

CITY OF MENIFEE

PROFESSIONAL SERVICES AGREEMENT

CIP 20-01: BUNDY CANYON ROAD/SCOTT ROAD WIDENING PROJECT PROFESSIONAL ENGINEERING SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and effective this 18th day of Sept., 2019 ("Effective Date") by and between the CITY OF MENIFEE, a California municipal corporation, ("City") and **CIVILPROS**, a California Corporation ("Consultant"). City and Consultant may sometimes herein be referred to individually as a "Party" and collectively as the "Parties."

SECTION 1. SERVICES.

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Services, attached hereto as Exhibit A and incorporated herein by this reference (the "Services"). Consultant will perform subsequent task orders as requested by the Contract Administrator (as defined below), in accordance with the Scope of Services. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on **September 18, 2019** and shall end on **October 31, 2021** unless the term of this Agreement is otherwise terminated or extended as provided for in Section 8. The time provided to Consultant to complete the Services required by this Agreement shall not affect City's right to terminate this Agreement, as provided for in Section 8.

1.2 Standard of Performance. Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the Services contemplated herein and, in light of such status and experience, Consultant shall perform the Services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession and to the sole satisfaction of the Contract Administrator.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform the Services pursuant to Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant shall devote such time to the performance of the Services pursuant to this Agreement as may be reasonably necessary to satisfy Consultant's obligations hereunder.

1.5 Authorization to Perform Services. Consultant is not authorized to perform any of the Services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

SECTION 2. COMPENSATION.

City hereby agrees to pay Consultant a sum not to exceed **TWO MILLION THREE HUNDRED FORTY THOUSAND NINE HUNDRED SIXTY DOLLARS AND ZERO CENTS (\$2,340,960.00)** notwithstanding any contrary indications that may be contained in Consultant's proposal, for the Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Exhibit A, regarding the amount of compensation, this Agreement shall prevail. City shall pay Consultant for the Services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for the Services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Consultant shall not bill City for duplicate services performed by more than one person.

2.1 Invoices. Consultant shall submit invoices monthly during the term of this Agreement, based on the cost for the Services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- a. Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- b. The beginning and ending dates of the billing period;
- c. A "Task Summary" containing the original contract amount, the amount of prior billings, the total due this period, the balance available under this Agreement, and the percentage of completion;
- d. At City's option, for each item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person performing the Services, the hours spent by each person, a brief description of the Services, and each reimbursable expense;
- e. The total number of hours of work performed under this Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing the Services hereunder necessary to complete the Services described in Exhibit A;
- f. Receipts for expenses to be reimbursed;
- g. The Consultant Representative's signature.

Invoices shall be submitted to:

City of Menifee
Attn: Accounts Payable

29844 Haun Road
Menifee, CA 92586

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for the Services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Final Payment. City shall pay the last ten percent (10%) of the total amount due pursuant to this Agreement within sixty (60) days after completion of the Services and submittal to City of a final invoice, if all of the Services required have been satisfactorily performed.

2.4 Total Payment. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering the Services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entirety of the Services performed pursuant to this Agreement, unless this Agreement is modified in writing prior to the submission of such an invoice.

2.5 Hourly Fees. Fees for the Services performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule included with Exhibit A.

2.6 Reimbursable Expenses. Reimbursable expenses are included within the maximum amount of this Agreement.

2.7 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any federal or state taxes.

2.8 Payment upon Termination. In the event that City or Consultant terminates this Agreement pursuant to Section 8, City shall compensate Consultant for all outstanding costs and reimbursable expenses incurred for Services satisfactorily completed and for reimbursable expenses as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs and reimbursable expenses incurred to that date.

SECTION 3. FACILITIES AND EQUIPMENT.

Except as otherwise provided, Consultant shall, at its sole cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

SECTION 4. INSURANCE REQUIREMENTS.

Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance checked below and provide Certificates of Insurance, indicating that Consultant has obtained or currently maintains insurance that meets the requirements of this section and which is satisfactory, in all respects, to City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in Consultant's compensation. Consultant shall not allow any subcontractor, consultant or other agent to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant acknowledges the insurance policy must cover inter-insured suits between City and other Insureds.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant pursuant to the provisions of the California Labor Code. Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident, ONE MILLION DOLLARS (\$1,000,000.00) disease per employee, and ONE MILLION DOLLARS (\$1,000,000.00) disease per policy. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against City and its officers, officials, employees, and authorized volunteers for loss arising from the Services performed under this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

a. General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage, for risks associated with the Services contemplated by this Agreement, TWO MILLION DOLLARS (\$2,000,000.00) general aggregate, and TWO MILLION DOLLARS (\$2,000,000.00) products/completed operations aggregate. If a Commercial General Liability Insurance or an Automobile Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from the Services contemplated under this Agreement, including the use of hired, owned, and non-owned automobiles.

b. Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001.

Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 Code 2, 8, and 9. No endorsement shall be attached limiting the coverage.

c. Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

b. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4.3 Professional Liability Insurance.

a. General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing the Services pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall be shown on the Certificate. If the deductible or self-insured retention exceeds TWENTY-FIVE THOUSAND DOLLARS (\$25,000), it must be approved by City.

b. Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be no later than the commencement of the Services.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after the expiration or termination of this Agreement or completion of the Services, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the Effective Date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five (5) years after the expiration or termination of this Agreement or the completion of the Services. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the Services under this Agreement. City shall have the right to exercise, at Consultant's sole cost and expense, any extended reporting provisions of the policy, if Consultant cancels or does not renew the coverage.

d. A copy of the claim reporting requirements must be submitted to City prior to the commencement of the Services under this Agreement.

4.4 All Policies Requirements.

a. Acceptability of insurers. All insurance required by this Section is to be placed with insurers with a Bests' rating of no less than A:VII and admitted in California.

b. Verification of coverage. Prior to beginning the Services under this Agreement, Consultant shall furnish City with Certificates of Insurance, additional insured endorsement or policy language granting additional insured status complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. The Certificate of Insurance must include the following reference: **CIP 20-01: BUNDY CANYON ROAD/SCOTT ROAD WIDENING PROJECT PROFESSIONAL ENGINEERING SERVICES.** The name and address for Additional Insured endorsements, Certificates of Insurance and Notice of Cancellation is: City of Menifee, 29844 Haun Road, Menifee, CA 92586. City must be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of Consultant.

c. Notice of Reduction in or Cancellation of Coverage. Consultant shall provide written notice to City within ten (10) working days if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

d. Additional insured; primary insurance. City and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of the Services performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by Consultant in the course of providing the Services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or authorized volunteers. The insurance provided to City as an additional insured must apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by City. Additional insured status shall continue for one (1) year after the expiration or termination of this Agreement or completion of the Services.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to City and its officers, officials, employees, and volunteers, and that no insurance or self-insurance maintained by City shall be called upon to contribute to a loss under the coverage.

e. Deductibles and Self-insured Retentions. Consultant shall obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the Services.

During the term of this Agreement, only upon the prior express written authorization of the Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured

retention levels with a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

f. Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

g. Variation. The Contract Administrator may, but is not required to, approve in writing a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that City's interests are otherwise fully protected.

4.5 Remedies. In addition to any other remedies at law or equity City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement;

b. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or

c. Terminate this Agreement.

SECTION 5. INDEMNIFICATION.

5.1 Indemnification for Professional Liability. Where the law establishes a professional standard of care for performance of the Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend (with counsel selected by City), and hold harmless City and any and all of its officers, employees, officials, volunteers, and agents from and against any and all claims, losses, costs, damages, expenses, liabilities, liens, actions, causes of action (whether in tort, contract, under statute, at law, in equity, or otherwise) charges, awards, assessments, fines, or penalties of any kind (including reasonable consultant and expert fees and expenses of investigation, costs of whatever kind and nature and, if Consultant fails to provide a defense for City, the legal costs of counsel retained by City) and any judgment (collectively, "Claims") to the extent same are caused in whole or in part by any negligent or wrongful act, error, or omission of Consultant, its officers, agents, employees, or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

5.2 Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, protect, defend (with counsel selected by City), and hold harmless City, and any and

all of its officers, employees, officials, volunteers, and agents from and against any and all Claims, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

5.3 Limitation of Indemnification for Design Professionals. Notwithstanding any provision of this Section 5 to the contrary, design professionals are required to defend and indemnify City only to the extent permitted by Civil Code Section 2782.8. The term “design professional” as defined in Section 2782.8, is limited to licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors, and the business entities that offer such services in accordance with the applicable provisions of the California Business and Professions Code.

5.4 Limitation of Indemnification. The provisions of this Section 5 do not apply to claims occurring as a result of City’s sole or active negligence. The provisions of this Section 5 shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officers, officials, employees, and agents acting in an official capacity.

SECTION 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of the Services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes the Services rendered pursuant to this Agreement. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant’s exclusive direction and control. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents is in any manner officers, officials, employees, or agents of City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner. Except for the fees paid to Consultant as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing the Services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing the Services hereunder. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (“PERS”) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

SECTION 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant and any subcontractor shall comply with all applicable local, state, and federal laws and regulations applicable to the performance of the work hereunder. Consultant shall not hire or employ any person to perform work within City or allow any person to perform the Services required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States. Any and all work subject to prevailing wages, as determined by the Director of Industrial Relations of the State of California, will be the minimum paid to all laborers, including Consultant's employee and subcontractors. It is understood that it is the responsibility of Consultant to determine the correct scale. The State Prevailing Wage Rates may be obtained from the California Department of Industrial Relations ("DIR") pursuant to California Public Utilities Code, Sections 465, 466, and 467 by calling 415-703-4774. Appropriate records demonstrating compliance with such requirement shall be maintained in a safe and secure location at all times, and readily available at City's request. Consultant shall indemnify, defend, and hold City and its elected and appointed boards, members, officials, officers, agents, representatives, employees, and volunteers harmless from and against any liability, loss, damage, cost or expenses (including but not limited to reasonable attorneys' fees, expert witness fees, court costs, and costs incurred related to any inquiries or proceedings) arising from or related to (i) the noncompliance by Consultant or any party performing the Services of any applicable local, state, and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, the requirement to pay state prevailing wages and hire apprentices); (ii) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; and/or (iii) failure by Consultant or any party performing the Services to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. It is agreed by the Parties that, in connection with performance of the Services, including, without limitation, any and all public works (as defined by applicable law), Consultant shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. Consultant acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with such laws. Consultant shall require the same of all subcontractors.

7.3 Licenses and Permits. Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

SECTION 8. TERMINATION AND MODIFICATION.

8.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Consultant.

8.2 Termination by Consultant. Consultant may cancel this Agreement upon 30 days' written notice to City.

8.3 Consequences of Termination. In the event of termination, Consultant shall be entitled to compensation for the Services performed up to the date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or City in connection with this Agreement.

8.4 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.5 Amendments. The Parties may amend this Agreement only by a writing signed by all the Parties.

8.6 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in Consultant's proposal, without prior written approval of the Contract Administrator. In the event that key personnel leave Consultant's employ, Consultant shall notify City immediately.

8.7 Survival. All obligations arising prior to the expiration or termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the expiration or termination of this Agreement.

8.8 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, any or all of the following:

- a. Immediately terminate this Agreement;
- b. Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
- c. Retain a different consultant to complete the Services described in Exhibit A; and/or
- d. Charge Consultant the difference between the cost to complete the Services described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the Services.

SECTION 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of City. Consultant hereby agrees to deliver those documents to City upon the expiration or termination of this Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for City and are not necessarily suitable for any future or other use. Any use of such documents for other projects by City shall be without liability to Consultant. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports, and other documents are confidential and will not be released to third parties without prior written consent of both Parties unless required by law.

9.2 Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, rights of reproduction, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, test data, survey results, models, renderings, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings, digital renderings, or data stored digitally, magnetically, or in any other medium, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents and Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

9.3 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for the Services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.

9.4 Inspection and Audit of Records. Any records or documents that Section 9.3 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

SECTION 10. MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If either Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and expenses including costs, in addition to any other relief to which that Party may be entitled; provided, however, that the attorneys' fees awarded pursuant to this Section shall not exceed the hourly rate paid by City for legal services multiplied by the reasonable number of hours spent by the prevailing Party in the conduct of the litigation. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Applicable Law; Venue. The internal laws of the State of California shall govern the interpretation and enforcement of this Agreement. In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in Riverside County.

10.3 Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

10.4 Section Headings and Subheadings. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

10.5 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.6 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

10.7 Consultant Representative. All matters under this Agreement shall be handled for Consultant by Bob Morin, Assistant Vice President ("Consultant's Representative"). The Consultant's Representative shall have full authority to represent and act on behalf of Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

10.8 City Contract Administration. This Agreement shall be administered by a City employee, Carlos Geronimo, Sr. Civil Engineer ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his designee. The Contract Administrator shall have the power to act on behalf of City for all purposes under this Agreement. Unless otherwise provided in this Agreement, Consultant shall not accept direction or orders from any person other than the Contract Administrator or his designee.

10.9 Notices. Any written notice to Consultant shall be sent to:

CIVILPROS
Attn: Bob Morin, Assistant Vice President
3850 Vine Street, Suite 110
Riverside, CA 92507

Any written notice to City shall be sent to the Contract Administrator at:

City of Menifee
29844 Haun Road
Menifee, CA 92586
Attn: Carlos Geronimo, Sr. Civil Engineer

with a copy to:

City Clerk
City of Menifee
29844 Haun Road
Menifee, CA 92586

10.10 Professional Seal. Where applicable in the determination of the Contract Administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.

Seal and Signature of Registered Professional with report/design responsibility.

10.11 Rights and Remedies. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

10.12 Integration. This Agreement, including the scope of services attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

10.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.14 Execution of Contract. The persons executing this Agreement on behalf of each of the Parties hereto represent and warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound.

10.15 Nondiscrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry.

10.16 No Third Party Beneficiaries. With the exception of the specific provisions set forth in this Agreement, there are no intended third-party beneficiaries under this Agreement and no such other third parties shall have any rights or obligations hereunder.

10.17 Nonliability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

10.18 No Undue Influence. Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City shall receive compensation, directly or indirectly, from Consultant, or from any officer, employee, or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement.


10.19 No Benefit to Arise to City Employees. No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to this Agreement during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for the Services to be performed under this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed and entered into this Agreement as of the Effective Date.

CITY OF MENIFEE

CONSULTANT



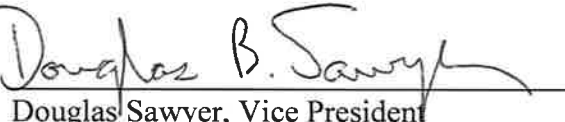
Bill Zimmerman, Mayor



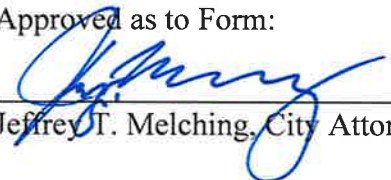
Robert Morin, Assistant Vice President

Attest:


Sarah A. Manwaring, City Clerk



Douglas Sawyer, Vice President

Approved as to Form:


Jeffrey T. Melching, City Attorney

[Corporation must have two signatures]

EXHIBIT A

SCOPE OF SERVICES

Project Objectives

The City's primary objective for this Agreement is to obtain professional assistance in completing environmental, design, improvement plans, Right-of-Way Acquisition, specification and construction bid documents for the Bundy Canyon/Scott Road widening from Haun Road to Sunset Avenue (City Limits).

Project Management

The consultant shall provide professional and technical services during the scoping, environmental review and design of the project.

- Develop a project team and prepare the project scope of work, activities, schedule, and work plan. Define key issues and goals and coordinate responsibilities of project team members.
- Conduct regular monthly project team coordination and status meetings, prepare agenda, meeting minutes and action items.
- Consultant shall coordinate with City staff when working with developers, utility and other agencies.
- Consultant shall coordinate and conduct one presentation of the proposed project team prior to release of the public review of the draft environmental document; and a City Council presentation of the project in conjunction with the approval of the project environmental document.
- Consultant shall implement and maintain the following quality control procedures during the preparation of plans and documents relating to this project:
 - a) QC program in effect for the duration of this contract.
 - b) Design and calculations are independently checked, corrected and back-checked.
 - c) All related correspondence and memorandum routed and received by affected persons and filed in appropriate file.
 - d) Where different disciplines are involved, implement means to assure that conflicts and misalignment do not exist.
 - e) Provide outline of firm's QC Program. Identify critical QC reviews within the project schedule.
 - f) QC person shall sign all draft and final plans and documents submitted to the City, in addition to the person responsible for preparing said plans and documents.

Environmental Analysis

As previously stated, an EIR was prepared and Certified by the City of Wildomar. The Consultant shall prepare the necessary documents in order to re-certify this document

for the City of Menifee. All Environmental Documentation work will be performed under the oversight of the City of Menifee.

- The project construction funding is currently not established, however at minimum; compliance with the California Environmental Quality Act (CEQA) will be required as part of the design task. The consultant shall recommend updates to the technical studies as necessary.
- As an optional item, the consultant shall submit a scope and fee to bring the project into compliance with the National Environmental Protection Act (NEPA) for the entire alignment of the project as identified in the EIR.
- Define and analyze the feasibility of proposed horizontal and vertical alignment alternatives, identify impacts and discuss in the environmental report as appropriate.

Geotechnical Evaluation and Report

- Perform potholing/Geo technical investigation as needed to verify the exact location and depth of existing utilities so as to avoid conflicts with proposed improvements.

Reconnaissance and Field Surveys

- Coordinate and review all existing improvement plans/as built drawings within the areas of the project boundaries
- Perform field reconnaissance and prepare a record of site conditions.
- Obtain and review available information relevant to this project from the City, utility base maps pertinent to project and adjacent areas and as-built plans.
- Perform field data collection surveys to obtain the location of utilities and other structures visible from the surface, electric poles, sidewalks, curb and gutter, fire hydrants, trees and landscaping improvements along the project edges.

Permitting

The Consultant will identify the permits that will be required on this project.

- The Consultant shall identify all agencies with permitting authority over any aspects of the project and shall maintain communication and coordination efforts with such agencies throughout all phases of the work. Consultant shall identify permitting requirements and, in conjunction with City staff, establish how these requirements will be implemented. The incorporation of all permitting requirements in preliminary engineering, environmental mitigation, final engineering and PS&E shall be accomplished during the appropriate phases of the work.
- The consultant shall prepare, and assist City in preparing permit applications for the permits listed above. The consultant, in close coordination with the City Project Manager shall serve as the liaison between City and other concerned agencies.

Utility and Other Coordination

Consultant shall provide coordination with all parties affected by the project such as: utility companies, City staff, utility agencies, and other Consultants:

- Coordinate, research, and verify the location of existing utilities and any relocation required for such utilities.
- Maintain coordination with utility agencies throughout the project.
- Consultant shall also coordinate the design with affected developers.
- Coordination with Caltrans for any encroachment or project impact to their jurisdiction.

Right of Way

- Identify private improvements within the right of way takes
- Prepare legal plats and property descriptions for right of way takes from each affected property (within 6 - 9 months from start of work)
- All easements shall be clearly marked and identified. Property take descriptions shall be clear and checked for closure.
- Coordinate with City's Right of Way acquisition consultant.
- Prepare a master summary plan for acquisition of all right of ways.

Construction Documents

Prepare contract plans for the construction phase, technical specifications, and cost estimates (P.S.& E.) associated with the project. These documents shall be suitable for public bidding.

- Prepare all plans using AutoCAD with 1"=20' scale for plan views, 1"=20' hz 1"=5' vt for profiles, and 1"=10' (or as needed) scale for details.
- Finished drawings shall be delivered to the City on 4 mil Mylar, 24" x 36" using City border and title block.
- Consultant shall prepare technical specification and the bid package.
- The Consultant shall submit three (3) sets of plans, technical specifications, and cost estimates at 30%, 60%, 90%, and at the Final completion stage of the project for City review.
- The Consultant shall incorporate the comments received after the reviews and should plan on a meeting with the City staff at each submittal level to review the City's comments.
- Final submittal requires originals, mylars, and computer files of the P.S.& E.
- Plans and specifications for the project shall comply with the latest editions of the City of Menifee Design Standards, Standard Plans, Special Provisions, and other reference standards such as the State Standard Plans and Specifications and the Standard Specification for Public Works Construction (Greenbook) latest editions.
- The title sheet of the specifications, reports, and each sheet of the project plans shall bear the professional seal, certificate number, registration classification, expiration date of the certificate, and signature of the professional engineer responsible for their preparation.

Milestones

Milestone 1 - Preliminary Engineering

Based on initial input from the City and after gathering all pertinent data, the Consultant shall perform field surveys, develop geometric approval drawings and obtain design concept approval for the preparation of preliminary plans (30% level plans).

Milestone 2 - Environmental Documentation and Approval

All environmental studies and assessments, as previously described in “Environmental Analysis”, shall be completed as follows:

- Initiation for environmental phase
- Draft Environmental Studies
- Environmental Clearance/Project Approval
- Deliverables

There will be no federal funds involved in the environmental and design phase of the project. However, Caltrans is acting as a federal agency following the provisions of the Memorandum of Understanding (MOU) between FHWA, California Division of the California Department of Transportation, which became effective on June 7, 2007. The MOU was signed pursuant to Section 6004 of the 2005 Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) which allows Secretary of Transportation to assign, and the State of California to assume responsibility for most NEPA environmental review determination.

For those projects, the State may also be assigned FHWA’s responsibilities for environmental consultation and coordination under other federal environmental laws. By statute, the State is deemed to be a Federal agency for those assigned responsibilities - as it is for this project’s environmental review, consultation, and coordination; as assigned by FHWA, pursuant to 23 U.S.C. 326.

Caltrans will prepare the NEPA environmental determination when the requested environmental reports are deemed complete.

Milestone 3 - Final PS&E

This phase develops 60% level plans, specifications and estimates for City review and circulation to various service units within City, utility companies and other public agencies.

- a) Review comments and incorporate them from Milestone 1 and 2 for final draft PS&E.
- b) Prepare final roadway plans. The following is a listing of estimated plan sheets:
 - Title Sheet
 - Key Map
 - General Notes and Project Specific Notes
 - Standard Improvement Plans and Profiles
 - Cross Sections

- Traffic Signal Plans
- Signing and Striping Plans
- Construction Details
- Construction Staging Plans
- Grading Plans
- Drainage Plan and Profiles
- Drainage Details
- Erosion Control Plans
- Utility Relocation Plans and Details
- Summary of Quantities
- Geotechnical Report
- Hydrology/Hydraulic Report
- SWPPP for Construction Phase
- Post Development WQMP

- c) Prepare special provisions. The City of Menifee uses the "Greenbook" as its general specifications, Special Provision files must be developed on a Windows operating system and file format and furnished in Word or WordPerfect.
- d) Prepare quantity calculations, takeoffs and estimates to be signed by the preparer and independent checker.
- e) Prepare CPM schedule based on estimate of required number of working days for project construction.
- f) Deliverables: 3 full size set of plans with 60% submittal; 3 copies of contract special provisions at 60% submittals; cost estimate; CPM schedule.

Upon receipt of comments from the 60% level review, the Final PS&E phase shall be prepared incorporating comments from the draft PS&E (60%) to produce Final PS&E (90% and final PS&E bid package ready for advertisement).

Deliverables for Final PS&E (not limited to):

- 1 set 24" x 36" signed final Mylar plans used for reproduction (signed and stamped by a registered CE)
- 2 sets of final quantity calculations (stamped by a registered CE)
- 2 sets of final special provisions (signed and stamped by a registered CE)
- Electronic copy of final plans (pdf) and AutoCAD Civil 3D, and special provisions (Microsoft Word).
- 1 copies of RE File and electronic copy in pdf format.
- 2 sets of final cost estimate
- 1 copy of final design calculations
- 1 copy of independent design check

TIMING

Consultant shall complete all design in the period of 18-24 Months.

ATTACHMENT A: COST PROPOSAL & ACCEPTANCE OF PROPOSED CONTRACT/AGREEMENT



(PLEASE READ AND MARK EACH CHECKBOX CONFIRM ACKNOWLEDGEMENT AND AGREEANCE WITH THE INDICATED STATEMENTS)

- ☒ The Proposal Cost provided reflects all possible direct and indirect costs, travel, insurance, overhead, labor, profit, rebates, contingent commissions, renewal commissions, service fees, and any other expenses.
- ☒ The Proposal provided reflects any additional addendum(s) issued with respect to this RFP.
- ☒ My signature certifies that this firm has no business or personal relationships with any other companies or person that could be considered a conflict of interest, or potential conflict of interest to the City of Meniffee, pertaining to any and all work or services to be performed as a result of this request and any resulting Agreement/Contract with the City.

ACCEPTANCE OF PROPOSED AGREEMENT/CONTRACT:

- ☒ Submittal of this proposal indicates we have reviewed the proposed written agreement (Exhibit A) and if selected would accept all terms of the proposed agreement. Proposer, in submitting a response to this RFP, warrants that it has full power and authority to comply with the requirements specified herein and will hold the City harmless from and against any and all loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty.

CivilPros

Company Name

3850 Vine St., Suite 110

Address

Riverside

CA

92507

City

State

Zip Code

(619) 795-0325

Telephone Number

(619) 734-87-55

Fax Number

Company Type:

- ☒ Corporation ☐ Partnership ☐ Trust/Estate ☐ Limited Liability Company (LLC)
☐ Individual/Sole Proprietor or single member LLC ☐ Other: _____

Signed By

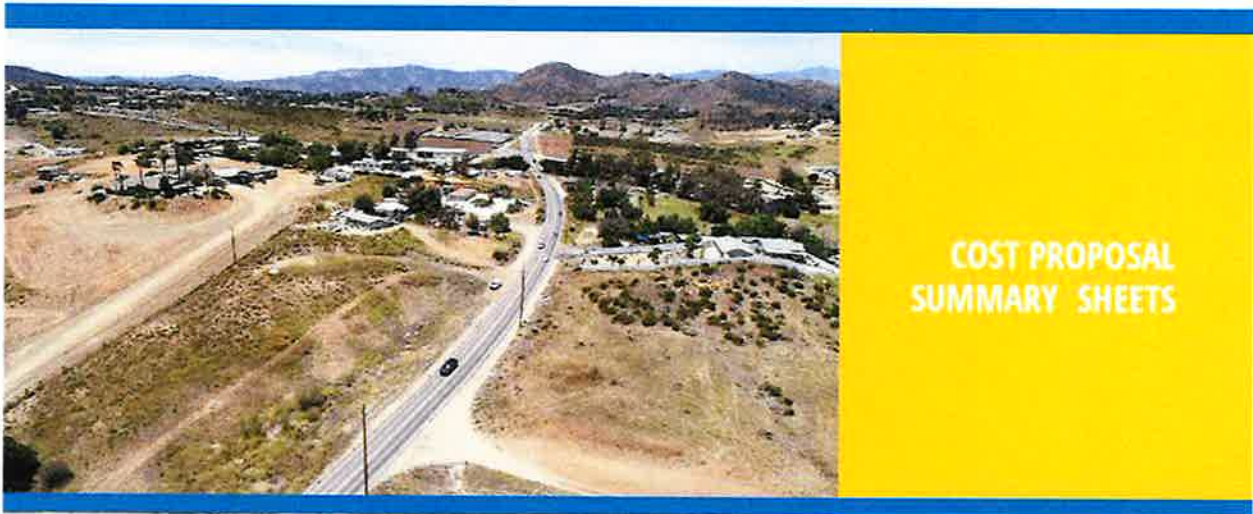
Douglas B. Sawyer

Senior Vice President, West Region

Print Name

Title







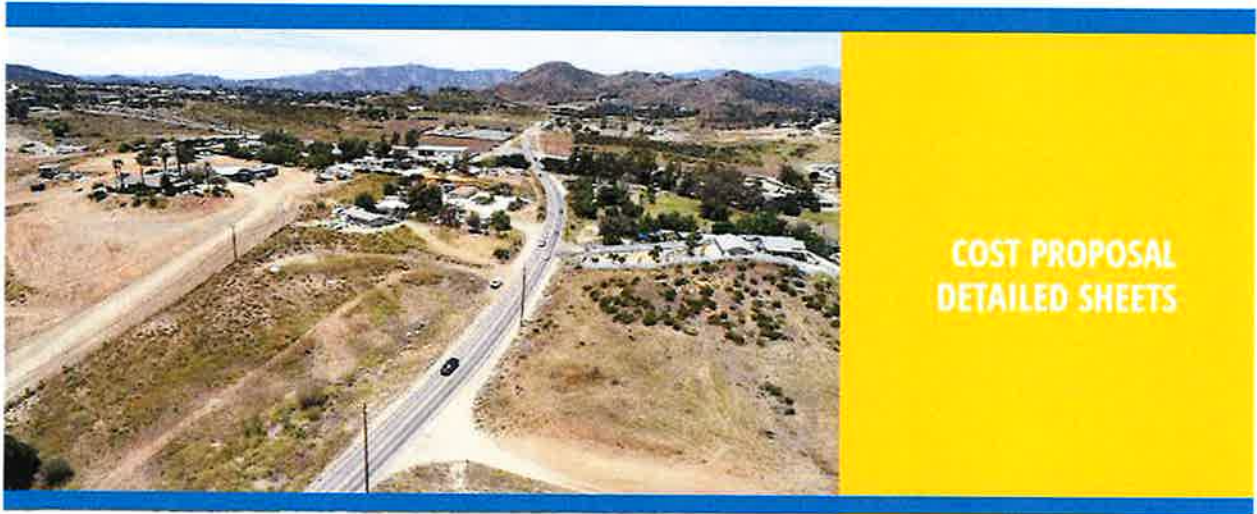
	COST SUMMARY BY CONSULTANT						
	CH2MProe	NV5	EPIC	Geocon	Rincon	Hydro Solutions	Total
Labor Hours	5859	3783	1672	60	670	606	12750
Labor Cost	\$1,065,517	\$623,334	\$189,690	\$7,640	\$110,333	\$79,240	\$2,095,735
ODCs	\$12,000	\$5,000	\$171,950	\$49,655	\$6,000	\$600	\$245,205
Grand Total Cost (without Optional Service)	\$1,098,517	\$628,334	\$360,640	\$57,295	\$116,333	\$79,840	\$2,340,960
<i>Optional Environmental (NEPA) Services Labor Hours</i>	0	0	0	0	0	0	0
<i>Optional Environmental (NEPA) Services Labor Cost</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grand Total Cost (with Optional Services)	\$0	\$0	\$0	\$0	\$0	\$0	\$2,340,960



Task Descriptions	COST SUMMARY BY TASK						
	City/Prop Total Cost	NWS Total Cost	EPIC Total Cost	Geotech Total Cost	Rincon Total Cost	Water Relocations Total Cost	Grand Total Cost
1. Project Management	\$393,240	\$144,862	\$20,040	\$0	\$16,546	\$12,440	\$606,928
General Project Administration	\$126,425	\$65,600	\$36,040	\$0	\$16,546	\$13,440	\$281,052
1.1 Project Coordination	\$176,613	\$63,150	\$0	\$0	\$0	\$0	\$239,763
Kick-off Meeting	\$6,889	\$4,862	\$0	\$0	\$0	\$0	\$11,941
Monthly PDT Meetings	\$62,076	\$5,440	\$0	\$0	\$0	\$0	\$67,446
Agency Meetings (10)	\$27,466	\$3,464	\$0	\$0	\$0	\$0	\$30,929
Project Schedule and Updates	\$37,600	\$0	\$0	\$0	\$0	\$0	\$37,600
Monthly Progress Report	\$42,553	\$0	\$0	\$0	\$0	\$0	\$42,553
Community Outreach	\$0	\$39,294	\$0	\$0	\$0	\$0	\$39,294
1.2 Pre-Design	\$80,201	\$26,912	\$0	\$0	\$0	\$0	\$107,113
Review Existing Project Documents	\$51,548	\$6,912	\$0	\$0	\$0	\$0	\$58,460
Site Visits and Submission of Early Deliverables	\$19,336	\$0	\$0	\$0	\$0	\$0	\$19,336
Review and Approval of Early Deliverables - BOD, PWP, QA/QC Schedule	\$19,326	\$19,000	\$0	\$0	\$0	\$0	\$38,326
2. Preliminary Engineering	\$274,315	\$264,672	\$0	\$7,540	\$4,379	\$32,200	\$930,366
2.1 30% Level Plans	\$141,834	\$134,268	\$0	\$0	\$0	\$0	\$276,102
Obtain aerial & ground surveying base map for design	\$15,586	\$10,176	\$0	\$0	\$0	\$0	\$25,762
Research Utilities, Perform Rethinking & Map Utilities	\$5,190	\$50,680	\$0	\$0	\$0	\$0	\$55,870
Perform all Geotechnical Engineering	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Prepare 30% PS&E and Contract Deliverables	\$67,546	\$13,200	\$0	\$0	\$0	\$0	\$80,746
Interdisciplinary Review Meeting, Address Comments, Final QA/QC	\$12,396	\$0	\$0	\$0	\$0	\$32,200	\$44,596
Submit 30% PS&E and Contract Deliverables	\$14,103	\$0	\$0	\$0	\$0	\$0	\$14,103
City and Stakeholder Review of 30%, Comment Resolution Meeting	\$27,007	\$0	\$0	\$0	\$0	\$0	\$27,007
2.2 Geotechnical Evaluation and Report	\$0	\$0	\$0	\$7,540	\$0	\$0	\$7,540
Perform Geotechnical field work	\$0	\$0	\$0	\$7,080	\$0	\$0	\$7,080
Prepare geotechnical report and findings	\$0	\$0	\$0	\$5,560	\$0	\$0	\$5,560
2.3 Reconnaissance and Field Surveys	\$27,766	\$100,576	\$0	\$0	\$4,379	\$0	\$162,721
Coordinate and Review All Existing Improvement Plans/As-built Drawings	\$27,766	\$25,200	\$0	\$0	\$0	\$0	\$52,966
Perform Field Reconnaissance and Prepare a Record of Site Conditions	\$0	\$20,680	\$0	\$0	\$0	\$0	\$20,680
Perform Lidar Survey and Topographic Survey	\$0	\$30,912	\$0	\$0	\$0	\$0	\$30,912
Plots and Legal Descriptions	\$0	\$53,764	\$0	\$0	\$4,379	\$0	\$58,163
2.4 Utility and Other Coordination	\$104,716	\$0	\$0	\$0	\$0	\$0	\$104,716
Coordinate, Research, and Verify Location of Existing Utilities and Any Applicable Relocations	\$51,954	\$0	\$0	\$0	\$0	\$0	\$51,954
Maintain Coordination with Utility Agencies	\$14,109	\$0	\$0	\$0	\$0	\$0	\$14,109
Coordination of Design with Affected Developers	\$38,653	\$0	\$0	\$0	\$0	\$0	\$38,653
3. Environmental Documentation and Approval	\$0	\$0	\$0	\$0	\$67,942	\$0	\$67,942
Initiation for environmental phase	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Draft Environmental Studies	\$0	\$0	\$0	\$0	\$67,942	\$0	\$67,942
Environmental Clearance/Project Approval	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Submit Deliverables to the City	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4. Final PS&E	\$308,102	\$213,940	\$0	\$0	\$0	\$33,000	\$555,042
4.1 60% PS&E	\$118,310	\$71,280	\$0	\$0	\$0	\$14,000	\$203,590
Prepare 60% PS&E and Contract Deliverables	\$91,106	\$71,280	\$0	\$0	\$0	\$0	\$162,386
Interdisciplinary Review Meeting, Address DR Comments, Final QA/QC	\$10,593	\$0	\$0	\$0	\$0	\$14,000	\$24,593
Submit 60% PS&E and Contract Deliverables	\$7,196	\$0	\$0	\$0	\$0	\$0	\$7,196
City and Stakeholder Review of 60%, Comment Resolution Meeting	\$9,455	\$0	\$0	\$0	\$0	\$0	\$9,455
4.2 90% PS&E	\$137,773	\$71,280	\$0	\$0	\$0	\$14,000	\$223,053
Prepare 90% PS&E and Contract Deliverables	\$91,834	\$71,280	\$0	\$0	\$0	\$0	\$163,114
Interdisciplinary Review Meeting, Address Comments, Final QA/QC	\$36,484	\$0	\$0	\$0	\$0	\$14,000	\$50,484
Submit 90% PS&E and Contract Deliverables	\$2,000	\$0	\$0	\$0	\$0	\$0	\$2,000
City and Stakeholder Review of 90%, Comment Resolution Meeting	\$7,455	\$0	\$0	\$0	\$0	\$0	\$7,455
4.3 100% PS&E	\$168,547	\$71,280	\$0	\$0	\$0	\$5,000	\$244,827
Prepare 100% PS&E and Contract Deliverables	\$46,484	\$71,280	\$0	\$0	\$0	\$0	\$117,764
Interdisciplinary Review Meeting, Address Comments, Final QA/QC	\$10,593	\$0	\$0	\$0	\$0	\$5,000	\$15,593
Submit 100% PS&E and Contract Deliverables	\$12,396	\$0	\$0	\$0	\$0	\$0	\$12,396
City and Stakeholder Review of 100%, Comment Resolution Meeting	\$40,074	\$0	\$0	\$0	\$0	\$0	\$40,074
4.4 Issue for Bid Documents	\$33,172	\$0	\$0	\$0	\$0	\$0	\$33,172
Prepare Final PS&E, Bid Schedule, and Contract Deliverables	\$33,172	\$0	\$0	\$0	\$0	\$0	\$33,172
Interdisciplinary Review Meeting, Address Comments, Final QA/QC	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Submit Final Package	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5. Plan Approval, ROW, and Permits	\$19,361	\$0	\$148,900	\$0	\$21,686	\$0	\$190,947
5.1 Plan Approval & Permits	\$14,296	\$0	\$0	\$0	\$21,686	\$0	\$35,982



Task Descriptions	COST SUMMARY BY TASK						
	City/Prop. Total Cost	WWS Total Cost	EPC Total Cost	Green Total Cost	Recon Total Cost	Hydro Solutions Total Cost	Grand Total Cost
Receive Plan Approvals and Permits from City and Key Stakeholders	\$14,396	\$0	\$0	\$0	\$0	\$0	\$14,396
Environmental Permitting	\$0	\$0	\$0	\$0	\$21,466	\$0	\$21,466
5.2 Right of Way	\$5,486	\$0	\$149,980	\$0	\$0	\$0	\$155,466
Environmental Analyst Support	\$0	\$0	\$4,960	\$0	\$0	\$0	\$4,960
RAV Support for Design Development	\$0	\$0	\$4,960	\$0	\$0	\$0	\$4,960
Right-of-Way Acquisition	\$0	\$0	\$69,065	\$0	\$0	\$0	\$69,065
Utility Relocation Coordination	\$5,465	\$0	\$70,015	\$0	\$0	\$0	\$75,500
6. Optional Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Submission of scope and fee to bring the project into compliance with NEPA for the entire alignment of the project as identified in the EIR	\$0	\$0	\$0	\$0	\$0	\$0	\$75,500
Total Labor	\$1,086,517	\$622,334	\$188,590	\$7,640	\$110,333	\$79,240	\$2,095,755
ODCs	\$12,000	\$5,000	\$171,950	\$49,655	\$6,000	\$600	\$245,205
Grand Total Cost	\$1,098,517	\$628,334	\$360,540	\$57,295	\$116,333	\$79,840	\$2,340,360





Task Descriptions	PRIME CONSULTANT											CivilPro Total Hours	CivilPro Total Cost
	Doug Sawyer	Brian Sullivan	Ben Moin	Dave Bryman	Mark Escaroto	Emmanuel Dugue	Max Britton	Constance Libring	Tim Huls	Sasha Fox	Kelvin Lamond		
1. Project Management	24	75	206	520	124	00	322	0	21	96	144	1,083	\$303,240
General Project Administration	24	75	180	120	60		60					519	\$126,426
1.1 Project Coordination	0	0	192	240	44	80	192	0	32	48	48	676	\$176,612
Kick-off Meeting			8	8			8		8			32	\$8,989
Monthly PDT Meetings			96	96	8		48			24	24	296	\$82,006
Agency Meetings (10)			20	40	24		40					124	\$27,465
Project Schedule and Updates			20	48	12	80	48					208	\$37,600
Monthly Progress Report			16	16			48		24	24	24	216	\$42,553
Community Outreach												0	\$0
1.2 Pre-Design	0	0	24	180	20	0	140	0	0	48	96	488	\$60,201
Review Existing Project Documents			8	80	20		60			16	96	312	\$51,546
Site Visit and Submission of Early Deliverables			8	40			40					88	\$18,326
Review and Approval of Early Deliverables - BOD, PMP, QA/QC, Schedule			8	40			40					88	\$18,326
2. Preliminary Engineering	0	0	48	408	96	0	320	0	48	240	328	1,200	\$274,315
2.1 30% Level Plans	0	0	24	232	48	0	132	0	48	168	208	640	\$141,634
Obtain aerial & ground surveying data map for design				24			24			24	24	96	\$15,586
Research Utilities, Perform Pathing & Map Utilities										24	24	48	\$5,180
Perform all Geotechnical Engineering												0	\$0
Prepare 30% PS&E and Contract Deliverables				120	20		40		40	60	120	420	\$67,546
Interdisciplinary Review Meeting, Address Comments, Final QA/QC			8	24			24					56	\$12,368
Submit 30% PS&E and Contract Deliverables			8	24	8		24					64	\$14,109
City and Stakeholder Review of 30%, Comment Resolution Meeting			8	40	20		20		8	20	40	156	\$27,007
2.2 Geotechnical Evaluation and Report	0	0	0	0	0	0	0	0	0	0	0	0	\$0
Perform Geotechnical field work												0	\$0
Prepare geotechnical report and findings												0	\$0
2.3 Reconnaissance and Field Surveys	0	0	0	40	40	0	20	0	0	20	40	160	\$27,766
Coordinate and Review All Existing Improvement Plans/As-built Drawings				40	40		20			20	40	160	\$27,766
Perform Field Reconnaissance and Prepare a Record of Site Conditions												0	\$0
Perform Lidar Survey and Topographic Survey												0	\$0
Plats and Legal Descriptions												0	\$0
2.4 Utility and Other Coordination	0	0	24	184	8	0	164	0	0	80	80	660	\$104,716
Coordinate, Research, and Verify Location of Existing Utilities and Any Applicable Relocation				80			80			80	80	320	\$51,854
Maintain Coordination with Utility Agencies			8	24	8		24					64	\$14,109
Coordination of Design with Affected Developers			16	80			80					176	\$38,653
3. Environmental Documentation and Approval	0	0	0	0	0	0	0	0	0	0	0	0	\$0
Initiation for environmental phase												0	\$0
Crat Environmental Studies												0	\$0
Environmental Clearance/Project Approval												0	\$0
Submit Deliverables to the City												0	\$0
4. Final PS&E	0	0	80	824	160	0	224	72	204	296	776	2,428	\$399,192
4.1 60% PS&E	0	0	32	208	0	0	32	24	100	80	264	740	\$118,310
Prepare 60% PS&E and Contract Deliverables			8	120			32	24	100	80	240	604	\$91,106
Interdisciplinary Review Meeting, Address IDP Comments, Final QA/QC			8	40								48	\$10,593
Submit 60% PS&E and Contract Deliverables			8	24								32	\$7,156
City and Stakeholder Review of 60%, Comment Resolution Meeting			8	24							24	56	\$9,455
4.2 90% PS&E	0	0	16	164	80	0	80	24	80	120	284	648	\$137,773
Prepare 90% PS&E and Contract Deliverables				80	40		40	24	80	120	240	624	\$91,834
Interdisciplinary Review Meeting, Address Comments, Final QA/QC			8	80	40		40			0	0	168	\$36,484
Submit 90% PS&E and Contract Deliverables			8									8	\$2,000
City and Stakeholder Review of 90%, Comment Resolution Meeting				24							24	48	\$7,455
4.3 100% PS&E	0	0	24	184	80	0	84	24	24	40	200	640	\$109,847
Prepare 100% PS&E and Contract Deliverables				80	40			24	24		120	268	\$48,484
Interdisciplinary Review Meeting, Address Comments, Final QA/QC			8	40								48	\$10,593
Submit 100% PS&E and Contract Deliverables			8	24			24					56	\$12,368
City and Stakeholder Review of 100%, Comment Resolution Meeting			8	40	40		40			40	80	248	\$40,374
4.4 Issue for Bid Documents	0	0	8	48	0	0	48	0	0	48	48	200	\$33,172
Prepare Final PS&E, Bid Schedule, and Contract Deliverables			8	48			48			48	48	200	\$33,172
Interdisciplinary Review Meeting, Address Comments, Final QA/QC												0	\$0
Submit Final Package												0	\$0
5. Plan Approvals, ROW, and Permits	0	0	24	32	0	0	32	0	0	0	0	88	\$19,881
5.1 Plan Approval & Permits	0	0	16	24	0	0	24	0	0	0	0	64	\$14,366



Task Descriptions	PRIME CONSULTANT											CivilPres Total Hours	CivilPres Total Cost
	Doug Sawyer	Basem Muallem	Bob Moran	David Bernhman	Mark Espesio	Emmanuel Oropoe	Mark Britten	Daniel Lubing	Mark W. Jett	Sasha Fox	Kyara Lamont		
Receive Plan Approval and Permits from City and Key Stakeholders	\$300	\$300	\$250	\$216	\$214	\$114	\$218	\$194	\$190	\$120	\$90	64	\$14,286
Environmental Permitting			16	24			24					0	\$0
5.2 Right of Way	0	0	8	8	0	0	8	0	0	0	0	24	\$5,486
Environmental Analysis Support												0	\$0
R/W Support for Design Development												0	\$0
Right-of-Way Acquisition												0	\$0
Utility Relocation Coordination			8	8			8					24	\$5,486
	24	76	548	1622	200	60	984	72	284	632	1248		
Total Labor Hours												5958	
Total Labor Costs												\$	1,088,517
ODCs												\$	12,000
Grand Total Cost												\$	1,098,517



Task Descriptions	SUBCONSULTANT									NWS Total Hours	NWS Total Cost
	Professional Associate	Professional Senior Manager	Senior Engineer/Planner/Surveyor	Associate Engineer/Planner/Surveyor	Asst Engineer/Planner/Surveyor	Senior CAD/CADD Technician/Designer	CADD Technician	Engineering Aid	2 person Survey Crew		
	\$228	\$205	\$186	\$170	\$135	\$145	\$136	\$70	\$252		
1. Project Management	280	80	8	70	206	52	104	22	0	822	\$144,962
General Project Administration	240						80			320	\$65,600
1.1 Project Coordination	24	40	8	70	126	52	0	22	0	342	\$63,160
Kick off Meeting	8	8	8							24	\$4,952
Monthly PDT Meetings		16			16					32	\$5,440
Agency Meetings (10)	8	8								16	\$3,464
Project Schedule and Updates										0	\$0
Monthly Progress Report										0	\$0
Community Outreach	8	8		70	110	52		22		270	\$39,294
1.2 Pre-Design	16	40	0	0	80	0	24	0	0	160	\$25,912
Review Existing Project Documents	16						24			40	\$8,912
Site Visits and Submission of Early Deliverables										0	\$0
Review and Approval of Early Deliverables - BOD, PWP, QA/QC, Schedule		40			80					120	\$19,000
2. Preliminary Engineering	256	0	128	80	160	0	211	16	80	1,541	\$254,932
2.1 30% Level Plans	176	0	120	0	0	0	628	0	0	824	\$134,266
Obtain aerial & ground surveying base map for design	16						48			64	\$10,176
Research Utilities, Perform Potholing & Map Utilities	80						240			320	\$50,880
Perform all Geotechnical Engineering										0	\$0
Prepare 30% PS&E and Contract Deliverables	80		120				240			440	\$73,200
Interdisciplinary Review Meeting, Address Comments, Final QA/QC										0	\$0
Submit 30% PS&E and Contract Deliverables										0	\$0
City and Stakeholder Review of 30%, Comment Resolution Meeting										0	\$0
2.2 Geotechnical Evaluation and Report	0	0	0	0	0	0	0	0	0	0	\$0
Perform Geotechnical field work										0	\$0
Prepare geotechnical report and findings										0	\$0
2.3 Reconnaissance and Field Surveys	90	0	8	80	160	0	383	16	80	817	\$130,676
Coordinate and Review All Existing Improvement Plans/As-built Drawings	8			32			24	8	56	128	\$25,200
Perform Field Reconnaissance and Prepare a Record of Site Conditions	34		8				80	8		130	\$20,680
Perform Lidar Survey and Topographic Survey					160		24		24	208	\$30,912
Plans and Legal Descriptions	48			48			255			351	\$53,784
2.4 Utility and Other Coordination	0	0	0	0	0	0	0	0	0	0	\$0
Coordinate, Research, and Verify Location of Existing Utilities and Any Applicable Relocations										0	\$0
Maintain Coordination with Utility Agencies										0	\$0
Coordination of Design with Affected Developers										0	\$0
3. Environmental Documentation and Approval	0	0	0	0	0	0	0	0	0	0	\$0
Initiation for environmental phase										0	\$0
Draft Environmental Studies										0	\$0
Environmental Clearance/Project Approval										0	\$0
Submit Deliverables to the City										0	\$0
4. Final PS&E	240	0	0	360	0	0	720	0	0	1,320	\$213,840
4.1 60% PS&E	80	0	0	120	0	0	240	0	0	440	\$71,280
Prepare 60% PS&E and Contract Deliverables	80			120			240			440	\$71,280
Interdisciplinary Review Meeting, Address IDR Comments, Final QA/QC										0	\$0
Submit 60% PS&E and Contract Deliverables										0	\$0
City and Stakeholder Review of 60%, Comment Resolution Meeting										0	\$0
4.2 90% PS&E	80	0	0	120	0	0	240	0	0	440	\$71,280
Prepare 90% PS&E and Contract Deliverables	80			120			240			440	\$71,280
Interdisciplinary Review Meeting, Address Comments, Final QA/QC										0	\$0
Submit 90% PS&E and Contract Deliverables										0	\$0
City and Stakeholder Review of 90%, Comment Resolution Meeting										0	\$0
4.3 100% PS&E	80	0	0	120	0	0	240	0	0	440	\$71,280
Prepare 100% PS&E and Contract Deliverables	80			120			240			440	\$71,280
Interdisciplinary Review Meeting, Address Comments, Final QA/QC										0	\$0
Submit 100% PS&E and Contract Deliverables										0	\$0
City and Stakeholder Review of 100%, Comment Resolution Meeting										0	\$0




Task Descriptions	SUBCONSULTANT										NV5 Total Hours	NV5 Total Cost
	Professional Associate	Professional Senior Manager	Senior Engineer/Planner/Surveyor	Associate Engineer/Planner/Surveyor	Asst Engineer/Planner/Surveyor	Senior CAD Technician/Designer	CAD Technician	Engineering Aid	2 Person Survey Crew			
	\$228	\$205	\$186	\$170	\$135	\$145	\$136	\$70	\$252			
4.4 Issue for Bid Documents	0	0	0	0	0	0	0	0	0	0	0	\$0
Prepare Final PS&E, Bid Schedule, and Contract Deliverables											0	\$0
Interdisciplinary Review Meeting, Address Comments, Final QA/QC											0	\$0
Submit Final Package											0	\$0
5. Plan Approvals, ROW, and Permits	0	0	0	0	0	0	0	0	0	0	0	\$0
5.1 Plan Approval & Permits	0	0	0	0	0	0	0	0	0	0	0	\$0
Receive Plan Approvals and Permits from City and Key Stakeholders											0	\$0
Environmental Permitting											0	\$0
5.2 Right of Way	0	0	0	0	0	0	0	0	0	0	0	\$0
Environmental Analysis Support											0	\$0
R/W Support for Design Development											0	\$0
Right-of-Way Acquisition											0	\$0
Utility Relocation Coordination											0	\$0
	786	80	136	610	366	52	1735	38	80			
Total Labor Hours											3783	
Total Labor Costs											\$	628,334
ODCs											\$	5,000
NV5 Grand Total Cost											\$	628,334




	SUBCONSULTANT										EPIC Total Hours	EPIC Total Cost
	EPIC Land Solutions											
Task Descriptions	Right of Way Planning Lead	Right of Way Planning Analyst	Utility Manager	Utility Coordinator	ROW Project Manager	Sr. ROW Agent	ROW Agent	Advisory Manager	Budget & Financial Control Analyst	Administrative Assistant		
	\$175	\$135	\$150	\$80	\$145	\$120	\$90	\$180	\$150	\$75		
1. Project Management	20	0	88	25	72	30	0	20	18	0	273	\$30,040
General Project Administration	20		88	25	72	30		20	18		273	\$30,040
1.1 Project Coordination	0	0	0	0	0	0	0	0	0	0	0	\$0
Kick-off Meeting											0	\$0
Monthly PDT Meetings											0	\$0
Agency Meetings (10)											0	\$0
Project Schedule and Updates											0	\$0
Monthly Progress Report											0	\$0
Community Outreach											0	\$0
1.2 Pre-Design	0	0	0	0	0	0	0	0	0	0	0	\$0
Review Existing Project Documents											0	\$0
Site Visits and Submission of Early Deliverables											0	\$0
Review and Approval of Early Deliverables - BOD, P&P, QA/QC Schedule											0	\$0
2. Preliminary Engineering	0	0	0	0	0	0	0	0	0	0	0	\$0
2.1 30% Level Plans	0	0	0	0	0	0	0	0	0	0	0	\$0
Obtain aerial & ground surveying base map for design											0	\$0
Research Utilities, Perform Potholing & Map Utilities											0	\$0
Perform all Geotechnical Engineering											0	\$0
Prepare 30% PS&E and Contract Deliverables											0	\$0
Interdisciplinary Review Meeting, Address Comments, Final QA/QC											0	\$0
Submit 30% PS&E and Contract Deliverables											0	\$0
City and Stakeholder Review of 30%, Comment Resolution Meeting											0	\$0
2.2 Geotechnical Evaluation and Report	0	0	0	0	0	0	0	0	0	0	0	\$0
Perform Geotechnical field work											0	\$0
Prepare geotechnical report and findings											0	\$0
2.3 Reconnaissance and Field Surveys	0	0	0	0	0	0	0	0	0	0	0	\$0
Coordinate and Review All Existing Improvement Plans/As-built Drawings											0	\$0
Perform Field Reconnaissance and Prepare a Record of Site Conditions											0	\$0
Perform Lidar Survey and Topographic Survey											0	\$0
Plats and Legal Descriptions											0	\$0
2.4 Utility and Other Coordination	0	0	0	0	0	0	0	0	0	0	0	\$0
Coordinate, Research, and Verify Location of Existing Utilities and Any Applicable Relocations											0	\$0
Maintain Coordination with Utility Agencies											0	\$0
Coordination of Design with Affected Developers											0	\$0
3. Environmental Documentation and Approval	0	0	0	0	0	0	0	0	0	0	0	\$0
Initiation for environmental phase											0	\$0
Draft Environmental Studies											0	\$0
Environmental Clearance/Project Approval											0	\$0
Submit Deliverables to the City											0	\$0
4. Final PS&E	0	0	0	0	0	0	0	0	0	0	0	\$0
4.1 60% PS&E	0	0	0	0	0	0	0	0	0	0	0	\$0
Prepare 60% PS&E and Contract Deliverables											0	\$0
Interdisciplinary Review Meeting, Address IDP Comments, Final QA/QC											0	\$0
Submit 60% PS&E and Contract Deliverables											0	\$0
City and Stakeholder Review of 60%, Comment Resolution Meeting											0	\$0
4.2 90% PS&E	0	0	0	0	0	0	0	0	0	0	0	\$0
Prepare 90% PS&E and Contract Deliverables											0	\$0
Interdisciplinary Review Meeting, Address Comments, Final QA/QC											0	\$0
Submit 90% PS&E and Contract Deliverables											0	\$0
City and Stakeholder Review of 90%, Comment Resolution Meeting											0	\$0
4.3 100% PS&E	0	0	0	0	0	0	0	0	0	0	0	\$0
Prepare 100% PS&E and Contract Deliverables											0	\$0
Interdisciplinary Review Meeting, Address Comments, Final QA/QC											0	\$0
Submit 100% PS&E and Contract Deliverables											0	\$0
City and Stakeholder Review of 100%, Comment Resolution Meeting											0	\$0
4.4 Issue for Bid Documents	0	0	0	0	0	0	0	0	0	0	0	\$0
Prepare Final PS&E, Bid Schedule, and Contract Deliverables											0	\$0
Interdisciplinary Review Meeting, Address Comments, Final QA/QC											0	\$0





Task Descriptions	SUBCONSULTANT										EPIC Total Hours	EPIC Total Cost
	Right of Way Planning Lead	Right of Way Planning Analyst	Utility Manager	Utility Coordinator	ROW Project Manager	Sr ROW Agent	ROW Agent	Advisory Manager	Budget & Financial Control Analyst	Resource Analyst Assistant		
Submit Final Package	\$175	\$135	\$150	\$80	\$145	\$120	\$90	\$180	\$150	\$75	0	\$0
5. Plan Approvals, ROW, and Permits	32	32	321	212	94	70	212	10	2	406	1,399	\$149,950
6.1 Plan Approval & Permits	0	0	0	0	0	0	0	0	0	0	0	\$0
Receive Plan Approvals and Permit from City and Key Stakeholders											0	\$0
Environmental Permitting											0	\$0
6.2 Right of Way	32	32	321	212	94	78	212	10	2	406	1,399	\$149,950
Environmental Analysis Support	16	16									32	\$4,960
ROW Support for Design Development	16	16									32	\$4,960
Right-of-Way Acquisition					89	78	212	5	1	364	749	\$99,695
Utility Relocation Coordination			321	212	5			5	1	42	586	\$70,035
	52	32	409	237	166	109	212	30	20	406		
Total Labor Hours											1572	
Total Labor Costs											\$	186,890
ODCs											\$	171,960
EPIC Grand Total Cost											\$	360,640






Task Descriptions	SUBCONSULTANT						Geecon Total Hours	Geecon Total Cost
	Geecon West, Inc.							
	Associate Engineer	Senior Engineer	Senior Geologist	Senior Project Geologist	Project Engineer	Laboratory Technician		
	\$160	\$150	\$150	\$140	\$130	\$90		
1. Project Management	0	0	0	0	0	0	0	\$0
General Project Administration							0	\$0
1.1 Project Coordination	0	0	0	0	0	0	0	\$0
Kick-off Meeting							0	\$0
Monthly PDT Meetings							0	\$0
Agency Meetings (10)							0	\$0
Project Schedule and Updates							0	\$0
Monthly Progress Report							0	\$0
Community Outreach							0	\$0
1.2 Pre-Design	0	0	0	0	0	0	0	\$0
Review Existing Project Documents							0	\$0
Site Visits and Submission of Early Deliverables							0	\$0
Review and Approval of Early Deliverables - BOD, PWP, QA/QC, Schedule							0	\$0
2. Preliminary Engineering	0	16	0	0	32	12	60	\$7,640
2.1 30% Level Plans	0	0	0	0	0	0	0	\$0
Obtain aerial & ground surveying base map for design							0	\$0
Research Utilities, Perform Potholing & Map Utilities							0	\$0
Perform all Geotechnical Engineering							0	\$0
Prepare 30% PS&E and Contract Deliverables							0	\$0
Interdisciplinary Review Meeting, Address Comments, Final QA/QC							0	\$0
Submit 30% PS&E and Contract Deliverables							0	\$0
City and Stakeholder Review of 30%, Comment Resolution Meeting							0	\$0
2.2 Geotechnical Evaluation and Report	0	16	0	0	32	12	60	\$7,640
Perform Geotechnical field work					16		16	\$2,080
Prepare geotechnical report and findings		16			16	12	44	\$5,560
2.3 Reconnaissance and Field Surveys	0	0	0	0	0	0	0	\$0
Coordinate and Review All Existing Improvement Plans/As-built Drawings							0	\$0
Perform Field Reconnaissance and Prepare a Record of Site Conditions							0	\$0
Perform Lidar Survey and Topographic Survey							0	\$0
Platts and Legal Descriptions							0	\$0
2.4 Utility and Other Coordination	0	0	0	0	0	0	0	\$0
Coordinate, Research, and Verify Location of Existing Utilities and Any Applicable Relocations							0	\$0
Maintain Coordination with Utility Agencies							0	\$0
Coordination of Design with Affected Developers							0	\$0
3. Environmental Documentation and Approval	0	0	0	0	0	0	0	\$0
Initiation for environmental phase							0	\$0
Draft Environmental Studies							0	\$0
Environmental Clearance/Project Approval							0	\$0
Submit Deliverables to the City							0	\$0
4. Final PS&E	0	0	0	0	0	0	0	\$0
4.1 60% PS&E	0	0	0	0	0	0	0	\$0
Prepare 60% PS&E and Contract Deliverables							0	\$0
Interdisciplinary Review Meeting, Address IDR Comments, Final QA/QC							0	\$0
Submit 60% PS&E and Contract Deliverables							0	\$0




Task Descriptions	SUBCONSULTANT						Geocon Total Hours	Geocon Total Cost
	Associate Engineer	Senior Engineer	Senior Geologist	Senior Project Geologist	Project Engineer	Laboratory Technician		
	\$160	\$150	\$150	\$140	\$130	\$90		
City and Stakeholder Review of 60%, Comment Resolution Meeting							0	\$0
4.2 90% PS&E	0	0	0	0	0	0	0	\$0
Prepare 90% PS&E and Contract Deliverables							0	\$0
Interdisciplinary Review Meeting, Address Comments, Final QA/QC							0	\$0
Submit 90% PS&E and Contract Deliverables							0	\$0
City and Stakeholder Review of 90%, Comment Resolution Meeting							0	\$0
4.3 100% PS&E	0	0	0	0	0	0	0	\$0
Prepare 100% PS&E and Contract Deliverables							0	\$0
Interdisciplinary Review Meeting, Address Comments, Final QA/QC							0	\$0
Submit 100% PS&E and Contract Deliverables							0	\$0
City and Stakeholder Review of 100%, Comment Resolution Meeting							0	\$0
4.4 Issue for Bid Documents	0	0	0	0	0	0	0	\$0
Prepare Final PS&E, Bid Schedule, and Contract Deliverables							0	\$0
Interdisciplinary Review Meeting, Address Comments, Final QA/QC							0	\$0
Submit Final Package							0	\$0
5. Plan Approvals, ROW, and Permits	0	0	0	0	0	0	0	\$0
5.1 Plan Approval & Permits	0	0	0	0	0	0	0	\$0
Receive Plan Approvals and Permits from City and Key Stakeholders							0	\$0
Environmental Permitting							0	\$0
5.2 Right of Way	0	0	0	0	0	0	0	\$0
Environmental Analysis Support							0	\$0
ROW Support for Design Development							0	\$0
Right-of-Way Acquisition							0	\$0
Utility Relocation Coordination							0	\$0
	0	16	0	0	32	12		
Total Labor Hours							60	
Total Labor Costs							\$	7,640
ODCs							\$	49,655
GEOCON Grand Total Cost							\$	57,295



 New. Better. Best.	SUBCONSULTANT								
	Rincon Consultants							Rincon Total Hours	Rincon Total Cost
Principal In Charge	CEQA/NEPA	Cultural	Biological	Air/Noise	Land Use	Project Administrator			
Task Descriptions	\$237	\$237	\$140	\$188	\$188	\$157	\$100		
1. Project Management	8	16	19	20	21	0	5	89	\$16,546
General Project Administration	8	16	19	20	21		5	89	\$16,546
1.1 Project Coordination	0	0	0	0	0	0	0	0	\$0
Kick-off Meeting								0	\$0
Monthly PDT Meetings								0	\$0
Agency Meetings (10)								0	\$0
Project Schedule and Updates								0	\$0
Monthly Progress Report								0	\$0
Community Outreach								0	\$0
1.2 Pre-Design	0	0	0	0	0	0	0	0	\$0
Review Existing Project Documents								0	\$0
Site Visits and Submission of Early Deliverables								0	\$0
Review and Approval of Early Deliverables - BOD, PWP, QA/QC, Schedule								0	\$0
2. Preliminary Engineering	0	0	8	10	4	4	0	26	\$4,379
2.1 30% Level Plans	0	0	0	0	0	0	0	0	\$0
Obtain aerial & ground surveying base map for design								0	\$0
Research Utilities, Perform Potholing & Map Utilities								0	\$0
Perform all Geotechnical Engineering								0	\$0
Prepare 30% PS&E and Contract Deliverables								0	\$0
Interdisciplinary Review Meeting, Address Comments, Final QA/QC								0	\$0
Submit 30% PS&E and Contract Deliverables								0	\$0
City and Stakeholder Review of 30%, Comment Resolution Meeting								0	\$0
2.2 Geotechnical Evaluation and Report	0	0	0	0	0	0	0	0	\$0
Perform Geotechnical field work								0	\$0
Prepare geotechnical report and findings								0	\$0
2.3 Reconnaissance and Field Surveys	0	0	8	10	4	4	0	26	\$4,379
Coordinate and Review All Existing Improvement Plans/As-built Drawings								0	\$0
Perform Field Reconnaissance and Prepare a Record of Site Conditions								0	\$0
Perform Lidar Survey and Topographic Survey								0	\$0
Platts and Legal Descriptions			8	10	4	4		26	\$4,379
2.4 Utility and Other Coordination	0	0	0	0	0	0	0	0	\$0
Coordinate, Research, and Verify Location of Existing Utilities and Any Applicable Relocations								0	\$0
Maintain Coordination with Utility Agencies								0	\$0
Coordination of Design with Affected Developers								0	\$0
3. Environmental Documentation and Approval	2	20	76	80	98	73	72	421	\$67,942
Initiation for environmental phase								0	\$0
Draft Environmental Studies	2	20	76	80	98	73	72	421	\$67,942
Environmental Clearance/Project Approval								0	\$0
Submit Deliverables to the City								0	\$0
4. Final PS&E	0	0	0	0	0	0	0	0	\$0
4.1 60% PS&E	0	0	0	0	0	0	0	0	\$0
Prepare 60% PS&E and Contract Deliverables								0	\$0
Interdisciplinary Review Meeting, Address IDR Comments, Final QA/QC								0	\$0
Submit 60% PS&E and Contract Deliverables								0	\$0
City and Stakeholder Review of 60%, Comment Resolution Meeting								0	\$0
4.2 90% PS&E	0	0	0	0	0	0	0	0	\$0
Prepare 90% PS&E and Contract Deliverables								0	\$0
Interdisciplinary Review Meeting, Address Comments, Final QA/QC								0	\$0





MENIFEE

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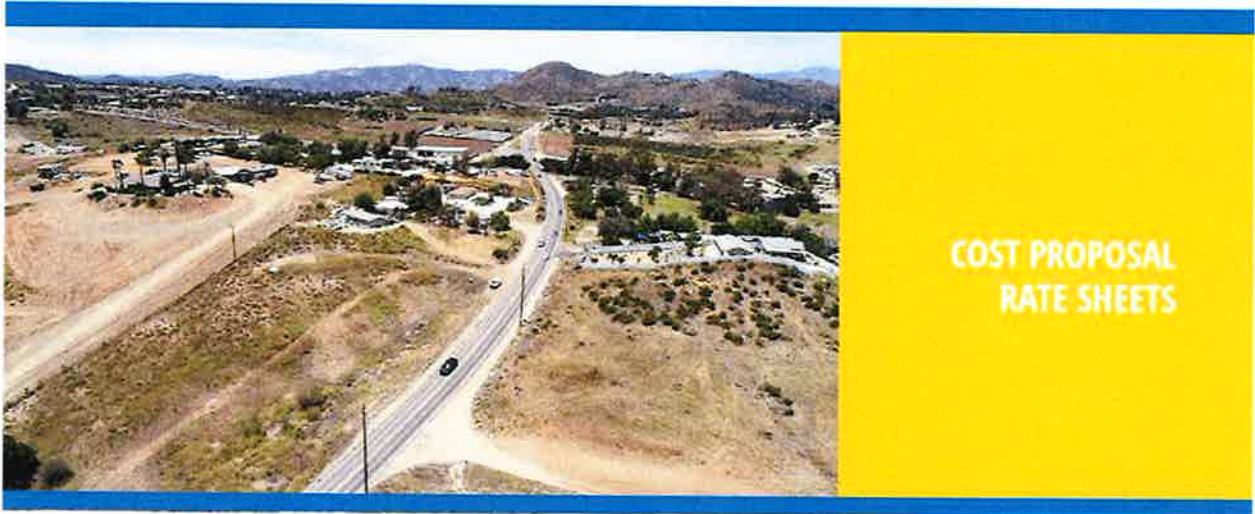
Task Descriptions	SUBCONSULTANT								Rincon Total Hours	Rincon Total Cost
	Rincon Consultants									
	Principal in Charge	CEQA/NEPA	Cultural	Biological	Air/Noise	Land Use	Project Administrator			
Submit 90% PS&E and Contract Deliverables	\$237	\$237	\$140	\$188	\$188	\$157	\$100	0	\$0	
City and Stakeholder Review of 90% Comment Resolution Meeting								0	\$0	
4.3 100% PS&E	0	0	0	0	0	0	0	0	\$0	
Prepare 100% PS&E and Contract Deliverables								0	\$0	
Interdisciplinary Review Meeting, Address Comments, Final QA/QC								0	\$0	
Submit 100% PS&E and Contract Deliverables								0	\$0	
City and Stakeholder Review of 100% Comment Resolution Meeting								0	\$0	
4.4 Issue for Bid Documents	0	0	0	0	0	0	0	0	\$0	
Prepare Final PS&E, Bid Schedule, and Contract Deliverables								0	\$0	
Interdisciplinary Review Meeting, Address Comments, Final QA/QC								0	\$0	
Submit Final Package								0	\$0	
5. Plan Approvals, ROW, and Permits	0	4	24	40	32	4	30	134	\$21,466	
5.1 Plan Approval & Permits	0	4	24	40	32	4	30	134	\$21,466	
Receive Plan Approvals and Permits from City and Key Stakeholders								0	\$0	
Environmental Permitting		4	24	40	32	4	30	134	\$21,466	
5.2 Right of Way	0	0	0	0	0	0	0	0	\$0	
Environmental Analysis Support								0	\$0	
R/W Support for Design Development								0	\$0	
Right-of-Way Acquisition								0	\$0	
Utility Relocation Coordination								0	\$0	
6. Optional Services	0	0	0	0	0	0	0	0	\$0	
Submission of scope and fee to bring the project into compliance with NEPA for the entire alignment of the project as identified in the EIR								0	\$0	
	10	40	127	150	155	\$1	107			
Total Labor Hours								670		
Optional Services Hours								0		
Total Labor Costs								\$	110,333	
Optional Services \$								\$	-	
ODCs								\$	5,000	
RINCON Grand Total Cost								\$	116,333	



Task Descriptions	SUBCONSULTANT		
	Hydro Solutions		
	Jarrod Miller	Hydro Solutions Total Hours	Hydro Solutions Total Cost
Task Descriptions	\$140		
1. Project Management	96	96	\$13,440
General Project Administration	96	96	\$13,440
1.1 Project Coordination	0	0	\$0
Kick-off Meeting		0	\$0
Monthly PDT Meetings		0	\$0
Agency Meetings (10)		0	\$0
Project Schedule and Updates		0	\$0
Monthly Progress Report		0	\$0
Community Outreach		0	\$0
1.2 Pre-Design	0	0	\$0
Review Existing Project Documents		0	\$0
Site Visits and Submission of Early Deliverables		0	\$0
Review and Approval of Early Deliverables - BOD, PWP, QA/QC, Schedule		0	\$0
2. Preliminary Engineering	230	230	\$32,200
2.1 30% Level Plans	230	230	\$32,200
Obtain aerial & ground surveying base map for design		0	\$0
Research Utilities, Perform Potholing & Map Utilities		0	\$0
Perform all Geotechnical Engineering		0	\$0
Prepare 30% PS&E and Contract Deliverables		0	\$0
Interdisciplinary Review Meeting, Address Comments, Final QA/QC	230	230	\$32,200
Submit 30% PS&E and Contract Deliverables		0	\$0
City and Stakeholder Review of 30%, Comment Resolution Meeting		0	\$0
2.2 Geotechnical Evaluation and Report	0	0	\$0
Perform Geotechnical field work		0	\$0
Prepare geotechnical report and findings		0	\$0
2.3 Reconnaissance and Field Surveys	0	0	\$0
Coordinate and Review All Existing Improvement Plans/As-built Drawings		0	\$0
Perform Field Reconnaissance and Prepare a Record of Site Conditions		0	\$0
Perform Lidar Survey and Topographic Survey		0	\$0
Platts and Legal Descriptions		0	\$0
2.4 Utility and Other Coordination	0	0	\$0
Coordinate, Research, and Verify Location of Existing Utilities and Any Applicable Relocations		0	\$0
Maintain Coordination with Utility Agencies		0	\$0
Coordination of Design with Affected Developers		0	\$0
3. Environmental Documentation and Approval	0	0	\$0
Initiation for environmental phase		0	\$0
Draft Environmental Studies		0	\$0
Environmental Clearance/Project Approval		0	\$0
Submit Deliverables to the City		0	\$0



Task Descriptions	SUBCONSULTANT		
	Hydro Solutions		
	Jarrod Miller	Hydro Solutions Total Hours	Hydro Solutions Total Cost
Task Descriptions	\$140		
4. Final PS&E	240	230	\$33,600
4.1 60% PS&E	100	140	\$14,000
Prepare 60% PS&E and Contract Deliverables		0	\$0
Interdisciplinary Review Meeting, Address IDR Comments, Final QA/QC	100	100	\$14,000
Submit 60% PS&E and Contract Deliverables		0	\$0
City and Stakeholder Review of 60%, Comment Resolution Meeting		0	\$0
4.2 90% PS&E	100	100	\$14,000
Prepare 90% PS&E and Contract Deliverables		0	\$0
Interdisciplinary Review Meeting, Address Comments, Final QA/QC	100	100	\$14,000
Submit 90% PS&E and Contract Deliverables		0	\$0
City and Stakeholder Review of 90%, Comment Resolution Meeting		0	\$0
4.3 100% PS&E	40	40	\$5,600
Prepare 100% PS&E and Contract Deliverables		0	\$0
Interdisciplinary Review Meeting, Address Comments, Final QA/QC	40	40	\$5,600
Submit 100% PS&E and Contract Deliverables		0	\$0
City and Stakeholder Review of 100%, Comment Resolution Meeting		0	\$0
4.4 Issue for Bid Documents	0	0	\$0
Prepare Final PS&E, Bid Schedule, and Contract Deliverables		0	\$0
Interdisciplinary Review Meeting, Address Comments, Final QA/QC		0	\$0
Submit Final Package		0	\$0
5. Plan Approvals, ROW, and Permits	0	0	\$0
5.1 Plan Approval & Permits		0	\$0
Receive Plan Approvals and Permits from City and Key Stakeholders		0	\$0
Environmental Permitting		0	\$0
5.2 Right of Way		0	\$0
Environmental Analysis Support		0	\$0
R/W Support for Design Development		0	\$0
Right-of-Way Acquisition		0	\$0
Utility Relocation Coordination		0	\$0
	566		
Total Labor Hours		606	
Total Labor Costs	\$		79,240
ODCs	\$		600
GEOCON Grand Total Cost	\$		79,840





RATE SHEETS

CivilPros	
Resource/Classification	Rate
Doug Sawyer (Principal In-Charge)	\$300
Basem Muallem (Technical Advisor)	\$300
Bob Morin (Program Manager)	\$250
David Berryman (Sr. Project Manager)	\$215
Mark Esposito (Sr. Project Manager)	\$214
Matt Britten (Sr. Project Manager)	\$218
Danielle Libring (Project Manager)	\$194
Nick Nichols (Project Manager)	\$190
Emmanuel Grospe (Project Controls)	\$115
Sasha Fox (Senior CADD Designer)	\$120
Karina Lamadrid (Assistant Engineer)	\$96
NV5	
Resource/Classification	Rate
Professional Associate	\$228
Professional Senior Manager	\$205
Senior Engineer/Planner/Surveyor	\$186
Associate Engineer/Planner/Surveyor	\$170
Asst Engineer/Planner/Surveyor	\$135
Senior CADD Technician/Designer	\$145
CADD Technician III	\$136
Engineering Aid	\$70
2-Person Survey Crew	\$252
EPIC	
Resource/Classification	Rate
Right of Way Planning Lead	\$175
Right of Way Planning Analyst	\$135
Utility Manager	\$150
Utility Coordinator	\$80
ROW Project Manager	\$145
Sr. ROW Agent	\$120
ROW Agent	\$90
Advisory Manager	\$180
Budget & Financial Control Analyst	\$150



RATE SHEETS

Administrative Assistant		\$75
Geocon		
Resource/Classification	Rate	
Associate Engineer	\$180	
Senior Engineer	\$150	
Senior Geologist	\$150	
Senior Project Geologist	\$140	
Project Engineer	\$130	
Laboratory Technician	\$90	
Rincon		
Resource/Classification	Rate	
Principal In Charge	\$237	
CEQA/NEPA	\$237	
Cultural	\$140	
Biological	\$188	
Air/Noise	\$188	
Land Use	\$157	
Project Administrator	\$100	
Hydro Solutions		
Resource/Classification	Rate	
Jarod Miller	\$140	