

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
MOFFATT & NICHOL
FOR
ENGINEERING AND ENVIRONMENTAL CONSULTING SERVICES
FOR GILBERT DRIVE BRIDGE OVER SHELTER CHANNEL

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter referred to as "CITY," and MOFFATT & NICHOL, hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to provide engineering and consulting services; and

Pursuant to documentation on file in the office of the City Clerk, the provisions of the Huntington Beach Municipal Code, Chapter 3.03, relating to procurement of professional service contracts have been complied with; and

CONSULTANT has been selected to perform these services,

NOW, THEREFORE, it is agreed by CITY and CONSULTANT as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide all services as described in **Exhibit "A,"** which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the "PROJECT."

CONSULTANT hereby designates Omar Jaradat who shall represent it and be its sole contact and agent in all consultations with CITY during the performance of this Agreement.

2. CITY STAFF ASSISTANCE

CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this Agreement.

3. TERM; TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONSULTANT are to commence on _____, 20____ (the "Commencement Date"). This Agreement shall automatically terminate three (3) years from the Commencement Date, unless extended or sooner terminated as provided herein. All tasks specified in **Exhibit "A"** shall be completed no later than three (3) years from the Commencement Date. The time for performance of the tasks identified in **Exhibit "A"** are generally to be shown in **Exhibit "A."** This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

In the event the Commencement Date precedes the Effective Date, CONSULTANT shall be bound by all terms and conditions as provided herein.

4. COMPENSATION

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT on a time and materials basis at the rates specified in **Exhibit "B,"** which is attached hereto and incorporated by reference into this Agreement, a fee, including all costs and expenses, not to exceed Four Hundred Eighty Four Thousand Four Hundred Three Dollars and Nineteen Cents (\$484,403.19).

5. EXTRA WORK

In the event CITY requires additional services not included in **Exhibit "A"** or changes in the scope of services described in **Exhibit "A,"** CONSULTANT will undertake such work only after receiving written authorization from CITY. Additional compensation for such extra work shall be allowed only if the prior written approval of CITY is obtained.

6. METHOD OF PAYMENT

CONSULTANT shall be paid pursuant to the terms of **Exhibit "B."**

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONSULTANT agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to CITY, and CONSULTANT shall turn these materials over to CITY upon expiration or termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used by CITY as it sees fit.

8. HOLD HARMLESS

A. CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent (or alleged negligent) performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CONSULTANT will conduct all defense at its sole cost and expense and CITY shall approve selection of CONSULTANT's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by CONSULTANT.

B. To the extent that CONSULTANT performs "Design Professional Services" within the meaning of Civil Code Section 2782.8, then the following Hold Harmless provision applies in place of subsection A above:

“CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY and its officers, elected or appointed officials, employees, agents and volunteers, from and against any and all claims, damages, losses, expenses, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) to the extent that the claims against CONSULTANT arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT. In no event shall the cost to defend charged to CONSULTANT exceed CONSULTANT’s proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more other defendants to the claims and/or litigation is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, CONSULTANT shall meet and confer with CITY and other defendants regarding unpaid defense costs. The duty to indemnify, including the duty and the cost to defend, is limited as provided in California Civil Code Section 2782.8.

C. Regardless of whether subparagraph A or B applies, CITY shall be reimbursed by CONSULTANT for all costs and attorney’s fees incurred by CITY in enforcing this obligation. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONSULTANT’s professional liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention without the express written consent of CITY; however an insurance

policy "deductible" of Ten Thousand Dollars (\$10,000.00) or less is permitted. A claims-made policy shall be acceptable if the policy further provides that:

- A. The policy retroactive date coincides with or precedes the initiation of the scope of work (including subsequent policies purchased as renewals or replacements).
- B. CONSULTANT shall notify CITY of circumstances or incidents that might give rise to future claims.

CONSULTANT will make every effort to maintain similar insurance during the required extended period of coverage following PROJECT completion. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

If CONSULTANT fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the CITY with required proof that insurance has been procured and is in force and paid for, the CITY shall have the right, at the CITY's election, to forthwith terminate this Agreement. Such termination shall not effect Consultant's right to be paid for its time and materials expended prior to notification of termination. CONSULTANT waives the right to receive compensation and agrees to indemnify the CITY for any work performed prior to approval of insurance by the CITY.

10. CERTIFICATE OF INSURANCE

Prior to commencing performance of the work hereunder, CONSULTANT shall furnish to CITY a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- A. provide the name and policy number of each carrier and policy;
- B. state that the policy is currently in force; and

C. shall promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

CONSULTANT shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by CITY.

The requirement for carrying the foregoing insurance coverage shall not derogate from CONSULTANT's defense, hold harmless and indemnification obligations as set forth in this Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. CONSULTANT shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

11. INDEPENDENT CONTRACTOR

CONSULTANT is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of CITY. CONSULTANT shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONSULTANT and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services to be performed hereunder.

12. TERMINATION OF AGREEMENT

All work required hereunder shall be performed in a good and workmanlike manner. CITY may terminate CONSULTANT's services hereunder at any time with or without cause, and whether or not the PROJECT is fully complete. Any termination of this Agreement by CITY shall be made in writing, notice of which shall be delivered to CONSULTANT as provided herein. In the

event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

13. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the work hereunder shall not be assigned, delegated or subcontracted by CONSULTANT to any other person or entity without the prior express written consent of CITY. If an assignment, delegation or subcontract is approved, all approved assignees, delegates and subconsultants must satisfy the insurance requirements as set forth in Sections 9 and 10 hereinabove.

14. COPYRIGHTS/PATENTS

CITY shall own all rights to any patent or copyright on any work, item or material produced as a result of this Agreement.

15. CITY EMPLOYEES AND OFFICIALS

CONSULTANT shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code.

16. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONSULTANT's agent (as designated in Section 1 hereinabove) or to CITY as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below. CITY and CONSULTANT may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U. S. certified mail-return receipt requested:

TO CITY:

City of Huntington Beach
ATTN: Director of Public Works
2000 Main Street
Huntington Beach, CA 92648

TO CONSULTANT:

Moffatt & Nichol
ATTN: Omar Jaradat
555 Anton Blvd.
Costa Mesa, CA 92626

17. CONSENT

When CITY's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transaction or event.

18. MODIFICATION

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

19. SECTION HEADINGS

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

20. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or

neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

21. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

22. IMMIGRATION

CONSULTANT shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the United States Code regarding employment verification.

23. LEGAL SERVICES SUBCONTRACTING PROHIBITED

CONSULTANT and CITY agree that CITY is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. CONSULTANT understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for CITY; and CITY shall not be liable for payment of any legal services expenses incurred by CONSULTANT.

24. ATTORNEY'S FEES

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the nonprevailing party.

25. SURVIVAL

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

26. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

27. SIGNATORIES

Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

28. ENTIRETY

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this

Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supersede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

29. GENERAL PRINCIPALS CERTIFICATION FOR FEDERAL-AID CONTRACTS

CONSULTANT shall comply generally accepted accounting principles and good business practices. CONSULTANT shall, at its own expense, furnish all cost items associated with the proposed services except as specified to be furnished by City. CONSULTANT shall retain financial records, supporting documents, statistical records, and all other records pertinent to the proposed services for a period of a minimum of three (3) years from the expiration of the term of the Master Agreement.

CONSULTANT shall take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive or is considered sensitive consistent with laws regarding privacy and responsibility over confidentiality.

30. NON-DISCRIMINATION CERTIFICATION FOR FEDERAL-AID CONTRACTS

CONSULTANT shall take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive or is considered sensitive consistent with laws regarding privacy and responsibility over confidentiality.

CONSULTANT shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, national origin, creed, religion, age, sex, physical or mental disability, political affiliation, or marital status in accordance with applicable laws, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200-d); Section 162 (a) of the Federal-Aid Highway Act of 1973 (23 U.S.C. 324); Section 504 of the Rehabilitation Act of 1973; the Civil Rights Restoration Act of 1987 (P.L. 100-209); Executive Order 12898 (February 11, 1994); Executive Order 13166 (August 16, 2000); Title VII of the Civil Rights Act of

1964 (42 U.S.C 2000-d); the Age Discrimination Act of 1975 (42 U.S.C. 6101); Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (Section 11135, et seq) of the California Government Code; Title 9, Chapter 4, Subchapter 6 (Section 10800, et seq) of the CCR and California Department of Social Services Manual of Policies and Procedures (CDSS MPP) Division 21.

CONSULTANT shall ensure that proposed activities be accomplished in an equitable and impartial manner so that no person shall be excluded because of race, color, gender, or national origin from participation in, or be denied the benefits, or any program or activity for which federal financial assistance is received (31 CFR Part 22).

31. MBE AND WBE CERTIFICATION FOR FEDERAL-AID CONTRACTS

It is the policy of the City to encourage the participation of disadvantaged, minority and women owned business enterprises in the City's procurement process.

CONSULTANT agrees to use its best efforts to carry out this policy when sourcing the use of outside consultants, advisors and contractors to the fullest extent practicable, consistent with the efficient performance of a contract. CONSULTANT may rely on written representations by consultants, advisors and contractors regarding their status. CONSULTANT shall report to the City the names of all consultants, advisors and contractors hired for the proposed services and information on whether or not they are a disadvantaged, minority or women-owned business enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

CONSULTANT shall, in accordance with 2 CFR 200.321, take affirmative steps to include minority business, women's business enterprises, and labor surplus area firms when sourcing the use of outside consultants, advisors, and contractors for a contract by:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

- (b) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (d) Establishing delivery schedules, where the requirements permit, which encourage participation by small and minority businesses and women's business enterprises; and
- (e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

32. DOMESTIC PREFERENCE CERTIFICATION FOR FEDERAL-AID CONTRACTS

It is the policy of the City to encourage a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders.

CONSULTANT agrees to use its best efforts to comply with 2 CFR 200.322 to the fullest extent possible consistent with the efficient performance of a contract.

33. RECOVERED MATERIALS CERTIFICATION FOR FEDERAL-AID CONTRACTS

CONSULTANT shall comply with 2 CFR 200.322 and procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a

satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000. CONSULTANT certifies that the percentage of recovered materials to be used in the performance of this Agreement will be at least the amount required by applicable specifications or other contractual requirements. For contracts over \$100,000 in total value, CONSULTANT shall estimate the percentage of total material utilized for the performance of the project that is recovered materials and shall provide such estimate to City upon request.

34. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
CERTIFICATION FOR FEDERAL-AID CONTRACTS

CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401-7671q. CONSULTANT agrees to report each violation to the USDA and the appropriate EPA Regional Office.

CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). CONSULTANT agrees to report each violation to the USDA and the appropriate EPA Regional Office.

35. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this certification. Indicate to whom it applies, initiating agency, and dates of action.

36. NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this document, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an

officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

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

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

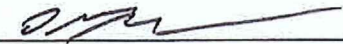
37. EFFECTIVE DATE

This Agreement shall be effective on the date of its approval by the City Council. This Agreement shall expire when terminated as provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by
and through their authorized officers.

CONSULTANT,
MOFFATT & NICHOL

CITY OF HUNTINGTON BEACH, a
municipal corporation of the State of
California

By: 
Omar Jaradat, Ph.D., P.E.

print name

ITS: (circle one) Chairman/President Vice President

Mayor

City Clerk

AND

By: 
David W. Huchel

print name

ITS: (circle one) Secretary/Chief Financial Officer/Asst.
Secretary - Treasurer

INITIATED AND APPROVED:

Director of Public Works

REVIEWED AND APPROVED:

City Manager

APPROVED AS TO FORM:

City Attorney



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by
and through their authorized officers.

CONSULTANT,
MOFFATT & NICHOL

CITY OF HUNTINGTON BEACH, a
municipal corporation of the State of
California

By: _____

ITS: (circle one) Chairman/President/Vice President

AND

By: _____

ITS: (circle one) Secretary/Chief Financial Officer/Asst.
Secretary - Treasurer

Mayor


City Clerk

INITIATED AND APPROVED:


Director of Public Works

REVIEWED AND APPROVED:

City Manager

APPROVED AS TO FORM:
 CCH

City Attorney

EXHIBIT A

STATEMENT OF WORK

PROFESSIONAL ENGINEERING AND ENVIRONMENTAL CONSULTING SERVICES FOR GILBERT DRIVE BRIDGE OVER SHELTER CHANNEL

CITY desires to repair the Gilbert Drive Bridge over Shelter Channel in Huntington Harbor within the City of Huntington Beach, California (the "Project," or the "Bridge"). CONSULTANT is to provide the following professional engineering and environmental consulting services for the CITY's Project:

A. Project Management: CONSULTANT's work for this task shall include, but not be limited to, the following services for the Project included within this Statement of Work:

1. Provide a response via email to CITY's Contract Administrator within two working days of CITY's request for assistance from CONSULTANT. If CONSULTANT is unable to timely provide CITY with a complete response, CONSULTANT shall respond to CITY with the estimated time needed to provide a complete response.
2. Provide the CITY's Contract Administrator with alternate contact information for any period of time that the CONSULTANT's Project Manager will be unavailable during the term of the Agreement. Any substitution of CONSULTANT's (or any subconsultant's) key personnel proposed by CONSULTANT for a period of greater than 3 weeks shall require prior CITY approval. CITY reserves the right to reject any proposed substitution of personnel proposed by CONSULTANT, and such decision shall not result in any additional costs to CITY or delays to the Project schedule.
3. Lead, direct and monitor CONSULTANT's team.
4. Coordinate, prepare for, attend, and document team meetings (e.g., Kick-Off, 35%, 65%, 90% submittal reviews, field meetings, pre-bid field meeting with prospective contractors, community outreach meetings) and action items. Meeting minutes and action items shall be emailed to CITY within three business days of said meeting.
5. Prepare, coordinate, and maintain a critical path method schedule to be provided to CITY in hard copy and PDF format with each submittal, or upon CITY's request.
6. Prepare and submit to CITY monthly progress reports to support CONSULTANT's invoicing.
7. Prepare and submit to CITY monthly invoices consistent with the approved Cost Proposal for work completed by CONSULTANT and any subconsultant, in an invoice format to be approved by CITY.

B. Caltrans Local Programs Compliance: On an as-needed basis CITY may request that CONSULTANT shall provide the following services for any of the Projects in this Statement of Work:

1. Determine whether work is eligible for reimbursement through Federal grant funding.

2. Prepare the Requests for Authorization, Right-of-Way Certifications, and all required documents necessary to obtain FHWA/Caltrans authorization to proceed with utility relocation and/or construction.
3. Revise and resubmit documents in response to comments by CITY and/or Caltrans.
4. Coordinate with and respond to Caltrans, as requested by CITY.
5. Provide CITY with guidance as to the timing of submittals to Caltrans as necessary to maintain the Project schedule.
6. Provide CITY with guidance to ensure compliance with FHWA and Caltrans requirements for Federal-aid Projects.

C. Surveying and Mapping: CITY's forces are capable of providing the surveying and mapping services for the Project. However, at CITY's request, CONSULTANT may be asked to provide the following surveying and/or mapping services for the Project included within this Statement of Work:

1. Satisfy CITY's insurance and business license requirements, apply for and obtain a no-fee encroachment permit prior to commencing surveying work within the public right-of-way.
2. Coordinate with property owner(s) or other entity to obtain legal right-of-entry prior to any surveying work to be performed on private property, or within a private easement area.
3. Perform a detailed, cross-section topographic survey at 25-ft. intervals of each Project area including, but not limited to: elevations at existing street centerline, top of curb, flow line, edge of gutter (if present), back of walk and/or right-of-way, existing Bridge features, existing public and private improvements (e.g., curb, gutter, sidewalk, concrete/asphalt limits, planter areas, signs and nomenclature, street lights, visible/accessible utilities, etc.).
4. Prepare and submit to CITY for review a draft base map, in accordance with CITY's drafting standards, for each Project to include the following minimum information: street names, street centerline stationing, existing legal property boundaries and addresses, easements, half- and full-street right-of-way widths, north arrow, graphical scale, existing utilities, and topographic information.
5. Revise the draft base map to address CITY's comments and resubmit to CITY.

Surveying and Mapping deliverables for the Project:

- a. CAD files in an AutoCAD format acceptable to CITY, including all supporting files (e.g., x-refs, blocks, fonts, plot styles, index to files, etc.) of the draft base map and survey control sheet prepared in a standard engineering scale and sized to fit within CITY's standard 24" x 36" sheet border and title block.
- b. CAD files in an AutoCAD format acceptable to CITY, including an index of all supporting files (e.g., x-refs, blocks, fonts, pen settings, etc.) of the revised base map and survey control sheet prepared in a standard engineering scale and sized to fit within CITY's standard 24" x 36" sheet border and title block.

D. Preliminary Engineering (35% Submittal): CONSULTANT shall develop and evaluate Bridge preventive maintenance strategies versus replacement and rehabilitation alternatives, and provide CITY with recommendations of the preferred Project design concept for budgeting and funding purposes, environmental approval, permitting, and final design. CONSULTANT's work related to this task shall include, but may not be limited to, the following services for the Project included within this Statement of Work:

1. Research and obtain all applicable State, County, CITY, and local records; review record maps, title reports, as-built plans, etc., to verify ownership interests and determine right-of-way needs.
2. Public and private utility facility mapping [see Utility Coordination and Relocation below], including the identification and all coordination of utilities that must be relocated and/or replaced within the Project area.
3. Review record drawings, excerpts from CITY's 2007 Highway Bridge Preventative Maintenance Plan ("BPMP"), Caltrans Bridge inspection reports, and perform field reconnaissance (including in-water and underwater inspection) to evaluate the current conditions, and recommend the scope of work for the Project.
4. Prepare and submit to CITY a draft technical memorandum comparing Bridge preventive maintenance strategies with Bridge replacement and rehabilitation alternatives, including:
 - a. Summary of the components of each alternative, including preliminary plans, right-of-way impacts (e.g., temporary construction easements), environmental and regulatory agency considerations, construction staging and access, utility relocation and accommodation, constructability, construction schedule, estimated construction cost, and eligibility for Federal Highway Bridge Program ("HBP") funding.
 - b. Discussion of pros and cons of each alternative and CONSULTANT's recommended alternative for final design.
 - c. Updated Bridge Planning Study drawings, including a preliminary plan, elevation, and typical section.
 - d. Preliminary phasing plans, depicting existing and proposed improvements, with each alternative to show how vehicular and pedestrian traffic will be maintained during construction.
 - e. Preliminary quantities and cost estimates, including a 25% contingency, shall be provided for each alternative.
5. Prepare and submit to CITY a final technical memorandum addressing all of CITY's comments on the draft technical memorandum.
6. Prepare a Microsoft PowerPoint slideshow of the information contained in the final technical memorandum, including current photos of the Bridge site, and make a presentation and answer questions in a meeting at City Hall to be coordinated by CITY staff.

7. If required for the design alternative selected by CITY, CONSULTANT shall identify the appropriate design floods, base flood (100-year flood), flood of record (if available), and the overtopping flood. As required by FHWA and Caltrans, these floods shall be evaluated using two or more methods. The results of the hydrologic analysis shall be presented in the form of a flood frequency curve.
8. If required for the design alternative selected by CITY, CONSULTANT shall obtain hydraulic parameters from the Army Corps of Engineers Hydraulic Engineering Center River Analysis System ("HEC-RAS") version 5.0.3 model based on: 1) eight to ten channel cross sections; 2) as-built data or survey of the existing Bridge; and 3) a reconnaissance level field investigation by CONSULTANT. CONSULTANT shall prepare an existing condition HEC model and a proposed condition HEC model. Hydraulic variables (e.g., water surface elevation, velocity, etc.) shall be determined for the 50 and 100 year and other discharges as appropriate. Results from the hydraulic analysis shall be provided in both tabular as well as graphical output formats. Chapter 800 of the Caltrans Highway Design Manual ("HDM") shall be used to delineate the hydraulic design criteria for the Bridge.
9. If required for the design alternative selected by CITY, CONSULTANT shall prepare a draft design Hydraulic Study Report for review by CITY, Caltrans, and affected regulatory agencies.
10. If required for the design alternative selected by CITY, CONSULTANT shall prepare a final design Hydraulic Study Report for review by CITY, Caltrans, and affected regulatory agencies.
11. If required for the design alternative selected by CITY, CONSULTANT shall use the HEC- RAS output data and complete a Location Hydraulic Study or Floodplain Evaluation Report in accordance with 23 CFR 650.113. This report is generally included in the Environmental Document for the Bridge.
12. Based on the design alternative selected by CITY, CONSULTANT shall prepare and submit preliminary 35% plans and cost estimate for the Project.

Preliminary Engineering deliverables for the Project:

- a. (1) set of color photos of Bridge damage with corresponding index map
- b. PDF of the draft technical memorandum and supporting documents
- c. PDF of the final technical memorandum and supporting documents
- d. PDF of the Technical Memorandum Presentation
- e. PDF of the 35% plans
- f. Microsoft Excel file of the 35% estimate
- g. PDF of the hydrologic analysis and supporting calculations (if required)
- h. PDF of the draft design Hydraulic Study Report (if required)
- i. PDF of the draft Location Hydraulic Study Report or Floodplain Evaluation Report (if required)

- j. PDF of the final design Hydraulic Study Report (if required)
- k. PDF of the final Location Hydraulic Study Report or Floodplain Evaluation Report (if required)

E. Utility Coordination and Relocation: This task includes work related to all public and private utilities that may be affected by the Project. CONSULTANT's work related to this task shall include, but may not be limited to, the following services for the Project included within this Statement of Work:

1. Prepare and send notices to all utility owners requesting maps of their existing facilities in the vicinity of the Project. CONSULTANT shall be responsible for paying any fees to the utility owners in order to obtain this information.
2. Prepare and maintain a separate file, including a log of communications, for each utility owner.
3. Review all utility owners' facilities maps, as-built plans, record drawings, applicable excerpts from CITY's Master BPMP, Caltrans Bridge inspection reports, topographic survey, and perform field reconnaissance as necessary to identify, confirm, and plot the location of all existing utilities within the Project area onto the Project base map in AutoCAD.
4. Prepare and maintain a composite utility conflict matrix and associated utility conflict map in a format to be approved by CITY and Caltrans for Right-of-Way Certification purposes.
5. Coordinate with CITY and CONSULTANT's engineer responsible for designing the proposed Project improvements regarding the disposition of CITY-owned utilities. If CITY determines that relocation of any of CITY-owned utilities is required, CITY may request CONSULTANT to submit a separate scope and fee proposal.
6. Coordinate with CITY to confirm whether existing privately owned utilities in the Project area are covered under an existing franchise agreement, and the respective utility owners are liable for all costs associated with the design and relocation of their facilities that are in conflict with CITY's proposed improvements.
7. If it is determined that CITY is liable for costs related to any utility relocation work necessitated by the Projects, CITY may request CONSULTANT's assistance in obtaining FHWA and Caltrans authorization for Federal reimbursement related to the said utility work. CONSULTANT may also be requested to assist CITY in the preparation of any required utility agreement(s).
8. Prepare a Claim of Liability Letter for each utility owner for CITY's review (a sample shall be provided by CITY). Upon CITY's approval, CONSULTANT shall send the letters and follow up with all utility owners as necessary to obtain the requested information within the timeframe needed to maintain the Project schedule.
9. Coordinate via email, phone, field/office meetings, or any means necessary with all utility owners, as often as necessary, in order to: 1) come to a "meeting of minds" regarding the disposition of each utility owner's facilities within the Project area; 2) obtain and review utility relocation plans, cost estimates (if applicable), construction schedules, etc. from all utility owners within the Project area that have facilities in

conflict with CITY's proposed public improvements; and 3) provide all utility documentation necessary to obtain Caltrans' acceptance of the Right-of-Way Certification and, ultimately, for E-76 authorization to proceed with the construction phase of the Project.

Utility Coordination and Relocation deliverables for the Project: The deliverables for this task are to be submitted as required by the Project schedule or within 5 working days of the CITY's request:

- a. Complete organized utility file for each utility owner. The electronic files shall include directories and subdirectories named consistently with the hard copy files. The electronic files shall include all emails, photos, CAD files, image files, Microsoft Word, Excel, and PDF files of the final approved documents
- b. PDF of the draft utility conflict matrix
- c. PDF of the final approved utility conflict matrix
- d. Microsoft Word file of the draft Claim of Liability Letter for each utility owner.
- e. PDF set of draft utility relocation plans for each utility owner.
- f. PDF of the approved utility relocation plan for each utility owner.
- g. PDF of all draft utility-related documents necessary to obtain Caltrans acceptance of the Right-of-Way Certification for the Project.
- h. PDF of all final utility-related documents necessary to obtain Caltrans acceptance of the Right-of-Way Certification for the Project.

F. Field Exploration and Geotechnical Engineering (optional): Although CITY may request CONSULTANT to provide one or more of the services listed under this task, CITY anticipates that the optional geotechnical services listed below will be required if CITY decides to proceed with a complete Bridge replacement Project. CONSULTANT's work for the task may include, but may not be limited to, the following services for the Project included within this Statement of Work:

1. Research and Data Collection: Review geologic and soil literature in the vicinity of the Project site including the review of any as-built drawings for the Bridge.
2. Field Exploration: The exploration shall provide an evaluation of subsurface conditions for the proposed foundations of each structure. The boring locations will depend upon available access and any boring data from previous studies and the proposed foundation location. CONSULTANT shall comply with local permit requirements. CONSULTANT shall field locate the boring and call for USA clearance. CONSULTANT shall classify and continuously log subsurface soil conditions encountered in the test boring at the time of drilling. CONSULTANT shall obtain "relatively undisturbed" and bulk samples of substrata from the test borings. The borings shall be drilled and capped in accordance with the permit requirements.

3. Laboratory Testing: Perform laboratory tests on representative soil samples such as moisture density, unconfined compression, gradation analyses, corrosion tests, R-value testing, plasticity index test, and additional tests as needed.
4. Soils Analysis/Evaluation: Perform engineering analyses and develop design recommendations for the proposed foundations and roadway for the Project. CONSULTANT shall revise any proposed pavement design or rehabilitation method at CITY's direction.
5. Prepare Draft Foundation Memo (Type Selection Report/Letter): Prepare preliminary recommendations for foundations and provide a Type Selection Report (Geotechnical) with the Log of Test Borings for the Project.
6. Prepare Final Foundation Report: Prepare detailed report including design recommendations for foundation types, footing elevations, lateral design capacities, constructability considerations, boring logs, etc. The report shall include a discussion regarding seismic considerations, evaluate the liquefaction potential, and comment on the site soil conditions. The seismic design criteria shall be based on the most current Caltrans Seismic Design Criteria considering both deterministic and probabilistic approaches.

Field Exploration and Geotechnical Engineering deliverables for the Project:

- a. PDF of the Draft Foundation Memo and supporting documents (if required)
- b. PDF of the Final Foundation Report and supporting documents (if required)

G. Environmental Documents and Regulatory Agency Permits. CONSULTANT shall perform all work necessary to obtain all environmental approvals related to compliance with the National Environmental Policy Act ("NEPA"), California Environmental Quality Act ("CEQA"), and all regulatory agency permit approvals that are required to proceed with the design and construction of the Bridge. CONSULTANT's work for this task may include, but may not be limited to, the following services for the Project included within this Statement of Work:

1. Review available records and all background materials, including existing environmental documents and studies within or near the Project area.
2. Prepare for and attend a field review meeting with CITY and Caltrans. CONSULTANT shall prepare and submit a draft Preliminary Environmental Study ("PES") form in Microsoft Word format to CITY for review a minimum of two working days prior to the field review meeting. CONSULTANT shall discuss the draft PES form at the field review meeting with Caltrans staff and make notes of comments, as necessary.
3. Evaluate Bridge repair/replacement alternatives and make recommendations to CITY to avoid or minimize potential environmental impacts.
4. CONSULTANT shall submit the PES form to Caltrans, make revisions and coordinate as needed for review and approval of the document.
5. If Caltrans or any Federal, State, or regulatory agency determine that there is a potential for sensitive resources within the Project area, CONSULTANT shall

conduct all required environmental/technical studies to confirm the presence of resource(s) and determine the potential affect(s) of the Project on the resource(s).

6. CONSULTANT shall prepare and submit to CITY a detailed schedule for completing the environmental documentation for the Project, including clear descriptions of CONSULTANT and CITY roles and requisite document preparation periods, review periods, noticing periods, and deliverables. The schedule shall also consider and include coordination with Caltrans on the processing of the PES form.
7. CONSULTANT shall provide the qualified personnel to conduct, prepare, coordinate and make revisions to all environmental/technical studies which may include, but may not be limited to: traffic analyses, noise studies, air quality reports, hazardous materials assessments, water quality reports, floodplain studies, biological surveys, visual impact assessments, etc. necessary to obtain the required NEPA and CEQA approvals from Caltrans and CITY, respectively.
8. CONSULTANT shall provide the qualified personnel for performing the field surveys, conducting the appropriate laboratory testing of obtained material samples, preparing, coordinating and making revisions to a lead and asbestos-containing materials ("ACM") survey report. If it is determined that the concentration of any hazardous materials identified at the Project site(s) is at a level that requires mitigation, the report shall include an indexed map with color photos identifying each specific area of the Project site(s) that requires mitigation. CITY may request a separate scope and fee from CONSULTANT if it is determined that the mitigation work should be completed independently of the actual Bridge construction contract.
9. Unless otherwise directed by CITY, CONSULTANT shall submit all draft documents to CITY for review, and address CITY's comment(s) prior to CONSULTANT's formal submittal of any document or application to any Federal, State, local or regulatory agency that may have purview over the Projects. CONSULTANT shall coordinate with each agency directly (unless CONSULTANT is required to process the document through Caltrans), and make revisions as necessary to obtain the governing agency's approval of the respective document(s).
10. If requested by CITY, CONSULTANT shall provide assistance with Native American tribal consultation as required to be incorporated into the environmental documents. At CITY's discretion, this task may be performed entirely or in part by CITY staff.
11. CONSULTANT shall prepare all appropriate Environmental Documents and supporting information necessary to comply with all NEPA and CEQA requirements which may include, but may not be limited to preparation of applicable technical studies; the Environmental Assessment/Initial Study; issuance of a draft Environmental Document with applicable mitigation measures; Notice of Availability; Notice of Intent; Response to Comments; Errata; Findings and Statement of Overriding Considerations (if necessary); issuance of the Final Environmental Document, Notice of Completion, Notice of Determination; Mitigation Monitoring and Reporting Program; and, processing through to the Environmental Clearance from the CITY and Caltrans.
12. Assist CITY with mailings and public noticing requirements, as required.

13. CONSULTANT shall be prepared to represent CITY and attend any public hearing related to any environmental document and/or regulatory permit approval required for the Project.
14. Prepare and submit applications and all supporting information, coordinate as necessary, and obtain permits/approvals from all applicable Federal, state, and local agencies including, but not limited to: US Army Corps of Engineers, US Fish and Wildlife Service, NOAA Fisheries, US Coast Guard, Regional Water Quality Control Board, California Dept. of Fish and Wildlife, California Coastal Commission, California State Lands Commission, Caltrans, the County of Orange, CITY of Huntington Beach, and any other agency necessary to obtain the NEPA and CEQA environmental approvals required to complete the design and construction phases of the Projects.
15. CONSULTANT shall be responsible for all application/permit fees, filing fees, recording fees, etc. associated with this Environmental Documents and Regulatory Agency Permits task.
16. Prepare an Environmental Commitment Record (“ECR”) in a format provided by CITY to summarize all environmental requirements for the Project.
17. Review and coordinate with CITY, Caltrans, and regulatory agencies as necessary to ensure CITY’s Projects are in compliance with all environmental and regulatory permit requirements. CONSULTANT shall also be responsible for all costs associated with applying for any necessary permit extension(s) prior to the expiration of any previously approved document(s).

Environmental Documents and Regulatory Agency Permits deliverables for the Project:

The deliverables for this task may be subject to change based on several factors (e.g., the level of environmental documents required, the results of environmental analyses, and the determinations made by various Federal, State, local, or regulatory agency staff). CONSULTANT’s cost proposal shall include full compensation for all work necessary to obtain NEPA, CEQA, and all regulatory agency permit approvals required to proceed with and complete the design and construction of the Projects. At a minimum, CONSULTANT shall be required to provide CITY with the following:

- a. PDF of the draft PES form and all supporting documents
- b. PDF of the final approved PES form and all supporting documents
- c. PDF copies of all draft environmental/technical studies
- d. PDF copies of all final environmental/technical studies
- e. PDF copies of the draft lead and asbestos-containing materials survey report, including all laboratory analyses and results
- f. PDF copies of the final lead and asbestos-containing materials survey report, including all laboratory analyses and results
- g. Microsoft Word file and PDF copies of all draft environmental documents and supporting information

- h. Microsoft Word file and PDF copies of all final environmental documents and supporting information
- i. Microsoft Word file and PDF copies of all draft regulatory agency permit applications and supporting documentation
- j. Microsoft Word file and copies of all final regulatory agency permit applications and supporting documentation
- k. Microsoft Excel file of the draft ECR
- l. Microsoft Excel file of the final ECR (to be updated and maintained by CONSULTANT during the construction phase)

H. Final Design and Construction Documents (Plans, Specifications and Estimates): Once CITY has selected the preferred design alternative, approved CONSULTANT's 35% submittal, and received both NEPA and CEQA environmental clearance, CITY will direct, and CONSULTANT shall proceed with the preparation of the final design and construction documents. CONSULTANT's work related to this task shall include, but may not be limited to the following services for the Project included within this Statement of Work:

1. CONSULTANT shall prepare structural calculations and Bridge plans based on the design alternative selected by CITY during the Preliminary Engineering task. CONSULTANT's Bridge design shall be performed in general conformance with the following:
 - a. Caltrans Standard Plans (latest edition)
 - b. Caltrans 2015 Standard Specifications
 - c. Caltrans Bridge Design and Detailing Manuals
 - d. AASHTO LRFD Bridge Design Specifications with 2006 Interims and Caltrans Addenda (Blue Sheets)
 - e. Caltrans Seismic Design Criteria (latest edition)
2. With the exception of all Bridge-related elements, CONSULTANT shall design the public improvements in accordance with CITY's standard plans and/or the American Public Works Association ("APWA") standard plans, as directed by CITY.
3. CITY shall provide CONSULTANT with its boilerplate specifications, based on the 2018 APWA Standard Specifications, in Microsoft Word format. CITY shall also provide CONSULTANT with the standard supplemental information (e.g., City's sample contract, business license application, insurance requirements, etc.) in PDF format. The CONSULTANT shall modify CITY's boilerplate document by adding the appropriate sections to, and revising CITY's boilerplate special provisions, as necessary. CONSULTANT shall be responsible for resolving any potential conflicts between CITY's boilerplate specifications and the applicable portions of the Caltrans Standard Specifications. Upon request, CONSULTANT shall also provide CITY with any supporting information (e.g., survey monumentation records, manufacturer's product specifications, etc.) in PDF format to be included in the

appendices of the specifications. For bidding purposes, CONSULTANT shall combine the entire document into a single PDF file, as directed by CITY.

4. CONSULTANT shall prepare all construction cost estimates using Microsoft Excel. CONSULTANT shall prepare detailed quantity estimates in accordance with the Caltrans 2015 Standard Specifications and payment items. CONSULTANT engineer's estimate of probable construction cost for the Project shall be prepared using the most recent and relevant Caltrans Cost Data, CONSULTANT's cost data, as well as CITY's cost data.
5. In addition to the Bridge and roadway work, CONSULTANT shall also design, prepare, and submit to CITY phased construction traffic control plans, temporary signal plans (if required by CITY's traffic engineer), signing and striping plans, and street lighting plans (if required). All public improvements shall be designed to comply with the Americans with Disabilities Act ("ADA"), as required.
6. CONSULTANT shall prepare and submit the draft 65% plans, specifications, and estimate ("PS&E"), along with the structural calculations related to the Bridge design, to CITY for review and comment. The 65% PS&E and structural calculations shall be sufficiently completed by CONSULTANT so that an independent Bridge design check can be completed. An independent engineer, who was not involved in the design, will also check the plans and structural calculations, review the special provisions and CONSULTANT engineer's estimate of probable construction cost, and provide comments. Any comments made by the independent engineer shall be discussed with and resolved by CONSULTANT, to the satisfaction of CITY.
7. CONSULTANT shall prepare and include with the 65% PS&E submittal, a draft Water Quality Management Plan ("WQMP") in compliance with all National Pollutant Discharge Elimination System ("NPDES") and all applicable Federal, State, and local regulations. CONSULTANT shall also provide the design and storm water treatment calculations for all structural Best Management Practices ("BMPs") proposed in the draft WQMP.
8. CONSULTANT shall provide a written comment/response matrix to all comments and coordinate a meeting with CITY to discuss the independent check comments and CITY's comments related to the 65% PS&E submittal.
9. As deemed necessary by CITY, CONSULTANT shall prepare customized 11" x 17" exhibits/engineered drawings requested by any utility owner or regulatory agency to provide clarification of CITY's proposed improvements.
10. With the exception of CITY-owned utilities, CONSULTANT may assume that each utility owner shall be responsible for the design and relocation of its own facilities, as necessary.
11. CONSULTANT shall coordinate with each utility owner and confirm that the utility relocation plan proposed by the utility owner is not in conflict with any of CITY's proposed improvements. Once all utility conflicts have been resolved, CONSULTANT shall provide copies of the utility relocation plan(s) and recommend approval by CITY. CONSULTANT shall then prepare utility plans and special provisions that are consistent with all approved utility relocation plans and agreements and/or meeting of minds. The Project utility plans and special provisions

shall clearly identify the scope of work, responsible party, contact information, advance notification, construction schedule, and any other specific requirements necessary for the future Project contractor to determine the scope of work being bid on.

12. CONSULTANT shall address the comments on the 65% PS&E submittal, as agreed to by CITY, incorporate all utility coordination and relocation work (if necessary), update the final design Hydraulic Study Report (if required), prepare, and submit the 90% PS&E to CITY for review and comment.
13. CONSULTANT shall address CITY's comments on the draft WQMP, prepare, and submit an updated Project WQMP with the 90% PS&E submittal for CITY's final approval.
14. CONSULTANT shall provide an updated written comment/response matrix to all comments and coordinate a meeting with CITY to discuss CITY's comments related to the 90% PS&E submittal.
15. CONSULTANT shall make the agreed-upon revisions to the 90% PS&E, prepare, and submit the 100% PS&E and supporting information (e.g., final comment/response matrix, approved structural calculations, quantity calculations, bid schedules, Federal and State prevailing wage rates, Caltrans forms, environmental and regulatory permit documents, WQMP, etc.) to CITY for final approval.
16. Prior to advertisement, CONSULTANT shall review construction documents to ensure that CITY is in compliance with all applicable Federal-aid, environmental, and regulatory agency requirements.
17. Drawings shall be prepared using an AutoCAD format acceptable to CITY, shall have a separate layout tab for each sheet in the plan set, and shall be plotted in a standard engineering scale to fit within CITY's standard sheet border and title block. All drawings shall have their bearings based upon and translated to be consistent with the survey control sheet approved by CITY. Final Drawings shall be wet signed and stamped on 24-inch by 36-inch Mylar media. All Project AutoCAD files and an index of the files (e.g., drawing files, x-refs, blocks, fonts, plot styles, etc.) shall be provided to CITY on a DVD or flash drive.
18. In addition to the AutoCAD files, CONSULTANT shall submit with the 100% PS&E submittal a DVD or flash drive containing the electronic version of all final documents and supporting information related to this task (e.g., specifications and special provisions, calculations, cost estimates, reference information, photos, WQMP, etc.) in logically organized folders.

Final Design and Construction Documents deliverables for the Project:

- a. PDF of the 65% plans
- b. PDF of the 65% specifications
- c. Microsoft Excel file of the 65% estimate
- d. PDF of the structural calculations

- e. PDF of the draft WQMP
- f. (1) PDF of CONSULTANT's response to comments on the 65% submittal package
- g. PDF of the 90% plans
- h. PDF of the 90% specifications
- i. Microsoft Excel file of the 90% estimate
- j. PDF of the updated final design Hydraulic Study Report (if required)
- k. PDF of the final WQMP
- l. PDF of CONSULTANT's response to comments on the 90% submittal package
- m. PDF of CONSULTANT's final comment/response matrix
- n. PDF and (1) 24" x 36" set of wet signed and stamped 100% plans on Bond media
- o. PDF wet signed and stamped 100% specifications package (including, but not limited to: bid schedule, specifications, special provisions, supplemental information, appendices, etc.)
- p. Microsoft Excel file of the 100% estimate
- q. PDF of stamped quantity calculations to support the 100% engineer's estimate of probable construction cost
- r. PDF of stamped structural calculations to support the 100% Bridge design
- s. All AutoCAD files, electronic versions of all final documents, and supporting files in logically organized folders

I. Bidding Assistance: At CITY's request CONSULTANT shall provide the following services for the Project included within this Statement of Work:

- 1. Assist CITY in answering bidders' questions.
- 2. Attend and present the Project to prospective bidders at a pre-bid field meeting.
- 3. Assist CITY in preparing any required addenda.
- 4. Assist CITY in analyzing bids, and selecting the lowest responsive, and responsible bidder.

J. Construction Engineering and Environmental Monitoring: CONSULTANT's Project Manager and Project staff shall be available during the construction of the Project to provide construction engineering support and environmental monitoring services. Prior to construction, an Amendment to this Agreement may be negotiated and executed with CITY based on the final Project design and required environmental services. CONSULTANT's

work related to this task may include, but may not be limited to, the following services for the Project included within this Statement of Work:

1. Attend pre-construction conference and provide any required training related to environmental or regulatory permit requirements.
2. Review the contractor's proposed construction schedule, provide comments and coordinate with CITY's Contract Administrator as necessary until approval of the document.
3. Assist in the coordination of, prepare for, attend, and make a presentation using Microsoft PowerPoint, and answer questions at a community outreach meeting to provide information regarding the Project to the public.
4. Provide written responses to Requests for Information ("RFIs").
5. Review and provide comments on shop drawings and other submittals from the contractor.
6. Review and provide comments on materials testing results for compliance with Project specifications.
7. Assist with the interpretation of the plans and specifications, perform analysis of changed conditions, and provide written recommendations on corrective action, as requested by CITY.
8. Perform structural observations and provide assistance to CITY's deputy inspector during the construction of key elements, as requested by CITY.
9. Assist CITY in the review and negotiation of construction contract change orders.
10. Provide the qualified/permitted staff required, conduct any pre-and/or post-construction biological survey(s), prepare report(s), submit report(s) to CITY, Caltrans, and/or regulatory agencies, and revise as necessary until approval of the document(s).
11. Assist CITY in identifying any sensitive species within the Project area, and delineating all environmentally sensitive areas.
12. Provide environmental monitoring services and document in daily reports during construction as required by the approved environmental document(s) and/or any regulatory agency permit or condition of approval.
13. Update and maintain the Project Environmental Commitment Record ("ECR") based on the format approved by CITY.
14. Upon completion of construction, CONSULTANT shall prepare "as-built" drawings to the satisfaction of CITY. CITY shall provide CONSULTANT with the approved set of red-lined plans from the contractor, and CONSULTANT shall hand-draft the changes onto the originally signed Mylar plans, wet sign and stamp each plan sheet to certify the set of record drawings.

Construction Engineering and Environmental Monitoring deliverables for the Project:

The deliverables for this task may be subject to change based on several factors (e.g., CITY's need for assistance with structural observations, the pre- and/or post-construction biological survey(s) required, environmental monitoring requirements imposed by the various regulatory agencies, etc.). Consequently, CONSULTANT's deliverables related to this task shall include, but may not be limited to, the following:

- a. (1) Microsoft PowerPoint and (1) PDF of the draft Community Outreach Presentation
- b. (1) Microsoft PowerPoint and (1) PDF of the final Community Outreach Presentation
- c. (1) PDF and (1) wet signed and stamped set of structural observation reports (if required)
- d. (1) PDF copy of all draft pre- and/or post- construction biological survey reports
- e. (1) PDF copy of all final pre- and/or post-construction biological survey reports
- f. PDF files of each, signed daily environmental monitoring reports (as required)
- g. (1) Microsoft Excel file and (1) 11" x 17" PDF of the final ECR updated through the completion of construction
- h. (1) PDF of the proposed as-built changes for CITY's review prior to hand-drafting
- i. (1) Wet signed and stamped as-built set of record drawings.

EXHIBIT "B"

Payment Schedule (Hourly Payment)

A. Hourly Rate

CONSULTANT'S fees for such services shall be based upon the following hourly rate and cost schedule:

B. Travel Charges for time during travel are not reimbursable.

C. Billing

1. All billing shall be done monthly in fifteen (15) minute increments and matched to an appropriate breakdown of the time that was taken to perform that work and who performed it.
2. Each month's bill should include a total to date. That total should provide, at a glance, the total fees and costs incurred to date for the project.
3. A copy of memoranda, letters, reports, calculations and other documentation prepared by CONSULTANT may be required to be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.
4. CONSULTANT shall submit to CITY an invoice for each monthly payment due. Such invoice shall:
 - A) Reference this Agreement;
 - B) Describe the services performed;
 - C) Show the total amount of the payment due;
 - D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
 - E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

5. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

EXHIBIT B
COST PROPOSAL



moffatt & nichol

COST PROPOSAL FOR GILBERT DR. BRIDGE OVER SHELTER CHANNEL

(BR. No. 55C0258)

**PROJECT NO. TBD
CONTRACT NO. CC-1453**

November 25TH, 2020



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 - Moffatt & Nichol Detailed Fee
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 - LIN Consulting, Inc. Detailed Fee
 - Earth Mechanics, Inc. Detailed Fee
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GPA Consulting

- Exhibit 10-H1
- Prevailing Wage Statement

LIN Consulting, Inc.

- Exhibit 10-H1
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Earth Mechanics, Inc.

- Exhibit 10-H1
- Prevailing Wage Statement

Wagner Engineering & Survey, Inc.

- Exhibit 10-H1
- Prevailing Wage Statement

Note: Dollar values shown on the Caltrans' Exhibits and Detailed/Summary Fee Tables are rounded to two decimal places based on the calculated, un-rounded values from the individual Exhibit 10-H1s; therefore, a slight rounding difference may result when manually calculated.



moffatt & nichol

MOFFATT & NICHOL



EXHIBIT 10-A
A&E CONSULTANT FINANCIAL DOCUMENT REVIEW REQUEST
Caltrans Division of Local Assistance
(Completed by Local Agencies, One per Contract)
(For New Proposed A&E Consultant Local Agency Contracts of \$150,000 or Greater)
(For Amendments, use only when there are additional subconsultants or changes in ICR)

EMAIL TO:

California State Department of Transportation
 Independent Office of Audits and Investigations
conformance.review@dot.ca.gov

Date: November 25, 2020
 Federal/State Project No.: TBD

Attention: Audit Manager, External Contracts-Local Agencies

Please check one: New Contract Amendment Other _____

A&E Contract No. CC-1453

Total Contract or Amended amount of \$ \$484,403.19

Prime Consultant Full Legal Name: Moffatt & Nichol

The Project Description is: Bridge No. 55C0258 Gilbert Dr. Bridge over Shelter Channel

Complete below for Prime and all Sub-consultants on this contract.

Consultant's Name	Participation Amount	Category 1, 2, 3, 4, 5	Caltrans ICR Acceptance ID (if available)
Moffatt & Nichol	\$215,404.67	2	D2020-0624
GPA Consulting	\$197,576.71	2	L2018-0690
LIN Consulting, Inc.	\$43,069.36	2	L2019-0936
Earth Mechanics, Inc.	\$15,292.09	2	L2020-1132
Wagner Engineering & Survey, Inc.	\$13,060.35	2	D2020-0612

I verify we received financial documents from the prime and sub-consultants based on the requirements specified in the Exhibit 10-A Checklist.

Name _____ Signature _____
 Title _____

Name of Local Agency and Department: _____

Address: _____

Phone No.: _____

**CALTRANS A&I FINANCIAL DOCUMENT REVIEW REQUIREMENTS
FOR ARCHITECTURAL AND ENGINEERING (A&E) CONSULTANTS
ON LOCAL GOVERNMENT AGENCY CONTRACTS**

Requirements for total contract amount equal to or greater than \$150,000.

Local Government Agency must provide the following:

- 1) A&E Consultant Financial Document Review Request Letter (Exhibit 10-A) (i)
- 2) Local Agency and Prime Consultant's Points of Contact

Prime and all sub-consultants must provide the following documents based on their applicable category.

APPLICABLE ONLY IF NOT
CATEGORY 1, 2, or 3

Type of Financial Documents and Information for ICR FYE proposed *	CATEGORY 1: Firms with Cognizant Approval Letter for ICR FYE Proposed	CATEGORY 2: Firms with Caltrans Acceptance ID Number for ICR FYE Proposed **	CATEGORY 3: Firms Requesting Safe Harbor Rate (SHR)	CATEGORY 4: Consultant Participation Amount Less than \$150K	CATEGORY 5: Consultant Participation Amount Equal to or Greater than \$150K
Cost Proposals (Examples at Exhibit 10-H1 through 10-H4)	✓	✓	✓	✓	✓
Consultant Annual Certification of Indirect Costs and Financial Management System (Exhibit 10-K)	✓			✓	✓
Indirect Cost Rate (ICR) Schedule with FAR References for Disallowed Costs (h) Note: Prime Consultant must have a CPA Audited ICR Schedule for contracts equal to or greater than \$1M.	✓			✓	✓
Cognizant Approval Letter for the ICR FYE proposed	✓				
Caltrans' ICR Acceptance ID #s for ICR FYE proposed **		✓			
AASHTO Internal Control Questionnaire (ICQ) Appendix B (c)					✓
Post Closing Trial Balance (i)					✓
Prevailing Wage (PW) Policy for PW work (e)	✓	✓	✓ ***	✓	✓
Safe Harbor Rate Documents:					
Consultant Certification of Eligibility of Contract Costs and Financial Management System (Attachment 1R)			✓		
When applicable, additional documents may be requested:					
Prior Year ICR Schedule					
Supplemental Reconciliation Schedule (to tie the proposed ICR Schedule to the Trial Balance) (d)					
Chart of Accounts					
Income Statement (d)					
Uncompensated Overtime Adjustments (j)					
Vacation/Sick Policy					
Bonus Policy					
Executive Compensation Analysis (ECA) (i)					
Related Party Rent Analysis (d)					
Vehicle, Equipment, and Other Direct Costs Schedules (d)					

* ICR FYE = Indirect Cost Rate Fiscal Year End. Items on this checklist may not be all inclusive. A&I reserves the right to request additional documents as deemed necessary.

** Caltrans ICR Acceptance ID # is an identification number issued by Caltrans upon review and acceptance of consultant's indirect cost rate(s) schedule for a specific fiscal year. This ID # can be referenced for use on future contracts using the same FYE ICR.

*** Firms using SHR can be reimbursed for the prevailing wage deltas either as an Other Direct Cost or as an Overhead/Indirect Cost -refer to A&I's PW Interpretive Guidance on <http://fg.dot.ca.gov/resources/genrainmod.html>.

(a) Local Agencies are required to complete Exhibit 10-A and include all applicable required documents upon submission.

(b) See Table 8-1 of the AASHTO Audit Guide for a listing of common unallowable costs.

For financial document packages received between January 1, 2019 to June 30, 2019, the 2017 FYE ICR could be submitted if the FYE 2018 ICR is not available. For financial document packages received between July 1, 2019 to December 31, 2019, the 2018 ICR must be submitted.

(c) Go to AASHTO website @ audit.transportation.org, for Appendix B-Internal Control Questionnaire

(d) Accounts and balances must match costs proposed on the ICR schedule.

(e) Consultants performing Prevailing Wage (PW) work are required to provide written PW Policy. The policy must specify their accounting method for treatment of delta base and delta fringe. Refer to A&I's PW Interpretive Guidance on <http://fg.dot.ca.gov/resources/genrainmod.html>.

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

ACTUAL COST-PLUS-FIXED-FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Moffatt & Nichol
 Project No. TBD Contract No. CC-1453 Date 11/25/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal-in-Charge	Omar, Jaradat*	8	\$105.48	\$ 843.84
Project Manager	Miguel Carbuccia*	184	\$69.71	\$ 12,826.64
Caltrans Local Program Compliance & Funding	Gary Antonucci*	18	\$107.50	\$ 1,935.00
Structural QC Lead	Jared Cole	92	\$72.75	\$ 6,693.00
Senior Engineer/Scientist	Khaled Allam	14	\$83.13	\$ 1,163.82
Senior Engineer/Scientist	Jack Fink	16	\$80.75	\$ 1,292.00
Senior Engineer/Scientist	Jin Welxia*	0	\$80.00	\$ -
Senior Engineer/Scientist	Mike Breitenstein	54	\$77.25	\$ 4,171.50
Engineer/Scientist III	Reza Alamir	68	\$67.00	\$ 4,556.00
Engineer/Scientist III	Ron Butler	52	\$63.15	\$ 3,283.80
Engineer/Scientist III	Farinaz Jalale	82	\$62.00	\$ 5,084.00
Engineer/Scientist II	Qing Wang	0	\$56.25	\$ -
Engineer/Scientist II	Sudarshni Ramesh	38	\$49.00	\$ 1,862.00
Engineer/Scientist I	Alli Hammad	134	\$44.24	\$ 5,928.16
Staff Engineer	Ben Cook	54	\$48.07	\$ 2,595.78
Staff Engineer	Amy Williams	0	\$43.27	\$ -
Senior Technician	Iyad Karkhoutli	134	\$65.00	\$ 8,710.00
CADD I	Jihad Moubayed	205	\$35.10	\$ 7,195.50
Technical Writer	Veronica Chocholek	18	\$47.00	\$ 846.00

LABOR COSTS

a) Subtotal Direct Labor \$ 68,987.04
 b) Anticipated Salary Increases (see page 2 for clarification)
 c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 68,987.04

INDIRECT COSTS:

d) Fringe Benefits Rate: 55.98%
 e) Total Fringe Benefits [(c) X (d)] \$38,618.94
 f) Overhead Rate: \$0.00
 g) Overhead [(c) x (f)]
 h) General and Admin Rate: 124.03%
 i) Gen. & Admin [(c) x (h)] \$85,564.63
 j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$124,183.57

FIXED FEE 10.00%
 k) TOTAL FIXED PROFIT [(c) + (j)] x fixed fee % \$19,317.06

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
I&R Equipment	1	LS	\$885.00	\$ 885.00
Dive Pay Differential	4	Day	\$100.00	\$ 400.00
Personal Mileage	200	Mile	\$0.575	\$ 115.00
Lodging	1	Nt	\$207.00	\$ 207.00
Concrete Core Analysis	1	LS	\$1,250.00	\$ 1,250.00
Pack/Ship cores	1	LS	\$60.00	\$ 60.00
			\$ -	\$ -
			\$ -	\$ -
				i) TOTAL OTHER DIRECT COSTS \$ 2,917.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

GPA Consulting \$ 197,576.71
 LIN Consulting, Inc. \$ 43,089.36
 Earth Mechanics, Inc. \$ 15,292.09
 Wagner Engineering & Survey, Inc. \$ 13,060.35

 m) TOTAL SUBCONSULTANTS' COSTS \$ 268,998.52

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS' [(l)+(m)] \$ 271,915.52

TOTAL COSTS [(c)+(j)+(k)+(n)] \$ 484,403.19

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

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

Direct Labor <u>Subtotal</u> per Cost Proposal \$ 68,987.04	Total Hours per Cost Proposal 1171	=	Avg Hourly Rate 58.91292912	5 Year Contract Duration Year 1 Avg Hourly Rate
---	--	---	-----------------------------------	---

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$58.91	+	0.0%	=	\$58.91	Year 2 Avg Hourly Rate
Year 2	\$58.91	+	0.0%	=	\$58.91	Year 3 Avg Hourly Rate
Year 3	\$58.91	+	0.0%	=	\$58.91	Year 4 Avg Hourly Rate
Year 4	\$58.91	+	0.0%	=	\$58.91	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	50.00%	*	1171.0	=	585.5	Estimated Hours Year 1
Year 2	40.00%	*	1171.0	=	468.4	Estimated Hours Year 2
Year 3	5.00%	*	1171.0	=	58.6	Estimated Hours Year 3
Year 4	5.00%	*	1171.0	=	58.6	Estimated Hours Year 4
Year 5	0.00%	*	1171.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	1171.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$58.91	*	586	=	34493.52	Estimated Hours Year 1
Year 2	\$58.91	*	468	=	\$27,594.82	Estimated Hours Year 2
Year 3	\$58.91	*	59	=	\$3,449.35	Estimated Hours Year 3
Year 4	\$58.91	*	59	=	\$3,449.35	Estimated Hours Year 4
Year 5	\$58.91	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$68,987.04	
	Direct Labor Subtotal before Escalation			=	\$68,987.04	
	Estimated total of Direct Labor Salary Increase			=	\$0.00	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL

Certification of Direct Costs

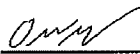
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Omar Jaradat, PhD, PE Title *: Vice President
Signature:  Date of Certification (mm/dd/yyyy): 11/25/2020
Email: ojaradat@moffattnichol.com Phone Number: (657) 261-2650 direct
Address: 555 Anton Blvd., Ste. 400, Costa Mesa, CA 92626

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

List services the consultant is providing under the proposed contract:

Moffatt & Nichol, prime consultant providing professional engineering & environmental services for Gilbert Dr Bridge over Shelter Channel (BRIDGE No. 55C0258), Bridge Preventive Maintenance Project.. All hourly rates and the fixed fee indicated are fixed for the entire term of the contract.

**Consultant Contract DBE Commitment
EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT**

1. Local Agency: City of Huntington Beach 2. Contract DBE Goal: 47%
 3. Project Description Bridge No. 55C0258 Gilbert Dr. Bridge over Shelter Channel
 4. Project Location: City of Huntington Beach, 0.4MI E/O Admiralty Dr.
 5. Consultant's Name Moffatt & Nichol 6. Prime Certified DBE: 7. Total Contract Award Amount \$484,403.19
 8 Total Dollar Amount for ALL Subconsultants \$268,998.52 9. Total number of ALL Subconsultants 4

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
GPA Consulting - Environmental (PES/Studies/NEPA/CEQA/ECR)	CUCP 36278	Erinn Silva, (310) 792-2690 erinn@gpaconsulting-us.com	\$197,576.71
LIN Consulting, Inc. - Traffic Control (Temporary Signals/Lighting)	CUCP 28897	William Sun, (909) 396-6850 wsun@linconsulting.com	\$43,089.36
Earth Mechanics, Inc. - Geotechnical (Foundation Report)	CUCP 6956	Lino Cheang, (714) 751-3826, l.cheang@earthmech.com	\$15,292.09
Wagner Engineering & Survey, Inc. - Surveying/Mapping/Right-of-Way	CUCP 9094	Stephanie Wagner, (818) 892-6565 stephaniew@wesinc.org	\$13,060.35
TOTAL			\$268,998.52

<p align="center">Local Agency to Complete this Section</p> <p>20. Local Agency Contract Number: _____ 21: Federal-Aid Project Number: _____ 22: Contract Execution Date: _____</p> <p>Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.</p>		<p>14. TOTAL CLAIMED DBE PARTICIPATION 56%</p> <p>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.</p> <p align="right"><i>[Signature]</i> 11/25/2020</p>	
23. Local Agency Representative's Signature _____	24. Date _____	15. Preparer's Signature _____	16. Date _____
25. Local Agency Representative's Name _____	26. Phone _____	Omar Jaradat, PhD, PE _____	(657) 261-2650
27. Local Agency Representative's Title _____		17. Preparer's Name _____	18. Phone _____
		Vice President _____	
		19. Preparer's Title _____	

DISTRIBUTION: 1. Original - Local Agency
 2. Copy - Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.



Executive Summary Fee Breakdown

Scope	BPMP	Rehab	Replace
Task 1: Project Management	\$31,555.38	\$39,920.59	\$46,196.15
Task 2: Caltrans Local Program Compliance	\$9,938.96	\$19,531.04	\$19,531.04
Task 3: Surveying & Mapping	\$12,680.85	\$16,604.42	\$16,604.42
Task 4: Preliminary Engineering (35% Submittal)	\$119,282.75	\$141,833.89	\$215,693.56
Task 5: Utility Coordination & Relocation	\$23,933.19	\$42,052.71	\$61,541.34
Task 6: Field Exploration & Geotechnical Engineering	\$0.00	\$0.00	\$58,279.51
Task 7: Environmental Documents & Regulatory Agency Permits	\$122,011.54	\$124,165.35	\$124,165.35
Task 8: Final Design & Construction Documents	\$83,108.59	\$178,258.01	\$219,149.89
Task 9: Bidding Assistance	\$3,913.15	\$13,973.09	\$14,987.40
Task 10: Construction Engineering & Environmental Monitoring	\$60,445.83	\$80,914.43	\$89,394.02
Subtotal Tasks 1 - 10	\$466,870.24	\$657,257.53	\$865,532.69
Other Direct Costs	\$17,532.95	\$54,770.78	\$85,930.78
Grand Total	\$484,403.19	\$711,424.31	\$951,463.47
DBE%	56%	53%	52%

The following summarizes the estimated fee vs the approved PE funding for BPMP and additional funding to be requested for Rehab/Replacement:

BPMP	
Current PE-Funding Approved ⁽¹⁾	\$424,300.00
Current CON-Funding Approved	\$2,377,300.00
Estimated Fee, Tasks 1-9 Including ODCs (Out of PE-Funding)	\$423,957.37
Estimated Fee, Task 10 (Out of CON-Funding)	\$60,445.83

Rehab	
Additional PE-Funding to be Requested/Approved by Caltrans for Scope Change from BPMP to Rehab ⁽²⁾	\$207,000.00
Total New PE-Funding for Rehab Alternative ⁽³⁾⁼⁽¹⁾⁺⁽²⁾	\$631,300.00
Estimated Fee, Tasks 1-9 Including ODCs (Out of New PE-Funding)	\$630,509.89
Estimated Fee, Task 10 (Out of CON-Funding)	\$80,914.43

Replace	
Additional PE-Funding to be Requested/Approved by Caltrans for Scope Change from BPMP to Replace ⁽⁴⁾	\$438,000.00
Total New PE-Funding for Replace Alternative ⁽⁵⁾⁼⁽¹⁾⁺⁽⁴⁾	\$862,300.00
Estimated Fee, Tasks 1-9 Including ODCs (Out of New PE-Funding)	\$862,069.44
Estimated Fee, Task 10 (Out of CON-Funding)	\$89,394.02

Notes: Executive Summary Fee Breakdown shows the Grand Total fee for BPMP, Rehab, and Replace. Incremental differences between BPMP and the Optional Tasks are shown on the following pages.

Dollar values shown on the Caltrans' Exhibits and Detailed/Summary Fee Tables are rounded to two decimal places based on the calculated, un-rounded values from the individual Exhibit 10-H1s; therefore, a slight rounding difference may result when manually calculated.



moffatt & nichol

GPA CONSULTING



EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed Prime Consultant Subconsultant 2nd Tier Subconsultant
 Consultant GPA Consulting
 Project No. TBD Contract No. CC-1453 Date 10/7/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal Environmental Planner	Sylvia Vega	12	\$76.92	\$923.04
Sr. Associate Biologist	Marieka Schrader	72	\$64.90	\$4,672.80
Sr. Associate Environmental Planner	Erinn Silva *	163	\$57.69	\$9,403.47
Sr. Environmental Planner	Catrina Gomez	90	\$50.48	\$4,543.20
Sr. Biologist	Stan Glowacki	248	\$49.04	\$12,161.92
Sr. GIS Analyst	Martin Rose	22	\$48.08	\$1,057.76
Sr. Biologist	Adelina Munoz	20	\$47.96	\$959.20
Sr. Biologist	Jennifer Johnson	142	\$41.25	\$5,857.50
Associate Biologist	Joseph Vu	336	\$33.65	\$11,306.40
Env. Planner/Associate Biologist	Anastasia Shippey	262	\$33.65	\$8,816.30
Associate Environmental Planner	Alen Estrada-Rodas	210	\$31.73	\$6,663.30
Biologist	Hannah Hart	80	\$30.29	\$2,423.20

LABOR COSTS

a) Subtotal Direct Labor Costs \$68,788.09
 b) Anticipated Salary Increases (see page 2 for calculation) \$0.00
 c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$68,788.09

INDIRECT COSTS

d) Fringe Benefits Rate: 43.76% e) Total Fringe Benefits [(c) x (d)] \$30,101.67
 f) Overhead Rate: 45.41% g) Overhead [(c) x (f)] \$31,236.67
 h) General and Administrative Rate: 53.26% i) Gen & Admin [(c) x (h)] \$36,636.54
 j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$97,974.88

FIXED FEE k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee** 10% \$16,676.30

D) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit(s)	Unit Cost	Total
Mileage Costs	2200	mile	0.575	\$1,265.00
SCUBA Gear Rental	5	ea	\$125.00	\$625.00
Copies/Reproduction	8	ea	\$90.00	\$720.00
Filing Fees	1	ea	\$50.00	\$50.00
Filing Fees	1	ea	\$2,500.00	\$2,500.00
Regulatory Permit Application Fees	1	ea	\$5,000.00	\$5,000.00
Native American Consultation Support	1	ea	\$3,477.45	\$3,477.45
Delivery/Postage	20	ea	\$25.00	\$500.00

l) **TOTAL OTHER DIRECT COSTS** \$14,137.45

m) SUBCONSULTANT'S COSTS (Add additional pages if necessary)

Subconsultant 1: \$0.00
 Subconsultant 2: \$0.00
 m) **TOTAL SUBCONSULTANT'S COSTS** \$0.00

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** \$14,137.45
TOTAL COST [(c) + (j) + (k) + (n)] \$197,576.71

NOTES:

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

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

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

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$68,788.09	1657	=	41.51363307	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation	=		
Year 1	\$41.51	+	0.0%	=	\$41.51	Year 2 Avg Hourly Rate
Year 2	\$41.51	+	0.0%	=	\$41.51	Year 3 Avg Hourly Rate
Year 3	\$41.51	+	0.0%	=	\$41.51	Year 4 Avg Hourly Rate
Year 4	\$41.51	+	0.0%	=	\$41.51	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year	*	Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	50.00%	*	1657.0	=	828.5	Estimated Hours Year 1
Year 2	40.00%	*	1657.0	=	662.8	Estimated Hours Year 2
Year 3	5.00%	*	1657.0	=	82.9	Estimated Hours Year 3
Year 4	0.00%	*	1657.0	=	0.0	Estimated Hours Year 4
Year 5	5.00%	*	1657.0	=	82.9	Estimated Hours Year 5
Total	100%		Total	=	1657.0	

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

	Avg Hourly Rate (calculated above)	*	Estimated hours (calculated above)	=	Cost per Year	
Year 1	\$41.51	*	829	=	34394.045	Estimated Hours Year 1
Year 2	\$41.51	*	663	=	\$27,515.24	Estimated Hours Year 2
Year 3	\$41.51	*	83	=	\$3,439.40	Estimated Hours Year 3
Year 4	\$41.51	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$41.51	*	83	=	\$3,439.40	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$68,788.09	
	Direct Labor Subtotal before Escalation			=	\$68,788.09	
	Estimated total of Direct Labor Salary Increase			=	\$0.00	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs

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

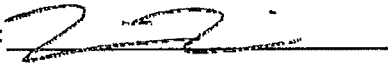
1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management,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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Richard Galvin Title *: Vice President

Signature :  Date of Certification (mm/dd/yyyy) 10/7/2020

Email: richard@gpaconsulting-us.com Phone Number: (310) 792-2690

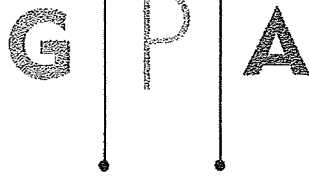
Address: 201 Nevada St., Suite B, El Segundo, CA 90245

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

List services the consultant is providing under the proposed contract:

<p>Environmental Consulting Services for Gilbert Dr over Shelter Channel (BRIDGE No. 55C0258), Bridge Preventive Maintenance Project.</p> <p>All hourly rates and the fixed fee indicated are fixed for the entire term of the contract (i.e., no salary increases shall be permitted for work performed under this contract).</p>
--

C O N S U L T I N G



August 10, 2020

RE: Prevailing Wage Policy:

GPA Consulting is not subject to prevailing wages.

Signed,

A handwritten signature in cursive script, appearing to read 'Andrea Galvin', is written over a light blue horizontal line.

Andrea Galvin, President
GPA Consulting



moffatt & nichol

LIN CONSULTING, INC.



EXHIBIT 10-H1 COST PROPOSAL PAGE 1 OF 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant LN Consulting, Inc.

Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. TBD

Contract No. CC-1453

Date 11/17/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
PIC/QC	William Sun	23	\$81.00	\$1,863.00
Senior Traffic Project Manager	Tracy Moriya	78	\$72.00	\$5,616.00
Senior Civil Project Manager	Rey Galura	19	\$63.50	\$1,206.50
Assitant Project Manager	Kai-Yee (Benny) Yau	29	\$43.00	\$1,247.00
Traffic Project Engineer	Brian Cruz	182	\$29.00	\$5,278.00
Civil Project Engineer	Veethima Jonglitsamrit	10	\$36.00	\$360.00
Civil Project Engineer	Angelique Silvestre	48	\$31.00	\$1,488.00
Civil Project Engineer	Gabriela Ruiz	0	\$29.00	\$0.00

LABOR COSTS

a) Subtotal Direct Labor Costs \$17,058.50
 b) Anticipated Salary Increases (see page 2 for calculation) \$0.00
c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$17,058.50

INDIRECT COSTS

d) Fringe Benefits (Rate: 30.00%) \$5,117.55 e) Total Fringe Benefits [(c) x (d)]
 f) Overhead (Rate: 43.00%) \$7,335.16 g) Overhead [(c) x (f)]
 h) General and Administrative (Rate: 56.00%) \$9,552.76 i) Gen & Admin [(c) x (h)]
j) Total Indirect Costs [(e) + (g) + (i)] \$22,005.47

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10.00% \$3,906.40

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage	120	Miles	\$0.575	\$69.00
Parking	2	Each	\$15.00	\$30.00
Mailing	0	Each	\$15.00	\$0.00

l) TOTAL OTHER DIRECT COSTS \$99.00

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: \$0.00
 Subconsultant 2: \$0.00
 Subconsultant 3: \$0.00
 Subconsultant 4: \$0.00
m) TOTAL SUBCONSULTANTS' COSTS \$0.00

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS[(l) + (m)] \$99.00

TOTAL COST [(c) + (j) + (k) + (n)] \$43,069.36

NOTES:

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

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

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

Direct Labor <u>Subtotal</u> per Cost Proposal \$17,058.50	Total Hours per Cost Proposal 389	=	Avg Hourly Rate 43.85	5 Year Contract Duration Year 1 Avg Hourly Rate
--	---	---	-----------------------------	---

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$43.85	+	0.0%	=	\$43.85	Year 2 Avg Hourly Rate
Year 2	\$43.85	+	0.0%	=	\$43.85	Year 3 Avg Hourly Rate
Year 3	\$43.85	+	0.0%	=	\$43.85	Year 4 Avg Hourly Rate
Year 4	\$43.85	+	0.0%	=	\$43.85	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	50.00%	*	389.0	=	194.5	Estimated Hours Year 1
Year 2	40.00%	*	389.0	=	155.6	Estimated Hours Year 2
Year 3	5.00%	*	389.0	=	19.5	Estimated Hours Year 3
Year 4	5.00%	*	389.0	=	19.5	Estimated Hours Year 4
Year 5	0.00%	*	389.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	389.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$43.85	*	195	=	\$529.25	Estimated Hours Year 1
Year 2	\$43.85	*	156	=	\$6,823.40	Estimated Hours Year 2
Year 3	\$43.85	*	19	=	\$852.93	Estimated Hours Year 3
Year 4	\$43.85	*	19	=	\$852.93	Estimated Hours Year 4
Year 5	\$43.85	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$17,058.50	
	Direct Labor Subtotal before Escalation			=	\$17,058.50	
	Estimated total of Direct Labor Salary Increase			=	\$0.00	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL PAGE 3 OF 3

Certification of Direct Costs:


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

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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: William Sun Title*: Vice President
 Signature:  Date of Certification (mm/dd/yyyy): 11/17/2020
 Email: wsun@linconsulting.com Phone Number: (909) 396-6850
 Address: 21660 Copley Drive, Suite 270, Diamond Bar, CA 91765

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

List services the consultant is providing under the proposed contract:

Traffic Engineering for Gilbert Dr. Bridge over Shelter Channel (BRIDGE NO. 55C0258), Bridge Preventive Maintenance Project.

All hourly rates and the fixed fee indicated are fixed for the entire term of the contract

LIN Consulting, Inc.

Traffic, Civil, Electrical Consulting Engineers

21660 Copley Drive, Suite 270
Diamond Bar, CA 91765-4177
Tel:(909) 396-6850 Fax:(909) 396-8150
E-mail: inbox@LinConsulting.com

August 12th, 2020

RE: Prevailing Wage Policy

LIN Consulting, Inc. is not subject to prevailing wage requirements.

Sincerely,

LIN Consulting, Inc.
a California corporation



William Sun, PE, TE
Vice President/Principal



moffatt & nichol

EARTH MECHANICS, INC.

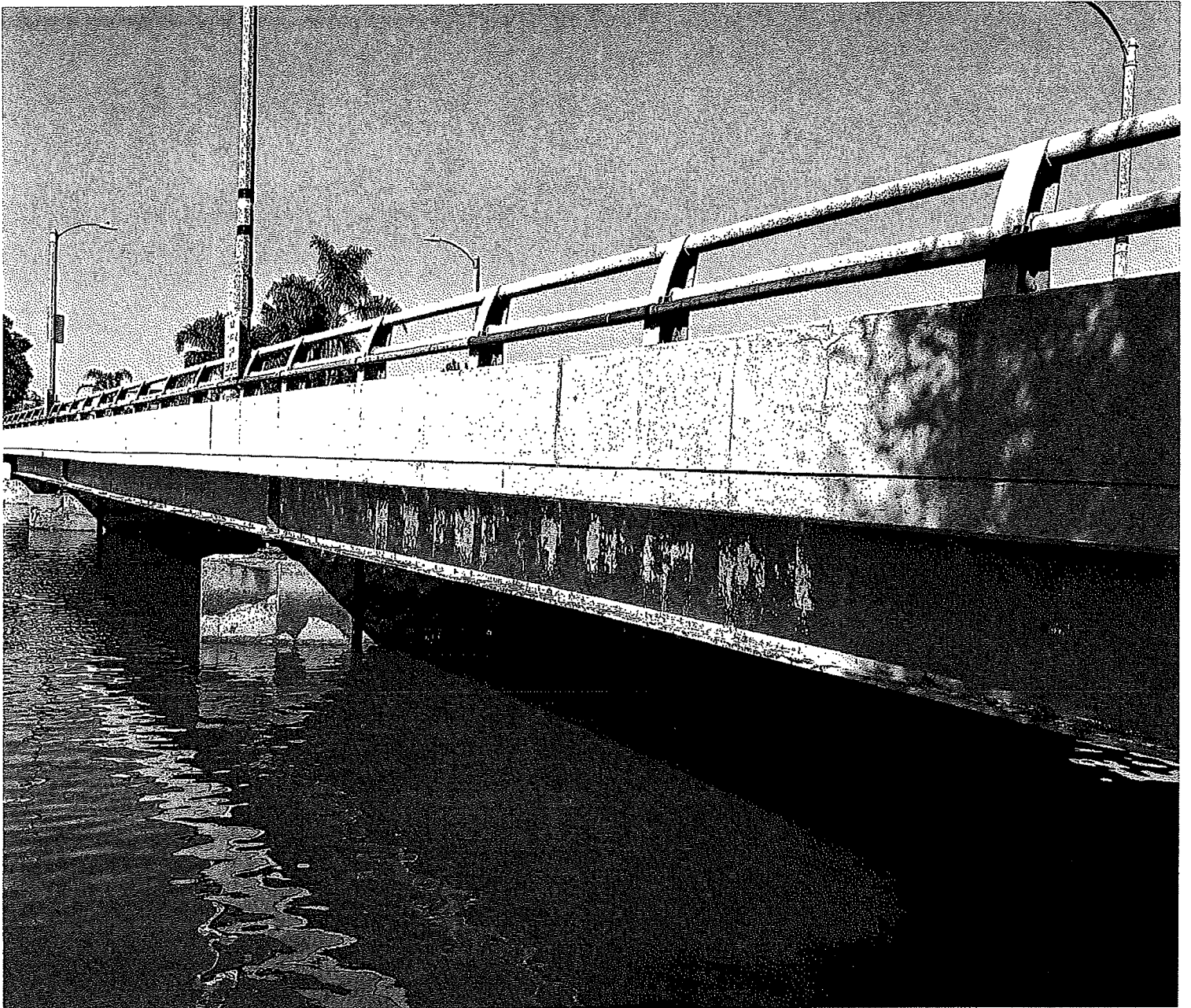


EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime

Subconsultant

Consultant Earth Mechanics, Inc.

Project No. TBD

A&E Contract No. CC-1453

Date 11/20/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	Lino Cheang	8	\$89.00	\$712.00
Senior Engineer	Alahesh Thurairajah	42	\$55.00	\$2,310.00
Senior Geologist	Wendy Drummond	28	\$66.00	\$1,848.00
Senior Technician	Kiat Kaekul	0	\$43.75	\$0.00
Senior Technician	Jianmin Fang	0	\$41.50	\$0.00
Staff Engineer	Pratha Ragavan	0	\$36.00	\$0.00
				\$0.00

LABOR COSTS

a) Subtotal Direct Labor Costs	<u>\$4,870.00</u>
b) Anticipated Salary Increases (see page 2 for calculations)	<u>\$0.00</u>
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	<u>\$4,870.00</u>

INDIRECT COSTS

d) Fringe Benefits	Rate: <u>79.45%</u>	e) Total Fringe Benefits [(c) x (d)]	<u>\$3,869.22</u>
f) Overhead	Rate: <u>106.01%</u>	g) Overhead [(c) x (f)]	<u>\$5,162.69</u>
h) General and Administrative	Rate: <u>0.00%</u>	i) Gen & Admin [(c) x (h)]	<u>\$0.00</u>
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]			<u>\$9,031.90</u>

FIXED FEE	k) TOTAL FIXED FEE [(c) + (i)] x fixed fee:	<u>10.00%</u>	<u>\$ 1,390.19</u>
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l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
			\$4,240.00	\$0.00
			\$843.00	\$0.00
			\$2,459.00	\$0.00
			\$210.00	\$0.00
			\$160.00	\$0.00
l) TOTAL OTHER DIRECT COSTS				<u>\$0.00</u>

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Sub 1	<u>\$0.00</u>
Sub 2	<u>\$0.00</u>
Sub 3	<u>\$0.00</u>
Sub 4	<u>\$0.00</u>
m) TOTAL SUBCONSULTANTS' COSTS	<u>\$0.00</u>

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]	<u>\$0.00</u>
TOTAL COST [(c) + (j) + (k) + (n)]	<u>\$15,292.09</u>

NOTES:

- All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates should be based on consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours) 44078

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$4,870.00	78	=	\$62.44	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$62.44	+	0%	=	\$62.44	Year 2 Avg Hourly Rate
Year 2	\$62.44	+	0%	=	\$62.44	Year 3 Avg Hourly Rate
Year 3	\$62.44	+	0%	=	\$62.44	Year 4 Avg Hourly Rate
Year 4	\$62.44	+	0%	=	\$62.44	Year 5 Avg Hourly Rate
Year 5	\$62.44	+	0%	=	\$62.44	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	78.0	=	78.0	Estimated Hours Year 1
Year 2	0.00%	*	0.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	0.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	0.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	0.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	78.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$62.44	*	78	=	\$4,870.00	Estimated Hours Year 1
Year 2	\$62.44	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$62.44	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$62.44	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$62.44	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$4,870.00	
	Direct Labor Subtotal before Escalation			=	\$4,870.00	
	Estimated total of Direct Labor Salary Increase			=	\$0.00	<i>Transfer to Page 1</i>

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs

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

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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Lino Cheang, PE, GE Title*: Principal
 Signature: [Signature] Date of Certification (mm/dd/yyyy): 11/20/2020
 Email: L.Cheang@earthmech.com Phone Number: 714-751-3826
 Address: 17800 Newhope Street, Suite B, Fountain Valley, CA 92708

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

List services the consultant is providing under the proposed contract:

541330 - Geotechnical and Earthquake Engineering for Gilbert Dr Bridge over Shelter Channel (BRIDGE No. 55C0258), Bridge Preventive Maintenance Project.

541380 - Laboratory Testing for Gilbert Dr Bridge over Shelter Channel (BRIDGE No. 55C0258), Bridge Preventive Maintenance Project.

*All hourly rates and the fixed fee indicated are fixed for the entire term of the contract (i.e., no salary increases shall be permitted for work performed under this contract).



Earth Mechanics, Inc.

Geotechnical & Earthquake Engineering

March 4, 2019

Attention: To Whom It May Concern

Subject: Prevailing Wage Policy for
Earth Mechanics, Inc.

Work Firm performs that may require payment of prevailing wage:

None. Earth Mechanics, Inc. staff members are not subject to prevailing wage.
However, Earth Mechanics, Inc. requires subcontractors with which it works to comply with prevailing wage requirements, as applicable.

How Firm pays prevailing wage deltas to affected employees:

Not applicable for Earth Mechanics, Inc. staff members.
Earth Mechanics, Inc. pays directly to subcontractor as single amount to cover delta base and delta fringe.

Accounting method used for prevailing wage delta base costs:

Other Direct Cost

Accounting method used for prevailing wage delta fringe costs:

Other Direct Cost

Effect on most recently completed indirect cost rate:

None.

Firm has established this method of accounting for prevailing wage deltas and applies it consistently to ALL prevailing wage delta costs, regardless of the client, contract, or reimbursement method.

Certified by,

Hubert Law, PhD, PE
Principal
Earth Mechanics, Inc.



moffatt & nichol

WAGNER ENGINEERING & SURVEY, INC.



Exhibit 10-H1 Cost Proposal
Cost-Plus-Fixed Fee or Lump Sum or Firm Fixed Price Contracts
 (Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Consultant Wagner Engineering & Survey, Inc.

Project No. (TBD)

Contract No. CC-1453

Date 11/20/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Sr. Task Manager	Stephanie A. Wagner, PE, PLS	2	\$96.90	\$ 193.80
Survey Manager	Armando V. Abad	6	\$68.34	\$ 410.04
Assistant Survey Manager/Chainman**	Kevin Warden**	4	\$51.28	\$ 205.12
ROW Manager/Survey Technician III	Diana Knezevic	0	\$56.10	\$ -
Survey Technician III	Hugo Guardado	48	\$43.86	\$ 2,105.28
Sr. Party Chief, PLS**	Kieran Doherty**	0	\$57.71	\$ -
Certified Party Chief**	James James Jr.**	16	\$57.01	\$ 912.16
Survey Apprentice D**	Anthony Garcia**	16	\$32.82	\$ 525.12

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 4,351.52

b) Anticipated Salary Increases

(see Anticipated Salary Increases page for calculations)

\$ -

c) **Total Direct Labor Costs [(a) + (b)]** \$ **4,351.52**

INDIRECT COSTS

d) Fringe Benefits

(Rate: _____)

e) Total Fringe Benefits [(c) x (d)] \$ -

f) Overhead

(Rate: 164.92%)

g) Overhead [(c) x (f)] \$ 7,176.53

h) General and Administrative

(Rate: _____)

i) Gen & Admin [(c) x (h)] \$ -

j) **Total Indirect Costs [(e) + (g) + (i)]** \$ **7,176.53**

FIXED FEE

k) **TOTAL FIXED FEE [(c) + (j)]* fixed fee 10%** \$ **1,152.80**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Cost	660	mile	\$0.575	\$ 379.50
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -

l) **TOTAL OTHER DIRECT COSTS** \$ **379.50**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:

\$

Subconsultant 2:

\$

(m) **TOTAL SUBCONSULTANTS' COSTS** \$ -

(n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** \$ **379.50**

TOTAL COST [(c) + (j) + (k) + (n)] \$ **13,060.35**

NOTES:

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

Exhibit 10-H1 Cost Proposal

Actual Cost-Plus-Fixed Fee or Lump Sum or Firm Fixed Price Contracts
(Calculations for Anticipated Salary Increases)

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
\$ 4,351.52 /	92 =	\$47.30	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)

Avg Hourly Rate	Proposed Escalation		
Year 1 \$47.30	+ 0%	=	\$47.30 Year 2 Avg Hourly
Year 2 \$47.30	+ 0%	=	\$47.30 Year 3 Avg Hourly
Year 3 \$47.30	+ 0%	=	\$47.30 Year 4 Avg Hourly Rate
Year 4 \$47.30	+ 0%	=	\$47.30 Year 5 Avg Hourly Rate

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

Estimated % Completed Each Period	Total Hours per Cost Proposal	Total Hours per Period
Year 1 100.00%	* 92 =	92 Estimated Hours Year 1
Year 2 0.00%	* 92 =	0 Estimated Hours Year 2
Year 3 0.00%	* 92 =	0 Estimated Hours Year 3
Year 4 0.00%	* 92 =	0 Estimated Hours Year 4
Year 5 0.00%	* 92 =	0 Estimated Hours Year 5
Total 100%	Total =	92

4. Calculate Total Costs including Escalation (Multiply average hourly rate by the number of hours)

Avg Hourly Rate (calculated above)	Estimated Hours (calculated above)	Cost Per Period
Year 1 \$47.30	* 92 =	\$4,351.52 Estimated Hours Year 1
Year 2 \$47.30	* 0 =	\$0.00 Estimated Hours Year 2
Year 3 \$47.30	* 0 =	\$0.00 Estimated Hours Year 3
Year 4 \$47.30	* 0 =	\$0.00 Estimated Hours Year 4
Year 5 \$47.30	* 0 =	\$0.00 Estimated Hours Year 5
Total Direct Labor Cost with Escalation =		\$4,351.52
Direct Labor Subtotal before escalation =		\$4,351.52
Estimated total of Direct Labor Salary Increase =		\$0.00 Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology.)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Exhibit 10-H1 Cost Proposal

Certification of Direct Costs:

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

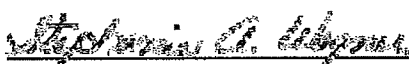
1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management,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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Stephanie A. Wagner Title*: President

Signature:  Date of Certification (mm/dd/yyyy): 11/20/2020

Email: stephaniew@wesinc.org Phone Number: (818) 892-6565

Address: 17134 Devonshire St., Suite 200, Northridge, CA 91325

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

List services the consultant is providing under the proposed contract:

Land Surveying and Mapping Services for Gilbert Dr Bridge over Shelter Channel (BRIDGE No. 55C0258), Bridge Preventive Maintenance Project.

All hourly rates (except for prevailing wage rates) and the fixed fee indicated are fixed for the entire term of the contract, no salary increases shall be permitted for work performed under this contract).

If prevailing wages increase, this will translate into reduced billable hours over the term of the contract in order to keep the total contract amount unchanged.



CIVIL ENGINEERS • SURVEYORS • RIGHT-OF-WAYS

SBE • WBE • DBE • CERTIFIED

**WAGNER ENGINEERING & SURVEY, INC.
PREVAILING WAGE POLICY**

- Field survey staff of Wagner Engineering & Survey, Inc. (WES), are members of the International Union of Operating Engineers Local 12.
- WES surveyors do not have prevailing wage deltas as field staff are paid prevailing wage or higher, and the fringe benefits are equal to the minimum required.
- Base Deltas are not applicable, however, they would be direct labor if we had any (all base wages are direct costs charged to the project)..
- Fringe Deltas are not applicable, however, they would be indirect if we had any (all fringes are in overhead).

WAGNER ENGINEERING & SURVEY, INC.

A handwritten signature in cursive script that reads 'Paul A. Wagner'.

Paul A. Wagner, Sr. Vice President

April 25th, 2019



moffatt & nichol

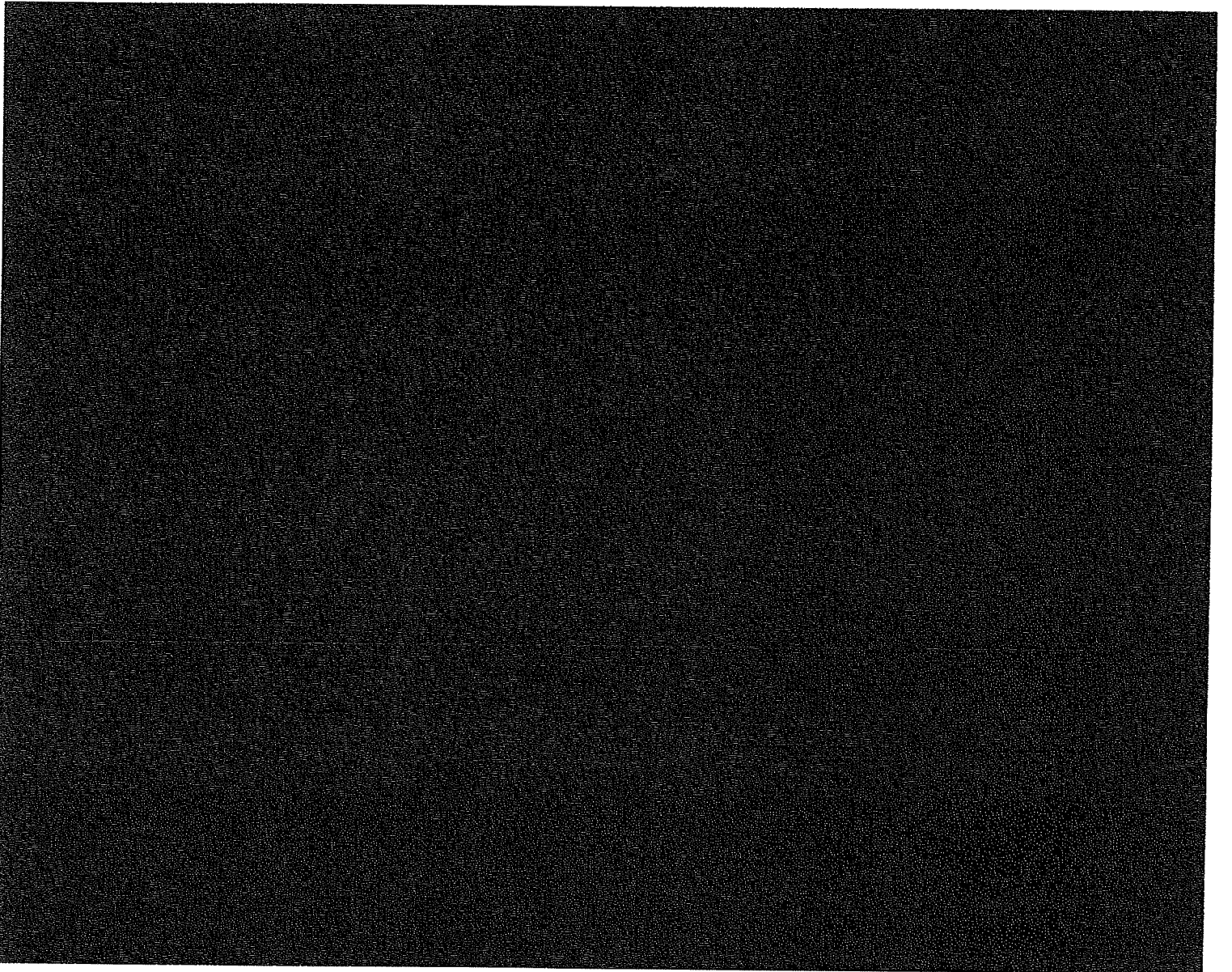
Contact:

555 Anton Boulevard, Suite 400

Costa Mesa, CA 92626

(562) 426-9551 Fax: (562) 424-7489

www.moffattnichol.com





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd, Suite 230 Lafayette CA 94549	CONTACT NAME: Karln Thorp	FAX (A/C, No):
	PHONE (A/C, No, Ext): 714-427-3494	E-MAIL ADDRESS: DesignProCerts@AssuredPartners.com
INSURER(S) AFFORDING COVERAGE	NAIC #	
INSURER A: Continental Insurance Company	35289	
INSURER B: National Union Fire Insurance Co PA	19445	
INSURER C: American Guarantee and Liability Insurance Co	26247	
INSURER D: Continental Casualty Company	20443	
INSURER E: XL Specialty Insurance Company	37885	
INSURER F: American Casualty Company of Reading,	20427	

COVERAGES CERTIFICATE NUMBER: 937434931 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Ded /SIR \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6056712992	11/22/2023	11/22/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Project / Loc Agg \$ 15M
F	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	6056712989	11/22/2023	11/22/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp / Coll Ded \$ 1,000
A C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 10,000	Y	Y	6079627982 AEC576168010	11/22/2023 11/22/2023	11/22/2024 11/22/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 15,000,000 \$
B B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC19397907 WC19397906	11/22/2023 11/22/2023	11/22/2024 11/22/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	<input checked="" type="checkbox"/> Professional Liability Includes Pollution Liability Claims-Made Form			DPR5020973	11/22/2023	11/22/2024	Per Claim \$1,000,000 \$1,000,000/Agg lmt

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Umbrella policy is follow-form to its underlying Policies: General Liability/Auto Liability/Employer's Liability.
 Re: Project: On-Call Engineering & Professional Consulting Services The City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers are named as additional insureds on the General Liability and Automobile Liability per attached. 30-Days Notice of Cancellation will be given to the Certificate Holder.

APPROVED AS TO FORM

By: MICHAEL E. GATES
CITY ATTORNEY
CITY OF HUNTINGTON BEACH

CERTIFICATE HOLDER	CANCELLATION 30 Day Notice of Cancellation
The City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers Attn: Duncan Lee, PE 2000 Main Street Huntington Beach CA 92648	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Karln Thorp