provide a trail path between the French Valley Library and the Susan LaVorgna Elementary School located at the southeast corner of the intersection of Skyview Road and Via Santiago/Algarve Avenue. The aesthetic treatments of the proposed bridge will match the features of the French Valley Library.

The proposed bridge will consist of a 16-foot-wide walkway and will be approximately 370 feet long. Architectural treatments will be implemented on the railings along the edges of the bridge deck, deck surface, and exterior faces of the structure girder to enhance the bridge aesthetics. Bridge railings with decorative low-profile LED lights to enhance safety on the walkway at night without spillage onto the biologically sensitive channel bed will be installed. A lookout observation platform is proposed at the middle of the bridge to allow the viewing of scenery around the project site.

The proposed bridge will be designed to carry emergency vehicles while also preventing regular or overload vehicles from accidentally entering the bridge by utilizing removable bollards placed at each end of the bridge.

There will be improvements to the channel riprap-lined slopes to accommodate the bridge abutments and storm drain relocation. However, the channel bottom will remain earthen other than the installation of the bridge pier foundations. The project includes reconstruction of the drainage culvert and its connected storm drain pipes at the east bank to improve water quality.

B. LOCATION

The PROJECT site is located in the COUNTY approximately 800 feet east of Winchester Road in the County of Riverside, California.



C. COORDINATION

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

- County of Riverside Departments
- Utility Companies
- Various Regulatory Agencies as needed

D. PHASES

The services performed by CONSULTANT will be accomplished in 3 Phases:

- Phase II – Plans, Specifications & Estimates
- Phase III – Construction Bid Support

- Phase IV – Construction Support

Phase II shall proceed upon written notice to proceed by COUNTY. The subsequent phases shall not proceed until authorized in writing by COUNTY.

E. STANDARDS

The Plans, Specifications and Estimates shall be prepared in accordance with current State Department of Transportation (CALTRANS) regulations, policies, procedures, manuals and standards including compliance with Federal Highway Administration (FHWA) requirements and/or COUNTY Road Standards as appropriate. Improvements of local roads may be prepared in accordance with COUNTY standards in lieu of CALTRANS standards as directed by the COUNTY PROJECT MANAGER. CONSULTANT will prepare fact sheets for COUNTY approval, documenting the exceptions to mandatory and advisory design standards. All documents shall be prepared using English Standard Units and dimensions.

1. Survey

All preliminary surveys and aerial mapping, if required, shall be performed by COUNTY.

2. Design

Roadway design shall be in accordance with the current CALTRANS Highway Design Manual and its revisions and/or COUNTY Road Standards as appropriate. Traffic design shall be in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) and the California Supplement. Basic design shall be in accordance with the approved Technical Report and final Environmental Document including any supplements and/or updates. Microstation (compatible with current CALTRANS version) software will be used as the design software.

3. Geographical Information System (GIS)

- "GIS Information" shall include GIS digital files (including the information or data contained therein) and any other information, data, or documentation from COUNTY GIS (regardless of medium or format) that is provided pursuant to this Agreement.
- CONSULTANT acknowledges that the unauthorized use, transfer, assignment, sublicensing, or disclosure of the GIS information, documentation, or copies thereof will substantially diminish their value to COUNTY. CONSULTANT acknowledges and agrees that COUNTY GIS information is a valuable proprietary product, embodying substantial creative efforts, trade secrets, and confidential information and ideas. COUNTY GIS information is and shall remain the sole property of COUNTY;

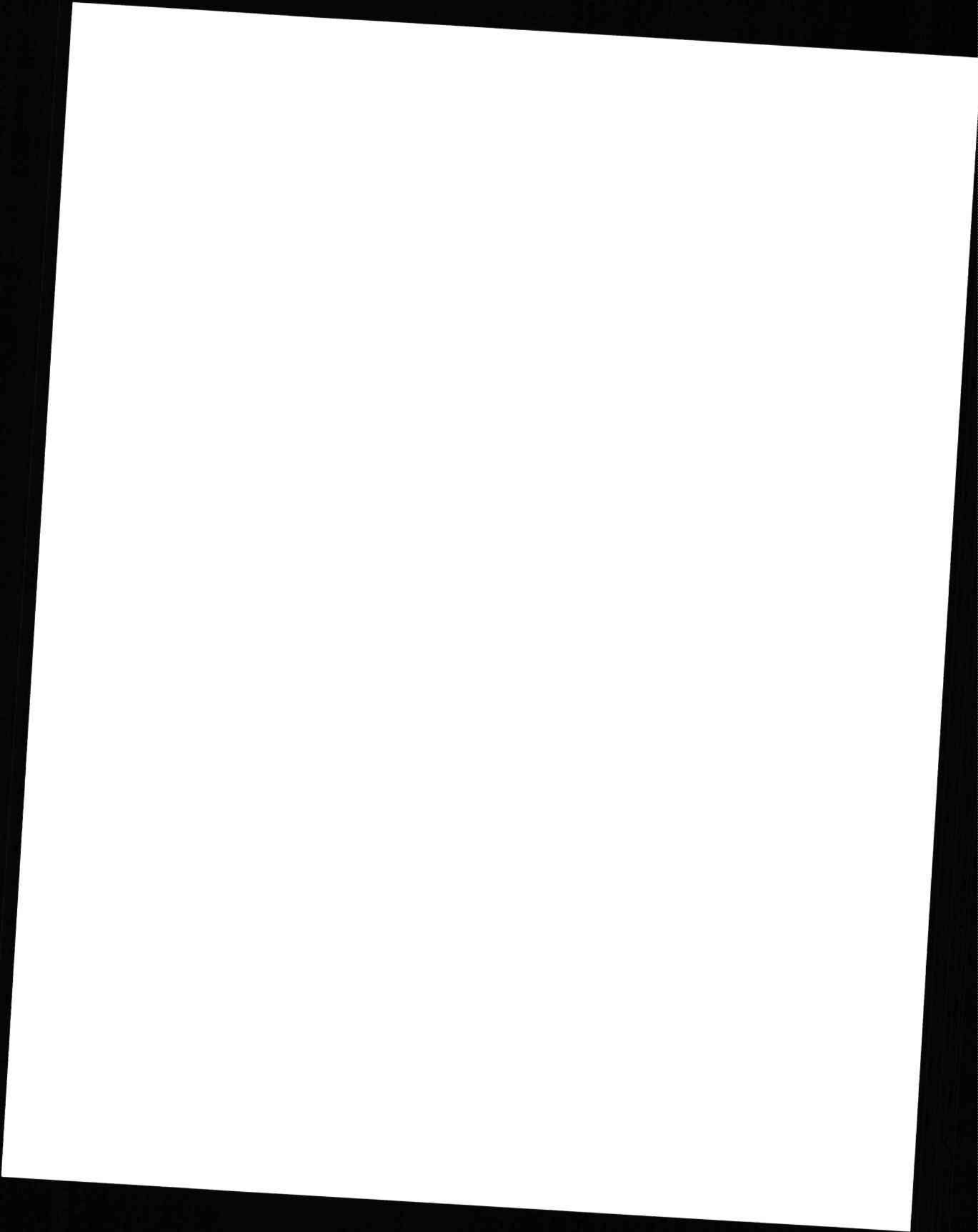
and there is no intention of COUNTY to transfer ownership of COUNTY GIS information.

- c. COUNTY GIS information is made available to CONSULTANT solely for use in the normal course of CONSULTANT's business to produce reports, analysis, maps and other deliverables only for this PROJECT and as described within the Scope of Services.
- d. CONSULTANT agrees to indemnify and hold harmless COUNTY, its officers, employees and agents from any and all liabilities, claims, actions, losses or damages relating to or arising from CONSULTANT's use of COUNTY GIS information.
- e. GIS information cannot be used for all purposes; and GIS information may not be complete for all purposes. Additional investigation or research by CONSULTANT into other sources will be required. GIS information is intended only as an information base and is not intended to replace any legal records. COUNTY has used and will continue to use its best efforts to correctly input into COUNTY GIS the information contained in various legal and other records; but COUNTY accepts no responsibility for any conflict with actual legal records or for information not transferred from legal records to COUNTY GIS. COUNTY has attempted to update GIS information as often as is practically feasible. However, CONSULTANT should be aware that GIS information may not be current and changes or additions to the information contained in COUNTY GIS may not yet be reflected in COUNTY GIS.
- f. COUNTY accepts no responsibility for the use of GIS information; and COUNTY provides no warranty for the use of COUNTY GIS or COUNTY GIS information by CONSULTANT. THE WARRANTIES SPECIFICALLY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND SUCH OTHER WARRANTIES ARE HEREBY EXCLUDED.
- g. Final plans, drawings or PROJECT work products will be provided in an electronic format suitable for inclusion within the COUNTY GIS or CADD Systems by CONSULTANT and will contain the appropriate meta data and will be geographically registered using as the California State Plane Coordinate System NAD 83.

3. Project Files

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

F. QUALITY CONTROL



1. CONSULTANT shall implement and maintain the following quality control procedures during the preparation of the plans and documents relating to PROJECT. CONSULTANT shall have a quality control plan in effect during the entire time services are being performed under this Agreement. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected and back-checked, and all job related correspondence and memoranda routed and received by affected persons and then bound in appropriate job files. Where several drawings show different work in the same area, means shall be provided to avoid conflicts and misalignment in both new and existing improvements. Evidence that the quality control plan is functional may be requested by the COUNTY Contract Administrator. All plans, calculations documents and other items submitted to the COUNTY Contract Administrator for review shall be marked clearly as being fully checked and that the preparation of the material followed the quality control plan established for the work.
2. CONSULTANT has total responsibility for the accuracy and completeness of all data, reports, plans, specifications and estimates prepared for this PROJECT and shall check all such material accordingly. COUNTY will review all work product deliverables. The responsibility for accuracy and completeness of such items remains solely that of CONSULTANT. Neither COUNTY'S review or approval shall give rise to any liability or responsibility on the part of COUNTY, or waive any of COUNTY'S rights, or relieve CONSULTANT of its professional responsibilities or obligations under this Agreement.
3. The plans, designs, estimates, calculations, reports and other documents furnished in accordance with the Scope of Services shall meet the criteria for acceptance and be a product of neat appearance, well organized, technically and grammatically correct, checked and having the preparer and checker identified. The minimum standard of appearance, organization and contents shall be of similar types produced by COUNTY and AGENCIES. If any work product submitted is not complete and ready for use by COUNTY, it shall be marked "Draft" or similar designation to indicate it is not ready for use by COUNTY. COUNTY expects that all work product not so designated is ready for and can be used on PROJECT.
4. The page identifying preparers of engineering reports, the title sheet for specifications and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of the certificate, and signature of the professional engineer(s) responsible for their preparation.

G. VALUE ENGINEERING

1. Elements of PROJECT may be considered for Value Engineering Studies. To this end, the COUNTY

Contract Administrator may direct the CONSULTANT to examine the various elements of a design segment and submit an informal written statement or memorandum addressing those elements where it appears significant savings and other advantages can be realized. The statement shall be sufficiently informative to enable COUNTY to determine whether to direct a detailed Value Engineering Study or possibly direct immediate design changes where the value of the change is apparent without the need of detailed study and analysis.

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

H. KEY PERSONNEL

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

Assignment	Key Personnel
Project Manager	James Lu, PE, SE
Lead Roadway Engineer	Steve Hosford, PE
Lead Structures Engineer	Quyet Nguyen, PE
QA/QC Engineer	James Lu, PE, SE

The Project Manager shall be a registered civil engineer in the State of California. All documents and deliverables submitted that represent engineering work shall be signed and stamped (including registration Number) by an engineer/land surveyor with an appropriate license/registration for the work performed.

I. COUNTY RESPONSIBILITIES

The following includes tasks to be completed by the COUNTY:

- COUNTY will provide standards, existing plans, and manuals when requested by CONSULTANT and available to COUNTY personnel.
- COUNTY will provide survey services generally as described below:
 - Provide survey controls.
 - Verify that COUNTY survey control points are still in place and undisturbed.

- Provide survey records research, including grant deeds and right-of-way documents in support of right-of-way base mapping prepared by COUNTY surveyor.
- Prepare existing right-of-way and parcel mapping.
- Coordinate permits for right-of-entry with property owners.
- Obtain and review title reports, identify easements and encumbrances.
- Certify new acquired right-of-way.

J. CONTRACT DELIVERABLES

ARTICLE AII • SERVICES TO BE PROVIDED, below, identifies the deliverables to the COUNTY by CONSULTANT. All deliverables will be provided in hard copy format and in electronic format (pdf) as identified Article AII in this scope of work unless otherwise noted.

ARTICLE AII • SERVICES TO BE PROVIDED

1.0 PROJECT MANAGEMENT

COORDINATION AND COMMUNICATIONS

1. Establish and implement a project document/correspondence management and distribution system to assure that information flows between all parties of the Project as intended.
2. Communicate regularly with the COUNTY and project development team by telephone, email, written correspondence, and face-to-face meetings on monthly basis throughout the term of the contract.
3. Maintain a project contact list with names and contact information for all project development team members.
4. Prepare, maintain, and update an Action Item Log for review during monthly Project Development Team (PDT) meetings.
5. Prepare a project chronology listing all key decisions made over the life of the project and update for review during monthly PDT meetings.
6. Prepare a Submittal/Deliverable log and update for review during PDT meetings.

SCHEDULING

Prepare a detailed project baseline schedule using a work breakdown structure (WBS) consistent with this Scope of Work. Update and distribute one week in advance of each PDT Meeting. The schedule will include the following information:

1. Task dependencies as predecessors and successors
2. Anticipated task durations with beginning and end dates
3. Critical path with milestones

BUDGETING

Monitor the budget for design services using a work breakdown structure consistent with this Scope of Work. Perform Earned Value Analysis on monthly basis.

PROJECT ADMINISTRATION

- a. Set up project accounting system consistent with the COUNTY's invoicing and tracking requirements.
- b. Prepare subconsultant agreements.
- c. Monitor subconsultant progress and review/approve invoices.
- d. Prepare monthly progress reports and invoices in accordance with COUNTY guidelines. Monthly reports

providing actual physical progress will be provided with every invoice.

Deliverable(s): Monthly Progress Reports and Invoice Packages

1.1 PROJECT TEAM MEETINGS

Organize, schedule, and chair meetings and conference calls as necessary to provide progress updates, coordinate between technical disciplines, and facilitate overall project communication. The engineering design team leaders shall attend the PDT meetings as appropriate. Prepare meeting agendas and minutes for all meetings.

1. Kickoff Meeting

2. PDT Meetings: Monthly Meetings

Deliverable(s): Meeting notices, agendas, special exhibits and minutes

1.2 QUALITY CONTROL AND QUALITY ASSURANCE (QC/QA)

Establish and implement a quality control process to ensure that all deliverables are complete and accurate, including but not limited to, ensuring that design calculations are independently checked and that exhibits and plans are checked, corrected, and back-checked for accuracy and completeness. Subconsultant report submittals will be reviewed to ensure that appropriate background information, study methodology, interpretation of data, and format and content are completed in accordance with current standards. The QC/QA Plan will be submitted for COUNTY review and approval at the kickoff Meeting.

Deliverable(s): QC/QA Plan

PHASE II – PLANS, SPECIFICATIONS AND ESTIMATES

The scope of services for the Final PS&E of the Skyview Road Pedestrian Bridge Project are based on the following conditions:

- Final Bridge and Civil Design would be based on the approved Bridge Type Selection Report.
- All design level surveys will be performed by the COUNTY Surveyor's office.
- The asphalt concrete (AC) pavement on the Skyview Road on the west bank east of Marabella Court will be removed and replaced with proper landscaping. An access path to the Flood Control service road shall be maintained.
- There will be a sidewalk on the north side of Skyview Road to connect the bridge and the entrance road of the new French Valley Library.

5.1 GEOTECHNICAL FOUNDATION REPORT

The proposed geotechnical investigations shall be performed as described in the scope for the Preliminary Geotechnical Study phase. The data collected in the geotechnical borings will be used to develop design-level geotechnical information on soil and rock layering and groundwater levels to complete the seismic liquefaction analysis and geotechnical foundation design, and to present the results in a Foundation Report in accordance with the latest CALTRANS guidelines.

The following scope of work shall be performed for the Geotechnical Foundation Report:

- Perform geotechnical analyses.
- Develop design recommendations.
- Present the results and recommendations in a Foundation Report in accordance with CALTRANS Guidelines and AASHTO LRFD Bridge Design Specifications 8th Edition.
- Prepare Log of Test Borings (LOTB) sheets in accordance with CALTRANS Soil and Rock Logging, Classification, and Presentation Manual (2010).

Recommendations for pavement, minor retaining walls (if required), or grading will also be included in the Foundation Report, if needed.

Deliverable(s): Foundation Report and Log of Test Borings Sheets

5.2 STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

Based on the draft final design plans, CONSULTANT shall prepare a Stormwater Pollution Prevention Plan (SWPPP) in accordance with the requirements of the County of Riverside and Regional Water Quality Control Board. The SWPPP will be prepared using the CASQA Template and will be signed by a Qualified SWPPP Developer (QSD). This scope will include electronic on-line submittal of the Notice of Intent (NOI) application and SWPPP to SMARTS system. CONSULTANT will prepare special provisions and quantity estimates in support of the SWPPP. CONSULTANT will update the SWPPP, special provisions and quantity estimates based on review comments by the COUNTY.

Deliverable(s): California SWPPP, Special Provisions and Cost Estimates in Support of the SWPPP

5.3 UTILITY COORDINATION AND RELOCATION DESIGN

The intent of the COUNTY is that the services of the CONSULTANT shall be complete and "turn-key" with respects to all utility coordination matters, including complete coordination for the protection and relocation of existing facilities as described herein, as well as coordination, preparation of applications, and all other matters pertaining to the relocation and installation of water and electric services, except for those procedures that must

be performed by COUNTY.

CONSULTANT shall designate dedicated staff who shall be responsible for all coordination work related to utilities for the Project, including but not limited to relocations of existing trunk and mainline facilities, installation of new trunk and mainline facilities, relocation of existing electric and water services, and installation of new electric and water services.

CONSULTANT shall coordinate with utility owners and COUNTY utility coordination staff with respect to all utility related matters. CONSULTANT shall provide copies of all correspondence with utility companies and other utility related information to the COUNTY. Correspondence, as described herein, shall be prepared by CONSULTANT for either CONSULTANT or COUNTY signature, as appropriate, and as directed by the COUNTY PROJECT MANAGER.

CONSULTANT shall coordinate with COUNTY staff to obtain record copies of utility maps from each utility owner within the project limits for existing and/or proposed utility facilities. CONSULTANT shall include mapping and/or exhibits that clearly define the project limits as part of the requests for utility information.

CONSULTANT shall identify utility companies affected by the project and delineate utilities within the project's sphere of influence on the plans. CONSULTANT shall prepare preliminary plans, which shall include all existing utilities (above ground and below ground) identified by location, size, type, and owner, as appropriate. CONSULTANT shall check horizontal and vertical clearances for utilities and coordinate design with the various utility companies to address conflicts. In addition to information provided by the owning utility companies and through research of other record maps, field surveys shall be used to locate utility features such as manholes, valves, fire hydrants, poles, risers, etc., which shall be reflected on the plans.

Known utility conflicts shall be shown on the plans with construction notes indicating action to be taken and by whom. Inventory numbers of poles, vaults and other surface facilities shall be shown on the plans for those facilities that have such numbers attached to the facility and as provided on the owner's inventory maps.

CONSULTANT shall send preliminary design plans through COUNTY staff to owning utility companies within the project limits with requests for review and comments on the plans relevant to their respective facilities, and with requests for other project specific information.

CONSULTANT shall monitor responses of utility notices received and make recommendations for mitigating conflicts. CONSULTANT shall provide written responses to utility companies with regard to stated concerns and conduct design coordination meetings with utility companies as needed. Unresolved issues shall be brought to the attention of the COUNTY PROJECT MANAGER and County utility coordination staff as early as practical. Utility conflict issues shall be resolved prior to the completion of the final design plans as follows:

CONSULTANT, through COUNTY staff, shall request and obtain a written acknowledgement of any conflicts from the respective utility owners.

Reasonable efforts shall be taken to accommodate utility company requests for minor design changes to accommodate their facilities. CONSULTANT understands that the utility companies are generally operating within the COUNTY right-of-way, but may have prior rights to that of the COUNTY in some cases.

CONSULTANT shall coordinate inclusion of special provisions in COUNTY's bid documents for adjustments and relocations of utility facilities as alternate bid items, if requested by the owning utility. Said work may require that cooperative agreements be prepared by COUNTY between the County of Riverside and the owning utility companies. CONSULTANT shall provide information and exhibits as required to support the preparation of cooperative agreements, if needed.

CONSULTANT shall conduct utility coordination meetings, as needed, regarding adjustments and relocations, to resolve conflict issues, and with respect to performing work for utility companies by COUNTY contractors. For utility conflicts that require relocating, COUNTY staff will submit the official notice / order to the utility companies to relocate conflicting facilities. CONSULTANT shall make recommendations for special provision language with regard to utility issues, recommendations for construction windows of time for utility relocation activities, recommendations for inclusion of utility bid items, etc.

All utility files will be organized and maintained per CALTRANS policies and procedures. CONSULTANT shall prepare utility portion of Right-of-Way Certification per CALTRANS policy and submit to COUNTY for final approval.

CONSULTANT shall assist with the resolution of utility related issues that may arise during the bidding process and during construction, including design modifications as needed and as approved by the COUNTY PROJECT MANAGER.

Deliverable(s): Updated Utility Base Sheet identifying impacted utilities, Utility notification letters at 65% and 100%, coordination with affected utility companies and COUNTY utility coordination staff. Address utility relocation responsibilities and timelines in the bid documents.

5.4 65% PLANS SPECIFICATION & ESTIMATES

5.4.1 65% CIVIL SITE LAYOUT PLANS

Upon the acceptance of the 30% Design Geometric Approval Drawings, CONSULTANT shall prepare the 65% complete plans consisting of the site improvements exclusive to the bridge improvements. The site improvements may consist of paving treatments and curb, gutter, and sidewalk improvements, signage, grading, and drainage system improvements or reconstruction between the existing pavement of Skyview Road and the beginning and end of the bridge. Site Layout Plans also include details for necessary channel improvements, such as modification of rock slope protection. All elements of the work are included in the 65% Site Layout Plans. However, some details may be remaining for the 95% Submittal. Nonstandard details may be provided on the Construction Details sheets as well as a full listing of construction and removal notes. The Site Layout Plans shall show the existing topography, limits of work, construction notes, right-of-way, utilities, and other general design elements. The cost estimate shall receive a general progress update with the contingency reduced to 15%. Roadway striping and signage will be shown on these sheets.

CONSULTANT's drainage engineer shall provide design services for the proposed drainage modification for Culvert 7, Line "D1" and Line "G" located at the east bank of the channel. The drainage modification is required in order to raise the outlet flowline elevation above the ponding water at the outlet of Culvert 7 and Line "D1". The plan set shall include design of the proposed drainage improvements including the end wall, riprap apron, and limits of removal of existing drainage facilities. This scope does not include relocation of the existing 18-

inch EMWD waterline, which is assumed to be protected in place.

Nonstandard Reinforced Concrete Box (RCB) Culverts are expected for Culvert 7 and Line "D1".
CONSULTANT shall provide structural design calculations and details of the nonstandard RCB's.

CONSULTANT's drainage engineer shall provide hydrologic and hydraulic calculations, design redlines, and details for the proposed catch basin, 18" RCP and pipe end wall at the west bank of the channel. CONSULTANT will draft the plan, profile, and other design details based upon drainage engineer's redlined information. This scope will include review by the drainage engineer of the design plans.

Deliverable(s): 65% Site Layout Plans (number of sheets in parenthesis)
Title Sheet (1)
General Notes (1)
Site Layout Plan (2)
Construction and Drainage Details (4)
RCB Culvert Details (1)
Channel Modifications (2)
Applicable Sealed Structural Design Calculations (Nonstandard RCBs)

5.4.2 65% LANDSCAPE MODIFICATION PLANS

Landscape and irrigation plans will be prepared to address the AC removal on the west side of the bridge. The west bridge approach treatment will be coordinated to be paved aesthetic treatment or ground covering. The final design will be coordinated with COUNTY.

Deliverable(s): 65% Irrigation, Planting Plans notes, legends, details and estimate.

5.4.3 65% BRIDGE LIGHTING PLANS

A base plan is prepared at 1"=40' for each location. The base plan will show centerlines, right-of-way lines, relevant existing or proposed street improvements, utilities of record, and existing traffic controls and improvements. Proposed new or modified facilities will be shown on the drawing to create a complete lighting plan. CONSULTANT will coordinate with SCE during the 65% plans development and will provide SCE a CAD file per SCE requirements, to determine a preliminary location for the service cabinet to be installed. Each plan will conform to the requirements of COUNTY Standards. The plans will be designed in the specific format

required or requested by the COUNTY. The plans will also include all notes, schedules, and other features required to show future conditions.

Deliverable(s): 65% Bridge Lighting Plans.

5.4.4 65% CHANNEL IMPROVEMENT DESIGN SUPPORT

CONSULTANT's drainage engineer will work with the design team to implement any necessary channel improvements at the west and east banks of the channel. Channel Improvements will be shown on the Site Layout Plans. The plan set shall include proposed grouted riprap slope protection improvements including cutoff walls and limits of removal of existing riprap slope protection. Drainage engineer's scope of work includes providing calculations for RSP sizing and cutoff walls for channel slopes and abutments (if needed); and providing necessary agency standards and any custom details to implement said measures.

Deliverable(s): Calculations and general channel improvement support

5.4.5 65% UNCHECKED STRUCTURE PLANS

Engineering conclusions for the preferred structure alternative identified in the final bridge type selection report shall be carried into the final design phase. The final bridge design shall be based on CALTRANS-amended AASHTO LRFD Bridge Design Specifications, various CALTRANS Bridge Design and Detail Manuals, and the current version of the CALTRANS Seismic Design Criteria (SDC).

Deliverable(s): 65% Unchecked Structure Plans (number of sheets in parenthesis)

General Plan (1)

Index to Plans and Deck Contours (1)

Foundation Plan (1)

Abutment Layout (2)

Abutment Details (3)

Pier Layout (2)

Pier and CIDH Piling Details (2)

Observation/Lookout Platform Details (2)

Typical Section (1)

Girder Layout (1)

Girder Details and Additional Reinforcement (2)

Architectural Treatment Details (3)

Miscellaneous Details (1)

Structure Approach Drainage Details (1)

5.5 RIGHT-OF-WAY SERVICES

Right-of-Way Engineering Services

COUNTY will prepare legal descriptions and plats for easement(s) required by the project.

Right-of-Way Appraisal and Acquisition Services

CONSULTANT's right-of-way agent will perform the following scope of services for the acquisition of one (1) Temporary Construction Easement (TCE) for Bellasol Community Association (APN 480-623-073) and one (1) Temporary Construction Easement (TCE) for Detention Basin in Community Association (APN 480-550-042).

CONSULTANT shall obtain a no-fee encroachment permit from RCFC&WCD for temporary improvements within the Flood Control Right of Way (APNs 480-620-07, 480-320-033 & 038).

Right-of-Way Project Management: As the point of contact for all R/W acquisition activities, CONSULTANT's Right-of-Way Project Manager will perform the following:

1. Track and manage all budget-related aspects of the project.
2. Assist with the development of administrative policies, procedures, and forms necessary to carry out the initial program.
3. Manage ongoing general consultation and project coordination with the design team and COUNTY including one (1) project team meeting.
4. Preparation of tracking reports that monitor the completion of project milestones of the various disciplines involved with the project.
5. Preparation and presentation of a monthly status report based on the agreed-upon guidelines on information to be provided. Confer with the design team verbally on general status, issues, and progress.
6. Manage staff and associated tasks and oversee subcontracting for, and managing of, any necessary disciplines needed for the Project.

Title Investigation Services (Commonwealth Title):

1. Secure and review preliminary title reports for affected parcels.
2. Secure vesting deeds, property profiles, and tax maps for each property.
3. Secure copies of recorded back-up documents as needed.
4. Share preliminary title reports and analysis with the right of way engineer, surveyor, and real estate appraisers for their use on the project.
5. Prepare a list of title exceptions to be cleared and confirm the manner of disposition is consistent with approved project plan.
6. Facilitate changes to preliminary title reports after the preparation of the legal descriptions, if necessary, for partial acquisition projects.

Fee Appraisal:

Subcontract fee appraisal to complete the necessary valuation assignment.

1. Mail a notification letter and acquisition policies brochure to the property owner requesting permission to conduct an on-site inspection of the property, advising them of their right to accompany the appraiser at the time of the inspection and requesting information regarding the property appraised which could influence the appraised value.
2. Appraiser will review title information pertaining to respective ownerships and will review drawings and other pertinent information relative to the parcel.
3. Appraiser will inspect each property personally with the owner (if possible) and document the inspection with photographs for use in the report.
4. Appraiser will inventory all improvements affected by the proposed taking including notes on their manner of disposition (i.e., pay-for and remove vs. move back).
5. Appraiser will perform market research to support the selected appraisal methodologies and will document and confirm comparable sales information.
6. Appraiser will prepare a narrative appraisal report that conforms to the Uniform Standards of Professional Appraisal Practice (USPAP). The appraisal study and report are intended to serve as an acquisition appraisal and will be prepared in a summary format consistent with the specifications for narrative appraisal reports.
7. Receive and analyze the completed appraisal reports and will reconcile the real estate and fixtures and

equipment conclusions, as necessary.

Acquisition Services:

Following the COUNTY's approval of just compensation, CONSULTANT's Right-of-Way Project Manager will present the COUNTY's written purchase offer to the owners and/or owner's representative. Negotiations will involve an interactive, face-to-face (if needed) discussion with each property owner about subject property; explanation of the project and its impacts to the property; explanation of the valuation process and how the value was concluded; and answer any questions or concerns the owner may have.

All assigned right-of-way agents are licensed with the California Department of Real Estate and trained to utilize a non-coercive, integrative negotiation style to overcome all hurdles in reaching a settlement in the most efficient manner possible. Agents will negotiate in good faith, with an open mind for creative solutions that would be mutually beneficial to all parties involved. In the event a counter proposal is made, right-of-way agent will evaluate its merits and make recommendations if an administrative adjustment or settlement is warranted, based on the facts. Right-of-Way consults with the real estate appraiser to provide supplemental research and analysis of property owner presented reports or theories. Supplemental negotiations may also include addressing any objection or question concerning the project the owner has by conferring with the COUNTY's Project Manager. Once an agreement is reached, right-of-way agent will submit the appropriate executed documents to the COUNTY for approval; including letters of recommendation with supporting documentation if an administrative settlement is being recommended.

For acquisition of the easements needed from the parcels, right-of-way agent will:

1. Establish and maintain complete and current ownership files in a form acceptable to COUNTY.
2. Receive and analyze title information, approved appraisal reports, and legal descriptions in sufficient detail to negotiate with property owners and other parties.
3. Prepare all offer letters, summary statements, and lists of compensable items of fixtures and equipment, in accordance with state or federal regulations and approval of COUNTY.
4. Present written purchase offers to owners or their representatives in person, when possible. Secure receipt of delivery of offer as practical and present and secure tenant information statements, as applicable.

5. Follow-up and negotiate with each property owner, as necessary; prepare and submit recommended settlement justifications to client for review and approval; review any independent appraisal secured by property owner; and coordinate reimbursement of appraisal fees (up to \$5,000) with COUNTY. Ongoing negotiations and settlement discussions will continue for a period determined by COUNTY after the initial offer (eight weeks is recommended) or if settlement or impasse is reached sooner.
6. Prepare and assemble acquisition contracts, deeds, and related acquisition documents required for the acquisition of necessary property interests.
7. Maintain a diary report of all contacts made with property owners or representatives and a summary of the status of negotiations indicating attitude of owners, problem areas, and other pertinent information. Copies of all applicable written correspondence will be maintained in files.
8. Prepare an impasse letter for any parcel where, after diligent attempts to settle by negotiation, it appears eminent domain will be needed or prudent to acquire the needed interest.
9. Transmit executed acquisition documents to COUNTY. Each transmittal package shall include a fully executed and properly notarized deed(s), fully executed acquisition contract with attachments and a brief settlement memorandum which summarizes the pertinent data relative to the transaction.

Escrow Coordination or Eminent Domain Coordination Services:

If by Negotiated Settlement: Right-of-Way Agent will assist the escrow/title company in the following:

1. Open escrow and coordinate execution of closing instructions providing for title insurance coverage at the settlement amount.
2. Provide escrow officer with fully executed acquisition contract.
3. Review settlement statement for accuracy.
4. Coordinate deposit of acquisition price and estimated closing costs with escrow.
5. After the closing, review the title insurance policy for accuracy.

If Settlement by Eminent Domain: Right-of-Way Agent will assist eminent domain counsel with the following:

1. Prepare a letter for the client signature, to eminent domain counsel requesting proceeding to condemnation.
2. Provide eminent domain counsel with available right of way maps and legal descriptions, preliminary title reports and title review documents, and information on how to contact each owner or interest holder.
3. Provide eminent domain counsel with a duplicate copy of the parcel file, together with a copy of the

appraisal, offer to purchase, correspondence, acquisition contract, and deed as presented.

4. Convert preliminary title reports to litigation guarantees for eminent domain counsel's use. Title company fees (based on the value of the interest required) are additional.

5.6 95% PLANS, SPECIFICATION & ESTIMATES

5.6.1 95% CIVIL PLANS, SPECIFICATION & ESTIMATES

Comments from COUNTY or agencies for the 65% civil design submittal shall be reviewed and resolved. This task includes all Civil components including Site Layout Improvements, Landscape Modification, Channel Improvements, Drainage Relocation, and Bridge Lighting Plans. If needed, a meeting with the COUNTY or the review agency shall be held to seek clarification on comments. CONSULTANT shall incorporate these comments into the 95% PS&E. Quantity calculation and construction cost estimates in Microsoft Excel format with a contingency directed by COUNTY shall be prepared. Final Special Provisions will be prepared from the current edition of CALTRANS 2018 Standard Specifications and Standard Special Provisions (SSP) as well as the non-standard Special Provisions (NSSP).

Deliverable(s): 95% Roadway Plans, Special Provisions, Quantities, and Cost Estimates

5.6.2 BRIDGE DESIGN INDEPENDENT CHECK

The 65% unchecked bridge plans shall be independently checked by a separate licensed bridge engineer, who has not been involved in the project. A separate set of structural design check calculations including quantity calculations shall be prepared in accordance with CALTRANS bridge design practice. The independent checker shall review the plans for completeness, consistency, correctness of references. The bridge designer shall revise the design and plans to mitigate checker's review comments. The checker shall perform back check to concur that the comments have been adequately addressed. All comments and responses shall be documented in the project files.

Deliverable(s): Bridge Design and Quantity Independent Check Calculations and Comment / Response Matrix

5.6.3 95% STRUCTURE PLANS, SPECIFICATION & ESTIMATES

Response to all agencies' review comments for the 65% submittal shall be prepared and included in this submittal. CONSULTANT shall use Microsoft Word to prepare and edit CALTRANS 2018 Standard Special Provisions (SSP) for structural work. The design team shall prepare a list of CALTRANS standard bridge pay items for bridge construction, quantity calculations, and final bridge cost estimate summary sheets using

CALTRANS and COUNTY forms. Item unit prices shall be adjusted using Contract Cost Data Book published by CALTRANS. The plans shall be updated per independent checker's comments.

Deliverable(s): 95% Structure Plans, Edited CALTRANS Standard Special Provisions, Bridge Design Calculations, Quantities and Cost Estimates

5.7 FINAL 100% PS&E AND CONTRACT BID DOCUMENTS

CONSULTANT shall incorporate the COUNTY's review comments of the 95% Civil and Structure PS&E, and compile and submit final project PS&E packages per COUNTY requirements. The final plans are to be plotted on "Arch D" size Mylar. CONSULTANT shall prepare the notice inviting bids and technical specifications by utilizing the COUNTY's Boiler Plate documents. In the specifications, each item of work shall include a method of measurement and payment. Specification documents, including technical specifications, shall be provided on compact disc in Microsoft Word format as well as in PDF. The Engineer's estimate shall be provided in Microsoft Excel format as well as in PDF.

The Final PS&E shall include organized Resident Engineer (RE) Pending File, which contains construction related documents and information through the various project development phases for structure and roadway work. The RE Pending File shall include bridge 4-scale deck contour plots, as-built plans, geotechnical reports, and special instructions for the field Resident Engineer, Structure Representatives, and COUNTY Inspectors.

Deliverable(s): Final Signed Plans, Specifications and Estimates, and RE Pending Files

PHASE III – CONSTRUCTION BIDDING AND AWARD SUPPORTS

7.1 ATTEND A PRE-BID MEETING

CONSULTANT shall remain available to attend a pre-bid meeting to be scheduled in advance of the bid opening date.

7.2 BIDDING INTERPRETATIONS, BID REVIEW AND ANALYSIS

CONSULTANT shall answer bidders' questions regarding the contract bid documents, and prepare bid addenda if required. CONSULTANT shall perform bid review and analysis, if required.

PHASE IV – DESIGN SERVICES DURING CONSTRUCTION

8.1 ATTEND A PRE-CONSTRUCTION MEETING AND SITE MEETINGS

CONSULTANT shall attend a pre-construction meeting as directed by COUNTY. CONSULTANT shall perform up to four (4) site visits during the construction as requested by COUNTY.

8.2 ADMINISTRATION, RESPOND CONTRACTOR'S RFI AND REVIEW SHOP DRAWINGS SUBMITTALS

CONSULTANT shall review shop drawings and submittals for conformance with the contract plans and specifications, and make recommendations for acceptance, denial or re-submittal within reasonable time of receipt.

CONSULTANT shall provide response to contractor's requests for information (RFI's) about the contract plans and specifications forwarded to the design team by COUNTY within reasonable time of receipt.

8.3 PREPARE CONSTRUCTION CHANGE ORDERS

Upon written authorization from COUNTY, CONSULTANT shall provide engineering design services for revisions to construction documents resulting from changed field or unforeseen conditions or other change order work required due to actions of COUNTY. Subsequent change order documentation and processing shall be prepared by COUNTY's Resident Engineer.

8.4 PREPARE AS-BUILT PLANS

Following the completion and acceptance of the project, CONSULTANT shall furnish COUNTY with a complete set of revised contract drawings showing as-built conditions. Revisions shall be solely based on as-built redlined information provided by COUNTY. The as-built plans shall be delivered to COUNTY within one month of receipt of redlined plans.

ATTACHMENT B • SCHEDULE OF SERVICES

ARTICLE BI • INTRODUCTION

Consultant shall perform the covenants set forth in Attachment A, Scope of Services in accordance with the performance requirements of Article IV: Performance Period of this contract and with the following additional Performance Requirements. Time is of the essence in this contract.

ARTICLE BII • PERFORMANCE REQUIREMENTS

A. PHASES

This contract is divided into the following 3 milestones/phases:

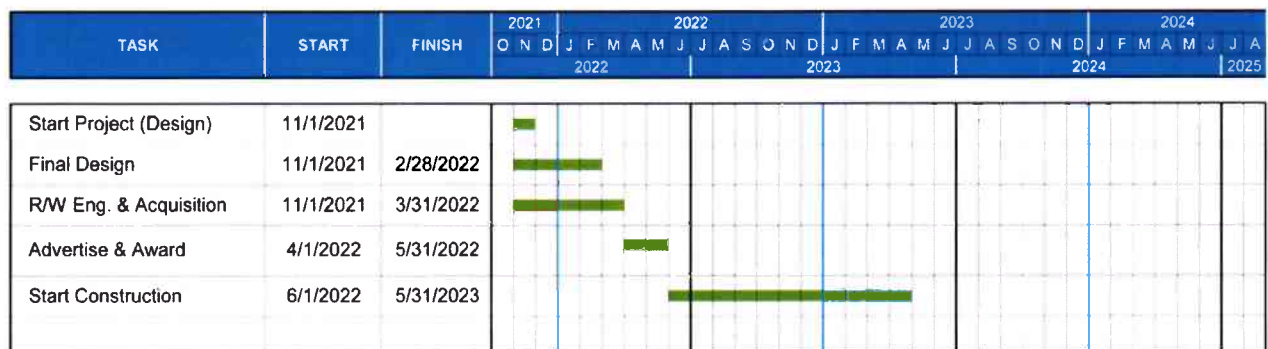
II. Plans, Specifications & Estimates

III. Bid Support

IV. Construction Support

B. SCHEDULE OF SERVICES • GANTT CHART

The chart provided below graphically illustrates the sequencing and completion time for the project.



C. SUBMITTALS

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

D. TIME EXTENSIONS

- Any delay in providing services required by this contract occasioned by causes beyond the control and not due to the fault or negligence of CONSULTANT, shall be the reason for granting an extension of time for the completion of the aforesaid work. When such delay occurs, CONSULTANT shall promptly notify COUNTY in writing of the cause and of the extent of the delay whereupon COUNTY shall ascertain the facts and the extent

1 of the delay and grant an extension of time for the completion of the work when, in COUNTY's judgment, their
2 findings of fact justify such an extension of time.

- 3 2. COUNTY's findings of fact shall be final and conclusive to the parties hereto. However, this is not intended to
4 deny CONSULTANT of any available civil legal remedies in the event of a dispute

5 **E. FINAL ACCEPTANCE**

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

ATTACHMENT C • COMPENSATION PLAN

ARTICLE CI • INTRODUCTION

Satisfactory performance and completion of the Services under this Agreement shall be compensated based upon actual costs plus a fixed fee in accordance with "ARTICLE V ALLOWABLE COSTS AND PAYMENTS" and "ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS" of this Agreement. COUNTY will reimburse CONSULTANT for actual costs (including labor costs, overhead, and other direct costs) incurred by CONSULTANT in performance of the work, exclusive of any fixed fee. A prorata portion of CONSULTANT's fixed fee shall be included in the progress payments. Actual costs shall not exceed the total estimated costs without prior written agreement between COUNTY and CONSULTANT.

ARTICLE CII • ELEMENTS OF COMPENSATION

Compensation for the services provided will be comprised of the following elements: DIRECT LABOR COSTS, FIXED FEE, OTHER DIRECT EXPENSES and OUTSIDE SERVICES.

A. DIRECT LABOR COSTS

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

1. Direct Salary Costs

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

2. Multiplier

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

PAYROLL ADDITIVES..... 56.90 %

The decimal ratio of Payroll Additives to Direct Salary Costs. Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social

and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

OVERHEAD COSTS..... 102.64 %

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

TOTAL MULTIPLIER 159.54 %

(sum of Payroll Additives and Overhead Costs)

B. FIXED FEE

1. The Total Fixed Fee payable to the CONSULTANT is Thirty-Four Thousand Nine Hundred Forty-Six Dollars and Eighty-One Cents (\$34,946.81) (PRIME CONSULTANT Profit)
2. A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each month and shall be included on each monthly invoice.

C. OTHER DIRECT EXPENSES

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

Rates for identified Additional Direct Costs are as follows:

Item	Rate	Unit	Budget
Travel/Mileage	\$0.56	Mile	\$500.00
Printing, Plotting & Copies		Actual Cost	\$500.00
Permits		Actual Cost	\$1,000.00
Mailing & Overnight Delivery		Actual Cost	\$500.00

D. OUTSIDE SERVICES

Outside services shall be paid in accordance with the cost proposals approved for each Subconsultant. Billings for Outside Services shall be submitted along with the Prime Consultant's monthly progress billing submittals and shall be in conformance with the COUNTY Consulting Services Manual invoicing procedures.

ARTICLE CIII • DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs, are given

below and are subject to the following:

A. PREMIUM OVERTIME

Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier.

B. SALARY RATES

CONSULTANT shall notify COUNTY in writing requesting a change in the rates included herein. All adjustments to rates shall be subject to approval by the COUNTY Director of Transportation, or his designee.

POSITION OR CLASSIFICATION MAXIMUM HOURLY RATES

Principal in Charge	\$95.80	hour
Project Manager	\$95.80	hour
Lead Roadway Engineer	\$64.48	hour
Lead Structures Engineer	\$67.00	hour
QA/QC Engineer	\$95.80	hour
Support Engineer	\$52.00	hour
CADD Operator	\$42.50	hour
Administrative Support	\$62.00	hour

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

C. MINIMUM RATES

The minimum allowable wage rates are subject to "ARTICLE XII STATE PREVAILING WAGE RATES" of this Agreement and to Federal "Payment of Predetermined Minimum Wage" requirements as outlined below. The Federal requirements are only applicable if the services are being paid for in whole or in part with federal-aid funding.

The Federal minimum wage rates for this project as determined by the United States Secretary of Labor are available from the U.S Department of Labor, Employment Standards Administration, Wage and Hour Division.

If there is a difference between the minimum wage rates determined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the CONSULTANT and subcontractors shall pay not less than the higher wage rate.

The Department will not accept lower State wage rates determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the CONSULTANT and subcontractors, the CONSULTANT and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

ARTICLE CIV • INVOICING

CONSULTANT shall submit invoices in accordance with the "ARTICLE V • ALLOWABLE COSTS AND PAYMENTS" of this Agreement, the COUNTY's Consulting Services Manual and with the following requirements.

1. Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by the County Contract Administrator.
2. Base Work and Extra Work shall be charged separately, and the charges for each Phase listed in Attachment B, Schedule of Services, shall be listed separately. The charges for each individual assigned under this Agreement shall be listed separately.
3. Each invoice shall bear a certification signed by the CONSULTANT's Project Manager or an officer of the firm which reads as follows:

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

ARTICLE CV • PAYMENT

Progress payments shall be made in accordance with "ARTICLE V • ALLOWABLE COSTS AND PAYMENTS" of this Agreement.

ARTICLE CVI • COST PROPOSAL

The following cost proposal worksheets reflect the negotiated targeted contract amounts. The cost proposal will serve as a guideline and reference document during the execution of this contract. The total amount of the contract is not to exceed *Five Hundred Fifty-Three Thousand Five Hundred Sixty-One Dollars and Fifty-Two Cents (\$553,561.52)*. Reimbursement is to be made at actual cost plus fixed fee, however, billing shall not exceed the rates provided in Section B above. In the event a contingency budget is provided, COUNTY shall hold such contingency in reserve for unforeseen Extra Work that may arise during the performance of this agreement.

Skyview Road Pedestrian Bridge over French Valley Channel Project

Contingency budget shall only be used at the discretion of the COUNTY's Contract Administrator, and with prior written authorization by the COUNTY's Contract Administrator in the form of an Administrative Budget Modification as required by the COUNTY's Consulting Services Manual. Contingency budgets are not allowed for services that are paid in whole or in part with federal-aid funding.

EXHIBIT 10-H2 COST PROPOSAL**SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)**

Note: Mark-ups are Not Allowed

Consultant

CNS Engineers, Inc.☒ Prime Consultant☒ Subconsultant☐ 2nd Tier Subconsultant

Project No. _____

Contract No. _____

Participation Amount \$ \$1,600,000 (Estimate)Date: 8/21/2020

For Combined Rate	Fringe Benefit % + General & Administrative %	=	<u>159.54%</u>	Combined ICR %
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For Home Office Rate	Fringe Benefit % + General & Administrative %	=	<u>N/A</u>	Home Office ICR %
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For Field Office Rate	Fringe Benefit % + General & Administrative %	=	<u>N/A</u>	Field Office ICR %
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	FEE	=	<u>10.00%</u>	
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BILLING INFORMATION**CALCULATION INFORMATION**

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT (1.5x)	OT (2x)	From	To			
Jong-Jann (James) Lu Senior Project Manager * Structures Manager	\$267.79	--	--	7/1/2020	6/30/2021	\$93.80		Not Applicable
	\$275.83	--	--	7/1/2021	6/30/2022	\$96.61	3.00%	
	\$284.10	--	--	7/1/2022	6/30/2023	\$99.51	3.00%	
	\$292.63	--	--	7/1/2023	6/30/2024	\$102.50	3.00%	
	\$301.40	--	--	7/1/2024	6/30/2025	\$105.57	3.00%	
Senior Project Manager	\$248.38	--	--	7/1/2020	6/30/2021	\$87.00		\$76.00 - \$98.00
	\$255.83	--	--	7/1/2021	6/30/2022	\$89.61	3.00%	\$78.28 - \$100.94
	\$263.51	--	--	7/1/2022	6/30/2023	\$92.30	3.00%	\$80.63 - \$103.97
	\$271.41	--	--	7/1/2023	6/30/2024	\$95.07	3.00%	\$83.05 - \$107.09
	\$279.55	--	--	7/1/2024	6/30/2025	\$97.92	3.00%	\$85.54 - \$110.30
Project Manager	\$196.99	--	--	7/1/2020	6/30/2021	\$69.00		\$62.00 - \$76.00
	\$202.90	--	--	7/1/2021	6/30/2022	\$71.07	3.00%	\$63.86 - \$78.28
	\$208.99	--	--	7/1/2022	6/30/2023	\$73.20	3.00%	\$65.78 - \$80.63
	\$215.26	--	--	7/1/2023	6/30/2024	\$75.40	3.00%	\$67.75 - \$83.05
	\$221.71	--	--	7/1/2024	6/30/2025	\$77.66	3.00%	\$69.78 - \$85.54
Senior Bridge Engineer	\$182.72	--	--	7/1/2020	6/30/2021	\$64.00		\$54.00 - \$74.00
	\$188.20	--	--	7/1/2021	6/30/2022	\$65.92	3.00%	\$55.62 - \$76.22
	\$193.84	--	--	7/1/2022	6/30/2023	\$67.90	3.00%	\$57.29 - \$78.51
	\$199.66	--	--	7/1/2023	6/30/2024	\$69.93	3.00%	\$59.01 - \$80.86
	\$205.65	--	--	7/1/2024	6/30/2025	\$72.03	3.00%	\$60.78 - \$83.29
Senior Roadway Engineer	\$182.72	--	--	7/1/2020	6/30/2021	\$64.00		\$54.00 - \$74.00
	\$188.20	--	--	7/1/2021	6/30/2022	\$65.92	3.00%	\$55.62 - \$76.22
	\$193.84	--	--	7/1/2022	6/30/2023	\$67.90	3.00%	\$57.29 - \$78.51
	\$199.66	--	--	7/1/2023	6/30/2024	\$69.93	3.00%	\$59.01 - \$80.86
	\$205.65	--	--	7/1/2024	6/30/2025	\$72.03	3.00%	\$60.78 - \$83.29
Project Engineer	\$145.60	--	--	7/1/2020	6/30/2021	\$51.00		\$46.00 - \$56.00
	\$149.97	--	--	7/1/2021	6/30/2022	\$52.53	3.00%	\$47.38 - \$57.68
	\$154.47	--	--	7/1/2022	6/30/2023	\$54.11	3.00%	\$48.80 - \$59.41
	\$159.10	--	--	7/1/2023	6/30/2024	\$55.73	3.00%	\$50.27 - \$61.19
	\$163.88	--	--	7/1/2024	6/30/2025	\$57.40	3.00%	\$51.77 - \$63.03
Design Engineer III	\$139.89	--	--	7/1/2020	6/30/2021	\$49.00		\$46.00 - \$52.00
	\$144.09	--	--	7/1/2021	6/30/2022	\$50.47	3.00%	\$46.00 - \$52.00
	\$148.41	--	--	7/1/2022	6/30/2023	\$51.98	3.00%	\$46.00 - \$52.00
	\$152.86	--	--	7/1/2023	6/30/2024	\$53.54	3.00%	\$48.30 - \$54.60
	\$157.45	--	--	7/1/2024	6/30/2025	\$55.15	3.00%	\$50.72 - \$57.33
Design Engineer II	\$121.33	--	--	7/1/2020	6/30/2021	\$42.50		\$39.00 - \$46.00
	\$124.97	--	--	7/1/2021	6/30/2022	\$43.78	3.00%	\$40.17 - \$47.38
	\$128.72	--	--	7/1/2022	6/30/2023	\$45.09	3.00%	\$41.38 - \$48.80
	\$132.59	--	--	7/1/2023	6/30/2024	\$46.44	3.00%	\$42.62 - \$50.27
	\$136.56	--	--	7/1/2024	6/30/2025	\$47.83	3.00%	\$43.89 - \$51.77
Design Engineer I	\$105.63	--	--	7/1/2020	6/30/2021	\$37.00		\$35.00 - \$39.00
	\$108.80	--	--	7/1/2021	6/30/2022	\$38.11	3.00%	\$36.05 - \$40.17
	\$112.07	--	--	7/1/2022	6/30/2023	\$39.25	3.00%	\$37.13 - \$41.38
	\$115.43	--	--	7/1/2023	6/30/2024	\$40.43	3.00%	\$38.25 - \$42.62
	\$118.89	--	--	7/1/2024	6/30/2025	\$41.64	3.00%	\$39.39 - \$43.89
Assistant Design Engineer	\$91.36	--	--	7/1/2020	6/30/2021	\$32.00		\$29.00 - \$35.00

BILLING INFORMATION				CALCULATION INFORMATION				
Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT (1.5x)	OT (2x)	From	To			
	\$94.10	—	—	7/1/2021	6/30/2022	\$32.96	3.00%	\$29.87 - \$36.05
	\$96.92	—	—	7/1/2022	6/30/2023	\$33.95	3.00%	\$30.77 - \$37.13
	\$99.83	—	—	7/1/2023	6/30/2024	\$34.97	3.00%	\$31.69 - \$38.25
	\$102.82	—	—	7/1/2024	6/30/2025	\$36.02	3.00%	\$32.64 - \$39.39
Senior CADD Designer	\$122.76	—	—	7/1/2020	6/30/2021	\$43.00		\$38.00 - \$48.00
	\$126.45	—	—	7/1/2021	6/30/2022	\$44.29	3.00%	\$39.14 - \$49.44
	\$130.24	—	—	7/1/2022	6/30/2023	\$45.62	3.00%	\$40.31 - \$50.92
	\$134.15	—	—	7/1/2023	6/30/2024	\$46.99	3.00%	\$41.52 - \$52.45
CADD Designer	\$138.17	—	—	7/1/2024	6/30/2025	\$48.40	3.00%	\$42.77 - \$54.02
	\$91.36	—	—	7/1/2020	6/30/2021	\$32.00		\$26.00 - \$38.00
	\$94.10	—	—	7/1/2021	6/30/2022	\$32.96	3.00%	\$26.78 - \$39.14
	\$96.92	—	—	7/1/2022	6/30/2023	\$33.95	3.00%	\$27.58 - \$40.31
	\$99.83	—	—	7/1/2023	6/30/2024	\$34.97	3.00%	\$28.41 - \$41.52
	\$102.82	—	—	7/1/2024	6/30/2025	\$36.02	3.00%	\$29.26 - \$42.77

Notes:

1. 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.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). 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. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant

Aguilar Consulting, Inc.☐ Prime Consultant☒ Subconsultant☐ 2nd Tier Subconsultant

Project No. _____

Contract No. _____ Participation Amount \$ \$60,000 (Estimate)Date 8/21/2020

For Combined Rate	Fringe Benefit % + General & Administrative %	=	<u>123.30%</u>	Combined ICR %
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For Home Office Rate	Fringe Benefit % + General & Administrative %	=	<u>N/A</u>	Home Office ICR %
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For Field Office Rate	Fringe Benefit % + General & Administrative %	=	<u>N/A</u>	Field Office ICR %
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	FEE	=	<u>10.00%</u>	
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BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% of \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT (1.5x)	OT (2x)	From	To			
Cesar Aguilar Project Manager * Senior Engineer	\$176.71	—	—	7/1/2020	6/30/2021	\$71.94		Not Applicable
	\$182.01	—	—	7/1/2021	6/30/2022	\$74.10	3.00%	
	\$187.47	—	—	7/1/2022	6/30/2023	\$76.32	3.00%	
	\$193.09	—	—	7/1/2023	6/30/2024	\$78.61	3.00%	
	\$198.88	—	—	7/1/2024	6/30/2025	\$80.97	3.00%	
Design Engineer	\$78.60	—	—	7/1/2020	6/30/2021	\$32.00		\$30.00 - \$34.00
	\$80.96	—	—	7/1/2021	6/30/2022	\$32.96	3.00%	\$30.90 - \$35.02
	\$83.39	—	—	7/1/2022	6/30/2023	\$33.95	3.00%	\$31.83 - \$36.07
	\$85.89	—	—	7/1/2023	6/30/2024	\$34.97	3.00%	\$32.78 - \$37.15
	\$88.47	—	—	7/1/2024	6/30/2025	\$36.02	3.00%	\$33.77 - \$38.27

Notes

1 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.

2 The cost proposal format shall not be amended.

3 Billing rate = actual hourly rate * (1 + CR) * (1 + Fee). 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 COTrans. All costs must comply with the Federal cost principles for reimbursement.

4 For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant

Group Delta Consultants, Inc.

☐ Prime Consultant☒ Subconsultant☐ 2nd Tier Subconsultant

Project No. _____

Contract No. _____

Participation Amount \$ 150,000 (Estimate)

Date: 8/21/2020

For Combined Rate	Fringe Benefit % + General & Administrative %	=	159.20%	Combined ICR %
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For Home Office Rate	Fringe Benefit % + General & Administrative %	=	N/A	Home Office ICR %
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For Field Office Rate	Fringe Benefit % + General & Administrative %	=	N/A	Field Office ICR %
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FEE	=	10.00%
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BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT (1.5x)	OT (2x)	From	To			
Ernest "Curt" Scheyhing Principal Engineer*	\$198.79	--	--	7/1/2020	6/30/2021	\$69.72		Not Applicable
	\$204.75	--	--	7/1/2021	6/30/2022	\$71.81	3.00%	
	\$210.89	--	--	7/1/2022	6/30/2023	\$73.97	3.00%	
	\$217.22	--	--	7/1/2023	6/30/2024	\$76.18	3.00%	
	\$223.74	--	--	7/1/2024	6/30/2025	\$78.47	3.00%	
Principal Engineer / Geologist/Scientist	\$270.28	--	--	7/1/2020	6/30/2021	\$94.80		\$69.72 - \$119.87
	\$278.39	--	--	7/1/2021	6/30/2022	\$97.64	3.00%	\$71.81 - \$123.47
	\$286.74	--	--	7/1/2022	6/30/2023	\$100.57	3.00%	\$73.97 - \$127.17
	\$295.34	--	--	7/1/2023	6/30/2024	\$103.59	3.00%	\$76.18 - \$130.99
	\$304.20	--	--	7/1/2024	6/30/2025	\$106.69	3.00%	\$78.47 - \$134.91
Associate Engineer / Geologist/Scientist	\$188.49	--	--	7/1/2020	6/30/2021	\$66.11		\$50.48 - \$81.74
	\$194.15	--	--	7/1/2021	6/30/2022	\$68.09	3.00%	\$51.99 - \$84.19
	\$199.97	--	--	7/1/2022	6/30/2023	\$70.14	3.00%	\$53.55 - \$86.72
	\$205.97	--	--	7/1/2023	6/30/2024	\$72.24	3.00%	\$55.16 - \$89.32
	\$212.15	--	--	7/1/2024	6/30/2025	\$74.41	3.00%	\$56.82 - \$92.00
Senior Engineer / Geologist/Scientist	\$154.91	--	--	7/1/2020	6/30/2021	\$54.33		\$48.56 - \$60.10
	\$159.55	--	--	7/1/2021	6/30/2022	\$55.96	3.00%	\$50.02 - \$61.90
	\$164.34	--	--	7/1/2022	6/30/2023	\$57.64	3.00%	\$51.62 - \$63.76
	\$169.27	--	--	7/1/2023	6/30/2024	\$59.37	3.00%	\$53.06 - \$65.67
	\$174.35	--	--	7/1/2024	6/30/2025	\$61.15	3.00%	\$54.85 - \$67.64
Project Engineer / Geologist/Scientist	\$121.32	--	--	7/1/2020	6/30/2021	\$42.55		\$35.10 - \$50.00
	\$124.96	--	--	7/1/2021	6/30/2022	\$43.83	3.00%	\$36.15 - \$51.50
	\$128.71	--	--	7/1/2022	6/30/2023	\$45.14	3.00%	\$37.24 - \$53.05
	\$132.57	--	--	7/1/2023	6/30/2024	\$46.50	3.00%	\$38.35 - \$54.84
	\$136.55	--	--	7/1/2024	6/30/2025	\$47.89	3.00%	\$39.51 - \$56.28
Staff Engineer / Geologist/Scientist	\$97.80	--	--	7/1/2020	6/30/2021	\$34.30		\$25.00 - \$43.60
	\$100.73	--	--	7/1/2021	6/30/2022	\$35.33	3.00%	\$25.75 - \$44.91
	\$103.75	--	--	7/1/2022	6/30/2023	\$36.39	3.00%	\$26.52 - \$46.26
	\$106.86	--	--	7/1/2023	6/30/2024	\$37.48	3.00%	\$27.32 - \$47.64
	\$110.07	--	--	7/1/2024	6/30/2025	\$38.60	3.00%	\$28.14 - \$49.07
CAD/Drafting	\$105.04	\$123.46	\$141.88	7/1/2020	6/30/2021	\$36.84		\$33.68 - \$40.00
	\$108.19	\$127.16	\$146.13	7/1/2021	6/30/2022	\$37.95	3.00%	\$34.69 - \$41.20
	\$111.44	\$130.98	\$150.52	7/1/2022	6/30/2023	\$39.08	3.00%	\$35.73 - \$42.44
	\$114.78	\$134.91	\$155.03	7/1/2023	6/30/2024	\$40.26	3.00%	\$36.80 - \$43.71
	\$118.22	\$138.95	\$159.69	7/1/2024	6/30/2025	\$41.46	3.00%	\$37.91 - \$45.02
Lab Technician	\$92.66	\$108.91	\$125.16	7/1/2020	6/30/2021	\$32.50		\$25.00 - \$40.00
	\$95.44	\$112.18	\$128.92	7/1/2021	6/30/2022	\$33.48	3.00%	\$25.75 - \$41.20
	\$98.31	\$115.55	\$132.79	7/1/2022	6/30/2023	\$34.48	3.00%	\$26.52 - \$42.44
	\$101.26	\$119.01	\$136.77	7/1/2023	6/30/2024	\$35.51	3.00%	\$27.32 - \$43.71
	\$104.29	\$122.58	\$140.87	7/1/2024	6/30/2025	\$36.58	3.00%	\$28.14 - \$45.02

Notes:

1 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.

2 The cost proposal format shall not be amended.

BILLING INFORMATION				CALCULATION INFORMATION		
Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Hourly Range - for Classifications Only
	Straight ³	OT (1.5x)	OT (2x)	From	To	

3. Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). 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. All costs must comply with the Federal cost principles for reimbursement.

4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL**SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)**

Note: Mark-ups are Not Allowed

Consultant

Tatsumi and Partners, Inc.☐ Prime Consultant☒ Subconsultant☐ 2nd Tier Subconsultant

Project No. _____

Contract No. _____

Participation Amount \$ \$20,000 (Estimate)Date: 8/21/2020

For Combined Rate	Fringe Benefit % + General & Administrative %	=	164.81%	Combined ICR %
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For Home Office Rate	Fringe Benefit % + General & Administrative %	=	N/A	Home Office ICR %
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	N/A	Field Office ICR %

FEE	=	10.00%
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BILLING INFORMATION**CALCULATION INFORMATION**

Name/Job Title/Classification	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT (1.5x)	OT (2x)	From	To			
David Tatsumi * Sr. Landscape Architect	\$268.88	—	—	7/1/2020	6/30/2021	\$92.31		Not Applicable
	\$278.96	—	—	7/1/2021	6/30/2022	\$85.08	3.00%	
	\$285.27	—	—	7/1/2022	6/30/2023	\$97.93	3.00%	
	\$293.82	—	—	7/1/2023	6/30/2024	\$100.87	3.00%	
	\$302.64	—	—	7/1/2024	6/30/2025	\$103.90	3.00%	
Project Manager Senior Associate	\$160.21	—	—	7/1/2020	6/30/2021	\$55.00		\$50.00 - \$60.00
	\$165.02	—	—	7/1/2021	6/30/2022	\$56.65	3.00%	\$51.50 - \$61.80
	\$169.97	—	—	7/1/2022	6/30/2023	\$58.35	3.00%	\$53.05 - \$63.65
	\$175.07	—	—	7/1/2023	6/30/2024	\$60.10	3.00%	\$54.64 - \$65.56
	\$180.32	—	—	7/1/2024	6/30/2025	\$61.90	3.00%	\$56.28 - \$67.53
Senior Designer Lead Senior Technical Staff	\$131.01	—	—	7/1/2020	6/30/2021	\$44.98		\$40.00 - \$49.95
	\$134.94	—	—	7/1/2021	6/30/2022	\$46.32	3.00%	\$41.20 - \$51.45
	\$138.99	—	—	7/1/2022	6/30/2023	\$47.71	3.00%	\$42.44 - \$52.99
	\$143.16	—	—	7/1/2023	6/30/2024	\$49.15	3.00%	\$43.71 - \$54.58
	\$147.45	—	—	7/1/2024	6/30/2025	\$50.62	3.00%	\$45.02 - \$56.22
Senior Designer Technical Staff II	\$109.16	—	—	7/1/2020	6/30/2021	\$37.48		\$35.00 - \$39.95
	\$112.44	—	—	7/1/2021	6/30/2022	\$38.60	3.00%	\$36.05 - \$41.15
	\$115.81	—	—	7/1/2022	6/30/2023	\$39.76	3.00%	\$37.13 - \$42.38
	\$119.28	—	—	7/1/2023	6/30/2024	\$40.95	3.00%	\$38.25 - \$43.65
	\$122.86	—	—	7/1/2024	6/30/2025	\$42.18	3.00%	\$39.39 - \$44.96
Designer Technical Staff I	\$85.86	—	—	7/1/2020	6/30/2021	\$29.48		\$24.00 - \$34.95
	\$88.43	—	—	7/1/2021	6/30/2022	\$30.36	3.00%	\$24.72 - \$36.00
	\$91.09	—	—	7/1/2022	6/30/2023	\$31.27	3.00%	\$25.46 - \$37.08
	\$93.82	—	—	7/1/2023	6/30/2024	\$32.21	3.00%	\$26.23 - \$38.19
	\$96.63	—	—	7/1/2024	6/30/2025	\$33.17	3.00%	\$27.01 - \$39.34

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.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). 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. All costs must comply with the Federal cost principles for reimbursement.
- For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL**SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)**

Note: Mark-ups are Not Allowed.

Consultant

KOA Corporation☐ Prime Consultant☒ Subconsultant☐ 2nd Tier Subconsultant

Project No. _____

Contract No. _____

Participation Amount \$ \$70,000 (Estimate)Date: 8/21/2020

For Combined Rate	Fringe Benefit % + General & Administrative %	=	<u>148.12%</u>	Combined ICR %
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For Home Office Rate	Fringe Benefit % + General & Administrative %	=	<u>N/A</u>	Home Office ICR %
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For Field Office Rate	Fringe Benefit % + General & Administrative %	=	<u>N/A</u>	Field Office ICR %
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	FEE	=	<u>10.00%</u>	
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BILLING INFORMATION**CALCULATION INFORMATION**

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT (1.5x)	OT (2x)	From	To			
Min Zhou Principal Engineer	\$289.31	--	--	7/1/2020	6/30/2021	\$106.00		Not Applicable
	\$297.99	--	--	7/1/2021	6/30/2022	\$109.18	3.00%	
	\$306.93	--	--	7/1/2022	6/30/2023	\$112.46	3.00%	
	\$316.13	--	--	7/1/2023	6/30/2024	\$115.83	3.00%	
	\$325.62	--	--	7/1/2024	6/30/2025	\$119.30	3.00%	
Charlie Schwinger Senior Engineer I	\$218.35	--	--	7/1/2020	6/30/2021	\$80.00		Not Applicable
	\$224.90	--	--	7/1/2021	6/30/2022	\$82.40	3.00%	
	\$231.64	--	--	7/1/2022	6/30/2023	\$84.87	3.00%	
	\$238.59	--	--	7/1/2023	6/30/2024	\$87.42	3.00%	
	\$245.75	--	--	7/1/2024	6/30/2025	\$90.04	3.00%	
Ming Guan * Senior Engineer II	\$196.84	--	--	7/1/2020	6/30/2021	\$72.12		Not Applicable
	\$202.74	--	--	7/1/2021	6/30/2022	\$74.28	3.00%	
	\$208.83	--	--	7/1/2022	6/30/2023	\$76.51	3.00%	
	\$215.09	--	--	7/1/2023	6/30/2024	\$78.81	3.00%	
	\$221.54	--	--	7/1/2024	6/30/2025	\$81.17	3.00%	
Clyde Prem Senior Planner	\$196.51	--	--	7/1/2020	6/30/2021	\$72.00		Not Applicable
	\$202.41	--	--	7/1/2021	6/30/2022	\$74.16	3.00%	
	\$208.48	--	--	7/1/2022	6/30/2023	\$76.38	3.00%	
	\$214.73	--	--	7/1/2023	6/30/2024	\$78.68	3.00%	
	\$221.17	--	--	7/1/2024	6/30/2025	\$81.04	3.00%	
Associate Engineer I	\$143.29	--	--	7/1/2020	6/30/2021	\$52.50		\$45.00 - \$60.00
	\$147.59	--	--	7/1/2021	6/30/2022	\$54.08	3.00%	\$46.35 - \$61.80
	\$152.02	--	--	7/1/2022	6/30/2023	\$55.70	3.00%	\$47.74 - \$63.65
	\$156.58	--	--	7/1/2023	6/30/2024	\$57.37	3.00%	\$49.17 - \$65.56
	\$161.27	--	--	7/1/2024	6/30/2025	\$59.09	3.00%	\$50.65 - \$67.53
Associate Engineer II	\$109.17	--	--	7/1/2020	6/30/2021	\$40.00		\$29.00 - \$51.00
	\$112.45	--	--	7/1/2021	6/30/2022	\$41.20	3.00%	\$29.87 - \$52.53
	\$115.82	--	--	7/1/2022	6/30/2023	\$42.44	3.00%	\$30.77 - \$54.11
	\$119.30	--	--	7/1/2023	6/30/2024	\$43.71	3.00%	\$31.69 - \$55.73
	\$122.87	--	--	7/1/2024	6/30/2025	\$45.02	3.00%	\$32.64 - \$57.40
Associate Planner I	\$116.00	--	--	7/1/2020	6/30/2021	\$42.50		\$35.00 - \$50.00
	\$119.48	--	--	7/1/2021	6/30/2022	\$43.78	3.00%	\$36.05 - \$51.50
	\$123.06	--	--	7/1/2022	6/30/2023	\$45.09	3.00%	\$37.13 - \$53.05
	\$126.75	--	--	7/1/2023	6/30/2024	\$46.44	3.00%	\$38.25 - \$54.64
	\$130.55	--	--	7/1/2024	6/30/2025	\$47.83	3.00%	\$39.39 - \$56.28
Associate Planner II	\$90.75	--	--	7/1/2020	6/30/2021	\$33.25		\$25.00 - \$41.50
	\$93.47	--	--	7/1/2021	6/30/2022	\$34.25	3.00%	\$25.75 - \$42.75
	\$96.28	--	--	7/1/2022	6/30/2023	\$35.27	3.00%	\$26.52 - \$44.03
	\$99.16	--	--	7/1/2023	6/30/2024	\$36.33	3.00%	\$27.32 - \$45.35
	\$102.14	--	--	7/1/2024	6/30/2025	\$37.42	3.00%	\$28.14 - \$46.71

Notes:

1. 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.

2. The cost proposal format shall not be amended.

3. Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a co-sponsor agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.

4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL**SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)**

Note: Mark-ups are Not Allowed.

Consultant

Overland, Pacific & Cutler, LLC.

☐ Prime Consultant☒ Subconsultant☐ 2nd Tier Subconsultant

Project No. _____

Contract No. _____

Participation Amount \$

< \$150K

Date: 10/6/2022

For Combined Rate	Fringe Benefit % + General & Administrative %	=	133.90%	Combined ICR %
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For Home Office Rate	Fringe Benefit % + General & Administrative %	=	N/A	Home Office ICR %
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For Field Office Rate	Fringe Benefit % + General & Administrative %	=	N/A	Field Office ICR %
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	FEE	=	10.00%	
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BILLING INFORMATION**CALCULATION INFORMATION**

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT (1.5x)	OT (2x)	From	To			
Mike Parker Sr. Utility Manager *	\$185.56	--	--	7/1/2020	6/30/2021	\$72.12		Not Applicable
	\$191.12	--	--	7/1/2021	6/30/2022	\$74.28	3.00%	
	\$196.86	--	--	7/1/2022	6/30/2023	\$76.51	3.00%	
	\$202.76	--	--	7/1/2023	6/30/2024	\$78.81	3.00%	
	\$208.85	--	--	7/1/2024	6/30/2025	\$81.17	3.00%	
R/W Program Manager	\$252.67	--	--	7/1/2020	6/30/2021	\$98.21		\$30.00 - \$166.41
	\$260.25	--	--	7/1/2021	6/30/2022	\$101.15	3.00%	\$30.90 - \$171.40
	\$268.06	--	--	7/1/2022	6/30/2023	\$104.19	3.00%	\$31.83 - \$176.54
	\$276.10	--	--	7/1/2023	6/30/2024	\$107.31	3.00%	\$32.78 - \$181.84
	\$284.38	--	--	7/1/2024	6/30/2025	\$110.53	3.00%	\$33.77 - \$187.30
R/W Sr. Project Manager	\$160.81	--	--	7/1/2020	6/30/2021	\$62.50		\$57.69 - \$67.31
	\$165.63	--	--	7/1/2021	6/30/2022	\$64.38	3.00%	\$59.42 - \$69.33
	\$170.60	--	--	7/1/2022	6/30/2023	\$66.31	3.00%	\$61.20 - \$71.41
	\$175.72	--	--	7/1/2023	6/30/2024	\$68.30	3.00%	\$63.04 - \$73.55
	\$180.99	--	--	7/1/2024	6/30/2025	\$70.34	3.00%	\$64.93 - \$75.76
R/W Project Manager	\$108.24	--	--	7/1/2020	6/30/2021	\$42.07		\$36.06 - \$48.08
	\$111.49	--	--	7/1/2021	6/30/2022	\$43.33	3.00%	\$37.14 - \$49.52
	\$114.83	--	--	7/1/2022	6/30/2023	\$44.63	3.00%	\$38.26 - \$51.01
	\$118.28	--	--	7/1/2023	6/30/2024	\$45.97	3.00%	\$39.40 - \$52.54
	\$121.83	--	--	7/1/2024	6/30/2025	\$47.35	3.00%	\$40.59 - \$54.11
R/W Sr. Agent	\$88.57	--	--	7/1/2020	6/30/2021	\$34.43		\$28.85 - \$40.00
	\$91.23	--	--	7/1/2021	6/30/2022	\$35.46	3.00%	\$29.72 - \$41.20
	\$93.97	--	--	7/1/2022	6/30/2023	\$36.52	3.00%	\$30.61 - \$42.44
	\$96.79	--	--	7/1/2023	6/30/2024	\$37.62	3.00%	\$31.53 - \$43.71
	\$99.69	--	--	7/1/2024	6/30/2025	\$38.75	3.00%	\$32.47 - \$45.02
R/W Agent/ Project Coordinator	\$68.03	--	--	7/1/2020	6/30/2021	\$26.44		\$21.63 - \$31.25
	\$70.07	--	--	7/1/2021	6/30/2022	\$27.23	3.00%	\$22.28 - \$32.19
	\$72.17	--	--	7/1/2022	6/30/2023	\$28.05	3.00%	\$22.95 - \$33.15
	\$74.34	--	--	7/1/2023	6/30/2024	\$28.89	3.00%	\$23.64 - \$34.15
	\$76.57	--	--	7/1/2024	6/30/2025	\$29.76	3.00%	\$24.34 - \$35.17
Senior Utility Coordinator	\$115.78	--	--	7/1/2020	6/30/2021	\$45.00		\$35.00 - \$55.00
	\$119.25	--	--	7/1/2021	6/30/2022	\$46.35	3.00%	\$36.05 - \$56.65
	\$122.83	--	--	7/1/2022	6/30/2023	\$47.74	3.00%	\$37.13 - \$58.35
	\$126.52	--	--	7/1/2023	6/30/2024	\$49.17	3.00%	\$38.25 - \$60.10
	\$130.31	--	--	7/1/2024	6/30/2025	\$50.65	3.00%	\$39.39 - \$61.90
Utility Coordinator	\$90.05	--	--	7/1/2020	6/30/2021	\$35.00		\$25.00 - \$45.00
	\$92.75	--	--	7/1/2021	6/30/2022	\$36.05	3.00%	\$25.75 - \$46.35
	\$95.54	--	--	7/1/2022	6/30/2023	\$37.13	3.00%	\$26.52 - \$47.74
	\$98.40	--	--	7/1/2023	6/30/2024	\$38.25	3.00%	\$27.32 - \$49.17
	\$101.35	--	--	7/1/2024	6/30/2025	\$39.39	3.00%	\$28.14 - \$50.65
Project Support	\$64.32	--	--	7/1/2020	6/30/2021	\$25.00		\$15.00 - \$35.00
	\$66.25	--	--	7/1/2021	6/30/2022	\$25.75	3.00%	\$15.45 - \$36.05
	\$68.24	--	--	7/1/2022	6/30/2023	\$26.52	3.00%	\$15.91 - \$37.13
	\$70.29	--	--	7/1/2023	6/30/2024	\$27.32	3.00%	\$16.39 - \$38.25
	\$72.40	--	--	7/1/2024	6/30/2025	\$28.14	3.00%	\$16.88 - \$39.39
R/W Engineer	\$160.81	--	--	7/1/2020	6/30/2021	\$62.50		\$57.69 - \$67.31

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT (1.5x)	OT (2x)	From	To			
	\$165.63	--	--	7/1/2021	6/30/2022	\$64.38	3.00%	\$59.42 - \$69.33
	\$170.60	--	--	7/1/2022	6/30/2023	\$66.31	3.00%	\$61.20 - \$71.41
	\$175.72	--	--	7/1/2023	6/30/2024	\$68.30	3.00%	\$63.04 - \$73.55
	\$180.99	--	--	7/1/2024	6/30/2025	\$70.34	3.00%	\$64.93 - \$75.76
R/W Engineering Analyst	\$68.03	--	--	7/1/2020	6/30/2021	\$26.44		\$21.63 - \$31.25
	\$70.07	--	--	7/1/2021	6/30/2022	\$27.23	3.00%	\$22.28 - \$32.19
	\$72.17	--	--	7/1/2022	6/30/2023	\$28.05	3.00%	\$22.95 - \$33.15
	\$74.34	--	--	7/1/2023	6/30/2024	\$28.89	3.00%	\$23.64 - \$34.15
	\$76.57	--	--	7/1/2024	6/30/2025	\$29.76	3.00%	\$24.34 - \$35.17

Notes

1. 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.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). 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. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

**Skyview Road Pedestrian Bridge over French Valley Channel Fee Proposal
Summary**

October 6, 2021

COMPANIES	PHASE I	PHASE II	PHASE III	PHASE IV	TOTAL
CNS Engineers, Inc. Prime		\$ 345,164.74	\$ 4,691.01	\$ 37,059.18	\$ 386,914.93
Aguilar Consulting, Inc. Drainage		\$ 38,577.47	\$ 255.31	\$ 1,885.26	\$ 40,718.04
Group Delta Consultants, Inc. Geotechnical Report		\$ 33,537.92		\$ 7,843.54	\$ 41,381.46
Tatsumi and Partners, Inc. Landscape & Bridge Aesthetics		\$ 35,045.92		\$ 1,806.00	\$ 36,851.92
KOA Corporation Bridge Lighting		\$ 20,243.45		\$ 1,428.38	\$ 21,671.82
Overland, Pacific & Cutler, LLC (OPC) Right-of-Way Services		\$ 26,023.34			\$ 26,023.34
TOTAL		\$ 498,592.85	\$ 4,946.32	\$ 50,022.36	\$ 553,561.52

Phase I **Preliminary Engineering & Environmental**

Phase II **Plans, Specs & Estimates**

Phase III **Bid Support**

Phase IV **Construction Support**

FEE PROPOSAL WORKSHEET

COMPANY:

CNS Engineers, Inc.

SCOPE OF WORK:

Project Summary

PHASE

All Phases

PROJECT

Skyview Road Pedestrian Bridge over French Valley Channel

DATE

October 6, 2021

DIRECT LABOR

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
James J. Lu	Structures Manager	129	@	\$95.80	\$12,358.20
Quyet Nguyen	Senior Bridge Engineer	355	@	\$67.00	\$23,785.00
Steve Hosford	Senior Roadway Engineer	383	@	\$64.48	\$24,695.84
	Project Engineer (Bridge)	416	@	\$52.00	\$21,632.00
	Design Engineer II (Bridge)	348	@	\$42.50	\$14,790.00
	Design Engineer I (Bridge)	120	@	\$39.00	\$4,680.00
	Design Engineer I (Roadway)	272	@	\$39.00	\$10,608.00
	Senior CADD Designer	520	@	\$42.50	\$22,100.00

TOTAL HOURS

2,543

TOTAL AMOUNT:

\$134,649.04

MULTIPLIERS

ESCALATION @		(Rates Vary by Phase)	
OVERHEAD @	102.64%	(of Direct Labor + Escalation)	\$138,203.77
PAYROLL ADDITIVES @	56.90%	(of Direct Labor + Escalation)	\$76,615.30
PROFIT (FIXED FEE)	10.0%		\$34,946.81

TOTAL MULTIPLIERS:

\$249,765.89

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT		UNIT COST	AMOUNT
Reproduction	1	LS	@	\$500.00	\$500.00
Travel	1	LS	@	\$500.00	\$500.00
Permits	1	LS	@	\$1,000.00	\$1,000.00
Mailing & Overnight Delivery	1	LS	@	\$500.00	\$500.00

TOTAL ODC'S:

\$2,500.00

SUB CONSULTANT SERVICES

COMPANY	LABOR	MULTIPLIERS	ODC's	TOTAL
Aguilar Consulting, Inc.	\$16,576.98	\$24,141.06		\$40,718.04
Group Delta Consultants, Inc.	\$14,513.70	\$26,867.76		\$41,381.46
Tatsumi and Partners, Inc.	\$12,651.24	\$24,200.68		\$36,851.92
KOA Corporation	\$8,282.88	\$13,388.94		\$21,671.82
Overland, Pacific & Cutler, LLC (OPC)	\$5,605.87	\$8,817.47	\$11,600.00	\$26,023.34

TOTAL SUBCONSULTANT SERVICES

\$166,646.59

GRAND TOTAL

\$553,561.52

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FEE PROPOSAL WORKSHEET

COMPANY:

CNS Engineers, Inc.

SCOPE OF WORK:

Preliminary Engineering & Environmental

PHASE:

Phase I

PROJECT:

Skyview Road Pedestrian Bridge over French Valley Channel

DATE:

October 6, 2021

DIRECT LABOR

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
James J. Lu	Structures Manager		\$95.80	
Quyet Nguyen	Senior Bridge Engineer		\$67.00	
Steve Hosford	Senior Roadway Engineer		\$64.48	
	Project Engineer (Bridge)		\$52.00	
	Design Engineer II (Bridge)		\$42.50	
	Design Engineer I (Bridge)		\$39.00	
	Design Engineer I (Roadway)		\$39.00	
	Senior CADD Designer		\$42.50	
		TOTAL HOURS:	TOTAL AMOUNT	

MULTIPLIERS

ESCALATION @		(of Direct Labor)
OVERHEAD @	102.64%	(of Direct Labor + Escalation)
PAYROLL ADDITIVES @	56.90%	(of Direct Labor + Escalation)
PROFIT (FIXED FEE)	10.0%	

TOTAL MULTIPLIERS

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Reproduction		LS	\$500.00	
Travel		LS	\$500.00	
Permits		LS	\$1,000.00	
Mailing & Overnight Delivery		LS	\$500.00	
				TOTAL ODC'S

SUB CONSULTANT SERVICES

COMPANY	LABOR	MULTIPLIERS	ODC's	TOTAL
Aguilar Consulting, Inc.				
Group Delta Consultants, Inc.				
Tatsumi and Partners, Inc.				
KOA Corporation				
Overland, Pacific & Cutler, LLC (OPC)				

TOTAL SUBCONSULTANT SERVICES

TOTAL

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FEE PROPOSAL WORKSHEET

COMPANY:

CNS Engineers, Inc.

SCOPE OF WORK:

Plans, Specs & Estimates

PHASE:

Phase II

PROJECT:

Skyview Road Pedestrian Bridge over French Valley Channel

DATE:

October 6, 2021

DIRECT LABOR

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
James J. Lu	Structures Manager	116	@	\$95.80	\$11,112.80
Quyet Nguyen	Senior Bridge Engineer	300	@	\$67.00	\$20,100.00
Steve Hosford	Senior Roadway Engineer	330	@	\$64.48	\$21,278.40
	Project Engineer (Bridge)	352	@	\$52.00	\$18,304.00
	Design Engineer II (Bridge)	348	@	\$42.50	\$14,790.00
	Design Engineer I (Bridge)	120	@	\$39.00	\$4,680.00
	Design Engineer I (Roadway)	240	@	\$39.00	\$9,360.00
	Senior CADD Designer	480	@	\$42.50	\$20,400.00

TOTAL HOURS:

2,286

TOTAL AMOUNT:

\$120,025.20

MULTIPLIERS

ESCALATION @		(of Direct Labor)	
OVERHEAD @	102.64%	(of Direct Labor + Escalation)	\$123,193.87
PAYROLL ADDITIVES @	56.90%	(of Direct Labor + Escalation)	\$68,294.34
PROFIT (FIXED FEE)	10.0%		\$31,151.34

TOTAL MULTIPLIERS

\$222,639.54

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT		UNIT COST	AMOUNT
Reproduction	1	LS	@	\$500.00	\$500.00
Travel	1	LS	@	\$500.00	\$500.00
Permits	1	LS	@	\$1,000.00	\$1,000.00
Mailing & Overnight Delivery	1	LS	@	\$500.00	\$500.00

TOTAL ODC'S

\$2,500.00

SUB CONSULTANT SERVICES

COMPANY	LABOR	MULTIPLIERS	ODC's	TOTAL
Aguilar Consulting, Inc.	\$15,705.52	\$22,871.95		\$38,577.47
Group Delta Consultants, Inc.	\$11,762.74	\$21,775.18		\$33,537.92
Tatsumi and Partners, Inc.	\$12,031.24	\$23,014.68		\$35,045.92
KOA Corporation	\$7,736.96	\$12,506.49		\$20,243.45
Overland, Pacific & Cutler, LLC (OPC)	\$5,605.87	\$8,817.47	\$11,600.00	\$26,023.34

TOTAL SUBCONSULTANT SERVICES

\$153,428.10

TOTAL

\$498,592.85

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FEE PROPOSAL WORKSHEET

COMPANY CNS Engineers, Inc.	SCOPE OF WORK: Bid Support	PHASE Phase III
PROJECT Skyview Road Pedestrian Bridge over French Valley Channel		DATE October 6, 2021

DIRECT LABOR

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
James J. Lu	Structures Manager	1	@	\$95.80	\$95.80
Quyet Nguyen	Senior Bridge Engineer	9	@	\$67.00	\$603.00
Steve Hosford	Senior Roadway Engineer	9	@	\$64.48	\$580.32
	Project Engineer (Bndge)	4	@	\$52.00	\$208.00
	Design Engineer II (Bridge)			\$42.50	
	Design Engineer I (Bridge)			\$39.00	
	Design Engineer I (Roadway)	4	@	\$39.00	\$156.00
	Senior CADD Designer			\$42.50	

TOTAL HOURS: 27 TOTAL AMOUNT: \$1,643.12

MULTIPLIERS

ESCALATION @	(of Direct Labor)	
OVERHEAD @	102.64% (of Direct Labor + Escalation)	\$1,686.50
PAYROLL ADDITIVES @	56.90% (of Direct Labor + Escalation)	\$934.94
PROFIT (FIXED FEE)	10.0%	\$426.46

TOTAL MULTIPLIERS: \$3,047.89

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Reproduction		LS	\$500.00	
Travel		LS	\$500.00	
Permits		LS	\$1,000.00	
Mailing & Overnight Delivery		LS	\$500.00	

TOTAL ODC'S:

SUB CONSULTANT SERVICES

COMPANY	LABOR	MULTIPLIERS	ODC's	TOTAL
Aguilar Consulting, Inc.	\$103.94	\$151.37		\$255.31
Group Delta Consultants, Inc.				
Tatsumi and Partners, Inc.				
KOA Corporation				
Overland, Pacific & Cutler, LLC (OPC)				

TOTAL SUBCONSULTANT SERVICES: \$255.31

TOTAL: \$4,946.32

FEE PROPOSAL WORKSHEET

COMPANY

CNS Engineers, Inc.

SCOPE OF WORK

Construction Support

PHASE

Phase IV

PROJECT:

Skyview Road Pedestrian Bridge over French Valley Channel

DATE:

October 6, 2021

DIRECT LABOR

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
James J. Lu	Structures Manager	12	@	\$95.80	\$1,149.60
Quyet Nguyen	Senior Bridge Engineer	46	@	\$67.00	\$3,082.00
Steve Hosford	Senior Roadway Engineer	44	@	\$64.48	\$2,837.12
	Project Engineer (Bridge)	60	@	\$52.00	\$3,120.00
	Design Engineer II (Bridge)			\$42.50	
	Design Engineer I (Bridge)			\$39.00	
	Design Engineer I (Roadway)	28	@	\$39.00	\$1,092.00
	Senior CADD Designer	40	@	\$42.50	\$1,700.00

TOTAL HOURS 230 TOTAL AMOUNT \$12,980.72

MULTIPLIERS

ESCALATION @		(of Direct Labor)	
OVERHEAD @	102.64%	(of Direct Labor + Escalation)	\$13,323.41
PAYROLL ADDITIVES @	56.90%	(of Direct Labor + Escalation)	\$7,386.03
PROFIT (FIXED FEE)	10.0%		\$3,369.02

TOTAL MULTIPLIERS \$24,078.46

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Reproduction		LS	\$500.00	
Travel		LS	\$500.00	
Permits		LS	\$1,000.00	
Mailing & Overnight Delivery		LS	\$500.00	

TOTAL ODC'S

SUB CONSULTANT SERVICES

COMPANY	LABOR	MULTIPLIERS	ODC's	TOTAL
Aguilar Consulting, Inc.	\$767.52	\$1,117.74		\$1,885.26
Group Delta Consultants, Inc.	\$2,750.96	\$5,092.58		\$7,843.54
Tatsumi and Partners, Inc.	\$620.00	\$1,186.00		\$1,806.00
KOA Corporation	\$545.92	\$882.46		\$1,428.38
Overland, Pacific & Cutler, LLC (OPC)				

TOTAL SUBCONSULTANT SERVICES \$12,963.18

TOTAL \$50,022.36

MANHOUR WORKSHEET		
COMPANY CNS Engineers, Inc.	SCOPE OF WORK: Manhour Summary	PHASE: All Phases
PROJECT: Skyview Road Pedestrian Bridge over French Valley Channel		DATE: October 6, 2021

TASK	STRUCTURES MANAGER	SENIOR BRIDGE ENGINEER	SENIOR ROADWAY ENGINEER	PROJECT ENGINEER (BRIDGE)	DESIGN ENGINEER II (BRIDGE)	DESIGN ENGINEER I (BRIDGE)	SENIOR CADD DESIGNER	HOURS	HOURS (Top & Bottom)
	\$273.50	\$191.28	\$184.09	\$148.46	\$121.33	\$111.34	\$111.34	\$121.33	
PHASE TOTALS	129	355	383	416	348	120	272	520	2,543

PHASE I									
PHASE II	116	300	330	352	348	120	240	480	2,286
PHASE III	1	9	9	4			4		27
PHASE IV	12	46	44	60			28	40	230

[illegible]

SCOPE OF WORK

Preliminary Engineering & Environmental

DATE _____

October 6, 2021

TASK	HOURS	COST
STRUCTURES MANAGER		
SENIOR BRIDGE ENGINEER		
SENIOR ROADWAY ENGINEER		
PROJECT ENGINEER (BRIDGE)		
DESIGN ENGINEER II (BRIDGE)		
DESIGN ENGINEER I (BRIDGE)		
DESIGN ENGINEER I (ROADWAY)		
SENIOR CAD DESIGNER		

HOURS COST

[illegible]

COMPANY:	CNS Engineers, Inc.	SCOPE OF WORK:	Phase II Plans, Specs & Estimates	PHASE:	Phase II
PROJECT:	Skyview Road Pedestrian Bridge over French Valley Channel				
				DATE:	October 6, 2021

TASK	PERSONNEL	MANHOURS	COST
STRUCTURES MANAGER	SENIOR BRIDGE ENGINEER		
	SENIOR ROADWAY ENGINEER		
	PROJECT ENGINEER (BRIDGE)		
	DESIGN ENGINEER II (BRIDGE)		
	DESIGN ENGINEER I (BRIDGE)		
	DESIGN ENGINEER I (ROADWAY)		
	SENIOR CAD DESIGNER		

	\$273.50	\$191.28	\$184.09	\$148.46	\$121.33	\$111.34	\$111.34	\$121.33
Total Manhours	116	300	330	352	348	120	240	480
								2,286

[illegible]

COMPANY	SCOPE OF WORK	PHASE
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CNS Engineers, Inc.

PROJECT:	
DATE:	

Skyview Road Pedestrian Bridge over French Valley Channel

PHASE III

DATE:
October 6, 2021

TASK	HOURS	COST
STRUCTURES MANAGER		
SENIOR BRIDGE ENGINEER		
SENIOR ROADWAY ENGINEER		
PROJECT ENGINEER (BRIDGE)		
DESIGN ENGINEER II (BRIDGE)		
DESIGN ENGINEER I (BRIDGE)		
DESIGN ENGINEER I (ROADWAY)		
SENIOR CAD DESIGNER		

Total Manhours	1	9	9	4	27
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[illegible]

MANHOUR WORKSHEET		
COMPANY:	SCOPE OF WORK:	PHASE:
CNS Engineers, Inc.	Construction Support	Phase IV
PROJECT:	DATE:	
Skyview Road Pedestrian Bridge over French Valley Channel		October 6, 2021
TASK	STRUCTURES MANAGER	
	SENIOR BRIDGE ENGINEER	
	SENIOR ROADWAY ENGINEER	
	PROJECT ENGINEER (BRIDGE)	
	DESIGN ENGINEER II (BRIDGE)	
	DESIGN ENGINEER I (BRIDGE)	
	DESIGN ENGINEER I (ROADWAY)	
	SENIOR CAD/D DESIGNER	
		HOURS
		COST

Total Manhours	12	46	44	60	28	40	230
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[illegible]

SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY Aguilar Consulting, Inc.	SCOPE OF WORK Drainage	PHASE: All Phases
PROJECT: Skyview Road Pedestrian Bridge over French Valley Channel		DATE: October 6, 2021

DIRECT LABOR

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Ceazar Aguilar	Project Manager	117	@ \$71.94	\$8,416.98
	Design Engineer	255	@ \$32.00	\$8,160.00
		TOTAL HOURS	372	TOTAL DIRECT LABOR
				\$16,576.98

MULTIPLIERS

ESCALATION @		(Rates Vary by Phase)	
OVERHEAD @	123 30%	(of Direct Labor + Escalation)	\$20,439.42
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$3,701.64
TOTAL MULTIPLIERS			\$24,141.06

OTHER DIRECT COSTS

... Billed at Actual Cost ...

[illegible]

TOTAL ODC'S

TOTAL	\$40,718.04
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SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY:

Aguilar Consulting, Inc.

SCOPE OF WORK:

Drainage

PHASE:

Phase I

PROJECT:

Skyview Road Pedestrian Bridge over French Valley Channel

DATE:

October 6, 2021

DIRECT LABOR

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Ceazar Aguilar	Project Manager		\$71.94	
	Design Engineer		\$32.00	

TOTAL HOURS

*AL DIRECT LABOR

MULTIPLIERS

ESCALATION @		(of Direct Labor)
OVERHEAD @	123.30%	(of Direct Labor + Escalation)
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)
PROFIT (FIXED FEE)	10.0%	

TOTAL MULTIPLIERS

OTHER DIRECT COSTS

•• Billed at Actual Cost ••

[illegible]

TOTAL ODC'S

TOTAL

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SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY: Aguilar Consulting, Inc.	SCOPE OF WORK: Drainage	PHASE: Phase II
PROJECT: Skyview Road Pedestrian Bridge over French Valley Channel		DATE: October 6, 2021

DIRECT LABOR

[illegible]

MULTIPLIERS

ESCALATION @		(of Direct Labor)	
OVERHEAD @	123.30%	(of Direct Labor + Escalation)	\$19,364.91
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$3,507.04
		TOTAL MULTIPLIERS	\$22,871.95

OTHER DIRECT COSTS

... Billed at Actual Cost ...

[illegible]

TOTAL ODC'S

TOTAL	\$38,577.47
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SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY

Aguilar Consulting, Inc.

SCOPE OF WORK

Drainage

PHASE:

Phase III

PROJECT

Skyview Road Pedestrian Bridge over French Valley Channel

DATE:

October 6, 2021

DIRECT LABOR

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Ceazar Aguilar	Project Manager	1	@ \$71.94	\$71.94
	Design Engineer	1	@ \$32.00	\$32.00
TOTAL HOURS		2	TOTAL DIRECT LABOR \$103.94	

MULTIPLIERS

ESCALATION @		(of Direct Labor)	
OVERHEAD @	123.30%	(of Direct Labor + Escalation)	\$128.16
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$23.21
		TOTAL MULTIPLIERS	\$151.37

OTHER DIRECT COSTS

... Billed at Actual Cost ...

[illegible]

TOTAL

\$255.31

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SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY: Aguilar Consulting, Inc.	SCOPE OF WORK: Drainage	PHASE: Phase IV
PROJECT: Skyview Road Pedestrian Bridge over French Valley Channel		DATE: October 6, 2021

DIRECT LABOR

[illegible]

MULTIPLIERS

ESCALATION @		(of Direct Labor)	
OVERHEAD @	123.30%	(of Direct Labor + Escalation)	\$946.35
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$171.39
		TOTAL MULTIPLIERS	\$1,117.74

OTHER DIRECT COSTS

... Billed at Actual Cost ...

[illegible]

TOTAL ODC'S

TOTAL	\$1,885.26
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SUBCONSULTANT MANHOOUR WORKSHEET			
COMPANY:	SCOPE OF WORK:		PHASE:
Aguilar Consulting, Inc.	Drainage	Phase III	
PROJECT:	DATE:		
Skyview Road Pedestrian Bridge over French Valley Channel	October 6, 2021		
TASK	PROJECT MANAGER		HOURS
	DESIGN ENGINEER		COST

SCOPE OF WORK:

PHASE:

Drainage

Phase III

DATE:

October 6, 2021

[illegible]

Total Manhours	
1	1
	2

[illegible]

SUBCONSULTANT MANHOURLY WORKSHEET

COMPANY:	SCOPE OF WORK:	PHASE:
Aguilar Consulting, Inc.	Drainage	Phase IV
PROJECT:	DATE:	
Skyview Road Pedestrian Bridge over French Valley Channel	October 6, 2021	

[illegible]

	\$176.71	\$78.60
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Total Manhours	8	6	14
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[illegible]

SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY	SCOPE OF WORK:	PHASE:
Group Delta Consultants, Inc.	Geotechnical Report	All Phases
PROJECT	DATE	
Skyview Road Pedestrian Bridge over French Valley Channel	October 6, 2021	

DIRECT LABOR

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
Ernest "Curt" Scheyhing	Principal Engineer	60	@	\$69.72	\$4,183.20
	Associate Engineer	28	@	\$66.11	\$1,851.08
	Senior Engineer			\$54.33	
	Project Engineer	36	@	\$42.55	\$1,531.80
	Staff Engineer	151	@	\$34.30	\$5,179.30
	Lab Technician			\$32.50	
	CAD / Drafting	48	@	\$36.84	\$1,768.32
TOTAL HOURS		323	TOTAL DIRECT LABOR		\$14,513.70

MULTIPLIERS

ESCALATION @		(Rates Vary by Phase)	
OVERHEAD @	159.20%	(of Direct Labor + Escalation)	\$23,105.81
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$3,761.95
		TOTAL MULTIPLIERS	\$26,867.76

OTHER DIRECT COSTS

... Billed at Actual Cost ...

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
1. <u>100</u> <u>lb</u> <u>of</u> <u>lumber</u> <u>at</u> <u>10</u> <u>cents</u> <u>per</u> <u>lb</u>	100	lb	10	1000
2. <u>50</u> <u>lb</u> <u>of</u> <u>lumber</u> <u>at</u> <u>10</u> <u>cents</u> <u>per</u> <u>lb</u>	50	lb	10	500
3. <u>25</u> <u>lb</u> <u>of</u> <u>lumber</u> <u>at</u> <u>10</u> <u>cents</u> <u>per</u> <u>lb</u>	25	lb	10	250
4. <u>10</u> <u>lb</u> <u>of</u> <u>lumber</u> <u>at</u> <u>10</u> <u>cents</u> <u>per</u> <u>lb</u>	10	lb	10	100
5. <u>5</u> <u>lb</u> <u>of</u> <u>lumber</u> <u>at</u> <u>10</u> <u>cents</u> <u>per</u> <u>lb</u>	5	lb	10	50
6. <u>2</u> <u>lb</u> <u>of</u> <u>lumber</u> <u>at</u> <u>10</u> <u>cents</u> <u>per</u> <u>lb</u>	2	lb	10	20
7. <u>1</u> <u>lb</u> <u>of</u> <u>lumber</u> <u>at</u> <u>10</u> <u>cents</u> <u>per</u> <u>lb</u>	1	lb	10	10
8. <u>1</u> <u>lb</u> <u>of</u> <u>lumber</u> <u>at</u> <u>10</u> <u>cents</u> <u>per</u> <u>lb</u>	1	lb	10	10
9. <u>1</u> <u>lb</u> <u>of</u> <u>lumber</u> <u>at</u> <u>10</u> <u>cents</u> <u>per</u> <u>lb</u>	1	lb	10	10
10. <u>1</u> <u>lb</u> <u>of</u> <u>lumber</u> <u>at</u> <u>10</u> <u>cents</u> <u>per</u> <u>lb</u>	1	lb	10	10
11. <u>1</u> <u>lb</u> <u>of</u> <u>lumber</u> <u>at</u> <u>10</u> <u>cents</u> <u>per</u> <u>lb</u>	1	lb	10	10
12. <u>1</u> <u>lb</u> <u>of</u> <u>lumber</u> <u>at</u> <u>10</u> <u>cents</u> <u>per</u> <u>lb</u>	1	lb	10	10
13. <u>1</u> <u>lb</u> <u>of</u> <u>lumber</u> <u>at</u> <u>10</u> <u>cents</u> <u>per</u> <u>lb</u>	1	lb	10	10
14. <u>1</u> <u>lb</u> <u>of</u> <u>lumber</u> <u>at</u> <u>10</u> <u>cents</u> <u>per</u> <u>lb</u>	1	lb	10	10
15. <u>1</u> <u>lb</u> <u>of</u> <u>lumber</u> <u>at</u> <u>10</u> <u>cents</u> <u>per</u> <u>lb</u>	1	lb	10	10
16. <u>1</u> <u>lb</u> <u>of</u> <u>lumber</u> <u>at</u> <u>10</u> <u>cents</u> <u>per</u> <u>lb</u>	1	lb	10	10
17. <u>1</u> <u>lb</u> <u>of</u> <u>lumber</u> <u>at</u> <u>10</u> <u>cents</u> <u>per</u> <u>lb</u>	1	lb	10	10
18. <u>1</u> <u>lb</u> <u>of</u> <u>lumber</u> <u>at</u> <u>10</u> <u>cents</u> <u>per</u> <u>lb</u>	1	lb	10	10
19. <u>1</u> <u>lb</u> <u>of</u> <u>lumber</u> <u>at</u> <u>10</u> <u>cents</u> <u>per</u> <u>lb</u>	1	lb	10	10
20. <u>1</u> <u>lb</u> <u>of</u> <u>lumber</u> <u>at</u> <u>10</u> <u>cents</u> <u>per</u> <u>lb</u>	1	lb	10	10
21. <u>1</u> <u>lb</u> <u>of</u> <u>lumber</u> <u>at</u> <u>10</u> <u>cents</u> <u>per</u> <u>lb</u>	1	lb	10	10
22. <u>1</u> <u>lb</u> <u>of</u> <u>lumber</u> <u>at</u> <u>10</u> <u>cents</u> <u>per</u> <u>lb</u>	1	lb	10	10
23. <u>1</u> <u>lb</u> <u>of</u> <u>lumber</u> <u>at</u> <u>10</u> <u>cents</u> <u>per</u> <u>lb</u>	1	lb	10	10
24. <u>1</u> <u>lb</u> <u>of</u> <u>lumber</u> <u>at</u> <u>10</u> <u>cents</u> <u>per</u> <u>lb</u>	1	lb	10	10
25. <u>1</u> <u>lb</u> <u>of</u> <u>lumber</u> <u>at</u> <u>10</u> <u>cents</u> <u>per</u> <u>lb</u>	1	lb	10	10
26. <u>1</u> <u>lb</u> <u>of</u> <u>lumber</u> <u>at</u> <u>10</u> <u>cents</u> <u>per</u> <u>lb</u>	1	lb	10	10
27. <u>1</u> <u>lb</u> <u>of</u> <u>lumber</u> <u>at</u> <u>10</u> <u>cents</u> <u>per</u> <u>lb</u>	1	lb	10	10
28. <u>1</u> <u>lb</u> <u>of</u> <u>lumber</u> <u>at</u> <u>10</u> <u>cents</u> <u>per</u> <u>lb</u>	1	lb	10	10
29. <u>1</u> <u>lb</u> <u>of</u> <u>lumber</u> <u>at</u> <u>10</u> <u>cents</u> <u>per</u> <u>lb</u>	1	lb	10	10
30. <u>1</u> <u>lb</u> <u>of</u> <u>lumber</u> <u>at</u> <u>10</u> <u>cents</u> <u>per</u> <u>lb</u>	1	lb	10	10
31. <u>1</u> <u>lb</u> <u>of</u> <u>lumber</u> <u>at</u> <u>10</u> <u>cents</u> <u>per</u> <u>lb</u>	1	lb	10	10
32. <u>1</u> <u>lb</u> <u>of</u> <u>lumber</u> <u>at</u> <u>10</u> <u>cents</u> <u>per</u> <u>lb</u>	1	lb	10	10
33. <u>1</u> <u>lb</u> <u>of</u> <u>lumber</u> <u>at</u> <u>10</u> <u>cents</u> <u>per</u> <u>lb</u>	1	lb	10	10
34. <u>1</u> <u>lb</u> <u>of</u> <u>lumber</u> <u>at</u> <u>10</u> <u>cents</u> <u>per</u> <u>lb</u>	1	lb	10	10
35. <u>1</u> <u>lb</u> <u>of</u> <u>lumber</u> <u>at</u> <u>10</u> <u>cents</u> <u>per</u> <u>lb</u>	1	lb	10	10
36. <u>1</u> <u>lb</u> <u>of</u> <u>lumber</u> <u>at</u> <u>10</u> <u>cents</u> <u>per</u> <u>lb</u>	1	lb	10	10
37. <u>1</u> <u>lb</u> <u>of</u> <u>lumber</u> <u>at</u> <u>10</u> <u>cents</u> <u>per</u> <u>lb</u>	1	lb	10	10
38. <u>1</u> <u>lb</u> <u>of</u> <u>lumber</u> <u>at</u> <u>10</u> <u>cents</u> <u>per</u> <u>lb</u>	1	lb	10	10
39. <u>1</u> <u>lb</u> <u>of</u> <u>lumber</u> <u>at</u> <u>10</u> <u>cents</u> <u>per</u> <u>lb</u>	1			

TOTAL ODC'S

TOTAL	\$41,381.46
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SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY

Group Delta Consultants, Inc.

SCOPE OF WORK

Geotechnical Report

PHASE:

Phase I

PROJECT

Skyview Road Pedestrian Bridge over French Valley Channel

DATE:

October 6, 2021

DIRECT LABOR

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Ernest "Curt" Scheyhing	Principal Engineer		\$69.72	
	Associate Engineer		\$66.11	
	Senior Engineer		\$54.33	
	Project Engineer		\$42.55	
	Staff Engineer		\$34.30	
	Lab Technician		\$32.50	
	CAD / Drafting		\$36.84	

TOTAL HOURS

AL DIRECT LABOR

MULTIPLIERS

ESCALATION @		(of Direct Labor)
OVERHEAD @	159.20%	(of Direct Labor + Escalation)
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)
PROFIT (FIXED FEE)	10.0%	

TOTAL MULTIPLIERS

OTHER DIRECT COSTS

•• Billed at Actual Cost ••

[illegible]

TOTAL ODC'S

TOTAL

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SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY: Group Delta Consultants, Inc.	SCOPE OF WORK: Geotechnical Report	PHASE: Phase II
PROJECT: Skyview Road Pedestrian Bridge over French Valley Channel		DATE: October 6, 2021

DIRECT LABOR

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
Ernest "Curt" Scheyhing	Principal Engineer	36	@	\$69.72	\$2,509.92
	Associate Engineer	20	@	\$66.11	\$1,322.20
	Senior Engineer			\$54.33	
	Project Engineer	36	@	\$42.55	\$1,531.80
	Staff Engineer	135	@	\$34.30	\$4,630.50
	Lab Technician			\$32.50	
	CAD / Drafting	48	@	\$36.84	\$1,768.32
TOTAL HOURS		275	TOTAL DIRECT LABOR		\$11,762.74

MULTIPLIERS

ESCALATION @		(of Direct Labor)	
OVERHEAD @	159.20%	(of Direct Labor + Escalation)	\$18,726.28
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$3,048.90
		TOTAL MULTIPLIERS	\$21,775.18

OTHER DIRECT COSTS

... Billed at Actual Cost ...

[illegible]

TOTAL ODC'S

TOTAL	\$33,537.92
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SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY	SCOPE OF WORK:	PHASE:
Group Delta Consultants, Inc.	Geotechnical Report	Phase III
PROJECT	DATE:	
Skyview Road Pedestrian Bridge over French Valley Channel	October 6, 2021	

DIRECT LABOR

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Ernest "Curt" Scheyhing	Principal Engineer		\$69.72	
	Associate Engineer		\$66.11	
	Senior Engineer		\$54.33	
	Project Engineer		\$42.55	
	Staff Engineer		\$34.30	
	Lab Technician		\$32.50	
	CAD / Drafting		\$36.84	
TOTAL HOURS			TOTAL DIRECT LABOR	

MULTIPLIERS

ESCALATION @		(of Direct Labor)
OVERHEAD @	159.20%	(of Direct Labor + Escalation)
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)
PROFIT (FIXED FEE)	10.0%	
		TOTAL MULTIPLIERS

OTHER DIRECT COSTS

... Billed at Actual Cost ...

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
TOTAL ODC'S				

TOTAL

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SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY:	SCOPE OF WORK:	PHASE:
Group Delta Consultants, Inc.	Geotechnical Report	Phase IV
PROJECT:	DATE:	
Skyview Road Pedestrian Bridge over French Valley Channel	October 6, 2021	

DIRECT LABOR

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
Ernest "Curt" Scheyhing	Principal Engineer	24	@	\$69.72	\$1,673.28
	Associate Engineer	8	@	\$66.11	\$528.88
	Senior Engineer			\$54.33	
	Project Engineer			\$42.55	
	Staff Engineer	16	@	\$34.30	\$548.80
	Lab Technician			\$32.50	
	CAD / Drafting			\$36.84	
TOTAL HOURS		48	TOTAL DIRECT LABOR		\$2,750.96

MULTIPLIERS

ESCALATION @		(of Direct Labor)	
OVERHEAD @	159 20%	(of Direct Labor + Escalation)	\$4 379 53
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10 0%		\$713 05
TOTAL MULTIPLIERS			\$5,092.58

OTHER DIRECT COSTS

... Billed at Actual Cost ...

[illegible]

TOTAL ODC'S

TOTAL	\$7,843.54
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SUBCONSULTANT MANHOUR WORKSHEET SUMMARY			
COMPANY:		SCOPE OF WORK:	PHASE:
Group Delta Consultants, Inc.		Geotechnical Report	All Phases
PROJECT:		DATE:	
Skyview Road Pedestrian Bridge over French Valley Channel		October 6, 2021	

TASK	PRINCIPAL ENGINEER	ASSOCIATE ENGINEER	SENIOR ENGINEER	PROJECT ENGINEER	STAFF ENGINEER	LAB TECHNICIAN	CAD / DRAFTING	HOURS
	\$198.79	\$188.49	\$154.91	\$121.32	\$97.80	\$92.66	\$105.04	

PHASE TOTALS	60	28	36	151	48	323
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PHASE I							
PHASE II	36	20	36	135	48	275	
PHASE III							
PHASE IV	24	8		16		48	

SUBCONSULTANT MANHOOUR WORKSHEET			
COMPANY:	SCOPE OF WORK:	PHASE:	
Group Delta Consultants, Inc.	Geotechnical Report	Phase I	
PROJECT:		DATE:	
Skyview Road Pedestrian Bridge over French Valley Channel		October 6, 2021	
TASK	PRINCIPAL ENGINEER	ASSOCIATE ENGINEER	SENIOR ENGINEER
	PROJECT ENGINEER	STAFF ENGINEER	LAB TECHNICIAN
		CAD / DRAFTING	
			HOURS
			COST

SCOPE OF WORK:

Geotechnical Report

PROJECT:

Skyview Road Pedestrian Bridge over French Valley Channel

October 6, 2021

TASK	PRINCIPAL ENGINEER	ASSOCIATE ENGINEER	SENIOR ENGINEER	PROJECT ENGINEER	STAFF ENGINEER	LAB TECHNICIAN	CAD / DRAFTING	HOURS	COST
	\$198.79	\$188.49	\$154.91	\$121.32	\$97.80	\$92.66	\$105.04		

	\$198.79	\$188.49	\$154.91	\$121.32	\$97.80	\$92.66	\$105.04
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SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY	SCOPE OF WORK	PHASE
Tatsumi and Partners, Inc.	Landscape & Bridge Aesthetics	All Phases
PROJECT	DATE	
Skyview Road Pedestrian Bridge over French Valley Channel	October 6, 2021	

DIRECT LABOR

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
Daivd Tatsumi	Senior Landscape Architect	4	@	\$92.31	\$369.24
Michael Aceves	Senior Associate	78	@	\$51.00	\$3,978.00
	Senior Technical Staff	36	@	\$42.50	\$1,530.00
	Technical Staff II	48	@	\$37.50	\$1,800.00
	Technical Staff II	40	@	\$36.00	\$1,440.00
	Technical Staff I	62	@	\$28.50	\$1,767.00
	Technical Staff I	62	@	\$28.50	\$1,767.00
TOTAL HOURS		330	TOTAL DIRECT LABOR		\$12,651.24

MULTIPLIERS

ESCALATION @		(Rates Vary by Phase)	
OVERHEAD @	164.81%	(of Direct Labor + Escalation)	\$20,850.51
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$3,350.17
TOTAL MULTIPLIERS			\$24,200.68

OTHER DIRECT COSTS

... Billed at Actual Cost ...

[illegible]

TOTAL ODC'S

TOTAL	\$36,851.92
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SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY:	SCOPE OF WORK:	PHASE:
Tatsumi and Partners, Inc.	Landscape & Bridge Aesthetics	Phase I
PROJECT:	DATE:	
Skyview Road Pedestrian Bridge over French Valley Channel	October 6, 2021	

DIRECT LABOR

[illegible]

MULTIPLIERS

ESCALATION @		(of Direct Labor)
OVERHEAD @	164.81%	(of Direct Labor + Escalation)
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)
PROFIT (FIXED FEE)	10.0%	
		TOTAL MULTIPLIERS

OTHER DIRECT COSTS

... Billed at Actual Cost ...

[illegible]

TOTAL

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SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY: Tatsumi and Partners, Inc.	SCOPE OF WORK: Landscape & Bridge Aesthetics	PHASE: Phase II
PROJECT: Skyview Road Pedestrian Bridge over French Valley Channel		DATE: October 6, 2021

DIRECT LABOR

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Daivd Tatsumi	Senior Landscape Architect	4	@ \$92.31	\$369.24
Michael Aceves	Senior Associate	72	@ \$51.00	\$3,672.00
	Senior Technical Staff	32	@ \$42.50	\$1,360.00
	Technical Staff II	48	@ \$37.50	\$1,800.00
	Technical Staff II	36	@ \$36.00	\$1,296.00
	Technical Staff I	62	@ \$28.50	\$1,767.00
	Technical Staff I	62	@ \$28.50	\$1,767.00
TOTAL HOURS		316	AL DIRECT LABOR	\$12,031.24

MULTIPLIERS

ESCALATION @		(of Direct Labor)	
OVERHEAD @	164.81%	(of Direct Labor + Escalation)	\$19,828.69
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$3,185.99
		TOTAL MULTIPLIERS	\$23,014.68

OTHER DIRECT COSTS

•• Billed at Actual Cost ••

[illegible]

TOTAL ODC'S

TOTAL	\$35,045.92
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SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY:	SCOPE OF WORK:	PHASE:
Tatsumi and Partners, Inc.	Landscape & Bridge Aesthetics	Phase III
PROJECT:	DATE:	
Skyview Road Pedestrian Bridge over French Valley Channel	October 6, 2021	

DIRECT LABOR

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Daivd Tatsumi	Senior Landscape Architect		\$92.31	
Michael Aceves	Senior Associate		\$51.00	
	Senior Technical Staff		\$42.50	
	Technical Staff II		\$37.50	
	Technical Staff II		\$36.00	
	Technical Staff I		\$28.50	
	Technical Staff I		\$28.50	

TOTAL HOURS

AL DIRECT LABOR

MULTIPLIERS

ESCALATION @		(of Direct Labor)
OVERHEAD @	164.81%	(of Direct Labor + Escalation)
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)
PROFIT (FIXED FEE)	10.0%	

TOTAL MULTIPLIERS

OTHER DIRECT COSTS

... Billed at Actual Cost ...

[illegible]

TOTAL ODC'S

TOTAL

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SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY Tatsumi and Partners, Inc.	SCOPE OF WORK: Landscape & Bridge Aesthetics	PHASE Phase IV
PROJECT: Skyview Road Pedestrian Bridge over French Valley Channel		DATE: October 6, 2021

DIRECT LABOR

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Daivd Tatsumi	Senior Landscape Architect		\$92.31	
Michael Aceves	Senior Associate	6	@ \$51.00	\$306.00
	Senior Technical Staff	4	@ \$42.50	\$170.00
	Technical Staff II		\$37.50	
	Technical Staff II	4	@ \$36.00	\$144.00
	Technical Staff I		\$28.50	
	Technical Staff I		\$28.50	
TOTAL HOURS		14	AL DIRECT LABOR	\$620.00

MULTIPLIERS

ESCALATION @		(of Direct Labor)	
OVERHEAD @	164.81%	(of Direct Labor + Escalation)	\$1,021.82
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$164.18
		TOTAL MULTIPLIERS	\$1,186.00

OTHER DIRECT COSTS

... Billed at Actual Cost ...

[illegible]

TOTAL ODC'S

TOTAL	\$1,806.00
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SUBCONSULTANT MANHOUR WORKSHEET SUMMARY			
COMPANY:		SCOPE OF WORK:	
Tatsumi and Partners, Inc.		Landscape & Bridge Aesthetics	All Phases
PROJECT:			
Skyview Road Pedestrian Bridge over French Valley Channel		October 6, 2021	

TASK	SENIOR LANDSCAPE ARCHITECT	SENIOR ASSOCIATE	SENIOR TECHNICAL STAFF	TECHNICAL STAFF II	TECHNICAL STAFF I	TECHNICAL STAFF I	HOURS
	\$268.89	\$148.56	\$123.80	\$109.23	\$104.86	\$83.02	\$83.02
PHASE TOTALS	4	78	36	48	40	62	330

PHASE I							
PHASE II	4	72	32	48	36	62	316
PHASE III							
PHASE IV		6	4		4		14

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SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY:

KOA Corporation

SCOPE OF WORK.

Bridge Lighting

PHASE

All Phases

PROJECT

Skyview Road Pedestrian Bridge over French Valley Channel

DATE:

October 6, 2021

DIRECT LABOR

[illegible]

MULTIPLIERS

ESCALATION @		(Rates Vary by Phase)	
OVERHEAD @	137.86%	(of Direct Labor + Escalation)	\$11,418.78
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$1,970.17
		TOTAL MULTIPLIERS	\$13,388.94

OTHER DIRECT COSTS

... Billed at Actual Cost ...

[illegible]

TOTAL ODC'S

TOTAL

\$21,671.82

SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY: KOA Corporation	SCOPE OF WORK: Bridge Lighting	PHASE: Phase I
PROJECT: Skyview Road Pedestrian Bridge over French Valley Channel		DATE: October 6, 2021

DIRECT LABOR

[illegible]

MULTIPLIERS

ESCALATION @		(of Direct Labor)
OVERHEAD @	137.86%	(of Direct Labor + Escalation)
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)
PROFIT (FIXED FEE)	10.0%	
		TOTAL MULTIPLIERS

OTHER DIRECT COSTS

... Billed at Actual Cost ...

[illegible]

TOTAL ODC'S

TOTAL

C-57

SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY: KOA Corporation	SCOPE OF WORK: Bridge Lighting	PHASE: Phase II
PROJECT: Skyview Road Pedestrian Bridge over French Valley Channel		DATE: October 6, 2021

DIRECT LABOR

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
Chuck Stephan	PIC QA/QC	4	@	\$106.00	\$424.00
Ming Guan	Senior Engineer II	20	@	\$74.28	\$1,485.60
	Associate Engineer I	27	@	\$54.08	\$1,460.16
	Associate Engineer II	106	@	\$41.20	\$4,367.20
		TOTAL HOURS	157	TOTAL DIRECT LABOR	\$7,736.96

MULTIPLIERS

ESCALATION @		(of Direct Labor)	
OVERHEAD @	137.86%	(of Direct Labor + Escalation)	\$10,666.17
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$1,840.31
		TOTAL MULTIPLIERS	\$12,506.49

OTHER DIRECT COSTS

... Billed at Actual Cost ...

[illegible]

TOTAL ODC'S

TOTAL	\$20,243.45
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SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY:

KOA Corporation

SCOPE OF WORK:

Bridge Lighting

PHASE

Phase III

PROJECT.

Skyview Road Pedestrian Bridge over French Valley Channel

DATE:

October 6, 2021

DIRECT LABOR

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Chuck Stephan	PIC QA/QC		\$106.00	
Ming Guan	Senior Engineer II		\$74.28	
	Associate Engineer I		\$54.08	
	Associate Engineer II		\$41.20	

TOTAL HOURS

AL DIRECT LABOR

MULTIPLIERS

ESCALATION @		(of Direct Labor)
OVERHEAD @	137.86%	(of Direct Labor + Escalation)
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)
PROFIT (FIXED FEE)	10.0%	

TOTAL MULTIPLIERS

OTHER DIRECT COSTS

... Billed at Actual Cost ...

[illegible]

TOTAL ODC'S

TOTAL

C-59

SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY: KOA Corporation	SCOPE OF WORK: Bridge Lighting	PHASE: Phase IV
PROJECT: Skyview Road Pedestrian Bridge over French Valley Channel		DATE: October 6, 2021

DIRECT LABOR

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Chuck Stephan	PIC QA/QC		\$106.00	
Ming Guan	Senior Engineer II		\$74.28	
	Associate Engineer I	4	@ \$54.08	\$216.32
	Associate Engineer II	8	@ \$41.20	\$329.60
TOTAL HOURS		12	TOTAL DIRECT LABOR	
				\$545.92

MULTIPLIERS

ESCALATION @		(of Direct Labor)	
OVERHEAD @	137.86%	(of Direct Labor + Escalation)	\$752.61
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$129.85
TOTAL MULTIPLIERS			\$882.46

OTHER DIRECT COSTS

... Billed at Actual Cost ...

[illegible]

TOTAL ODC'S

TOTAL	\$1,428.38
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C-60

SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY Overland, Pacific & Cutler, LLC (OPC)	SCOPE OF WORK Right-of-Way Services	PHASE All Phases
PROJECT Skyview Road Pedestrian Bridge over French Valley Channel	DATE October 6, 2021	

DIRECT LABOR

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
Daymara Cesar	R/W Senior Project Manager	14	@	\$67.31	\$942.34
	R/W Program Manager	1	@	\$96.15	\$96.15
	R/W Project Manager	30	@	\$48.08	\$1,442.40
	R/W Senior Agent	40	@	\$38.46	\$1,538.40
	R/W Agent	30	@	\$31.25	\$937.50
	Project Support	27	@	\$24.04	\$649.08
		TOTAL HOURS	142	TOTAL DIRECT LABOR	\$5,605.87

MULTIPLIERS

ESCALATION @	(Rates Vary by Phase)	
OVERHEAD @	133.90% (of Direct Labor + Escalation)	\$7,506.26
PAYROLL ADDITIVES @	(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%	\$1,311.21
TOTAL MULTIPLIERS		\$8,817.47

OTHER DIRECT COSTS

... Billed at Actual Cost ...

ITEM	QUANTITY	UNIT		UNIT COST	AMOUNT
Santolucito Dore (Appraisal Services)	1	LS	@	\$9,600.00	\$9,600.00
Commonwealth Title (Preliminary Title Reports)	1	LS	@	\$2,000.00	\$2,000.00
		TOTAL ODC'S			\$11,600.00

TOTAL \$26,023.34
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SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY Overland, Pacific & Cutler, LLC (OPC)	SCOPE OF WORK: Right-of-Way Services	PHASE Phase I
PROJECT Skyview Road Pedestrian Bridge over French Valley Channel		DATE October 6, 2021

DIRECT LABOR

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Daymara Cesar	R/W Senior Project Manager		\$67.31	
	R/W Program Manager		\$96.15	
	R/W Project Manager		\$48.08	
	R/W Senior Agent		\$38.46	
	R/W Agent		\$31.25	
	Project Support		\$24.04	
		TOTAL HOURS	TOTAL DIRECT LABOR	

MULTIPLIERS

ESCALATION @	(of Direct Labor)
OVERHEAD @	133.90% (of Direct Labor + Escalation)
PAYROLL ADDITIVES @	(of Direct Labor + Escalation)
PROFIT (FIXED FEE)	10.0%
TOTAL MULTIPLIERS	

OTHER DIRECT COSTS

... Billed at Actual Cost ...

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Santolucito Dore (Appraisal Services)		LS	\$9,600.00	
Commonwealth Title (Preliminary Title Reports)		LS	\$2,000.00	
				TOTAL ODC'S

TOTAL

C-67

SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY: Overland, Pacific & Cutler, LLC (OPC)	SCOPE OF WORK: Right-of-Way Services	PHASE: Phase II
PROJECT: Skyview Road Pedestrian Bridge over French Valley Channel		DATE: October 6, 2021

DIRECT LABOR

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
Daymara Cesar	R/W Senior Project Manager	14	@	\$67.31	\$942.34
	R/W Program Manager	1	@	\$96.15	\$96.15
	R/W Project Manager	30	@	\$48.08	\$1,442.40
	R/W Senior Agent	40	@	\$38.46	\$1,538.40
	R/W Agent	30	@	\$31.25	\$937.50
	Project Support	27	@	\$24.04	\$649.08
		TOTAL HOURS	142	AL DIRECT LABOR	\$5,605.87

MULTIPLIERS

ESCALATION @	(of Direct Labor)	
OVERHEAD @	133.90% (of Direct Labor + Escalation)	\$7,506.26
PAYROLL ADDITIVES @	(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%	\$1,311.21
TOTAL MULTIPLIERS		\$8,817.47

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT		UNIT COST	AMOUNT
Santolucito Dore (Appraisal Services)	1	LS	@	\$9,600.00	\$9,600.00
Commonwealth Title (Preliminary Title Reports)	1	LS	@	\$2,000.00	\$2,000.00
		TOTAL ODC'S			\$11,600.00

TOTAL \$26,023.34

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SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY: Overland, Pacific & Cutler, LLC (OPC)	SCOPE OF WORK: Right-of-Way Services	PHASE: Phase III
PROJECT: Skyview Road Pedestrian Bridge over French Valley Channel	DATE: October 6, 2021	

DIRECT LABOR

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Daymara Cesar	R/W Senior Project Manager		\$67.31	
	R/W Program Manager		\$96.15	
	R/W Project Manager		\$48.08	
	R/W Senior Agent		\$38.46	
	R/W Agent		\$31.25	
	Project Support		\$24.04	
		TOTAL HOURS	TOTAL DIRECT LABOR	

MULTIPLIERS

ESCALATION @	(of Direct Labor)
OVERHEAD @	133.90% (of Direct Labor + Escalation)
PAYROLL ADDITIVES @	(of Direct Labor + Escalation)
PROFIT (FIXED FEE)	10.0%
TOTAL MULTIPLIERS	

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Santolucito Dore (Appraisal Services)		LS	\$9,600.00	
Commonwealth Title (Preliminary Title Reports)		LS	\$2,000.00	
TOTAL ODC'S				

TOTAL

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SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY: Overland, Pacific & Cutler, LLC (OPC)	SCOPE OF WORK: Right-of-Way Services	PHASE: Phase IV
PROJECT: Skyview Road Pedestrian Bridge over French Valley Channel	DATE: October 6, 2021	

DIRECT LABOR

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Daymara Cesar	R/W Senior Project Manager		\$67.31	
	R/W Program Manager		\$96.15	
	R/W Project Manager		\$48.08	
	R/W Senior Agent		\$38.46	
	R/W Agent		\$31.25	
	Project Support		\$24.04	
		TOTAL HOURS	TOTAL DIRECT LABOR	

MULTIPLIERS

ESCALATION @	(of Direct Labor)
OVERHEAD @	133.90% (of Direct Labor + Escalation)
PAYROLL ADDITIVES @	(of Direct Labor + Escalation)
PROFIT (FIXED FEE)	10.0%
TOTAL MULTIPLIERS	

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Santolucito Dore (Appraisal Services)		LS	\$9,600.00	
Commonwealth Title (Preliminary Title Reports)		LS	\$2,000.00	
TOTAL ODC'S				

TOTAL

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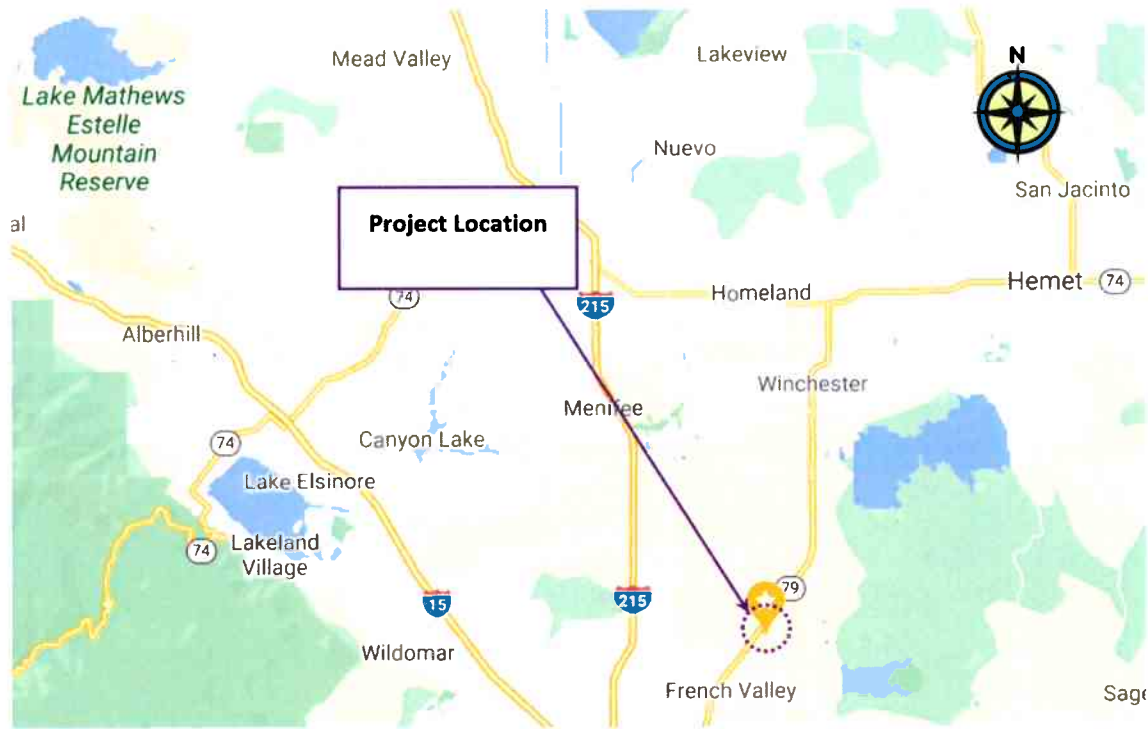
COMPANY:	Overland, Pacific & Cutler, LLC (OPC)	SCOPE OF WORK:	Right-of-Way Services	PHASE:	Phase I
PROJECT:	Skyview Road Pedestrian Bridge over French Valley Channel			DATE:	October 6, 2021

\$173.18	\$247.38	\$123.71	\$98.95	\$80.40	\$61.85
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Skyview Road Pedestrian Bridge over French Valley Channel Project



(Regional Map)



(Vicinity Map)