

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



ITEM: 3.82
(ID # 19712)

MEETING DATE:
Tuesday, August 30, 2022

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approve the Consulting Services Agreement between the County of Riverside and CNS Engineers, Inc. for the Thermal and Oasis Communities Trail and Sidewalk Project. District 4. [\$1,827,876 Total Cost - Local 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 Thermal and Oasis Communities Trail and Sidewalk Project, in the amount not to exceed \$1,827,876 through June 30, 2026 and authorize the Chair of the Board to execute the same on behalf of the County; and
2. Authorize the Director of Transportation, or his/her designee, to sign amendments approved as to form by County Counsel that make modifications to the scope of services (including authorizing additional services as may be necessary) that stay within the intent of the agreement and make modifications to the contract expiration date and to the compensation provisions that do not exceed ten percent (10%) of the original contract amount.

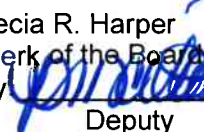
ACTION:Policy


Mark Lancaster, Director of Transportation 8/16/2022

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: August 30, 2022
xc: Transp.

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 Year:	Total Cost:	Ongoing Cost
COST	\$ 1,027,876	\$ 800,000	\$ 1,827,876	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Gas Tax (HUTA) (100%). No General Funds will be used on this project.			Budget Adjustment:	No
			For Fiscal Year:	22/23 - 25/26

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

In 2018, the County’s Transportation Department (Department) submitted a grant application for Cycle 4 of the California Transportation Commission’s (CTC) Active Transportation Program (ATP). The ATP is a competitive statewide program created to encourage increased use of active modes of transportation, such as biking and walking. The grant application was based on the Department’s recently completed Neighborhood Mobility Plan for the Communities of Thermal and Oasis. On January 30, 2019 the CTC adopted the Cycle 4 ATP projects that included the Thermal and Oasis Communities Trail and Sidewalk Project (Project). The Project received \$850,000 of State ATP funding for environmental studies and design, and \$5,994,000 of Federal ATP funding for construction.

The Project improvements will include pavement construction for a multi-function trail (10 feet wide and approximately 12 miles long) with a minimum 5-foot buffer from the adjacent roadway. The Project is situated primarily within existing road right-of-way along 66th Avenue, Pierce Street, 74th Avenue, and Harrison Street. A portion of the trail may utilize the existing irrigation channel maintenance road along 66th Avenue and between 66th Avenue and Pierce Street. The Project improvements also include construction of concrete curb, gutter, and sidewalk (6 feet wide and approximately 1.5 miles long) on 66th Avenue between Harrison Street and Tyler Street and on Middleton Street between Harrison Street and near 66th Avenue.

Initially, the Department utilized an On-Call consultant to provide preliminary engineering services for the Project. However, after further evaluating the cost for final design, it was determined the On-Call consultant could not continue to work on future phases of the Project since the costs exceeded the On-Call contract capacity.

In March of 2022, the Department issued a mini-Request for Proposal (mini-RFP) for engineering and other professional consulting services for the Project to the sixteen (16) Pre-Qualified Consultants established by the March 2020 Request for Qualifications for Engineering and Environmental Services for Bridges, Structures, Interchanges, and Roadway Projects. All interested firms had an opportunity to present their qualifications and answer questions from a County inter-department interview panel. The interview panel assigned scores to the firms in

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

accordance with the criteria set forth in the mini-RFP and determined CNS Engineers, Inc. was the highest ranked firm to provide the necessary consulting services for this Project.

CNS Engineers, Inc. will provide engineering services to complete the following phases of the project: Phase I – Preliminary Engineering and Environmental Document Support; Phase II – Plans, Specifications, and Estimates; Phase III – Construction Bidding and Award Support; and Phase IV – Design Services During Construction. The Department negotiated the scope of work and fee with CNS Engineers, Inc. for the total contract amount as shown in the attached Consulting Services Agreement.

County Counsel has reviewed the agreement and approved it as to form.

Thermal and Oasis Communities Trail and Sidewalk Project Number: D0-0013,

Impact on Residents and Businesses

The proposed improvements will improve pedestrian safety and provide an Americans with Disabilities Act (ADA) compliant path for bicycles and pedestrians in the disadvantaged desert communities of Thermal and Oasis. The new trail and sidewalks will serve as a path to and from nearby commercial corridors, clinics, and schools (Oasis Elementary School, Las Palmitas Elementary School, Toro Canyon Middle School, and Desert Mirage High School), and to meet the community's desire and need for a more complete transportation network and more mobility options.

The construction work is scheduled to begin in summer 2024, pending funding, and will take approximately six months to complete.

SUPPLEMENTAL:

Additional Fiscal Information

The consultant's proposed fee for Phase I, Phase II, Phase III, and Phase IV is \$1,827,876 (\$294,461 is for optional tasks for bridge improvement plans, reports, and associated studies, utility subsurface investigation (potholing), retaining wall design, and public outreach, ground-breaking, and ribbon cutting events). Phases II, III, and IV will be initiated in the future by written authorization of the Project Manager. This agreement also includes a 10% contingency of \$182,787, which is to be used only with prior written approval from the County's contract administrator. Funding for Phases 1 through IV will be Gas Tax/HUTA. There are no General Funds used in this project.

Contract History and Price Reasonableness

The Department negotiated the scope of work and fees with CNS Engineers, Inc. to arrive at the resulting contract fee. The negotiated fee is comparable to projects of similar scope.

ATTACHMENTS:

Vicinity Map

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

Consultant Services Agreement



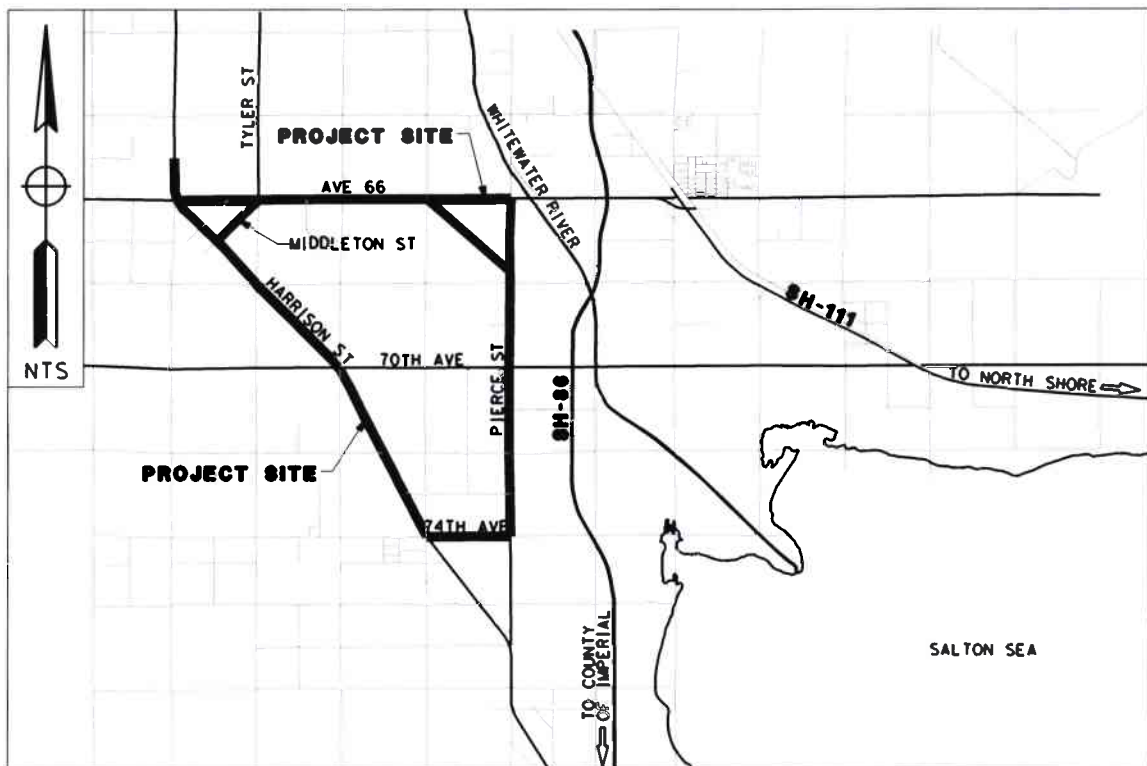
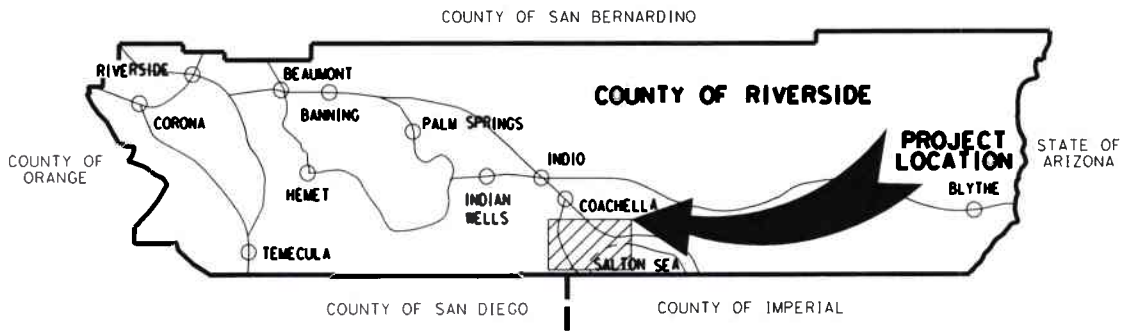
Jason Farin, Principal Management Analyst 8/23/2022

COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT

**THERMAL AND OASIS COMMUNITIES
TRAIL AND SIDEWALK PROJECT**

COMMUNITIES OF THERMAL AND OASIS

PROJECT No. DO-0013



VICINITY MAP

TOWNSHIP 7S RANGE 8E SECTION 7-17, 20-28, 34-36
TOWNSHIP 8S RANGE 8E SECTION 1-3
COUNTY ROAD BOOK PAGE NO. 229, 230, 233, 234, 240, 241

Contract No.:

22-08-001

Termination Date:

June 30, 2026

Amount Authorized:

[\$1,827,875.86]

CONSULTING SERVICES AGREEMENT

for

Thermal and Oasis Communities Trail and Sidewalk Project
(ATPSB1L-5956(273) PPNO 1253)

between

County of Riverside • Transportation Department

and

CNS Engineers, Inc.



AUG 30 2022

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ARTICLE I INTRODUCTION

A. This Consulting 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:

Khalid Nasim

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, unless otherwise expressly so provided.

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

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

6 *Division of the State Architecture*

7 *Coachella Valley Water District*

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

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

- 16 • Meeting Agendas
- 17 • Meeting Sign-in Sheets
- 18 • Meeting Minutes (prior meeting)
- 19 • Action Items Tracking List
- 20 • Deliverables Tracking List
- 21 • Schedule Summary

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

24 **ARTICLE III STATEMENT OF WORK**

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

28 **ARTICLE IV PERFORMANCE PERIOD**

29 A. This contract shall go into effect upon approval by COUNTY, and CONSULTANT shall commence work after

1 notification to proceed by COUNTY'S Contract Administrator. The contract shall end on [June 30, 2026](#), unless
2 extended by contract amendment.

3 B. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the
4 contract is fully executed and approved by COUNTY.

5 C. Services provided under this contract may be performed in separate Milestones or Phases. The sequencing
6 and scheduling of these Milestones or Phases is set forth in Attachment B, Schedule of Services, which is
7 attached hereto and incorporated herein by reference.

8 **ARTICLE V ALLOWABLE COSTS AND PAYMENTS**

9 A. The method of payment for this contract will be based on actual cost plus a fixed fee. COUNTY will reimburse
10 CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs,
11 overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will
12 not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment
13 rental, overhead, and other estimated costs set forth in Attachment C, Compensation Plan, which is attached
14 hereto and incorporated herein by reference, unless additional reimbursement is provided for by contract
15 amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds
16 COUNTY's approved overhead rate set forth in the Compensation Plan. In the event, that COUNTY determines
17 that a change to the work from that specified in the Contract is required, the contract time or actual costs
18 reimbursable by COUNTY shall be adjusted by contract amendment to accommodate the changed work. The
19 maximum total cost as specified in Article V.H shall not be exceeded, unless authorized by contract amendment.

20 B. In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of [Ninety-Seven](#)
21 [Thousand Five Hundred Twenty Dollars and Forty-Eight Cents \(\\$97,520.48\)](#). The fixed fee is nonadjustable
22 for the term of the contract, except in the event of a significant change in the scope of work and such adjustment
23 is made by contract amendment.

24 C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the
25 Compensation Plan.

26 D. When milestone or phase cost estimates are included in the Compensation Plan, CONSULTANT shall obtain
27 prior written approval for a revised milestone or phase cost estimate from the COUNTY's Contract Administrator
28 before exceeding such cost estimate.

29 E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs.

1 A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If
2 CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement
3 of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the
4 provisions of Article VI Termination.

5 F. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.

6 G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's
7 Contract Administrator of itemized invoices. Invoices shall be submitted no later than 45 calendar days after
8 the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each
9 Milestone or Phase and each project as applicable. Invoices shall follow the format stipulated for the
10 Compensation Plan using the Project-specific & Multi-phase Contract Invoice templates provided in the
11 COUNTY Consulting Services Manual and shall reference this contract number and project title. Final invoice
12 must contain the final cost and all credits due COUNTY including any equipment purchased under the
13 provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60
14 calendar days after completion of CONSULTANT's work. Invoices shall be mailed to COUNTY's Contract
15 Administrator at the address provided in Article I.B.

16 H. The total amount payable by COUNTY including the fixed fee shall not exceed *One Million Eight Hundred*
17 *Twenty-Seven Thousand Eight Hundred Seventy-Five Dollars and Eighty-Six Cents (\$1,827,875.86)*.

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

20 J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases,
21 which are the direct result of changes in the prevailing wage rates are reimbursable.

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

23 Federal funds: are not included

24 State funds: are not included

25 **ARTICLE VI TERMINATION**

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

28 B. COUNTY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants
29 herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY

1 may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this contract
2 with CONSULTANT, COUNTY shall pay CONSULTANT the sum due to CONSULTANT under this contract
3 prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the contract. In
4 which case the overage shall be deducted from any sum due CONSULTANT under this contract and the
5 balance, if any, shall be paid to CONSULTANT upon demand.

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

- 7 A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition
8 Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual
9 items.
- 10 B. CONSULTANT also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform
11 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 12 C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be
13 unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part
14 31.000 et seq., are subject to repayment by CONSULTANT to COUNTY.

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

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

27 **ARTICLE IX AUDIT REVIEW PROCEDURES**

- 28 A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not
29 disposed of by agreement, shall be reviewed by COUNTY'S Chief Financial Officer.

1 B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by
2 COUNTY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in
3 writing.

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

6 D. Audit Terms and Conditions if the amount shown in Article V.H is greater than \$150,000 and less than
7 \$3,500,000.

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

21 E. Audit Terms and Conditions if the amount shown in Article V.H is \$3,500,000 or greater and if Article V.K
22 identifies that Federal or State funds are used, in whole or in part, to fund the services performed under this
23 contract then compliance with the auditing provisions as described below is required. If the services are not
24 identified as funded in whole or in part with Federal or State funds then compliance with the auditing provisions
25 of Article IX.D shall apply.

26 CONSULTANT Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and
27 Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR
28 documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the COUNTY
29 Contract Administrator to conform to the Work Paper Review recommendations included in the management

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

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

- 14 a. If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed
15 rate.
- 16 b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed
17 rate.
- 18 c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.

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

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

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

1 this contract has been completed to the satisfaction of LOCAL AGENCY; and, (3) Caltrans has issued its
2 final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO COUNTY no later than
3 60 days after occurrence of the last of these items.

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

6 **ARTICLE X SUBCONTRACTING**

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

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

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

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

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

23 **ARTICLE XI EQUIPMENT PURCHASE**

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

28 B. For purchase of any item, service or consulting work not covered in CONSULTANT's Compensation Plan and
29 exceeding \$5,000 prior authorization by COUNTY's Contract Administrator; three competitive quotations must

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

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

15 **ARTICLE XII STATE PREVAILING WAGE RATES**

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

18 A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in
19 accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances
20 applicable to the work.

21 B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction
22 or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of
23 the provisions of this Article, unless the awarding agency has an approved labor compliance program by the
24 Director of Industrial Relations.

25 C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence
26 costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined
27 in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

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

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

3 **ARTICLE XIII CONFLICT OF INTEREST**

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

8 B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest
9 that would conflict with the performance of services under this contract.

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

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

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

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

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

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

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

1 with the awarding of any state or federal contract; the making of any state or federal grant; the making of
2 any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation,
3 renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

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

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

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

16 **ARTICLE XVI STATEMENT OF COMPLIANCE**

17 A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury
18 under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the
19 nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of
20 Regulations, Section 11102.

21 B. During the performance of this Contract, CONSULTANT and its subconsultants shall not unlawfully
22 discriminate, harass, or allow harassment against any employee or applicant for employment because of sex,
23 race, color, ancestry, religious, national origin, ethnic group identification, age, physical disability (including HIV
24 and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), genetic information, marital status,
25 or sexual orientation. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their
26 employees and applicants for employment are free from such discrimination and harassment. CONSULTANT
27 and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code
28 §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations,
29 Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission

1 implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the
2 California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if
3 set forth in full. CONSULTANT and its subconsultants shall give written notice of their obligations under this
4 clause to labor organizations with which they have a collective bargaining or other Agreement.

5 C. The CONSULTANT shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted
6 programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of
7 Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement
8 and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of
9 race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits
10 of or subject to discrimination under any program or activity by the recipients of federal assistance or their
11 assignees and successors in interest.

12 D. The CONSULTANT, with regard to the work performed by it during the Agreement shall act in accordance with
13 Title VI. Specifically, the CONSULTANT shall not discriminate on the basis of race, color, national origin,
14 religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of
15 materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the
16 discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when
17 the Agreement covers a program whose goal is employment.

18 **ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION**

19 A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws
20 of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to
21 Agencies on Government wide Debarment and Suspension (non procurement)", which certifies that he/she or
22 any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently
23 under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has
24 not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the
25 past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or
26 had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or
27 official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to
28 COUNTY.

29 B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in

1 determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating
2 agency, and dates of action.

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

5 **ARTICLE XVIII FUNDING REQUIREMENTS**

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

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

13 C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any
14 reduction in funds.

15 D. COUNTY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by
16 mutual agreement to amend the contract to reflect any reduction of funds.

17 **ARTICLE XIX CHANGE IN TERMS**

18 A. This contract may be amended or modified only by mutual written agreement of the parties.

19 B. All modifications that do not fit within the definition of a minor modification shall be considered a major change
20 and must be approved by amendment.

21 C. Minor modifications are changes or additions to the services being provided as defined in Article IV Statement
22 of Work but that are consistent with and needed to complete the contracted services and do not require an
23 increase in the total amount payable by COUNTY as provided in Article V.H and does not reduce the budget
24 allowed for any subconsultant classified in this Agreement as a DBE. Minor modifications are approved as
25 follows:

26 Shifting of budget and/or work between tasks within a single Milestone or Phase is allowable without
27 authorization by COUNTY.

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

1 specified in the COUNTY Consulting Services Manual.

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

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

7 **ARTICLE XX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION**

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

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

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

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

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

28 E. A DBE firm may be terminated only with prior written approval from COUNTY and only for the reasons specified
29 in 49 CFR 26.53(f). Prior to requesting COUNTY consent for the termination, CONSULTANT must meet the

1 procedural requirements specified in 49 CFR 26.53(f).

2 F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the
3 contract and is carrying out its responsibilities by actually performing, managing, and supervising the work
4 involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on
5 the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where
6 applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the
7 amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the, contract
8 is commensurate with the work it is actually performing, and other relevant factors.

9 G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or
10 project through which funds are passed in order to obtain the appearance of DBE participation. In determining
11 whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do
12 not participate.

13 H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its
14 contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than
15 would be expected on the basis of normal industry practice for the type of work involved, it will be presumed
16 that it is not performing a CUF.

17 I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into
18 with certified DBEs. The records shall show the name and business address of each DBE or vendor and the
19 total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of
20 payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work
21 performed by their own forces along with the corresponding dollar value of the work.

22 J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form
23 entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants"
24 CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized
25 representative and shall be furnished to the COUNTY's Contract Administrator with the final invoice. Failure to
26 provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar
27 value of the invoice being withheld from payment until the form is submitted. The amount will be returned to
28 CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE),
29 First-Tier Subconsultants" is submitted to the COUNTY's Contract Administrator.

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

5 **ARTICLE XXI CONTINGENT FEE**

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

13 **ARTICLE XXII DISPUTES**

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

26 B. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of
27 by agreement shall be decided by a committee consisting of COUNTY's Contract Administrator and Director of
28 Transportation or designee, who may consider written or verbal information submitted by CONSULTANT.

29 C. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and

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

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

5 **ARTICLE XXIII INSPECTION OF WORK**

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

9 **ARTICLE XXIV SAFETY**

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

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

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

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

25 **ARTICLE XXV INDEMNIFICATION AND INSURANCE**

26 A. Basic Indemnity

27 1. To the fullest extent permitted by applicable law, CONSULTANT agrees to defend (through legal counsel
28 reasonably acceptable to COUNTY), indemnify, and hold harmless the County of Riverside, its Agencies,
29 Districts, Departments and Special Districts, Board of Supervisors, elected and appointed officials, and

1 each of their respective directors, members officers, employees, agents, volunteers and representatives
2 ("Indemnitees") and each of them from any and all Losses that arise out of or relate to any act or omission
3 constituting ordinary and not professional negligence (including, without limitation, negligent breach of
4 contract), recklessness, or willful misconduct on the part of CONSULTANT or its subconsultants or their
5 respective employees, agents, representatives, or independent contractors.

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

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

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

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

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

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

21 C. INSURANCE

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

28 1. Workers' Compensation:

29 If the CONSULTANT has employees as defined by the State of California, the CONSULTANT shall maintain

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

5 2. Commercial General Liability:

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

13 3. Vehicle Liability:

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

19 4. Professional Liability

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

29 5. General Insurance Provisions - All lines:

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

1 Insurance.

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

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

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

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

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

17 **ARTICLE XXVI OWNERSHIP OF DATA**

18 A. Ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this
19 contract will automatically be vested in COUNTY; and no further agreement will be necessary to transfer
20 ownership to COUNTY. CONSULTANT shall furnish COUNTY all necessary copies of data needed to complete
21 the review and approval process.

22 B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-
23 readable form, are intended for one-time use in the construction of the project for which this contract has been
24 entered into. CONSULTANT acknowledges that the plans, drawings and/or other work products may be used
25 by COUNTY for the PROJECT regardless of any disputes that may develop between CONSULTANT and
26 COUNTY. All plans, drawings, or other work product shall be deemed the sole and exclusive property of
27 COUNTY to be used as desired by COUNTY, and ownership thereof is irrevocably vested in COUNTY whether
28 the PROJECT is implemented or not.

29 C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or

1 misuse by COUNTY of the machine-readable information and data provided by CONSULTANT under this
2 contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with
3 any use by COUNTY of the project documentation on other projects, for additions to this project, or for the
4 completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.

5 D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as
6 appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

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

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

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

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

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

23 **ARTICLE XXVIII CONFIDENTIALITY OF DATA**

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

27 B. Permission to disclose information on one occasion, or public hearing held by COUNTY relating to the contract,
28 shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other
29 occasion.

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

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

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

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

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

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

16 **ARTICLE XXX LEGAL COMPLIANCE**

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

21 **ARTICLE XXXI EVALUATION OF CONSULTANT**

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

25 **ARTICLE XXXII RETENTION OF FUNDS**

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

27 B. COUNTY will withhold the last 10 percent of the budget for preparation of the final PS&E documents. The 10
28 percent retainage is to be held after 90% of the PS&E phase has been billed and is not to be deducted from
29 each invoice. The amount retained will be paid to CONSULTANT after COUNTY has approved

1 CONSULTANT's PS&E documents. The CONSULTANT, or subconsultant, shall return all monies withheld in
2 retention from a subconsultant within thirty (30) days after receiving payment. Federal law (49 CFR 26.29)
3 requires that any delay or postponement of payment over thirty (30) days may take place only for good cause
4 and with the COUNTY's prior written approval. Any violation of this provision shall subject the violating
5 CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of
6 the Business and Professions Code. These requirements shall not be construed to limit or impair any
7 contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in
8 the event of a dispute involving late payment or nonpayment by the CONSULTANT, deficient subconsultant
9 performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime
10 consultant and subconsultants.

11 **ARTICLE XXXIII NOTIFICATION**

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

16 **ARTICLE XXXIV CONTRACT**

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

22 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which
23 together will constitute one instrument. Each party to this Amendment agrees to the use of electronic signatures,
24 such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act
25 ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the
26 electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have
27 the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or
28 process attached to or logically associated with an electronic record and executed or adopted by a person with the
29 intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes

1 use of an electronic signature for transactions and contracts among parties in California, including a government
2 agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have
3 the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For
4 purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section
5 1633.2 of the Civil Code.

6
7
8 {Signature Page Follows}

ARTICLE XXXV APPROVALS

COUNTY Approvals

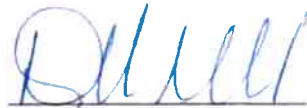
RECOMMENDED FOR APPROVAL:

 Dated: 8-18-22

MARK LANCASTER
Director of Transportation

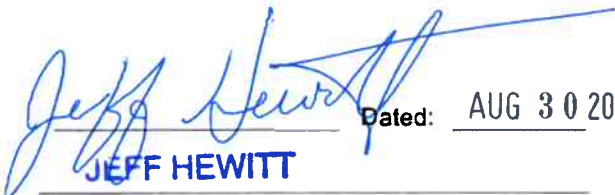
APPROVED AS TO FORM:

County Counsel

 Dated: _____

By Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

 Dated: AUG 30 2022
JEFF HEWITT

Chair, Riverside County Board of Supervisors


ATTEST:

 Dated: AUG 30 2022

KECIA R. HARPER
Clerk of the Board (SEAL)

CONSULTANT Approvals

CONSULTANT:

 Dated: 8/3/2022

JONG-JIANN (JAMES) LU

Chief Executive Officer

CONSULTANT:

 Dated: 8/3/22

HUI-MIN HUANG

Chief Financial Officer

ARTICLE XXXV APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

_____ Dated: _____

MARK LANCASTER

Director of Transportation

APPROVED AS TO FORM:

County Counsel

_____ Dated: _____

By Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

_____ Dated: _____

PRINTED NAME

Chair, Riverside County Board of Supervisors

ATTEST:

_____ Dated: _____

KECIA R. HARPER

Clerk of the Board (SEAL)

CONSULTANT Approvals

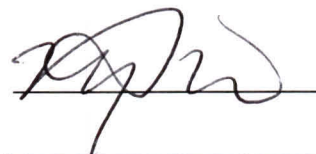
CONSULTANT:

 Dated: 8/3/2022

JONG-JIANN (JAMES) LU

Chief Executive Officer

CONSULTANT:

 Dated: 8/3/22

HUI-MIN HUANG

Chief Financial Officer

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ARTICLE AI • INTRODUCTION

A. DESCRIPTION

The COUNTY proposes to construct approximately 14 miles of multi-function trail and sidewalk infrastructure in the communities of Thermal and Oasis in the eastern Coachella Valley of the County of Riverside.

The proposed multi-function trail is a paved 10-foot wide path situated primarily within road right-of-way with a minimum of 5-foot buffer from the adjacent edge of pavement. The general route of the proposed trail loop (approx. 12 miles) is below:

- 66th Avenue from Harrison Street to Fillmore Street with the exception of approximately 1950 feet west of Tyler Street
- Coachella Valley Water District (CVWD) channel maintenance road from Fillmore Street to Pierce Street just north of 68th Avenue (or 66th Avenue from Fillmore Street to Pierce Street and Pierce Street from 66th Avenue to north of 68th Avenue)
- Pierce Street from north of 68th Avenue to 74th Avenue
- 74th Avenue from Harrison Street to Pierce Street
- Harrison Street from 74th Avenue to 66th Avenue
- Harrison Street from 66th Avenue to Echols Road

The proposed concrete sidewalk will be 6-feet wide with curb and gutter at the edge of the existing travel lane.

The locations for the proposed sidewalk improvements (approx. 7000 feet) are below:

- 66th Avenue from Harrison Street to Tyler Street
- Middleton Street from Harrison Street to approximately 2000 feet.

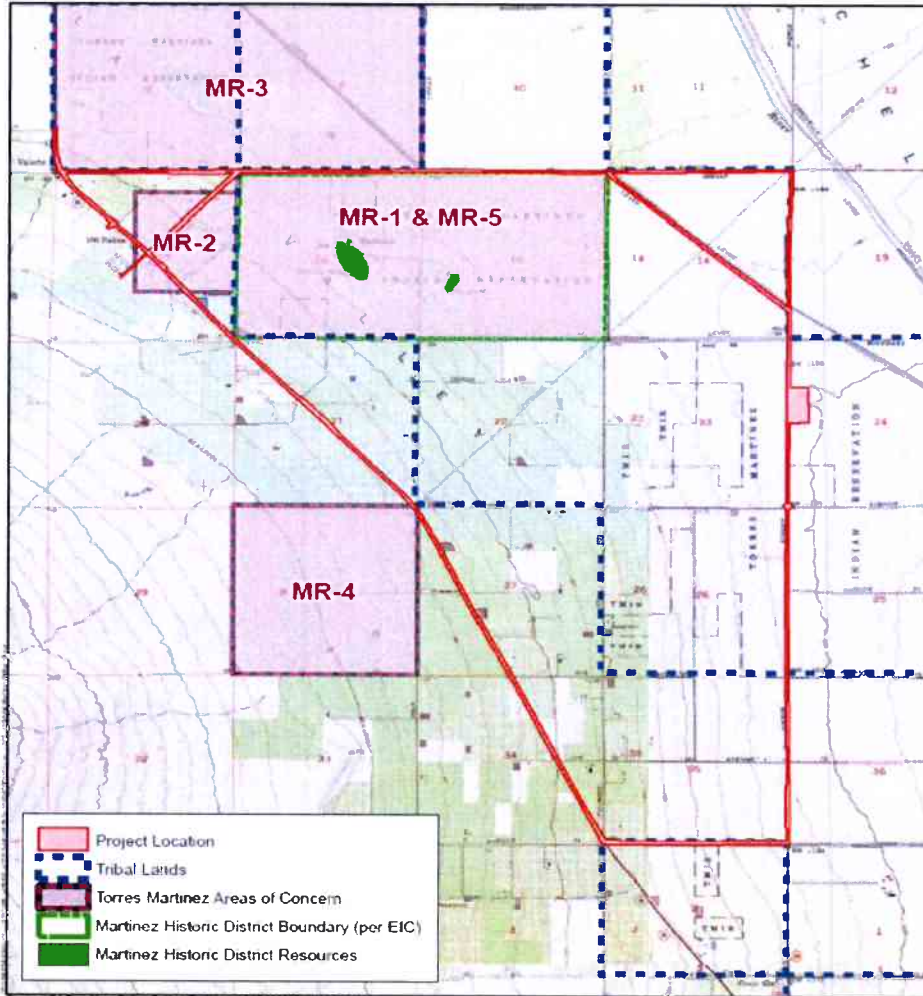
Along a portion of 66th Avenue the trail alignment is anticipated to be constructed on the maintenance road along an existing US Bureau of Reclamation (USBR) irrigation channel, operated by CVWD outside of the road right of way. The trail is also anticipated to be constructed along the CVWD channel at the intersection of Fillmore Street and 66th Avenue to its connection at Pierce Street just north of 68th Avenue. Approval and cooperation with CVWD, USBR, and the Torres Martinez Tribe (Tribe) will be needed to utilize the

1 maintenance roads for the trail alignment. The project area encompasses both the trail alignment along the
2 CVWD embankment maintenance road (between 66th Avenue and Pierce Street) and the alignment
3 continuing east on 66th Avenue and south on Pierce Street in the event that the trail cannot be placed
4 adjacent to the channel.

5
6 The PROJECT will include, but not limited to, the following construction elements: trail pavement
7 construction, roadway pavement construction (as needed), curb and gutter, sidewalk, curb ramps, drive
8 approaches, grading, slopes, retaining walls, drainage improvements, trail/pedestrian crossings of channel
9 and/or stream, fence/wall/gate relocations/replacements, roadway at grade pedestrian/trail crossings,
10 pavement markings, signage, and utility preservation and relocations. Optional tasks include design of
11 bridge widening and retaining wall, utility potholing, and supporting Hydraulic and Foundation studies.

12
13 **B. LOCATION**

14 The PROJECT is located within the communities of Thermal, Oasis, Valerie, and Hundred Palms, an
15 unincorporated area in the eastern Coachella Valley of the County of Riverside, California.



1
2
3 **C. COORDINATION**

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

- 7 • County of Riverside Departments
8 • Utility Companies
9 • Coachella Valley Water District
10 • Coachella Valley Housing Coalition (CVHC)
11 • Coachella Valley Unified School District
12 • Division of the State Architecture

- Various Regulatory Agencies as needed

D. PHASES

The services performed by CONSULTANT will be accomplished in 4 Phases:

- Phase I – Preliminary Engineering and Environmental Document
- Phase II – Plans, Specifications, and Estimates
- Phase III - Construction Bidding and Award Support
- Phase IV – Design Services During Construction

Phase I 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. Environmental

Environmental documentation will be performed by others. CONSULTANT shall provide engineering support services for the completion of the environmental clearance phase.

2. Survey

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

3. 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 Project memorandum and final Environmental Document including any

1 supplements and/or updates. Pedestrian facilities will be reviewed and approved by the Division of the State
2 Architecture. Microstation (compatible with current CALTRANS version) software will be used as the design
3 software.

4 **4. Geographical Information System (GIS)**

5 a. "GIS Information" shall include GIS digital files (including the information or data contained therein) and
6 any other information, data, or documentation from COUNTY GIS (regardless of medium or format) that
7 is provided pursuant to this Agreement.

8 b. CONSULTANT acknowledges that the unauthorized use, transfer, assignment, sublicensing, or
9 disclosure of the GIS information, documentation, or copies thereof will substantially diminish their value
10 to COUNTY. CONSULTANT acknowledges and agrees that COUNTY GIS information is a valuable
11 proprietary product, embodying substantial creative efforts, trade secrets, and confidential information
12 and ideas. COUNTY GIS information is and shall remain the sole property of COUNTY; and there is no
13 intention of COUNTY to transfer ownership of COUNTY GIS information.

14 c. COUNTY GIS information is made available to CONSULTANT solely for use in the normal course of
15 CONSULTANT's business to produce reports, analysis, maps and other deliverables only for this
16 PROJECT and as described within the Scope of Services.

17 d. CONSULTANT agrees to indemnify and hold harmless COUNTY, its officers, employees and agents
18 from any and all liabilities, claims, actions, losses or damages relating to or arising from
19 CONSULTANT's use of COUNTY GIS information.

20 e. GIS information cannot be used for all purposes; and GIS information may not be complete for all
21 purposes. Additional investigation or research by CONSULTANT into other sources will be required.
22 GIS information is intended only as an information base and is not intended to replace any legal
23 records. COUNTY has used and will continue to use its best efforts to correctly input into COUNTY GIS
24 the information contained in various legal and other records; but COUNTY accepts no responsibility for
25 any conflict with actual legal records or for information not transferred from legal records to COUNTY
26 GIS. COUNTY has attempted to update GIS information as often as is practically feasible. However,
27 CONSULTANT should be aware that GIS information may not be current and changes or additions to
28 the information contained in COUNTY GIS may not yet be reflected in COUNTY GIS.

1 f. COUNTY accepts no responsibility for the use of GIS information; and COUNTY provides no warranty
2 for the use of COUNTY GIS or COUNTY GIS information by CONSULTANT. THE WARRANTIES
3 SPECIFICALLY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES,
4 EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS
5 FOR A PARTICULAR PURPOSE; AND SUCH OTHER WARRANTIES ARE HEREBY EXCLUDED.

6 g. Final plans, drawings or PROJECT work products will be provided in an electronic format suitable for
7 inclusion within the COUNTY GIS or CADD Systems by CONSULTANT and will contain the appropriate
8 meta data and will be geographically registered using a appropriate coordinate system such as the
9 California State Plane Coordinate System NAD 83.

10 **5. Project Files**

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

12 **F. QUALITY CONTROL**

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

24 2. CONSULTANT has total responsibility for the accuracy and completeness of all data, reports, plans,
25 specifications and estimates prepared for this PROJECT and shall check all such material accordingly.
26 COUNTY will review all work product deliverables. The responsibility for accuracy and completeness of
27 such items remains solely that of CONSULTANT. Neither COUNTY'S review or approval shall give rise
28 to any liability or responsibility on the part of COUNTY, or waive any of COUNTY'S rights, or relieve

1 CONSULTANT of its professional responsibilities or obligations under this Agreement.

2 3. The plans, designs, estimates, calculations, reports and other documents furnished in accordance with
3 the Scope of Services shall meet the criteria for acceptance and be a product of neat appearance, well
4 organized, technically and grammatically correct, checked and having the preparer and checker
5 identified. The minimum standard of appearance, organization and contents shall be of similar types
6 produced by COUNTY and AGENCIES. If any work product submitted is not complete and ready for
7 use by COUNTY, it shall be marked "Draft" or similar designation to indicate it is not ready for use by
8 COUNTY. COUNTY expects that all work product not so designated is ready for and can be used on
9 PROJECT.

10 4. The page identifying preparers of engineering reports, the title sheet for specifications and each sheet of
11 plans, shall bear the professional seal, certificate number, registration classification, expiration date of
12 the certificate, and signature of the professional engineer(s) responsible for their preparation.

13 **G. VALUE ENGINEERING**

14 1. Elements of PROJECT may be considered for Value Engineering Studies. To this end, the COUNTY
15 Contract Administrator may direct the CONSULTANT to examine the various elements of a design
16 segment and submit an informal written statement or memorandum addressing those elements where it
17 appears significant savings and other advantages can be realized. The statement shall be sufficiently
18 informative to enable COUNTY to determine whether to direct a detailed Value Engineering Study or
19 possibly direct immediate design changes where the value of the change is apparent without the need
20 of detailed study and analysis.

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

24 **H. KEY PERSONNEL**

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

Assignment

Key Personnel

Principal in Charge

James Lu

Project Manager

Steve Hosford, PE

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 finalize utility notification letters and send out to utility companies via email. COUNTY shall forward responses to CONSULTANT.
- COUNTY will provide survey and land acquisition 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.
 - Prepare appraisals for temporary and permanent right-of-way and perform appraisal review.
 - Perform right-of-way negotiations and acquisitions.
 - Certify new acquired right-of-way.

J. CONTRACT DELIVERABLES

The following list identifies the deliverables to the COUNTY by CONSULTANT. All deliverables will be provided in hard copy format and in electronic format (pdf) as identified in this scope of work unless otherwise noted.

Division of the State Architect

1 Consultant shall prepare plans, specifications, and estimate submittal packages in accordance with the
2 requirements of the Division of State Architect (DSA) and shall coordinate with the DSA for the required
3 pedestrian facility design approval prior to final design.

4
5 **ARTICLE AII • SERVICES TO BE PROVIDED**

6 **1.0 PROJECT MANAGEMENT**

7 Coordination and Communications

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

18 Scheduling

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

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

25 Budgeting

26 Monitor the budget for design services using a work breakdown structure consistent with this Scope of Work.

27 Project Administration

- 28 1. Set up project accounting system consistent with the COUNTY's invoicing and tracking requirements.

2. Prepare subconsultant agreements.
3. Monitor subconsultant progress and review/approve invoices.
4. 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 Project Development Team (PDT) meetings as appropriate. Prepare meeting agendas and engineering-related 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 (QA/QC)

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 contents are completed in accordance with current standards.

Deliverable(s): QC/QA Plan, QC Documents

PHASE I - PRELIMINARY ENGINEERING

2.0 COLLECT AND REVIEW EXISTING INFORMATION

Existing topographic mapping, photos, right-of-way maps, as-built plans, drainage master plans, record maps and surveys, study reports, assessor maps, contract documents, proposed CVHC improvements, and any other data provided by the COUNTY or CVWD shall be obtained and reviewed.

Deliverable(s): Log of plans and studies received

2.1 FIELD REVIEWS

A site visit, by key members of the team shall be conducted to obtain information on current conditions,

1 constraints, and potential solutions. CONSULTANT will conduct a field investigation to familiarize the project team
2 with the site conditions, existing drainage constraints, confirm As-Built Drawing information, and become familiar
3 with existing improvements in the project area. Subsequent field walks held prior the 30% and 95% Submittals are
4 included in their respective tasks.

5 Deliverable(s): Field review notes, photo logs

6 **2.2 PRELIMINARY UTILITY INVESTIGATIONS**

7 Verify with utility owners that existing mapping correctly indicates general placement of owner's facilities. Provide
8 any changes to CNS for revisions or additions to utility mapping file.

9 Deliverable(s): Verification letter on approved County letterhead

10 **2.3 GEOTECHNICAL DESIGN REPORT**

11 CONSULTANT's subconsultant Group Delta shall perform geotechnical investigation to provide subsurface
12 information, and prepare geotechnical reports providing recommendations, as required for project design and
13 construction. The goal of the investigation is to define the site groundwater levels and relevant engineering and
14 corrosion properties of the soils for design and construction of the grading, culverts, pavements, hardscape,
15 retaining walls, bridges (if required) and other improvements.

16 Group Delta's proposed scope of work is as follows:

- 17 • Review existing published geotechnical information including aerial photographs, topographic and
18 geologic maps, groundwater well data, and earthquake fault information.
- 19 • Perform a site visit and photographic reconnaissance.
- 20 • Prepare a geotechnical workplan and obtain necessary no-fee permits.
- 21 • Mark and clear utilities through DigAlert and using geophysical techniques.
- 22 • Perform ten (14) geotechnical hollow-stem auger borings (2 days of fieldwork) spaced at regular intervals
23 of about 1.0 mile, and 8 supplemental Cone Penetration Tests (CPTs) at selected locations (1 day of
24 fieldwork):
 - 25 ○ 12 borings to a depth of 10 to 25 feet depending on project needs and site conditions (assume
26 backfill with cuttings, no drums).
 - 27 ○ 2 borings to a depth of 25 to 60 feet at selected locations (assume grout, drum disposal).
 - 28 ○ 8 CPTs to depths of 50 to 80 feet or refusal

- Assume all borings and CPTs outside of existing roadway, no traffic control.
 - Collect Standard Penetration Test (SPT) and Modified California Ring samples at intervals of 2.5 to 5 feet, and bulk samples of cuttings at selected depths.
 - Measure groundwater levels in borings.
 - Assumption: No infiltration testing or monitoring wells are proposed in the scope.
 - Perform laboratory testing on selected samples collected from the borings. Actual testing will be performed based on project needs and conditions encountered. For planning, we have considered the following tests:
 - Grain size distribution and percent passing No. 200 sieve
 - Atterberg Limits
 - R-Value
 - Expansion Index
 - Corrosion (pH, Minimum Resistivity, Soluble Sulfates, and Soluble Chlorides)
 - Direct Shear
 - Prepare a Geotechnical Design Report (GDR) in accordance with current Caltrans guidelines, which will provide information and recommendations for the following:
 - Summary of data review, field investigation, and laboratory testing performed
 - Characterization of geology, subsurface soils, and groundwater conditions
 - Assessment of geologic and seismic hazards at the site
 - Recommended soil engineering parameters for design
 - Recommendations for grading (excavation, embankment), slope angles, erosion control, Standard Plan retaining walls, minor structures such as sound walls or signposts, culverts, stormwater Best Management Practices (BMPs), need for soil or ground improvements, soil corrosivity, and pavements.
 - We have assumed that retaining walls will be Standard Plan or similar modified walls and that a separate foundation report is not required; LOTB will be provided for retaining walls.
- Deliverable(s): Geotechnical Design report, Log of Test Borings for Retaining Walls

2.4 GEOTECHNICAL FOUNDATION REPORT (OPTIONAL)

Preliminary Foundation Report (PFR) shall be provided consisting of a review of existing geotechnical/geological

1 information, preliminary analyses, preliminary recommendations for the bridge sites for use in the Bridge Type
2 Selection. Any review comments made to the PFR will be addressed in the Foundation Report.

3 Prepare a Foundation Report (FR) and Log of Test Borings (LOTB) for two bridges in accordance with the latest
4 Caltrans Guidelines. The FR would provide information and recommendations for the following for the bridge
5 site(s):

- 6 ○ One additional day of fieldwork including two additional borings and/or Cone Penetration Tests
7 (CPTs) to 60 or 80 feet for two bridges (assume grout, drum disposal) and laboratory testing
- 8 ○ Site, Geologic, Soil, and Groundwater conditions
- 9 ○ Scour
- 10 ○ Corrosion
- 11 ○ Seismic ground motion and hazards including liquefaction
- 12 ○ Foundation types and capacities
- 13 ○ Approach fills
- 14 ○ Construction considerations

15 Deliverable(s): Optional Preliminary Foundation Report (PFR) and Foundation Report (FR) for Bridges and
16 LOTB

17 **2.5 PRELIMINARY HYDRAULICS AND HYDROLOGY AND DRAINAGE ENGINEERING**

18 A 10-year and 100-year on-site hydrology study shall be prepared for the proposed trail using the Riverside
19 County Flood Control District' Rational Tabling Methodology. The study shall include an on-site hydrology map
20 showing the drainage area of the trail in acres, Q10 and Q100 peak values at intermittent points of discharge, and
21 drainage boundaries. The flow capacities of the existing drainage culverts that cross the proposed trail shall be
22 determined (a total of 24 culverts). All of the compiled data shall be presented in a Preliminary Drainage Study
23 Report.

24 Deliverables: Preliminary Hydrology and Drainage Study in Support of the 30% Drainage Plan

25 **2.5A (OPTIONAL HYDRAULICS STUDY- CHANNELS FOR BRIDGE IMPROVEMENTS)**

26 Based on available 100-year flow rates from CVWD, a hydraulic analysis shall be performed for the major
27 channels at Harrison Street Sta. 213+00, between Harrison Sta. 241+00 and Sta. 242+00, and along the CVWD
28 Channel near 66th Avenue and Fillmore Street using the HEC-RAS model to determine the flow depth and

1 velocity of the existing channel at the proposed trail.

2 Deliverables: Three HEC-RAS Models in support of the proposed bridge structures

3 **2.6 BRIDGE TYPE SELECTION REPORT (OPTIONAL)**

4 This is an optional task to be performed if placing the trail on the existing roadway over the two culverts on
5 Harrison Street is infeasible. Based on the approved roadway geometric design plans for the preferred alternative,
6 CONSULTANT shall prepare preliminary bridge design in 30% design level including performing preliminary
7 structural design and seismic analyses (if required) in accordance with CALTRANS bridge design standards. The
8 bridge type selection study shall evaluate two structural alternatives including extending the existing culverts in
9 kind and using separate prefabricated light-duty bicycle/pedestrian bridges to eliminate piers in the washes.
10 Coordination with bridge manufacturers to obtain design and cost information shall be made. The preliminary
11 structure study shall be summarized in a Bridge Type Selection Report (BTSR). In addition to the structure-related
12 discussion, the BTSR shall include a summary of engineering studies in various disciplines including alternative
13 evaluation, stage construction, constructability-related topics, hydrology and hydraulic evaluation, and
14 geotechnical evaluation. This step of bridge type selection shall be completed before extensive bridge design
15 work for final structure PS&E is performed. The 30% bridge type selection design shall include a bridge general
16 plan, detailed cost estimates and other pertinent information needed to determine the proper structure type.
17 CONSULTANT shall submit the BTSR to the COUNTY for review and concurrence and shall attend a bridge type
18 selection meeting as required.

19 Deliverable(s): Bridge Type Selection Report

20 **2.7 ALIGNMENT CONFIRMATION STUDY**

21 CONSULTANT shall coordinate with Coachella Valley Water District (CVWD) staff to secure authorization to allow
22 the trail to follow the CVWD Drainage Channel (66th Avenue Canal) alignment between 66th Avenue and Peirce
23 Street. CVWD's conditional acceptance of the proposed trail alignment along the Drainage Channel prior to
24 preparing the 30% Plans will suffice to allow the project to continue.

25 CONSULTANT shall study the feasibility of placing the trail along the existing Harrison Street roadway over two
26 existing drainage culverts located approximately 800 feet south of Middleton Street (approx. 35 feet long) and
27 3,700 feet south of Middleton Street (approx. 105 feet long with a State Bridge No. 56C0580). Feasibility will be
28 based on buffer zone and safety requirements, trail geometrics, existing right of way, general topography, and

1 estimated construction costs. If COUNTY determines the alignment to be infeasible or not preferred, a bridge type
2 selection study to determine the best option for providing the trail over the washes in a form of bridge widening or
3 separate structures shall be performed as OPTIONAL services.

4 Consultant shall coordinate with United State Bureau of Reclamation (USBR) and CVWD to confirm the approval
5 of placing the trail on the north berm of the 66th Ave Canal east of Tyler Street along the south side of 66th
6 Avenue. Alternative Trail alignments keeping the trail in the Roadway Right of Way will be pursued.

7 CONSULTANT shall confirm that the trail should be on the east side of Pierce Street from the CVWD Drainage
8 Channel to 74th Avenue. The feasibility of placing the trail on the west side will be based on the location of the
9 power poles and other obstacles in respect to the existing right of way, topography, and existing edge of roadway
10 pavement in relation to accepted trail design guidelines.

11 CONSULTANT shall consider various factors when studying the alignment, such as stormwater runoff, ADA
12 compliance, regulatory requirements, impacts to existing facilities, and utility impacts. CONSULTANT shall
13 review the proposed Trail and Sidewalk alignment to assure the layout meets common practice design standards.

14 CONSULTANT shall review the environmental documents to assure that the improvements described in the
15 environmental document are consistent with the proposed alignment. KOA will assist CNS by providing various
16 technical support and studying the alignment of the trail along Pierce Street.

17 Deliverable(s): Conceptual Exhibits displaying various alternatives, and memo recommending the preferred
18 alignment alternatives.

19 **2.8 CONSTRUCTION AND RIGHT OF WAY COST ANALYSIS**

20 CONSULTANT shall prepare cost analyses for the conceptual alignment and any alignment alternatives. The
21 Cost Analysis shall include estimated Construction Costs based on conceptual quantity take-offs, conceptual
22 Right of Way acquisition and TCE Costs, estimated Access Agreements costs with CVWD/USBR, and estimated
23 utility relocation costs. Estimated utility relocation costs include impacts to existing utilities for facilities that have a
24 probability of claiming prior rights. Right of Way costs will be based on readily available cost data and calculated
25 square footages.

26 Deliverable(s): Cost Analysis Spreadsheet in excel

27 **2.9 30% COMPLETE PLANS**

28 CONSULTANT shall finalize the horizontal layout of the trail and sidewalks based on the existing topography and

1 results of the findings of the project mapping, review of available data, and the findings of the Trail Alignment
2 Confirmation efforts stated in Task 2.7. KOA will assist CNS by preparing the trail design on Pierce Street and
3 providing various technical support.

4 Geometric design data and key project features such as the location of the trail along 66th Avenue, CVWD
5 Easement, Pierce Street, 74th Avenue, Harrison Street, and Middleton Street, and the limits of curb, gutter, and
6 sidewalk construction, and typical sections, culvert extensions, drainage extensions, and protection of existing
7 facilities shall be depicted. Original ground, traveled way, shoulders, cut/fill slopes, known utilities, and
8 existing/proposed right-of-way shall be shown. The Geometric Approval Drawings shall be at a design level of
9 approximately 30% complete and shall contain improvement plans consisting of one title sheet, two typical section
10 sheets, up to eighty sheets of 40-scale plan and profile sheets of 66th Avenue, the CVWD Easement, Pierce
11 Street, 74th Avenue, and Harrison Street. Five 20-scale plan and profile sheets will be prepared for Middleton
12 Street. Profiles shall consist of existing profile of the proposed edge of pavement. Limits of construction, project
13 dimensions, and general identification of work shall be shown on the Geometric Approval Drawings. A job walk is
14 conducted prior to completing the 30% Plans.

15 No storm drain improvement profiles will be prepared for 30% drawings, only storm drain plan sheets. The plans
16 will show the preliminary alignment, slope and size information of the proposed storm drains, inlet structures, and
17 risers. Relevant cross sections will be provided showing the storm drain cross sections as it relates to the
18 proposed trail and existing roadway.

19 Deliverable(s): Geometric Approval Drawings

20 **2.10 30% COST ESTIMATE**

21 CONSULTANT shall develop preliminary engineer's estimate for one preferred alignment. The estimate shall be
22 in CALTRANS estimate format using cost escalation factors.

23 Deliverable(s): Engineer's Cost Estimate Spreadsheets

24 **2.11 PROJECT MEMORANDUM AND ENVIRONMENTAL TECHNICAL SUPPORT**

25 CONSULTANT shall prepare a memorandum summarizing the design alternatives studied, the findings, and
26 reasoning the alignment provided in the 30% Plans and Conceptual Cost Analysis is recommended as the
27 preferred alternative. Project memorandum includes an updated project schedule.

28 Deliverable(s): Project Memorandum and Schedule

1 **2.12 ADVISORY AND MANDATORY FACT SHEETS**

2 CONSULTANT shall complete all work necessary in the preparation of Fact Sheets for an exception to advisory
3 and mandatory design standards.

4 A design memorandum (Fact Sheet) shall be prepared for each design feature that does not comply with
5 COUNTY's minimum design standards. The memorandum shall identify the design standard that is not being met,
6 discuss the reason why it is not being met, and provide a brief description including a construction cost estimate
7 of the work required for the project to meet the minimum design standard. The fact sheets shall be submitted to
8 the COUNTY for review and approval for a maximum of three (3) fact sheets.

9 Deliverable(s): Advisory and Mandatory Fact Sheets

10 **3.0 DESIGN STAGE PUBLIC RELATIONS AND GRAPHIC DESIGN**

11 **3.1 COORDINATION / DATABASE / SUPPORT**

12 a. Status Meetings/Team Coordination

13 CONSULTANT's subconsultant Arellano Associates (AA) will take part in a project kick-off meeting as well as
14 regularly scheduled project team meetings and other outreach focused meetings as needed to exchange
15 information about the project status and to remain current about project details and impacts to the community.

16 Deliverable(s): Participation in project kick-off meeting, Participation in project meetings (as needed)

17 b. Public Outreach Plan

18 CONSULTANT's subconsultant Arellano Associates will coordinate with the COUNTY to develop a
19 comprehensive Public Outreach Plan (POP). AA will use input from the project team and community research to
20 implement an outreach plan tailored to the demographics and composition of the project area. Following approval
21 of the POP, AA will take the lead to execute the defined tasks, while working closely with the project team for
22 review/approval of all materials.

23 Deliverable(s):Public Outreach Plan

24 c. Stakeholder Contact Database

25 CONSULTANT's subconsultant Arellano Associates will compile a project stakeholder database including
26 property owners, residents, businesses, schools, chambers of commerce, major employers, county offices,
27 elected officials, news media, civic groups, transportation and transit agencies, sensitive receptors, emergency
28 responders, utility providers and other identified local stakeholders in the area to obtain contacts to add to the

1 database. The contact list will be updated on a regular basis and/or as needed by the project team.

2 Deliverable(s): Draft contact database, Final contact database, and maintaining and updating contact database

3 d. Collateral and Presentation Materials

4 CONSULTANT's subconsultant Arellano Associates (AA) will draft and finalize collateral materials to ensure that
5 consistent, accurate, easy to understand information is provided to the public. Materials will be provided in English
6 and Spanish, and will include a project fact sheet, frequently asked questions (FAQ) and event notices (as
7 needed). Information will utilize the existing brand for the project to ensure a consistent look.

8
9 AA will utilize in house graphic design specialists to develop collateral materials that will be used to build
10 awareness and educate the community about the project's purpose, need and development process. Materials
11 will be developed in hard copy and digital formats and made available at community informational booths, at
12 municipal counters and posted on the project webpage.

13
14 During construction, collateral materials will include construction notices, traffic advisories and other graphics that
15 detail construction activities. If needed a regular electronic newsletter may be disseminated to stakeholders for
16 regular construction updates. This may help with special road closures and other impactful activities.

17
18 Presentations will also be developed throughout the project to support public meetings and stakeholder briefings.
19 These will also be posted on the project website for stakeholders to download. In addition, display boards will be
20 developed to support public meetings.

21 Deliverable(s):

- 22 • Develop and finalize fact sheet and FAQ
- 23 • Update fact sheet and FAQ, as needed
- 24 • Construction Notices
- 25 • Traffic Advisories
- 26 • PowerPoint Presentations
- 27 • Display Boards

28 e. Project Website/Social Media Support

Thermal and Oasis Communities Trail and Sidewalk Project

1 CONSULTANT's subconsultant Arellano Associates (AA) will support the project team in the development of
2 project webpage content. The webpage should include a project description, project purpose and benefits, and
3 project schedule and it should host all collateral materials. The webpage should also have a link for visitors to
4 comment and ask to be included in the project database. AA will provide recommendations for webpage content
5 and provide files for posting including project details and project contact information. Ongoing review of the
6 webpage will be conducted to ensure the information is kept up to date. AA will coordinate directly with the project
7 team to complete this task.

8
9 Additionally, AA will support the project team with an appropriately scaled social media program. Social media
10 has proven to be a cost-effective strategy for instant public information and for generating community input. AA
11 will utilize any existing social media accounts to increase public awareness and participation and will monitor
12 other social media sites to which links may be established.

13 Deliverable(s):

- 14 • Develop project webpage content
- 15 • Develop project social media posts for the social media portals

16 f. Key Stakeholder Support

17 CONSULTANT's subconsultant Arellano Associates (AA) will coordinate briefings with key stakeholders and the
18 impacted businesses, and keep all parties apprised of the project and garner their feedback during both the
19 environmental and construction phases of this project. This includes but is not limited to:

- 20 • Elected Officials
- 21 • Schools
- 22 • Emergency Service Providers
- 23 • Civic Organizations
- 24 • Community Based Organizations
 - 25 ○ Torres Martinez Tribe
 - 26 ○ Thermal and Oasis Community Councils
 - 27 ○ Others

28 During the construction period and nearing the completion of the work, AA will set up specific stakeholder

1 briefings to provide information on the construction progress and upcoming activities. These include but are not
2 limited to:

- 3 • Torres Martinez Tribe
- 4 • Thermal and Oasis Community Councils
- 5 • Emergency Service providers
- 6 • Others

7 Deliverable(s):

- 8 • Matrix outlining proposed, scheduled and completed meetings/briefings
- 9 • Logistics and support materials for presentation/briefings (sign-in sheets, directional signage, name tags,
10 comment cards)
- 11 • Summary of notes for each briefing/presentation
- 12 • Respond to requests from businesses for individual briefings
- 13 • List of impacted businesses

14 **3.2 PUBLIC MEETING**

15 CONSULTANT's subconsultant Arellano Associates (AA) will coordinate opportunities to engage with the public
16 through public meetings and community informational booths with the following approach:

17 Public Meetings (up to 1) – AA will hold one public meeting at the beginning of Phase II PS&E and provide a
18 presentation that will include an overview of the project purpose, need, benefits and how to remain engaged.

19 AA will oversee the event logistics, including research of publicly accessible and convenient meeting locations
20 and availability, coordination of meeting dates and times with the project team, organization of facility details
21 (including equipment and insurance, if applicable), preparation and distribution of notices, bilingual (English and
22 Spanish) staffing, meeting set-up and clean-up, meeting materials (sign-in sheets, comment cards, name badges
23 and directional signage), photography, and refreshments.

24
25 Meeting Noticing and Advertisements - AA will prepare to notice the meetings using the following methods:

- 26 ○ Public Access Venues – Hard copy notification materials can be disseminated via municipal
27 and civic organization sites.

- Direct Mail – AA are prepared to conduct a direct mail campaign (up to 500 pieces) for each public meeting only, to include targeted key stakeholders.
- E-blasts– Extremely cost-effective method to reach the project database.
- Website Posts – All project meeting information should be posted on the project's website
- Social Media Posts – Can be useful to increase participation and awareness.

Deliverable(s):

- Conduct up to one public meeting
- Conduct up to two pop-ups
- Prepare and facilitate all logistics, in coordination with project team
- Support materials, such as sign-in sheets, comment cards
- Portable kiosks and project information

4.0 ENGINEERING TECHNICAL SUPPORT FOR ENVIRONMENTAL DOCUMENT

CONSULTANT shall coordinate with the Environmental Consultant and provide necessary support as needed for the environmental document approval.

Deliverables: Various exhibits and project quantities and general information as requested.

5.0 PRELIMINARY RIGHT OF WAY REQUIREMENTS MAP

Based on the Right-of-Way Mapping provided by COUNTY and the project improvements established during the Geometric Approval Drawings task, CONSULTANT shall prepare a triple -tiered 40-Scale right-of-way requirements map showing the right-of-way lines, parcels, and anticipated limits of the additional permanent street or trail easement, temporary construction easements and rights of entry necessary for the construction of the project improvements. The right-of-way requirements map shall include a table identifying the parcel, address, owner's name if available, amount of area needed as a TCE, Slope Easement, or a Street/Trail Easement for each affected parcel. KOA will assist CNS by preparing the Right of Way Requirements Map on Pierce Street.

Deliverables: Preliminary Right of Way Requirements Map.

PHASE II – PLANS, SPECIFICATIONS AND ESTIMATES

6.0 65% COMPLETE PLANS

6.1 65% TRAIL AND ROADWAY IMPROVEMENT PLANS

Upon the acceptance of the Geometric Approval Drawings, CONSULTANT shall prepare the 65% complete

1 street/trail improvement plans consisting of the following:

- 2 • One Title Sheet, one Key Map, four (4) Typical Section sheets, six (6) Construction Details Sheets
- 3 • Seventy-six 40-scale plan and profiles for 66th Avenue, CVWD Drainage Channel, Pierce Street, 74th
- 4 Avenue and Harrison Street
- 5 • Five 20-scale plan and profile sheets for Middleton Street

6

7 KOA will assist CNS by providing various technical support and by preparing the trail design on Pierce Street. All

8 elements of the work are included in the 65% Roadway Plans. However, some details may be remaining for the

9 95% Submittal. The Typical Section and Notes Sheet shall include the typical street sections and notes. Curb

10 Ramp reconstruction to meet current ADA standards and nonstandard details may be provided on the

11 Construction Details sheets as well as a full listing of roadway construction and removal notes. The Roadway

12 Plan and Profile shall show the existing topography, limits of work, construction notes, right-of-way, utilities, and

13 other general design elements. Centerline, and new Top of Curb vertical design shall be provided on the profile.

14 KOA will assist CNS by preparing the trail design on Pierce Street and reviewing CNS's plans.

15 Deliverable(s): 65% Roadway Plans (number of sheets in parenthesis)

16 Title Sheet (1)

17 Key Map (1)

18 Typical Sections and Notes (4)

19 Construction Details (6)

20 40-Scale Plan and Profile (76)

21 20-Scale Plan and Profile (11)

22 **6.2 65% STORM DRAIN IMPROVEMENT PLANS**

23 Drainage plans shall be prepared depicting the proposed extension of the 24 existing culverts to accommodate

24 the proposed trail. The plan set shall include a title sheet, six (6) plan and profile sheets (at a scale of 1" =20') and

25 two (2) drainage detail sheets (at an appropriate scale) for a total of 9 sheets. It is assumed that the existing

26 culverts do not need to be replaced and that the existing culvert in the CVWD Drainage Channel south of Fillmore

27 Street and 66th Avenue does not need to be replaced. The Riverside County Flood Control District and APWA

28 standard plans and drawings will be used. This scope includes a quantity estimate for bidding purposes.

1 Deliverables: 65% Storm Drain Improvements Plans.

2 **6.3 65% SIGNING AND STRIPING PLANS**

3 CONSULTANT shall prepare signing and striping plans showing the affected construction area and all affected
4 traffic stripes on the Trail. The plans shall show the location of all proposed traffic stripes, markings, and the
5 proper disposition of all affected existing signs and markings. The final signing and striping plans shall be
6 prepared for final plotting on multi-tiered D-sized sheets at 1" = 40', or as appropriate. KOA will assist CNS by
7 preparing the Signing and Striping on Pierce Street and reviewing CNS's plans.

8 Deliverable(s): 65% Signing, Striping (29 40-scale multi-tiered sheets)

9 **6.4 65% CROSS SECTIONS**

10 Cross Sections at a scale of H: 1' = 20' and V: 1" = 2' are prepared at 50-foot intervals for all improvements
11 receiving curb, gutter and sidewalk (66th Avenue from Harrison Street to Tyler Street) and for all improvements
12 along Middleton Street. Cross Sections shall be prepared at 100-foot intervals along Harrison Street, 66th
13 Avenue, the CVWD Drainage Channel, Pierce Street, and 74th Avenue. KOA will assist CNS by preparing the
14 Cross Sections on Pierce Street.

15 Deliverables: 62 sheets of 65% Cross Sections.

16 **6.5 65% UTILITY PLANS**

17 CONSULTANT shall prepare a 1" = 40' layout plan showing utility impacts. Utility Plans shall consist of a Key Map
18 and 40-scale segments of the project of only the areas with utility impacts. Plans identify power pole numbers of
19 affected poles, identify the name of the utility and who is responsible for the relocation or adjustment of the utility.
20 Utilities to be protected in place are identified in the 65% Layout plans.

21 Deliverables: 65% Utility Impact Plans.

22 **6.6 RETAINING WALL PLANS (OPTIONAL)**

23 CONSULTANT shall prepare retaining wall plans for the trail along 66th Avenue from Tyler Street to approximately
24 4200 feet east. Plans shall be 1"=40' and consist of plan and profile of the retaining wall, and one detail sheet.

25 Deliverables: 65% Retaining Wall Plans (five sheets)

26 **6.7 65% ENGINEER'S ESTIMATE**

27 CONSULTANT shall calculate quantities and update the engineer's estimate. The estimate shall be in
28 CALTRANS estimate format using cost escalation factors.

1 Deliverable(s): Engineer's 65% Cost Estimate Spreadsheets

2 **6.8 65% BRIDGE IMPROVEMENT PLANS AND ESTIMATE (OPTIONAL)**

3 The proposed trail on Harrison Street crosses two drainage channels located approximately 3,700 feet and 800
4 feet south of Middleton Street. This is an optional task to widen the existing culverts if placing the trail on the
5 existing roadway over the culverts is infeasible. Engineering conclusions for the preferred structure alternative
6 (including a prefabricated bridge option as directed by COUNTY) identified in the final bridge type selection report
7 shall be carried into the final design phase. The final bridge design shall be based on CALTRANS-amended
8 AASHTO LRFD Bridge Design Specifications, various CALTRANS Bridge Design and Detail Manuals, and the
9 Seismic Design Criteria (SDC). Channel and embankment grading for the bridge improvements shall be shown on
10 the Trail Improvement detail sheets.

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

12 General Plan (2)

13 Foundation Plan (2)

14 Culvert Details (2)

15 Wingwall Details (2)

16 Miscellaneous Details (2)

17 **6.9 STRUCTURE INDEPENDENT CHECK (OPTIONAL)**

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

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

26 **7.0 FINAL RIGHT OF WAY REQUIREMENTS MAP**

27 CONSULTANT performs a general progress update to the Preliminary Right of Way Requirements Map.

28 CONSULTANT finalizes the Right of Way Requirements Map based on input from COUNTY.

1 Deliverable(s): Final Right-of-Way Requirements Map

2 **8.0 FINAL DESIGN UTILITY COORDINATION**

3 **8.1 UTILITY COORDINATION**

4 Coordinate and plan with the utility owners and their designers as needed to discuss project design, potential
5 conflicts, relocation alternatives and resolution to conflicts. (Est. 7 conflicts, 4 utility owners, 14 meetings; field,
6 virtual, conference calls). Issue conflict letters on approved County letterhead. (Est. 7). Determine liability for
7 each conflicting owner impacted by the project. Coordinate with Design to create a Utility Matrix. Obtain detailed
8 scopes of work from the utility companies for relocation, estimated start and completion dates, and proposed cost
9 to perform and complete their relocation.
10

11 Issue Notice to Owner to relocate using County approved letterhead and Design approved relocation plan by
12 conflicting utility owner

13 Prepare utility agreements as needed for any utility owner who has prior rights and conflicts with the project OR
14 who would like the awarded road contractor to perform utility relocation work regardless of determined liability
15 (EST. 4 Utility Agreements).

16 Assist in obtaining permits, licenses, and replacement easements as necessary for utility relocations.

17 Coordinate with Design and IID for power supply service points based on electrical needs for the project

18 Prepare utility portion of right of way certification

19 Deliverables:

20 Relocation Claim letters

21 Liability determinations for conflicting owners (Reports of Investigation-Caltrans)

22 Utility Matrix

23 Scope of work and schedule for work from affected utility owners

24 Notice to Owner to relocate (County letterhead)

25 Approved relocation designs created by utility owner and approved by Design team.

26 Utility Agreements

27 Utility portion of the right-of-way certification

28 **8.2 UTILITY POTHOLING (OPTIONAL)**

1 Coordinate plan, meet with the Design Team and utility owners to determine what facilities require potholing.
2 CONSULTANT shall prepare a utility potholing exhibit showing the location and ownership of each utility that
3 needs to be potholed. Solicit bids from three Pothole from Utility Pothole companies to perform a maximum of 20
4 potholes in the project site. Select the lowest bidder. Issue Notice to pothole to utility owners using County
5 approved letterhead. Assist utility owners in obtaining permits and licenses to perform potholing task Non-
6 Destructive Utility Pothole company performs potholing, leaving a tag or marker for County Survey to survey.
7 Utility Pothole Company provides a report identifying the location, depth of facility and size and type of facility.

8 Coordinate all aspects of the positive location of utilities (includes potholing contractor, survey will be provided by
9 the County). (EST 20 potholes)

10 Deliverables: Pothole Location Map and final Pothole Report.

11 **9.0 95% PS&E**

12 **9.1 95% COMPLETE PLANS**

13 Comments from COUNTY for the 65% roadway design submittal shall be reviewed and resolved. This task
14 includes all Civil components including Roadway Improvements, Cross Sections, Storm Drain Improvements, and
15 Signing and Striping. If needed, a meeting with the COUNTY or the review agency shall be held to seek
16 clarification on comments. CONSULTANT shall incorporate these comments into the 95% PS&E.
17 CONSULTANT shall conduct a job walk prior to the completion of the 95% Civil Plans.

18 Deliverable(s): 95% Civil Plans.

19 **9.2 95% SPECIFICATIONS**

20 CONSULTANT shall use Microsoft Word to prepare and edit CALTRANS 2018 Standard Special Provisions
21 (SSP) for Civil Roadway work at this submittal. In the specifications, each item of work shall include a method of
22 measurement and payment. Specification documents, including technical specifications, shall be provided on
23 compact disc in Microsoft Word format as well as in PDF.

24 Deliverables: Edited CALTRANS Standard Special Provisions

25 **9.3 95% ENGINEER'S ESTIMATE**

26 Quantity calculation and construction cost estimates in Microsoft Excel format with a contingency directed by
27 COUNTY shall be prepared. At the 95% completion level, the PS&E is considered substantially complete and
28 ready for bid.

1 Deliverables: Quantities and Cost Estimates

2 **9.4 95% RETAINING WALL PS&E (OPTIONAL)**

3 Retaining wall plans receive a general progress update to the 95% completion level. Cost estimate is updated
4 and specifications are prepared.

5 Deliverables: 95% Retaining Wall Plans, Specifications, and Estimate

6 **9.5 95% BRIDGE IMPROVEMENT PS&E (OPTIONAL)**

7 Response to all agencies' review comments for the 65% submittal for the extension of the two culverts on
8 Harrison Street shall be prepared and included in this submittal. ENGINEER shall use Microsoft Word to prepare
9 and edit CALTRANS 2018 Standard Special Provisions (SSP) for structure work at this submittal. The design
10 team shall prepare a list of CALTRANS standard bridge pay items for bridge construction. Design quantity
11 calculations shall be performed using standard CALTRANS and COUNTY forms and cost estimate summary
12 sheets. Item unit prices shall be adjusted using Contract Cost Data Book published by CALTRANS. The plans
13 shall be updated per independent checker's comments.

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

16 **10.0 FINAL DRAINAGE REPORT**

17 The preliminary hydrology and hydraulic calculations shall be updated based on the 95% storm drain plans. It
18 consists of hydrology calculations, hydrology map, street depth of flow calculations for the 10-year and 100-year
19 storm flows and hydraulic calculations in support of the 24 culverts and inlet risers.

20 Deliverables: Final Drainage Report

21 **11.0 NPDES / WATER QUALITY**

22 A NPDES/Stormwater Quality Memorandum shall be prepared in support of the trail project. It is assumed that a
23 WQMP will not be required.

24 Deliverables: NPDES/Stormwater Quality Memorandum

25 **12.0 100% / FINAL PS&E**

26 **12.1 100% CIVIL PS&E**

27 CONSULTANT shall incorporate the COUNTY's review comments of the 95% Roadway PS&E, and compile and
28 submit final roadway and trail PS&E packages per COUNTY requirements. The final plans are to be plotted on

1 “Arch D” size Mylar. CONSULTANT shall prepare the notice inviting bids and technical specifications by utilizing
2 the COUNTY’s Boiler Plate documents. In the specifications, each item of work shall include a method of
3 measurement and payment. Specification documents, including technical specifications, shall be provided on
4 compact disc in Microsoft Word format as well as in PDF. The Engineer’s estimate shall be provided in Microsoft
5 Excel format as well as in PDF.

6 The Final PS&E shall include organized Resident Engineer (RE) Pending File, which contains construction related
7 documents and information through the various project development phases for the roadway work. The RE
8 Pending File shall include as-built plans, geotechnical reports, and special instructions for the field Resident
9 Engineer, and COUNTY Inspectors.

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

11 **12.2 100% STRUCTURE PS&E (OPTIONAL)**

12 CONSULTANT shall incorporate the COUNTY’s review comments of the 95% Bridge PS&E, and compile and
13 submit final bridge PS&E packages per COUNTY requirements. The final plans are to be plotted on “Arch D” size
14 Mylar. Specification documents, including technical specifications, shall be provided on compact disc in Microsoft
15 Word format as well as in PDF. The Engineer’s estimate shall be provided in Microsoft Excel format as well as in
16 PDF.

17 Deliverable(s): Final Signed Bridge Plans, Specifications and Estimates

18 **PHASE III – CONSTRUCTION BIDDING AND AWARD SUPPORT**

19 **13.0 BID SUPPORT PROJECT FILES**

20 CONSULTANT shall provide calculations for the NPDES Memorandum, Caltrans forms for the DBE Goals and
21 supply PS&E documents to COUNTY for the purpose of advertising and bidding. Deliverables: Bid Support
22 Project Files

23 **14.0 ATTEND PRE-BID MEETING**

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

26 **15.0 BIDDING INTEPRETATIONS, BID REVIEW AND ANALYSIS**

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

1 **PHASE IV – DESIGN SERVICES DURING CONSTRUCTION**

2 **16.0 ADMINISTRATION, RESPOND CONTRACTOR'S RFI'S, AND REVIEW SHOP DRAWINGS AND**
3 **SUBMITTALS**

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

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

9 **17.0 ATTEND A PRE-CONSTRUCTION MEETING AND FIELD VISITS**

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

12 **18.0 PREPARE CONSTRUCTION CHANGE ORDERS**

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

17 **19.0 UTILITY COORDINATION**

18 Coordinate pre-relocation meetings with design, utility inspector, utility owner and project management.

19 Coordinate scheduling of relocation activities through completion of work

20 Resolve conflicting 'discovered' utilities encountered by the Project Contractor (EST 1 unknown utility conflict).

21 Task will include the full service of the utility process; identification of the conflict on project plan sheets, issuance
22 of a conflict notice to the affected utility owner, determination of prior rights, issuance of a Notice to relocate, full
23 coordination activities with owner to include: meetings to determine a relocation plan and strategy to relocate,
24 schedule for relocation, assistance with permitting requirements and replacement rights if necessary.

25 **20.0 PREPARE AS-BUILT PLANS**

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

1 redlined plans.

2 **21.0 CONSTRUCTION STAGE PUBLIC RELATIONS AND GRAPHIC DESIGN**

3 There are specific and unique Public Relations activities that will be done in addition to the above core scope of
4 Task 3 during the construction period. This includes:

5 **21.1 CONSTRUCTION STAGE SUPPORT AND MEETING**

6 a. Help Line and Project Email

7 The Public Relations Team Member staff will establish and monitor a toll-free helpline number during the
8 construction period. In addition, a project email will be made available for stakeholders to reach out with
9 comments, questions and issues. AA staff will monitor both these communication tools and respond accordingly.
10 AA will document the input and responses on a monthly matrix for project team review. All input and responses
11 will be coordinated directly with the County's resident inspector.

12 b. Interactive Mapping/Videography and Photography

13 During construction the Public Relations Team Member staff will use ESRI's GIS software to develop a interactive
14 map that highlights construction staging, progress, detours, construction notices, photography and videography
15 documenting the construction progress. AA has experienced construction photographers and videographers if
16 needed. The ESRI Story Map will be fully integrated on the project webpage and marketed through social media
17 channels to elevate public awareness.

18 c. Construction Meeting

19 In addition to the Design Engineering focused meetings, one (1) meeting will be hosted to serve as a pre-
20 construction meeting to initiate that phase of the work.

21 **21.2 GROUND BREAKING AND RIBBON CUTTING EVENTS (OPTIONAL)**

22 To support the kick-off and the completion of the project construction, AA staff will develop and prepare all the
23 logistics for both a ribbon-cutting and ground-breaking events. These events will be held outside at the site of the
24 project. The Public Relations Team Member staff will develop all site, notification, implementation and
25 documentation planning activities needed.

1 the completion of the aforesaid work. When such delay occurs, CONSULTANT shall promptly notify
2 COUNTY in writing of the cause and of the extent of the delay whereupon COUNTY shall ascertain the
3 facts and the extent of the delay and grant an extension of time for the completion of the work when, in
4 COUNTY's judgment, their findings of fact justify such an extension of time.

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

7 **E. FINAL ACCEPTANCE**

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

ARTICLE CI • INTRODUCTION

Satisfactory performance and completion of the Services under this Agreement shall be compensated based upon 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, FEES, 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 *Ninety-Seven Thousand Five Hundred Twenty Dollars and Forty-Eight Cents (\$97,520.48)*.

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	\$0.585	Mile	\$877.50
Printing, Plotting & Copies		Actual Cost	\$3,000
Mailing and Delivery		Actual Cost	\$300

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	\$96.61	hour
Project Manager	\$67.68	hour
Lead Roadway Engineer	\$67.68	hour
Lead Structures Engineer	\$69.68	hour
Design Engineer III	\$48.00	hour
Sr. CADD Designer	\$43.41	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

1 otherwise available for use by the CONSULTANT and subcontractors, the CONSULTANT and subcontractors
2 shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the
3 employees in question.

4 **ARTICLE CIV • INVOICING**

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

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

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

17 **ARTICLE CV • PAYMENT**

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

20 **ARTICLE CVI • COST PROPOSAL**

21 The following cost proposal worksheets reflect the negotiated targeted contract amounts. The cost proposal will
22 serve as a guideline and reference document during the execution of this contract. The total amount of the contract
23 is not to exceed *One Million Eight Hundred Twenty-Seven Thousand Eight Hundred Seventy-Five Dollars and*
24 *Eighty-Six Cents (\$1,827,875.86)*. Reimbursement is to be made at actual cost plus fixed fee, however, billing
25 shall not exceed the rates provided in Section B above. In the event a contingency budget is provided, COUNTY
26 shall hold such contingency in reserve for unforeseen Extra Work that may arise during the performance of this
27 agreement. Contingency budget shall only be used at the discretion of the COUNTY's Contract Administrator, and
28 with prior written authorization by the COUNTY's Contract Administrator in the form of an Administrative Budget
29 Modification as required by the COUNTY's Consulting Services Manual. Contingency budgets are not allowed for

1 services that are paid in whole or in part with federal-aid funding.

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Thermal and Oasis Communities Trail and Sidewalk Project ATPSB1L-5956(273) F

June 22, 2022

COMPANIES	PHASE I	PHASE II	PHASE III	PHASE IV	TOTAL
CNS Engineers, Inc. Prime	\$ 382,896.20	\$ 616,861.65	\$ 9,028.04	\$ 68,116.93	\$ 1,076,902.82
Aguilar Consulting, Inc. Drainage Studies and Drainage Design	\$ 47,858.08	\$ 47,110.81	\$ 2,152.28	\$ 11,760.76	\$ 108,881.93
Group Delta Consultant, Inc. Geotechnical Engineering and Studies	\$ 82,708.56				\$ 82,708.56
KOA Corporation Pierce St. Design & Tr. Eng.	\$ 103,340.09	\$ 144,585.88	\$ 9,461.09	\$ 25,926.76	\$ 283,313.82
Overland Pacific and Cutler LLC (OPC) Utility Coordination and R/W Assistance	\$ 23,437.79	\$ 69,916.97		\$ 11,650.45	\$ 105,005.21
Arellano Associates Public Outreach	\$ 115,261.98			\$ 55,801.55	\$ 171,063.52
TOTAL	\$ 755,502.70	\$ 878,475.31	\$ 20,641.41	\$ 173,256.45	\$ 1,827,875.86

- 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: Thermal and Oasis Communities Trail and Sidewalk Project ATPSB1L-5956(273) PPNO 1253		DATE: June 22, 2022

DIRECT LABOR

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
James J. Lu	PIC/Senior Project Manager	214	@	\$96.61	\$20,674.54
Steve Hosford	Project Manager	1,566	@	\$67.68	\$105,986.88
	Senior Bridge Engineer	468	@	\$69.68	\$32,610.24
	Design Engineer III	1,896	@	\$48.00	\$91,008.00
	Sr. CAD Designer	2,048	@	\$43.44	\$88,965.12
	Project Engineer (Bridge)	456	@	\$52.24	\$23,821.44
	Design Engineer I (Bridge)	176	@	\$40.48	\$7,124.48

TOTAL HOURS: **6,824** TOTAL AMOUNT: **\$370,190.70**

MULTIPLIERS

ESCALATION @	1.50%	(Rates Vary by Phase)	\$5,552.86
OVERHEAD @	102.64%	(of Direct Labor + Escalation)	\$385,663.19
PAYROLL ADDITIVES @	56.90%	(of Direct Labor + Escalation)	\$213,798.09
PROFIT (FIXED FEE)	10.0%		\$97,520.48
TOTAL MULTIPLIERS			\$702,534.62

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT		UNIT COST	AMOUNT
Mileage	1500	Miles	@	\$0.59	\$877.50
Reproduction	1	LS	@	\$3,000.00	\$3,000.00
Mailing and Delivery	1	LS	@	\$300.00	\$300.00

TOTAL ODC'S **\$4,177.50**

SUB CONSULTANT SERVICES

COMPANY	LABOR	MULTIPLIERS	ODC's	TOTAL
Aguilar Consulting, Inc.	\$43,238.30	\$64,561.03	\$1,082.60	\$108,881.93
Group Delta Consultant, Inc.	\$18,731.96	\$34,676.60	\$29,300.00	\$82,708.56
KOA Corporation	\$105,217.40	\$177,803.92	\$292.50	\$283,313.82
Overland Pacific and Cutler LLC (OPC)	\$30,907.68	\$49,807.53	\$24,290.00	\$105,005.21
Arellano Associates	\$60,338.00	\$88,025.17	\$22,700.35	\$171,063.52

TOTAL SUBCONSULTANT SERVICES **\$750,973.04**

GRAND TOTAL **\$1,827,875.86**

FEE PROPOSAL WORKSHEET

COMPANY CNS Engineers, Inc.	SCOPE OF WORK Preliminary Engineering	PHASE Phase I
PROJECT Thermal and Oasis Communities Trail and Sidewalk Project ATPSB1L-5956(273) PPNO 1253		DATE June 22, 2022

DIRECT LABOR

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
James J. Lu	PIC/Senior Project Manager	214	@	\$96.61	\$20,674.54
Steve Hosford	Project Manager	732	@	\$67.68	\$49,541.76
	Senior Bridge Engineer	194	@	\$69.68	\$13,517.92
	Design Engineer III	456	@	\$48.00	\$21,888.00
	Sr. CAD Designer	416	@	\$43.44	\$18,071.04
	Project Engineer (Bridge)	134	@	\$52.24	\$7,000.16
	Design Engineer I (Bridge)			\$40.48	

TOTAL HOURS **2,146** TOTAL AMOUNT **\$130,693.42**

MULTIPLIERS

ESCALATION @	1.50%	(of Direct Labor)	\$1,960.40
OVERHEAD @	102.64%	(of Direct Labor + Escalation)	\$136,155.88
PAYROLL ADDITIVES @	56.90%	(of Direct Labor + Escalation)	\$75,480.02
PROFIT (FIXED FEE)	10.0%		\$34,428.97
TOTAL MULTIPLIERS			\$248,025.28

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT		UNIT COST	AMOUNT
Mileage	1500	Miles	@	\$0.59	\$877.50
Reproduction	1	LS	@	\$3,000.00	\$3,000.00
Mailing and Delivery	1	LS	@	\$300.00	\$300.00

TOTAL ODC'S **\$4,177.50**

SUB CONSULTANT SERVICES

COMPANY	LABOR	MULTIPLIERS	ODC's	TOTAL
Aguilar Consulting, Inc.	\$18,761.64	\$28,013.84	\$1,082.60	\$47,858.08
Group Delta Consultant, Inc	\$18,731.96	\$34,676.60	\$29,300.00	\$82,708.56
KOA Corporation	\$38,309.48	\$64,738.11	\$292.50	\$103,340.09
Overland Pacific and Cutler LLC (OPC)	\$8,974.86	\$14,462.93		\$23,437.79
Arellano Associates	\$37,644.00	\$54,917.63	\$22,700.35	\$115,261.98

TOTAL SUBCONSULTANT SERVICES **\$372,606.50**

TOTAL \$755,502.70

FEE PROPOSAL WORKSHEET

COMPANY: CNS Engineers, Inc.	SCOPE OF WORK: Plans, Specs & Estimates	PHASE: Phase II
PROJECT: Thermal and Oasis Communities Trail and Sidewalk Project ATPSB1L-5956(273) PPNO 1253		DATE: June 22, 2022

DIRECT LABOR

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
James J Lu	PIC/Senior Project Manager			\$96.61	
Steve Hosford	Project Manager	666	@	\$67.68	\$45,074.88
	Senior Bridge Engineer	188	@	\$69.68	\$13,099.84
	Design Engineer III	1,388	@	\$48.00	\$66,624.00
	Sr. CAD Designer	1,522	@	\$43.44	\$66,115.68
	Project Engineer (Bridge)	284	@	\$52.24	\$14,836.16
	Design Engineer I (Bridge)	176	@	\$40.48	\$7,124.48

TOTAL HOURS **4,224** TOTAL AMOUNT **\$212,875.04**

MULTIPLIERS

ESCALATION @	1.50%	(of Direct Labor)	\$3,193.13
OVERHEAD @	102.64%	(of Direct Labor + Escalation)	\$221,772.37
PAYROLL ADDITIVES @	56.90%	(of Direct Labor + Escalation)	\$122,942.79
PROFIT (FIXED FEE)	10.0%		\$56,078.33
TOTAL MULTIPLIERS			\$403,986.61

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Mileage		Miles	\$0.59	
Reproduction		LS	\$3,000.00	
Mailing and Delivery		LS	\$300.00	

TOTAL ODC'S

SUB CONSULTANT SERVICES

COMPANY	LABOR	MULTIPLIERS	ODC's	TOTAL
Aguilar Consulting, Inc.	\$18,896.14	\$28,214.67		\$47,110.81
Group Delta Consultant, Inc.				
KOA Corporation	\$53,751.96	\$90,833.92		\$144,585.88
Overland Pacific and Cutler LLC (OPC)	\$17,471.60	\$28,155.37	\$24,290.00	\$69,916.97
Arellano Associates				

TOTAL SUBCONSULTANT SERVICES **\$261,613.66**

TOTAL \$878,475.31

FEE PROPOSAL WORKSHEET

COMPANY: CNS Engineers, Inc.	SCOPE OF WORK: Bid Support	PHASE: Phase III
PROJECT: Thermal and Oasis Communities Trail and Sidewalk Project ATPSB1L-5956(273) PPNO 1253		DATE: June 22, 2022

DIRECT LABOR

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
James J. Lu	PIC/Senior Project Manager			\$96.61	
Steve Hosford	Project Manager	28	@	\$67.68	\$1,895.04
	Senior Bridge Engineer	4	@	\$69.68	\$278.72
	Design Engineer III	16	@	\$48.00	\$768.00
	Sr. CAD Designer	4	@	\$43.44	\$173.76
	Project Engineer (Bridge)			\$52.24	
	Design Engineer I (Bridge)			\$40.48	

TOTAL HOURS: **52** TOTAL AMOUNT: **\$3,115.52**

MULTIPLIERS

ESCALATION @	1.50%	(of Direct Labor)	\$46.73
OVERHEAD @	102.64%	(of Direct Labor + Escalation)	\$3,245.74
PAYROLL ADDITIVES @	56.90%	(of Direct Labor + Escalation)	\$1,799.32
PROFIT (FIXED FEE)	10.0%		\$820.73

TOTAL MULTIPLIERS: **\$5,912.52**

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Mileage		Miles	\$0.59	
Reproduction		LS	\$3,000.00	
Mailing and Delivery		LS	\$300.00	

TOTAL ODC'S:

SUB CONSULTANT SERVICES

COMPANY	LABOR	MULTIPLIERS	ODC's	TOTAL
Aguilar Consulting, Inc.	\$863.28	\$1,289.00		\$2,152.28
Group Delta Consultant, Inc.				
KOA Corporation	\$3,517.30	\$5,943.79		\$9,461.09
Overland Pacific and Cutler LLC (OPC)				
Arellano Associates				

TOTAL SUBCONSULTANT SERVICES: **\$11,613.37**

TOTAL **\$20,641.41**

FEE PROPOSAL WORKSHEET

COMPANY CNS Engineers, Inc.	SCOPE OF WORK Construction Support	PHASE Phase IV
PROJECT: Thermal and Oasis Communities Trail and Sidewalk Project ATPSB1L-5956(273) PPNO 1253		DATE June 22, 2022

DIRECT LABOR

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
James J. Lu	PIC/Senior Project Manager			\$96.61	
Steve Hosford	Project Manager	140	@	\$67.68	\$9,475.20
	Senior Bridge Engineer	82	@	\$69.68	\$5,713.76
	Design Engineer III	36	@	\$48.00	\$1,728.00
	Sr. CAD Designer	106	@	\$43.44	\$4,604.64
	Project Engineer (Bridge)	38	@	\$52.24	\$1,985.12
	Design Engineer I (Bridge)			\$40.48	

TOTAL HOURS: **402** TOTAL AMOUNT: **\$23,506.72**

MULTIPLIERS

ESCALATION @	1.50%	(of Direct Labor)	\$352.60
OVERHEAD @	102.64%	(of Direct Labor + Escalation)	\$24,489.21
PAYROLL ADDITIVES @	56.90%	(of Direct Labor + Escalation)	\$13,575.95
PROFIT (FIXED FEE)	10.0%		\$6,192.45
TOTAL MULTIPLIERS			\$44,610.21

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Mileage		Miles	\$0.59	
Reproduction		LS	\$3,000.00	
Mailing and Delivery		LS	\$300.00	

TOTAL ODC'S

SUB CONSULTANT SERVICES

COMPANY	LABOR	MULTIPLIERS	ODC's	TOTAL
Aguilar Consulting, Inc.	\$4,717.24	\$7,043.52		\$11,760.76
Group Delta Consultant, Inc.				
KOA Corporation	\$9,638.66	\$16,288.10		\$25,926.76
Overland Pacific and Cutler LLC (OPC)	\$4,461.22	\$7,189.23		\$11,650.45
Arellano Associates	\$22,694.00	\$33,107.55		\$55,801.55

TOTAL SUBCONSULTANT SERVICES: **\$105,139.52**

TOTAL **\$173,256.45**

MANHOURLY WORKSHEET

COMPANY:

CNS Engineers, Inc.

SCOPE OF WORK:

Manhour Summary

PHASE:

All Phases

PROJECT:

Thermal and Oasis Communities Trail and Sidewalk Project ATPSB1L-5956(273) PPNO 1253

DATE:

June 22, 2022

TASK	PC SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR BRIDGE ENGINEER	DESIGN ENGINEER III	SR. CAD DESIGNER	PROJECT ENGINEER (BRIDGE)	DESIGN ENGINEER (BRIDGE)	HOURS	HOURS
	\$275.82	\$193.22	\$198.93	\$137.04	\$124.02	\$149.14	\$115.57	6,824	6,824
	214	1,566	468	1,896	2,048	456	176		
PHASE I	214	732	194	456	416	134		2,146	2,146
PHASE II		666	188	1,388	1,522	284	176	4,224	4,224
PHASE III		28	4	16	4			52	52
PHASE IV		140	82	36	106	38		402	402

PHASE TOTALS

TASK	HOURS
PHASE I	2,146
PHASE II	4,224
PHASE III	52
PHASE IV	402

PHASE TOTALS

TASK	HOURS
PHASE I	
PHASE II	
PHASE III	
PHASE IV	

MANHOUR WORKSHEET

COMPANY
CNS Engineers, Inc.

PROJECT

Thermal and Oasis Communities Trail and Sidewalk Project ATPSB1L-5956(273) PPNO 1253

SCOPE OF WORK

Preliminary Engineering

PHASE

Phase I

DATE

June 22, 2022

TASK	PROJECT MANAGER	SENIOR PROJECT MANAGER	SENIOR BRIDGE ENGINEER	DESIGN ENGINEER III	SR. CAD DESIGNER	PROJECT ENGINEER (BRIDGE)	DESIGN ENGINEER I (BRIDGE)	HOURS	COST

\$275.82 \$193.22 \$158.93 \$137.04 \$124.02 \$74.14 \$115.57

Total Manhours

214 732 194 456 416 134 2,146

TASK	PROJECT MANAGER	SENIOR PROJECT MANAGER	SENIOR BRIDGE ENGINEER	DESIGN ENGINEER III	SR. CAD DESIGNER	PROJECT ENGINEER (BRIDGE)	DESIGN ENGINEER I (BRIDGE)	HOURS	COST
1.0 Project Management	108	220						328	\$ 72,297
1.1 Project Team Meetings, Coordination, Schedule	72	144	36	36				288	\$ 59,778
1.2 Quality Control / Quality Assurance	26	64	16	12				106	\$ 22,720
2.0 Collect and Review Existing Info								12	\$ 1,644
2.1 Field Reviews		16	8	16				40	\$ 6,876
2.2 Preliminary Utility Investigations		8	4					12	\$ 2,094
2.3 Geotechnical Design Report									
2.4 Geotechnical Foundation Report (OPTIONAL)									
2.5 Preliminary Hydraulics and Hydrology and Drainage Engineering									
2.5A Hydraulics Study - channel for Bridge Improvements (OPTIONAL)									
2.6 Bridge Type Selection Report (OPTIONAL)				86	80	134		300	\$ 47,015
2.7 Alignment Confirmation Study	8	48	48	48				152	\$ 27,608
2.8 Construction and Right of Way Cost Analysis		8	16					24	\$ 3,738
2.9 30% Complete Plans		116	272	288				676	\$ 95,405
2.10 30% Cost Estimate		16	32					48	\$ 7,477
2.11 Project Memorandum and Environmental Technical Support		12						12	\$ 2,319
2.12 Advisory and Mandatory Fact Sheets		24						24	\$ 4,637
3.1 Design Stage Public Relations Support and Graphic Design		12	12					24	\$ 3,963
3.2 Public Meeting and Pop-Ups									
4.0 Engineering Technical Support for Environmental Document		8	8					16	\$ 2,642
5.0 Preliminary Right of Way Requirements Map		36		48				84	\$ 12,909

MANHOOR WORKSHEET

COMPANY:

CNS Engineers, Inc.

SCOPE OF WORK:

Plans, Specs & Estimates Phase II

PHASE:

Phase II
DATE: **June 22, 2022**

PROJECT:

Thermal and Oasis Communities Trail and Sidewalk Project ATPSB1L-6956(273) PPNO 1253

TASK	PROJECT MANAGER	SENIOR PROJECT MANAGER	SENIOR BRIDGE ENGINEER	DESIGN ENGINEER III	SR. CAD DESIGNER	PROJECT ENGINEER (BRIDGE)	DESIGN ENGINEER I (BRIDGE)	HOURS	COST
	666	188	1,388	1,522	284	176		4,224	

\$275.02 \$193.22 \$198.93 \$137.04 \$124.02 \$149.14 \$115.57

Total Manhours

666 188 1,388 1,522 284 176 4,224

6.1 65% Trail and Roadway Improvement Plans	176		416	384				976	\$ 138,638
6.2 65% Storm Drain Improvement Plans									
6.3 65% Signing and Striping Plans	32		72	72				176	\$ 24,979
6.4 65% Cross Section	88		200	192				480	\$ 68,223
6.5 65% Utility Plans	16		24	32				72	\$ 10,349
6.6 65% Retaining Wall Plans (OPTIONAL)	16		32	32				80	\$ 11,445
6.7 65% Engineer's Estimate	8		24					32	\$ 4,835
6.8 65% Bridge Improvement Plans and Estimate (OPTIONAL)		94		100	142			336	\$ 52,280
6.9 Structure Independent Check (OPTIONAL)						176		176	\$ 20,340
7.0 Final Right of Way Requirements Map	18			32				50	\$ 7,447
8.1 Final Design Utility Coordination	8							8	\$ 1,546
8.2 Utility Potholing (OPTIONAL)	12			18				30	\$ 4,551
9.1 95% Complete Plans	144		344	320				808	\$ 114,651
9.2 95% Complete Specifications	24		8					32	\$ 5,734
9.3 95% Engineer's Estimate	12		12					24	\$ 3,963
9.4 95% Retaining Wall PS&E (OPTIONAL)	8		16	16				40	\$ 5,723
9.5 95% Bridge Improvement PS&E (OPTIONAL)		81		86	122			289	\$ 44,974
10.0 Final Drainage Report									
11.0 NPDES/Water Quality									
12.1 100% Final Civil PS&E	104		240	224				568	\$ 80,764

SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY: Aguilar Consulting, Inc.	SCOPE OF WORK Drainage Studies and Drainage Design	PHASE All Phases
PROJECT: Thermal and Oasis Communities Trail and Sidewalk Project ATPSB1L-5956(273) PPNO 1253		DATE: June 22, 2022

DIRECT LABOR

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Ceazar Aguilar	Project Manager	295	@ \$71.94	\$21,222.30
Chris Aguilar	Design Engineer	688	@ \$32.00	\$22,016.00
		TOTAL HOURS	983	AL DIRECT LABOR \$43,238.30

MULTIPLIERS

ESCALATION @	1.50%	(Rates Vary by Phase)	\$648.57
OVERHEAD @	123.30%	(of Direct Labor + Escalation)	\$54,112.52
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$9,799.94
TOTAL MULTIPLIERS			\$64,561.03

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Reproduction	1	LS @	\$531.60	\$531.60
Mailing and Overnight Delivery	1	LS @	\$200.00	\$200.00
Travel	600	Miles @	\$0.59	\$351.00

TOTAL ODC'S \$1,082.60

TOTAL \$108,881.93

SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY: Aguilar Consulting, Inc.	SCOPE OF WORK: Drainage Studies and Drainage Design	PHASE: Phase I
PROJECT: Thermal and Oasis Communities Trail and Sidewalk Project ATPSB1L-5956(273) PPNO 1253		DATE: June 22, 2022

DIRECT LABOR

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Ceazar Aguilar	Project Manager	106	@ \$71.94	\$7,625.64
Chris Aguilar	Design Engineer	348	@ \$32.00	\$11,136.00
		TOTAL HOURS	454	AL DIRECT LABOR
				\$18,761.64

MULTIPLIERS

ESCALATION @	1.50%	(of Direct Labor)	\$281.42
OVERHEAD @	123.30%	(of Direct Labor + Escalation)	\$23,480.10
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$4,252.32
TOTAL MULTIPLIERS			\$28,013.84

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Reproduction	1	LS @	\$531.60	\$531.60
Mailing and Overnight Delivery	1	LS @	\$200.00	\$200.00
Travel	600	Miles @	\$0.59	\$351.00
TOTAL ODC'S				\$1,082.60

TOTAL **\$47,858.08**

SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY: Aguilar Consulting, Inc.	SCOPE OF WORK Drainage Studies and Drainage Design	PHASE Phase III
PROJECT Thermal and Oasis Communities Trail and Sidewalk Project ATPSB1L-5956(273) PPNO 1253		DATE June 22, 2022

DIRECT LABOR

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Ceazar Aguilar	Project Manager	12	@ \$71.94	\$863.28
Chris Aguilar	Design Engineer		\$32.00	
		TOTAL HOURS	12	AL DIRECT LABOR
				\$863.28

MULTIPLIERS

ESCALATION @	1.50%	(of Direct Labor)	\$12.95
OVERHEAD @	123.30%	(of Direct Labor + Escalation)	\$1,080.39
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$195.66
TOTAL MULTIPLIERS			\$1,289.00

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Reproduction		LS	\$531.60	
Mailing and Overnight Delivery		LS	\$200.00	
Travel		Miles	\$0.59	

TOTAL ODC'S

TOTAL **\$2,152.28**

SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY: Aguilar Consulting, Inc.	SCOPE OF WORK: Drainage Studies and Drainage Design	PHASE: Phase IV
PROJECT: Thermal and Oasis Communities Trail and Sidewalk Project ATPSB1L-5956(273) PPNO 1253		DATE: June 22, 2022

DIRECT LABOR

PERSONNEL	POSITION	HOURS	RATE	AMOUNT	
Ceazar Aguilar	Project Manager	46	@ \$71.94	\$3,309.24	
Chris Aguilar	Design Engineer	44	@ \$32.00	\$1,408.00	
		TOTAL HOURS	90	AL DIRECT LABOR	\$4,717.24

MULTIPLIERS

ESCALATION @	1.50%	(of Direct Labor)	\$70.76
OVERHEAD @	123.30%	(of Direct Labor + Escalation)	\$5,903.60
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$1,069.16
TOTAL MULTIPLIERS			\$7,043.52

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Reproduction		LS	\$531.60	
Mailing and Overnight Delivery		LS	\$200.00	
Travel		Miles	\$0.59	

TOTAL ODC'S

TOTAL **\$11,760.76**

SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY: Group Delta Consultants, Inc.	SCOPE OF WORK: Geotechnical Engineering and Studies	PHASE: All Phases
PROJECT: Thermal and Oasis Communities Trail and Sidewalk Project ATPSB1L-5956(273) PPNO 1253		DATE: June 22, 2022

DIRECT LABOR

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
Curt Sheyhing	Principal Engineer, Project Manager	64	@	\$71.81	\$4,595.84
	Associate Engineer	24	@	\$68.09	\$1,634.16
	Senior Engineer			\$55.96	
	Project Engineer			\$43.83	
	Staff Engineer	192	@	\$35.33	\$6,783.36
	Technical Geotech Lab	130	@	\$33.48	\$4,352.40
	CADD	36	@	\$37.95	\$1,366.20
TOTAL HOURS		446		AL DIRECT LABOR	\$18,731.96

MULTIPLIERS

ESCALATION @	(Rates Vary by Phase)	
OVERHEAD @	159.20% (of Direct Labor + Escalation)	\$29,821.28
PAYROLL ADDITIVES @	(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%	\$4,855.32
TOTAL MULTIPLIERS		\$34,676.60

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT		UNIT COST	AMOUNT
Mileage and Field Supplies	1	EA	@	\$800.00	\$800.00
Geophysical Utility Clearance	1	EA	@	\$2,000.00	\$2,000.00
Driller (2 days)	1	EA	@	\$10,000.00	\$10,000.00
CPT (1 day)	1	EA	@	\$6,000.00	\$6,000.00
Drum Disposal	1	EA	@	\$3,000.00	\$3,000.00
(OPTIONAL FR) Mileage and Field Supplies	1	EA	@	\$200.00	\$200.00
(OPTIONAL FR) Geophysical Utility Clearance	1	EA	@	\$800.00	\$800.00
(OPTIONAL FR) Driller (1 day)	1	EA	@	\$5,000.00	\$5,000.00
(OPTIONAL FR) Drum Disposal	1	EA	@	\$1,500.00	\$1,500.00

TOTAL ODC'S **\$29,300.00**

TOTAL **\$82,708.56**

SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY: Group Delta Consultants, Inc.	SCOPE OF WORK: Geotechnical Engineering and Studies	PHASE: Phase I
PROJECT: Thermal and Oasis Communities Trail and Sidewalk Project ATPSB1L-5956(273) PPNO 1253		DATE: June 22, 2022

DIRECT LABOR

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
Curt Sheyhing	Principal Engineer, Project Manager	64	@	\$71.81	\$4,595.84
	Associate Engineer	24	@	\$68.09	\$1,634.16
	Senior Engineer			\$55.96	
	Project Engineer			\$43.83	
	Staff Engineer	192	@	\$35.33	\$6,783.36
	Technical Geotech Lab	130	@	\$33.48	\$4,352.40
	CADD	36	@	\$37.95	\$1,366.20
TOTAL HOURS		446		AL DIRECT LABOR	\$18,731.96

MULTIPLIERS

ESCALATION @		(of Direct Labor)	
OVERHEAD @	159.20%	(of Direct Labor + Escalation)	\$29,821.28
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$4,855.32
TOTAL MULTIPLIERS			\$34,676.60

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT		UNIT COST	AMOUNT
Mileage and Field Supplies	1	EA	@	\$800.00	\$800.00
Geophysical Utility Clearance	1	EA	@	\$2,000.00	\$2,000.00
Driller (2 days)	1	EA	@	\$10,000.00	\$10,000.00
CPT (1 day)	1	EA	@	\$6,000.00	\$6,000.00
Drum Disposal	1	EA	@	\$3,000.00	\$3,000.00
(OPTIONAL FR) Mileage and Field Supplies	1	EA	@	\$200.00	\$200.00
(OPTIONAL FR) Geophysical Utility Clearance	1	EA	@	\$800.00	\$800.00
(OPTIONAL FR) Driller (1 day)	1	EA	@	\$5,000.00	\$5,000.00
(OPTIONAL FR) Drum Disposal	1	EA	@	\$1,500.00	\$1,500.00

TOTAL ODC'S \$29,300.00

TOTAL \$82,708.56

SUBCONSULTANT MANHOUR WORKSHEET SUMMARY

COMPANY: Group Delta Consultants, Inc.	SCOPE OF WORK: Geotechnical Engineering and Studies	PHASE: All Phases
PROJECT: Thermal and Oasis Communities Trail and Sidewalk Project ATPSB1L-5956(273) PPNO 1253		DATE: June 22, 2022

TASK	PRINCIPAL ENGINEER, PROJECT MANAGER	ASSOCIATE ENGINEER	SENIOR ENGINEER	PROJECT ENGINEER	STAFF ENGINEER	TECHNICAL GEOTECH LAB	CADD	HOURS
	\$204.74	\$194.14	\$159.55	\$124.97	\$100.73	\$95.46	\$108.20	
	64	24		192	130	36		446

PHASE TOTALS

PHASE I	64	24	192	130	36		446
PHASE II							
PHASE III							
PHASE IV							

SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY KOA Corporation	SCOPE OF WORK Pierce St. Design & Tr. Eng.	PHASE All Phases
PROJECT Thermal and Oasis Communities Trail and Sidewalk Project ATPSB1L-5956(273) PPNO 1253		DATE: June 22, 2022

DIRECT LABOR

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
Chuck Stephan	Principal Engineer	84	@	\$104.65	\$8,790.60
	Senior Engineer II	254	@	\$73.34	\$18,628.36
	Associate Engineer I	572	@	\$53.39	\$30,539.08
	Associate Engineer II	812	@	\$40.68	\$33,032.16
	Associate Designer	456	@	\$31.20	\$14,227.20
TOTAL HOURS		2,178		AL DIRECT LABOR	\$105,217.40

MULTIPLIERS

ESCALATION @	1.50%	(Rates Vary by Phase)	\$1,578.26
OVERHEAD @	140.92%	(of Direct Labor + Escalation)	\$150,496.45
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$25,729.21
TOTAL MULTIPLIERS			\$177,803.92

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT		UNIT COST	AMOUNT
Mileage	500	Miles	@	\$0.59	\$292.50
TOTAL ODC'S					\$292.50

TOTAL **\$283,313.82**

SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY: KOA Corporation	SCOPE OF WORK: Pierce St. Design & Tr. Eng.	PHASE: Phase I
PROJECT Thermal and Oasis Communities Trail and Sidewalk Project ATPSB1L-5956(273) PPNO 1253		DATE: June 22, 2022

DIRECT LABOR

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
Chuck Stephan	Principal Engineer	34	@	\$104.65	\$3,558.10
	Senior Engineer II	84	@	\$73.34	\$6,160.56
	Associate Engineer I	206	@	\$53.39	\$10,998.34
	Associate Engineer II	276	@	\$40.68	\$11,227.68
	Associate Designer	204	@	\$31.20	\$6,364.80
TOTAL HOURS		804		AL DIRECT LABOR	\$38,309.48

MULTIPLIERS

ESCALATION @	1.50%	(of Direct Labor)	\$574.64
OVERHEAD @	140.92%	(of Direct Labor + Escalation)	\$54,795.51
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$9,367.96
TOTAL MULTIPLIERS			\$64,738.11

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT		UNIT COST	AMOUNT
Mileage	500	Miles	@	\$0.59	\$292.50
TOTAL ODC'S					\$292.50

TOTAL **\$103,340.09**

SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY: KOA Corporation	SCOPE OF WORK: Pierce St. Design & Tr. Eng.	PHASE: Phase II
PROJECT: Thermal and Oasis Communities Trail and Sidewalk Project ATPSB1L-5956(273) PPNO 1253		DATE: June 22, 2022

DIRECT LABOR

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
Chuck Stephan	Principal Engineer	38	@	\$104.65	\$3,976.70
	Senior Engineer II	122	@	\$73.34	\$8,947.48
	Associate Engineer I	270	@	\$53.39	\$14,415.30
	Associate Engineer II	456	@	\$40.68	\$18,550.08
	Associate Designer	252	@	\$31.20	\$7,862.40
TOTAL HOURS		1,138		AL DIRECT LABOR	\$53,751.96

MULTIPLIERS

ESCALATION @	1.50%	(of Direct Labor)	\$806.28
OVERHEAD @	140.92%	(of Direct Labor + Escalation)	\$76,883.47
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$13,144.17
TOTAL MULTIPLIERS			\$90,833.92

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Mileage		Miles	\$0.59	

TOTAL ODC'S

TOTAL **\$144,585.88**

SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY KOA Corporation	SCOPE OF WORK Pierce St. Design & Tr. Eng.	PHASE Phase IV
PROJECT Thermal and Oasis Communities Trail and Sidewalk Project ATPSB1L-5956(273) PPNO 1253		DATE June 22, 2022

DIRECT LABOR

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
Chuck Stephan	Principal Engineer	6	@	\$104.65	\$627.90
	Senior Engineer II	38	@	\$73.34	\$2,786.92
	Associate Engineer I	80	@	\$53.39	\$4,271.20
	Associate Engineer II	48	@	\$40.68	\$1,952.64
	Associate Designer			\$31.20	
TOTAL HOURS		172		AL DIRECT LABOR	\$9,638.66

MULTIPLIERS

ESCALATION @	1.50%	(of Direct Labor)	\$144.58
OVERHEAD @	140.92%	(of Direct Labor + Escalation)	\$13,786.54
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$2,356.98
TOTAL MULTIPLIERS			\$16,288.10

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Mileage		Miles	\$0.59	
TOTAL ODC'S				

TOTAL **\$25,926.76**

SUBCONSULTANT MANHOUR WORKSHEET SUMMARY

COMPANY: KOA Corporation	SCOPE OF WORK: Pierce St. Design & Tr. Eng.	PHASE: All Phases
PROJECT: Thermal and Oasis Communities Trail and Sidewalk Project ATPSB1L-5956(273) PPNO 1253		DATE: June 22, 2022

TASK	PRINCIPAL ENGINEER	SENIOR ENGINEER II	ASSOCIATE ENGINEER I	ASSOCIATE ENGINEER II	ASSOCIATE DESIGNER	HOURS
	\$277.34	\$194.36	\$141.49	\$107.81	\$82.68	

PHASE TOTALS

84	254	572	812	456	2,178
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PHASE I	34	84	206	276	204	804
PHASE II	38	122	270	456	252	1,138
PHASE III	6	10	16	32	64	64
PHASE IV	6	38	80	48	172	172

SUBCONSULTANT MANHOURLY WORKSHEET

COMPANY: **KOA Corporation**
 PROJECT: **Thermal and Oasis Communities Trail and Sidewalk Project ATPSB1L-5956(273) PPNO 1253**

SCOPE OF WORK: **Pierce St. Design & Tr. En**
 PHASE: **Phase I**
 DATE: **June 22, 2022**

TASK	PRINCIPAL ENGINEER	SENIOR ENGINEER II	ASSOCIATE ENGINEER I	ASSOCIATE ENGINEER II	ASSOCIATE DESIGNER	HOURS	COST

\$277.34 \$194.36 \$141.49 \$107.81 \$82.68

Total Manhours **34** **84** **206** **276** **204** **804**

1.0 Project Management							
1.1 Project Team Meetings, Coordination, Schedule							
1.2 Quality Control / Quality Assurance							
2.0 Collect and Review Existing Info							
2.1 Field Reviews	8	24	24	24		80	\$ 9,522
2.2 Preliminary Utility Investigations							
2.3 Geotechnical Design Report							
2.4 Geotechnical Foundation Report (OPTIONAL)							
2.5 Preliminary Hydraulics and Hydrology and Drainage Engineering							
2.5A Hydraulics Study - channel for Bridge Improvements (OPTIONAL)							
2.6 Bridge Type Selection Report (OPTIONAL)							
2.7 Alignment Confirmation Study	12	16	44	44	24	140	\$ 19,391
2.8 Construction and Right of Way Cost Analysis	4	8	12	20	16	60	\$ 7,841
2.9 30% Complete Plans	14	44	104	124	100	386	\$ 48,786
2.10 30% Cost Estimate	2	4	10	40	16	72	\$ 8,382
2.11 Project Memorandum and Environmental Technical Support							
2.12 Advisory and Mandatory Fact Sheets							
3.1 Design Stage Public Relations Support and Graphic Design							
3.2 Public Meeting and Pop-Ups							
4.0 Engineering Technical Support for Environmental Document							
5.0 Preliminary Right of Way Requirements Map	2	4	12	24	24	66	\$ 7,602

SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY: Overland Pacific and Cutler LLC (OPC)	SCOPE OF WORK: Utility Coordination and R/W Assistance	PHASE: All Phases
PROJECT: Thermal and Oasis Communities Trail and Sidewalk Project ATPSB1L-5956(273) PPNO 1253		DATE: June 22, 2022

DIRECT LABOR

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
Mike Parker	Senior Utility Program Manager	124	@	\$77.23	\$9,576.52
Daymara Cesar	Senior Right of Way Manager	24	@	\$67.31	\$1,615.44
Mia Garcia	Project Controls Manager	4	@	\$45.05	\$180.20
Pete Castelan	Senior Utility Coordinator	396	@	\$40.62	\$16,085.52
	Senior Right of Way Analyst	92	@	\$37.50	\$3,450.00
TOTAL HOURS		640		AL DIRECT LABOR	\$30,907.68

MULTIPLIERS

ESCALATION @	1.50%	(Rates Vary by Phase)	\$463.62
OVERHEAD @	133.90%	(of Direct Labor + Escalation)	\$42,006.16
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$7,337.75
TOTAL MULTIPLIERS			\$49,807.53

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT		UNIT COST	AMOUNT
(OPTIONAL) Utility Potholing (20 max)	1	LS	@	\$24,290.00	\$24,290.00
TOTAL ODC'S					\$24,290.00

TOTAL **\$105,005.21**

SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY Overland Pacific and Cutler LLC (OPC)	SCOPE OF WORK Utility Coordination and R/W Assistance	PHASE Phase I
PROJECT Thermal and Oasis Communities Trail and Sidewalk Project ATPSB1L-5956(273) PPNO 1253		DATE June 22, 2022

DIRECT LABOR

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
Mike Parker	Senior Utility Program Manager	20	@	\$77.23	\$1,544.60
Daymara Cesar	Senior Right of Way Manager	24	@	\$67.31	\$1,615.44
Mia Garcia	Project Controls Manager	2	@	\$45.05	\$90.10
Pete Castelan	Senior Utility Coordinator	56	@	\$40.62	\$2,274.72
	Senior Right of Way Analyst	92	@	\$37.50	\$3,450.00
TOTAL HOURS		194		AL DIRECT LABOR	\$8,974.86

MULTIPLIERS

ESCALATION @	1.50%	(of Direct Labor)	\$134.62
OVERHEAD @	133.90%	(of Direct Labor + Escalation)	\$12,197.60
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$2,130.71
TOTAL MULTIPLIERS			\$14,462.93

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
(OPTIONAL) Utility Potholing (20 max)		LS	\$24,290.00	
TOTAL ODC'S				

TOTAL **\$23,437.79**

SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY: Overland Pacific and Cutler LLC (OPC)	SCOPE OF WORK: Utility Coordination and R/W Assistance	PHASE: Phase IV
PROJECT: Thermal and Oasis Communities Trail and Sidewalk Project ATPSB1L-5956(273) PPNO 1253		DATE: June 22, 2022

DIRECT LABOR

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
Mike Parker	Senior Utility Program Manager	22	@	\$77.23	\$1,699.06
Daymara Cesar	Senior Right of Way Manager			\$67.31	
Mia Garcia	Project Controls Manager			\$45.05	
Pete Castelan	Senior Utility Coordinator	68	@	\$40.62	\$2,762.16
	Senior Right of Way Analyst			\$37.50	
		TOTAL HOURS			
		90		AL DIRECT LABOR	\$4,461.22

MULTIPLIERS

ESCALATION @	1.50%	(of Direct Labor)	\$66.92
OVERHEAD @	133.90%	(of Direct Labor + Escalation)	\$6,063.18
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$1,059.13
			TOTAL MULTIPLIERS
			\$7,189.23

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
(OPTIONAL) Utility Potholing (20 max)		LS	\$24,290.00	
				TOTAL ODC'S

TOTAL ODC'S

TOTAL **\$11,650.45**

SUBCONSULTANT MANHOURLY WORKSHEET SUMMARY

COMPANY: Overland Pacific and Cutler LLC (OPC)	SCOPE OF WORK: Utility Coordination and R/W Assistance	PHASE: All Phases
PROJECT: Thermal and Oasis Communities Trail and Sidewalk Project ATPSB1L-5956(273) PPNO 1253		DATE: June 22, 2022

TASK	SENIOR UTILITY PROGRAM MANAGER	SENIOR UTILITY MANAGER	PROJECT CONTROLS MANAGER	SENIOR UTILITY COORDINATOR	SENIOR RIGHT OF WAY ANALYST	HOURS
	\$198.71	\$173.18	\$115.91	\$104.51	\$96.48	

PHASE TOTALS	124	24	4	396	92	640
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PHASE I	20	24	2	56	92	194
PHASE II	82		2	272		356
PHASE III						
PHASE IV	22			68		90

SUBCONSULTANT MANHOUR WORKSHEET

COMPANY Overland Pacific and Cutler LLC (OPC)	SCOPE OF WORK: Utility Coordination and RM	PHASE Phase I
PROJECT Thermal and Oasis Communities Trail and Sidewalk Project ATPSB1L-5956(273) PPNO 1253		DATE: June 22, 2022

TASK	SENIOR UTILITY PROGRAM MANAGER	SENIOR RIGHT OF WAY MANAGER	PROJECT CONTROLS MANAGER	SENIOR UTILITY COORDINATOR	SENIOR RIGHT OF WAY ANALYST	HOURS	COST
	\$198.71	\$173.18	\$115.91	\$104.51	\$96.48		

Total Manhours	20	24	2	56	92	194	
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TASK	SENIOR UTILITY PROGRAM MANAGER	SENIOR RIGHT OF WAY MANAGER	PROJECT CONTROLS MANAGER	SENIOR UTILITY COORDINATOR	SENIOR RIGHT OF WAY ANALYST	HOURS	COST
1.0 Project Management							
1.1 Project Team Meetings, Coordination, Schedule	4	2				6	\$ 1,141
1.2 Quality Control / Quality Assurance							
2.0 Collect and Review Existing Info	4		16			20	\$ 2,467
2.1 Field Reviews							
2.2 Preliminary Utility Investigations	8		16			24	\$ 3,262
2.3 Geotechnical Design Report							
2.4 Geotechnical Foundation Report (OPTIONAL)							
2.5 Preliminary Hydraulics and Hydrology and Drainage Engineering							
2.5A Hydraulics Study - Channel for Bridge Improvements (OPTIONAL)							
2.6 Bridge Type Selection Report (OPTIONAL)							
2.7 Alignment Confirmation Study							
2.8 Construction and Right of Way Cost Analysis	4	22	2	24	92	144	\$ 16,221
2.9 30% Complete Plans							
2.10 30% Cost Estimate							
2.11 Project Memorandum and Environmental Technical Support							
2.12 Advisory and Mandatatory Fact Sheets							
3.1 Design Stage Public Relations Support and Graphic Design							
3.2 Public Meeting and Pop-Ups							
4.0 Engineering Technical Support for Environmental Document							
5.0 Preliminary Right of Way Requirements Map							

SUBCONSULTANT MANHOURLY WORKSHEET

COMPANY: **Overland Pacific and Cutler LLC (OPC)** SCOPE OF WORK: **Utility Coordination and R** PHASE: **Phase II**
 PROJECT: **Thermal and Oasis Communities Trail and Sidewalk Project ATPSB1L-5956(273) PPNO 1253** DATE: **June 22, 2022**

TASK	SENIOR UTILITY PROGRAM MANAGER	SENIOR RIGHT OF WAY MANAGER	PROJECT CONTROLS MANAGER	SENIOR UTILITY COORDINATOR	SENIOR RIGHT OF WAY ANALYST	HOURS	COST
	\$198.71	\$173.18	\$115.91	\$104.51	\$96.48		

Total Manhours **82** **2** **272** **356**

6.1 65% Trail and Roadway Improvement Plans							
6.2 65% Storm Drain Improvement Plans							
6.3 65% Signing and Striping Plans							
6.4 65% Cross Section							
6.5 65% Utility Plans	26		100			126	\$ 15,617
6.6 Retaining Wall Plans (OPTIONAL)							
6.7 65% Engineer's Estimate							
6.8 65% Bridge Improvement Plans and Estimate (OPTIONAL)							
6.9 Structure Independent Check (OPTIONAL)							
7.0 Final Right of Way Requirements Map							
8.1 Final Design Utility Coordination	40		100			140	\$ 18,399
8.2 Utility Potholing (OPTIONAL)	16		72			90	\$ 10,936
9.1 95% Complete Plans							
9.2 95% Complete Specifications							
9.3 95% Engineer's Estimate							
9.4 95% Retaining Wall PS&E (OPTIONAL)							
9.5 95% Bridge Improvement PS&E (OPTIONAL)							
10.0 Final Drainage Report							
11.0 NPDES/Water Quality							
12.1 100% Final Civil PS&E							
12.2 100% Bridge Improvement PS&E (OPTIONAL)							

SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY: Arellano Associates	SCOPE OF WORK: Public Outreach	PHASE: All Phases
PROJECT: Thermal and Oasis Communities Trail and Sidewalk Project ATPSB1L-5956(273) PPNO 1253		DATE: June 22, 2022

DIRECT LABOR

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
Maria Yanez-Forgash	Project Manager	208	@	\$70.00	\$14,560.00
Edna Jimenez	Deputy Project Manager	300	@	\$56.00	\$16,800.00
Kyle Santiago	Creative Design Lead	97	@	\$50.00	\$4,850.00
Monica Paderanga	Project Coordinator	412	@	\$32.00	\$13,184.00
	Asst Project Coordinator	456	@	\$24.00	\$10,944.00
		TOTAL HOURS		1,473	AL DIRECT LABOR
					\$60,338.00

MULTIPLIERS

ESCALATION @	1.50%	(Rates Vary by Phase)	\$905.07
OVERHEAD @	120.23%	(of Direct Labor + Escalation)	\$73,632.54
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$13,487.56
			TOTAL MULTIPLIERS
			\$88,025.17

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT		UNIT COST	AMOUNT
Printing	1	LS	@	\$2,500.00	\$2,500.00
Postage	1	LS	@	\$5,000.00	\$5,000.00
Advertising	1	LS	@	\$6,000.00	\$6,000.00
Rentals	2	EA	@	\$600.00	\$1,200.00
Digital/Data Services	1	LS	@	\$500.00	\$500.00
Meeting Rentals / Supplies	2	EA	@	\$250.00	\$500.00
Translation/Interpretation	2	EA	@	\$1,000.00	\$2,000.00
Mileage / Parking	1710	Miles	@	\$0.59	\$1,000.35
Ground Breaking / Ribbon Cutting Rentals (OPTIONAL)	2	EA	@	\$1,500.00	\$3,000.00
Ground Breaking / Ribbon Cutting Refreshments (OPTIONAL)	2	EA	@	\$500.00	\$1,000.00
					TOTAL ODC'S
					\$22,700.35

TOTAL **\$171,063.52**

SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY Arellano Associates	SCOPE OF WORK Public Outreach	PHASE Phase I
PROJECT Thermal and Oasis Communities Trail and Sidewalk Project ATPSB1L-5956(273) PPNO 1253		DATE June 22, 2022

DIRECT LABOR

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
Maria Yanez-Forgash	Project Manager	151	@	\$70.00	\$10,570.00
Edna Jimenez	Deputy Project Manager	196	@	\$56.00	\$10,976.00
Kyle Santiago	Creative Design Lead	57	@	\$50.00	\$2,850.00
Monica Paderanga	Project Coordinator	222	@	\$32.00	\$7,104.00
	Asst Project Coordinator	256	@	\$24.00	\$6,144.00
TOTAL HOURS		882		AL DIRECT LABOR	\$37,644.00

MULTIPLIERS

ESCALATION @	1.50%	(of Direct Labor)	\$564.66
OVERHEAD @	120.23%	(of Direct Labor + Escalation)	\$45,938.27
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$8,414.69
TOTAL MULTIPLIERS			\$54,917.63

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT		UNIT COST	AMOUNT
Printing	1	LS	@	\$2,500.00	\$2,500.00
Postage	1	LS	@	\$5,000.00	\$5,000.00
Advertising	1	LS	@	\$6,000.00	\$6,000.00
Rentals	2	EA	@	\$600.00	\$1,200.00
Digital/Data Services	1	LS	@	\$500.00	\$500.00
Meeting Rentals / Supplies	2	EA	@	\$250.00	\$500.00
Translation/Interpretation	2	EA	@	\$1,000.00	\$2,000.00
Mileage / Parking	1710	Miles	@	\$0.59	\$1,000.35
Ground Breaking / Ribbon Cutting Rentals (OPTIONAL)	2	EA	@	\$1,500.00	\$3,000.00
Ground Breaking / Ribbon Cutting Refreshments (OPTIONAL)	2	EA	@	\$500.00	\$1,000.00
TOTAL ODC'S					\$22,700.35

TOTAL \$115,261.98

SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY: Arellano Associates	SCOPE OF WORK: Public Outreach	PHASE: Phase IV
PROJECT: Thermal and Oasis Communities Trail and Sidewalk Project ATPSB1L-5956(273) PPNO 1253		DATE: June 22, 2022

DIRECT LABOR

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
Maria Yanez-Forgash	Project Manager	57	@	\$70.00	\$3,990.00
Edna Jimenez	Deputy Project Manager	104	@	\$56.00	\$5,824.00
Kyle Santiago	Creative Design Lead	40	@	\$50.00	\$2,000.00
Monica Paderanga	Project Coordinator	190	@	\$32.00	\$6,080.00
	Asst Project Coordinator	200	@	\$24.00	\$4,800.00
		TOTAL HOURS			591
				AL DIRECT LABOR	\$22,694.00

MULTIPLIERS

ESCALATION @	1.50%	(of Direct Labor)	\$340.41
OVERHEAD @	120.23%	(of Direct Labor + Escalation)	\$27,694.27
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$5,072.87
TOTAL MULTIPLIERS			\$33,107.55

OTHER DIRECT COSTS

*** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Printing		LS	\$2,500.00	
Postage		LS	\$5,000.00	
Advertising		LS	\$6,000.00	
Rentals		EA	\$600.00	
Digital/Data Services		LS	\$500.00	
Meeting Rentals / Supplies		EA	\$250.00	
Translation/Interpretation		EA	\$1,000.00	
Mileage / Parking		Miles	\$0.59	
Ground Breaking / Ribbon Cutting Rentals (OPTIONAL)		EA	\$1,500.00	
Ground Breaking / Ribbon Cutting Refreshments (OPTIONAL)		EA	\$500.00	

TOTAL ODC'S

TOTAL \$55,801.55

SUBCONSULTANT MANHOURLY WORKSHEET SUMMARY

COMPANY: Arellano Associates	SCOPE OF WORK: Public Outreach	PHASE: All Phases
PROJECT: Thermal and Oasis Communities Trail and Sidewalk Project ATPSB1L-5956(273) PPNO 1253		DATE: June 22, 2022

TASK	PROJECT MANAGER	DEPUTY PROJECT MANAGER	CREATIVE DESIGN LEAD	PROJECT COORDINATOR	ASST PROJECT COORDINATOR	HOURS
	\$169.58	\$135.66	\$121.13	\$77.52	\$58.14	

PHASE TOTALS	208	300	97	412	456	1,473
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PHASE I	151	196	57	222	256	882
PHASE II						
PHASE III						
PHASE IV	57	104	40	190	200	591

