

**AGREEMENT FOR PROFESSIONAL ENGINEERING AND ENVIRONMENTAL
CONSULTING SERVICES BETWEEN THE CITY OF HUNTINGTON BEACH AND
MOFFATT & NICHOL**

[Local Assistance Federal-aid Project Not Exceeding \$3,500,000]

This Agreement ("Agreement") is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California ("CITY") and Moffatt & Nichol, a California corporation ("CONSULTANT," and collectively, the "Parties").

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

I. INTRODUCTION.

A. The Contract Administrator for CITY is the City Engineer, or his written designee ("CITY's Contract Administrator").

B. The Project Manager for CONSULTANT is Miguel Carbuccia ("Project Manager"). There shall be no change in CONSULTANT's Project Manager or members of the Project team, as listed in the Cost Proposal attached at Exhibit B without prior written approval by CITY's Contract Administrator.

C. According to documents on file with the its Public Works Department, CITY has complied with Chapter 10 of the Local Assistance Procedure Manual of the California Department of Transportation ("Caltrans") and the provisions of Chapter 3.03 of the Huntington Beach Municipal Code relating to procurement of a professional service contract.

D. The work to be performed under this Agreement is described in Section III, Statement of Work, and the approved CONSULTANT's Cost Proposal dated November 25, 2020, and attached as Exhibit B.

E. If there is any conflict between the approved Cost Proposal and this Agreement, including the Statement of Work, this Agreement shall control.

II. CONSULTANT'S REPORTS OR MEETINGS.

A. CONSULTANT shall submit to CITY's Contract Administrator monthly progress reports. The progress reports shall be sufficiently detailed for CITY's Contract Administrator to determine if: CONSULTANT is performing to expectations; is on schedule; is providing interim findings, and, is addressing any difficulties or special problems encountered, so remedies can be developed.

B. CONSULTANT's Project Manager shall meet with CITY's Contract Administrator, as needed, to discuss progress on the Statement of Work.

III. STATEMENT OF WORK.

A. THE PROJECT. CITY seeks to repair, rehabilitate, or replace the Davenport Drive Bridge over Weatherly Channel (Bridge No. 55C0259) (the "Project").

B. CONSULTANT SERVICES. CONSULTANT shall provide the professional engineering and environmental consulting services for the Project, as described more specifically in the Statement of Work attached as Exhibit A to this Agreement. All work CONSULTANT performs and bills to CITY shall be eligible for reimbursement to the CITY through available Federal grant funding, unless otherwise directed by the CITY, in writing. CONSULTANT shall not proceed with any task(s) that the CITY has identified as Optional in the Statement of Work attached as Exhibit A, unless CITY directs in writing that the work be performed. Any such work performed without CITY's prior written approval shall be at the CONSULTANT's sole cost and expense.

C. CITY OBLIGATIONS. CITY shall: 1) provide general direction to CONSULTANT as needed; 2) provide the CONSULTANT with applicable record information and boilerplate documents that are available at the CITY; 3) review, provide comments on, and approve the Project schedule and any revisions proposed by the CONSULTANT; 4) review and provide comments on Project submittals from the CONSULTANT; 5) review CONSULTANT invoices and remit payment for satisfactory work completed in accordance with the latest approved Project schedule and this Agreement as determined by the CITY's Contract Administrator; and 6) review and respond to CONSULTANT requests for contract change order(s) and process Amendment(s) to this Agreement as needed.

D. ENVIRONMENTAL DOCUMENTS. Environmental documents are not considered complete until a Caltrans District Senior Environmental Planner signs the Categorical Exclusion, a Caltrans Deputy District Director signs the Finding of No Significant Impact, or the Caltrans District Director signs the Record of Decision.

E. CONFLICT RESOLUTION. In the event that the CONSULTANT's Project Manager disagrees with CITY's Contract Administrator regarding the scope of work included in this Agreement, CONSULTANT shall submit to the CITY all necessary documentation to justify the CONSULTANT's position on the matter. The CITY's Director of Public Works shall review the matter, coordinate a meeting with the CONSULTANT as necessary, and make the final determination regarding the scope of work included in this Agreement.

IV. TIME OF PERFORMANCE.

A. This Agreement shall go into effect on February 1, 2021, contingent upon approval by the City Council of the CITY, and CONSULTANT shall commence work after notification to proceed by CITY's Contract Administrator. CONSULTANT is advised that

any recommendation for contract award is not binding on CITY until the Agreement is fully executed and approved by CITY.

B. This Agreement shall end on February 1, 2026, unless extended by Amendment to this Agreement.

C. In the event the Commencement Date precedes the date of final execution, CONSULTANT shall be bound by all terms and conditions as provided herein.

V. ALLOWABLE COSTS AND PAYMENTS.

A. The method of payment for this Agreement will be based on actual cost plus a fixed fee, as set forth in Exhibit B to this Agreement, CONSULTANT's Exhibit 10-H1 Cost Proposal dated November 25, 2020 ("Cost Proposal"). CITY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT's Cost Proposal, unless additional reimbursement is provided for by an Amendment to this Agreement. In no event will CONSULTANT be reimbursed for overhead costs at a rate that exceeds CITY's approved overhead rate set forth in the Cost Proposal. In the event that CITY determines that a change to the work from that specified in the Cost Proposal and Agreement is required, the Agreement time or actual costs reimbursable by CITY shall be adjusted by an Amendment to this Agreement to accommodate the changed work (the "Amendment"). The maximum total cost as specified in Paragraph "I" of this Section shall not be exceeded, unless authorized by an Amendment to this Agreement.

B. The indirect cost rate established for this Agreement is extended through the duration of this specific Agreement. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or Agreement award.

C. In addition to the allowable incurred costs, CITY will pay CONSULTANT a fixed fee of Nineteen Thousand Five Hundred Fifty One Dollars and Thirty Cents (\$19,551.30). The fixed fee is nonadjustable for the term of the Agreement, except in the event of a significant change in the scope of work and such adjustment is made by Amendment to this Agreement.

D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal at Exhibit B.

E. When milestone cost estimates are included in the approved Cost Proposal at Exhibit B, CONSULTANT shall obtain prior written approval for a revised milestone cost

estimate from CITY's Contract Administrator before exceeding such cost estimate.

F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Section III Statement of Work, CITY shall have the right to delay payment or terminate this Agreement.

G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.

H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by CITY's Contract Administrator of itemized invoices prepared in a format approved by CITY's Contract Administrator. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each Project as applicable. Invoices shall follow the format of the approved Cost Proposal at Exhibit B, and shall reference CITY's Project number, as directed by CITY's Contract Administrator. The final invoice shall contain the final cost and all credits due CITY including any equipment purchased under the provisions of Section XI Equipment Purchase and other Capital Expenditures. The final invoice shall be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to CITY's Contract Administrator at the following address:

City of Huntington Beach
Public Works Department
Attn.: Jonathan Claudio, PE
2000 Main Street
Huntington Beach CA, 92648

I. The total amount payable by CITY including the fixed fee shall not exceed Four Hundred Eighty Seven Thousand Three Hundred Fourteen Dollars and Seventy Cents (\$487,314.70).

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

VI. TERMINATION.

A. CITY reserves the right to terminate this Agreement without cause upon thirty (30) calendar days written notice to CONSULTANT delivered by certified mail, return receipt requested. Upon termination, CITY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates

performed to that date, whether completed or not. In the event of termination of the Agreement without cause, CONSULTANT shall be compensated as provided for in this Agreement.

B. CITY may terminate this Agreement with CONSULTANT for cause should CONSULTANT fail to perform the covenants of this Agreement and CITY provides written notice of such termination, delivered by certified mail, return receipt requested. In the event of such termination, CONSULTANT shall cease performing all work immediately, and CITY may proceed with the work in any manner it deems proper.

C. CITY may temporarily suspend this Agreement, at no additional cost to CITY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If CITY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this Agreement. A temporary suspension may be issued concurrent with the notice of termination. In the event of termination, CONSULTANT shall be compensated as provided in this Agreement.

D. Notwithstanding any provisions of this Agreement, CONSULTANT shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this Agreement by CONSULTANT, and CITY may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due CITY from CONSULTANT is determined.

VII. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS.

A. CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

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

C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by CONSULTANT to CITY.

D. When CONSULTANT or its Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

VIII. RETENTION OF RECORDS/AUDIT

A. For the purpose of determining compliance with Government Code §8546.7, CONSULTANT, its Subconsultant, and CITY shall maintain and make available for

inspection all books, documents, papers, accounting records, independent Certified Public Accountant ("CPA") audited Indirect Cost Rate ("ICR") work papers and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering this Agreement. All Parties, including CONSULTANT's Independent CPA, shall make such materials available at their respective offices at all reasonable times during the term of this Agreement, and for three years from the date of final payment under this Agreement. The State, State Auditor, CITY, Federal Highway Administration ("FHWA") or their duly authorized representatives shall have access to any books, records, and documents of CONSULTANT, its Subconsultants and the CONSULTANT's independent CPA, that are pertinent to this Agreement and ICR for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested, without limitation.

IX. AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not resolved pursuant to this Agreement, shall be reviewed by CITY's Chief Financial Officer.

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

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

D. CONSULTANT and its Subconsultant contracts, including cost proposals and Indirect Cost Rates, are subject to audits or reviews such as, but not limited to, an agreement audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, this Agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure Federal, State, or CITY officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, Cost Proposal, and ICR shall be adjusted by CONSULTANT and approved by CITY's Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into this Agreement by this reference if directed by CITY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the Federal, State or CITY have access to CPA work papers, will be considered a breach of the Agreement and cause for termination of the Agreement and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations ("IOAI"). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by CONSULTANT and approved by CITY's Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs:

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

a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

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

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

4. CONSULTANT may submit to CITY a final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of CITY; and, (3) IOAI has issued its final ICR review letter. CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO CITY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all other Agreements executed between CITY and CONSULTANT, either as a prime or Subconsultant, with the same fiscal period ICR.

X. SUBCONTRACTING

A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the CITY and any of CONSULTANT's Subconsultants, and no subagreement shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to the CITY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the CITY's obligation to make payments to CONSULTANT.

B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by CITY's Contract Administrator, except that which is expressly identified in CONSULTANT's approved Cost Proposal at Exhibit B.

C. Any subagreement entered into as a result of this Agreement, shall contain all the provisions stipulated in this entire Agreement to be applicable to CONSULTANT's Subconsultants unless otherwise noted.

D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to CONSULTANT by the CITY.

E. Any substitution of CONSULTANT's Subconsultants must be approved in writing by CITY's Contract Administrator in advance of assigning work to a substitute Subconsultant.

F. Prompt Progress Payment – CONSULTANT or Subconsultant shall pay to any Subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the Subconsultants, to the extent of each Subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or Subconsultant to a Subconsultant, CONSULTANT or Subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the Subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action between CONSULTANT and Subconsultant for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE Subconsultants.

G. The CITY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the CITY, of the contract work, and pay retainage to CONSULTANT based on these acceptances.

H. No retainage will be held by the CITY from progress payments due to CONSULTANT. CONSULTANT and Subconsultants are prohibited from holding retainage from Subconsultants. Any delay or postponement of payment may take place only for good cause and with the CITY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or Subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or Subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient Subconsultant performance and/or noncompliance by a Subconsultant. This clause applies to both DBE and non-DBE Subconsultants.

XI. EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

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

B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by CITY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased with funds provided under the terms of this Agreement is subject to the following:

1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, CITY shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, CONSULTANT may either keep the equipment and credit CITY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established CITY procedures; and credit CITY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by CITY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by CITY.

2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the Project.

XII. STATE PREVAILING WAGE RATES

A. No CONSULTANT or Subconsultant may be awarded an Agreement containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this Agreement, including any subsequent Amendments.

B. CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this Agreement are available and on file with the Caltrans' Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this Agreement by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction Project site. Prevailing wages will be applicable to all inspection work performed at CITY construction sites, at CITY facilities and

at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve CITY Projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this Project may also be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov>.

D. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

a. The information contained in the payroll record is true and correct.

b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works Project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by CITY representatives at all reasonable hours at the principal office of CONSULTANT. CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of CITY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to CITY, the Division of Labor Standards

Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by CONSULTANT.

c. The public shall not be given access to certified payroll records by CONSULTANT. CONSULTANT is required to forward any requests for certified payrolls to CITY's Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. CONSULTANT shall submit a certified copy of the records enumerated in paragraph 1 above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by CITY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.

5. CONSULTANT shall inform CITY of the location of the records enumerated under paragraph (1) above, including the street address, CITY and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to CITY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by CITY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

E. When prevailing wage rates apply, CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by CITY's Contract Administrator.

F. Penalty

1. CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, CONSULTANT and any Subconsultant shall forfeit to the CITY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which

the worker is employed for any public work done under the Agreement by CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the Agreement.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by CONSULTANT or Subconsultant.

4. If a worker employed by a Subconsultant on a public works Project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the Project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:

a. The Agreement executed between CONSULTANT and the Subconsultant for the performance of work on public works Projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

b. CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.

c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, CONSULTANT shall diligently take corrective action to halt or rectify the

failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works Project.

d. Prior to making final payment to the Subconsultant for work performed on the public works Project, CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works Project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, CITY shall notify CONSULTANT on a public works Project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If CITY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if CITY did not retain sufficient money under the Agreement to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by CITY.

G. Hours of Labor

1. Eight (8) hours labor constitutes a legal day's work. CONSULTANT shall forfeit, as a penalty to the CITY, twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either this Agreement or a subagreement exceeds thirty thousand dollars (\$30,000), CONSULTANT and any Subconsultant under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANT and its Subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including

mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and its Subconsultant are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the Agreement work. CONSULTANT is responsible for all Subconsultants compliance with these requirements. Penalties are specified in Labor Code §1777.7.

XIII. CONFLICT OF INTEREST

A. During the term of this Agreement, CONSULTANT shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this Agreement or any ensuing CITY construction Project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing CITY construction Project which will follow.

B. CONSULTANT certifies that it has disclosed to CITY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. CONSULTANT further agrees to complete any statements of economic interest if required by either CITY ordinance or State law.

C. CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

XIV. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

XV. PROHIBITION OF EXPENDING CITY, STATE, OR FEDERAL FUNDS FOR LOBBYING

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

1. No State, Federal, or CITY appropriated funds have been paid or will be paid, by or on behalf of CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of

the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this Agreement, or with the extension, continuation, renewal, Amendment, or modification of this 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such Subrecipients shall certify and disclose accordingly.

XVI. NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

A. CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

B. During the performance of this Agreement, CONSULTANT and its Subconsultants shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and its Subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. CONSULTANT and its Subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by CITY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the CITY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or CITY shall require to ascertain compliance with this clause.

E. CONSULTANT and its Subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

G. CONSULTANT, with regard to the work performed under this Agreement, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

I. CONSULTANT, Subrecipient or Subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex or national origin. In administering CITY components of the DBE Program Plan, CONSULTANT, Subrecipient or Subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have

the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

J. CONSULTANT, Subrecipient or Subconsultant shall not violate any of the following non-discrimination statutes:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).

3. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex).

4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

6. Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).

8. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

9. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100).

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

XVII. DEBARMENT AND SUSPENSION CERTIFICATION

A. CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
3. Does not have a proposed debarment pending; and
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to CITY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

XVIII. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

A. CONSULTANT, Subrecipient, or Subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, CITY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultant and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is CONSULTANT's responsibility to verify that the DBE firm is certified as DBE at date of proposal opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of the DBEs certified by the CUCP can be found at the Caltrans DBE search database.

All DBE participation will count towards the Caltrans' federally mandated statewide coverall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commission, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

This Agreement is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." CONSULTANTS who enter into a federally-funded agreement will assist the CITY in a good faith effort to achieve California's statewide overall DBE goal.

B. The goal for DBE participation for this Agreement is Forty Seven Percent (47%). Participation by DBE CONSULTANT or its Subconsultants shall be in accordance with information contained in the Caltrans Local Assistance Procedures Manual ("Caltrans LAPM") at Exhibit 10-01. If a DBE Subconsultant is unable to perform, CONSULTANT shall make a good faith effort to replace him/her with another DBE Subconsultant, if the goal is not otherwise met.

C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the Agreement goal, or by documenting adequate good faith efforts to meet the Agreement goal. An adequate good faith effort means that CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, CONSULTANT shall complete and submit Caltrans LAPM Exhibit 15-H: *DBE Information – Good Faith Efforts* to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance. Under 49 CFR 26.13(b): CONSULTANT, Subrecipient or Subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of Federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Substitution of DBE Subconsultants. CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE Subconsultant obtains CITY'S written consent. CONSULTANT shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from CITY. Unless the CITY's consent is provided, CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on Exhibit 10-O2, attached hereto.

CITY authorizes a request to use other forces or sources of materials if CONSULTANT shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. CITY stipulated that a bond is a condition of executing the Subcontract and the listed DBE fails to meet the CITY's bond requirements.

3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.

4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).

5. Listed DBE's work is unsatisfactory and not in compliance with the contract.

6. Listed DBE is ineligible to work on the project because of suspension or debarment.

7. Listed DBE becomes bankrupt or insolvent.

8. Listed DBE voluntarily withdraws with written notice from the Contract.

9. Listed DBE is ineligible to receive credit for the type of work required.

10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.

11. CITY determines other documented good cause.

CONSULTANT shall notify the original DBE of the intent to use other forces or materials sources and provide the reasons and provide the DBE with 5 days to respond to the notice and advise CONSULTANT and CITY of the reasons why the use of other forces or sources of materials should not occur.

CONSULTANT's request to use other forces or material sources must include:

1. One or more of the other reasons listed in the preceding paragraph.
2. Notices from CONSULTANT to the DBE regarding the request.
3. Notices from the DBEs to CONSULTANT regarding the request.

If a listed DBE is terminated or substituted, CONSULTANT must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

F. Commitment and Utilization. CITY's DBE program must include a monitoring and enforcement mechanism to ensure the DBE commitments reconcile to DBE utilization. Accordingly, CONSULTANT shall:

1. Notify the CITY's Contract Administrator of any changes to its anticipated DBE participation.

2. Provide this notification before starting affected work.
3. Maintain records including:
 - a. Name and business address of each 1st tier subconsultant
 - b. Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier.
 - c. Date of payment and total amount paid to each business recorded on Caltrans Exhibit 9-F, *Monthly Disadvantaged Business Enterprise Payment*)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to CITY.

On work completion, CONSULTANT shall complete a Caltrans Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O form and submit the form to CITY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Caltrans Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the CITY within 90 days of contract acceptance. CITY will withhold \$10,000 until the form is submitted. CITY will release the withheld amount upon submission of the completed form.

In CITY's reports of DBE participation to Caltrans, CITY must display both commitments and attainments.

G. A DBE is only eligible to be counted toward the Agreement goal if it performs a Commercially Useful Function ("CUF") on the Agreement. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry

practices, whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.

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

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

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

K. If a DBE Subconsultant is decertified during the life of the Agreement, the decertified Subconsultant shall notify CONSULTANT in writing with the date of decertification. If a Subconsultant becomes a certified DBE during the life of the Agreement, the Subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to CITY's Contract Administrator within thirty (30) calendar days.

L. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the month, the CONSULTANT shall complete and email Caltrans LAPM Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to CITY.

M. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Section.

XIX. INSURANCE

A. CONSULTANT shall furnish 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) 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:

1. The policy retroactive date coincides with or precedes the initiation of the scope of services (including subsequent policies purchased as renewals or replacements).

2. CONSULTANT shall notify CITY of circumstances or incidents that might give rise to future claims.

B. 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.

C. Prior to commencement of the work described herein, CONSULTANT shall furnish CITY a Certificate of General Liability Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars (\$1,000,000) per occurrence. The Certificate of Insurance will provide:

1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to CITY.

2. That CITY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this Agreement are concerned.

3. That CITY will not be responsible for any premiums or assessments on the policy.

D. CONSULTANT agrees that the general and bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the Agreement, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of CITY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, CITY may terminate this Agreement.

E. 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:

1. Provide the name and policy number of each carrier and policy;
2. State that the policy is currently in force; and
3. 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.

F. 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 the provisions for indemnification of CITY by CONSULTANT under the 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.

XX. FUNDING REQUIREMENTS

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

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

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

D. CITY has the option to terminate the Agreement pursuant to Section VI Termination, or by mutual agreement to amend the Agreement to reflect any reduction of funds.

XXI. CHANGE IN TERMS

A. This Agreement may be amended or modified only by mutual written agreement of the Parties.

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

C. There shall be no change in CONSULTANT's Project Manager or the Project team, as listed in the approved Cost Proposal, which is a part of this Agreement without prior written approval by CITY's Contract Administrator.

XXII. CONTINGENT FEE

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

XXIII. DISPUTES

A. Prior to either party commencing any legal action under this Agreement, the Parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

B. Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by a committee consisting of CITY's Contract Administrator and the CITY's Director of Public Works, who may consider written or verbal information submitted by CONSULTANT.

C. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by CITY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

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

XXIV. INSPECTION OF WORK

A. CONSULTANT and any Subconsultants shall permit CITY, the State, and the FHWA to review and inspect the Project activities and files at all reasonable times during the performance period of this Agreement including review and inspection on a daily basis.

XXV. SAFETY

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

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

C. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §§6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

D. Any Subcontract entered into as a result of this Agreement, shall contain all of the provisions of this Section.

XXVI. OWNERSHIP OF DATA

A. It is mutually agreed that all materials prepared by CONSULTANT under this Agreement shall become the property of CITY, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, CITY shall be entitled to, and CONSULTANT shall deliver to CITY's Contract Administrator, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this Agreement which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to CITY which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this Agreement must be approved in writing by CITY.

B. Additionally, it is agreed that the Parties intend this to be an Agreement for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of CITY without restriction or limitation upon its use or dissemination by CITY.

C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other Project except the one detailed in this Agreement. Any reuse by CITY for another project or project location shall be at CITY's sole risk.

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

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

XXVII. CLAIMS FILED BY CITY's CONSTRUCTION CONTRACTOR

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

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

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

XXVIII. CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to CITY's operations, which are designated confidential by CITY and made available

to CONSULTANT in order to carry out this Agreement, shall be protected by CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by CITY relating to the Agreement, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

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

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

E. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than CITY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Agreement are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of CITY or except by court order. If CONSULTANT or any of its officers, employees, or Subcontractors does voluntarily provide information in violation of this Agreement, CITY has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT.

XXIX. NATIONAL LABOR RELATIONS BOARD CERTIFICATION.

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

XXX. EVALUATION OF CONSULTANT.

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

XXXI. PROMPT PAYMENT FROM CITY TO CONSULTANT

A. CITY shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If CITY fails to pay promptly, CITY shall pay interest to the CONSULTANT which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, CITY shall act in accordance with both the following:

1. Each payment request shall be reviewed by CITY as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
2. Any payment request determined not to be a proper payment request suitable for payment shall be returned to CONSULTANT as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

XXXII. NOTIFICATION

A. Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONSULTANT 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; provided that CITY and CONSULTANT, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent:

TO CITY:

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

TO CONSULTANT:

Moffatt & Nichol
Attn: Miguel A. Carbuccia
555 Anton Blvd., Suite 400
Costa Mesa, CA 92626

XXXIII. CONTRACT

A. 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 and Appendices, contain the entire Agreement between the Parties respecting the subject matter of this Agreement, and supersedes all prior understandings and agreements whether oral or in writing between the Parties respecting the subject matter hereof. No alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the Parties authorized to bind the Parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the Parties hereto.

XXXIV. HOLD HARMLESS

A. To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), 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, liability, costs, losses, expenses, demands and defense costs (including, without limitation, court costs and reasonable attorneys' and expert witness fees of every nature or liability of any kind or nature) arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this Agreement on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of CITY, as determined by a Court of competent jurisdiction. The provisions of this Section shall survive termination or suspension of this Agreement. 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 a limitation upon the amount of indemnification to be provided by CONSULTANT.

B. CITY shall be reimbursed by CONSULTANT for all costs and attorney's fees incurred by CITY in enforcing this indemnity and hold harmless obligation. This obligation to reimburse the CITY for enforcing the aforementioned indemnity and hold harmless provision shall in no way alter the general obligation under Section XL that each side shall bear its own attorney's fees for enforcing this Agreement.

XXXV. INDEPENDENT CONTRACTOR

B. CONSULTANT (including CONSULTANT's employees) is, and shall be, acting at all times in the performance of this Agreement as an independent contractor 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.

C. CONSULTANT's assigned personnel shall not be entitled to any CITY benefits payable to its employees, and CITY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of this Agreement. CONSULTANT, in the performance of its obligations under this Agreement, is only subject to the control or direction of the CITY as to the designation of tasks to be performed and the results to be accomplished.

XXXVI. COMPLIANCE WITH FEDERAL CLEAN AIR AND WATER ACTS, AND EPA RECYCLING GUIDELINES

A. CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Clean Air Act (42 USC §§7401-7671q) and the Federal Water Pollution Control Act (22 USC §§1251-1387), as amended.

B. To the extent CONSULTANT procures any item of cost in excess of Ten Thousand Dollars (\$10,000.00) in order to perform this Agreement, the item shall contain the highest percentage of recovered materials practicable, in compliance with the Federal Environmental Protection Agency's Comprehensive Procurement Guidelines.

XXXVII. CITY EMPLOYEES AND OFFICIALS

A. 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.

XXXVIII. IMMIGRATION

A. 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.

XXXIX. LEGAL SERVICES SUBCONTRACTING PROHIBITED

A. 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.

XL. ATTORNEY'S FEES

A. 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 prevailing party shall not be entitled to recover its attorney's fees from the nonprevailing party.

XLI. GOVERNING LAW

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

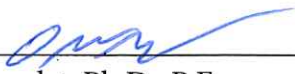
XLII. SIGNATORIES

A. 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.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by and through their authorized officers on _____, 2021.

Moffatt & Nichol, a California corporation

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

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

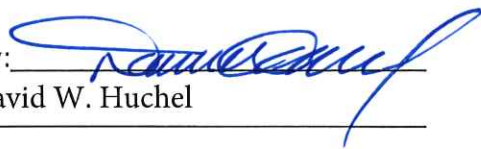
print name

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

Kim Carr
Mayor

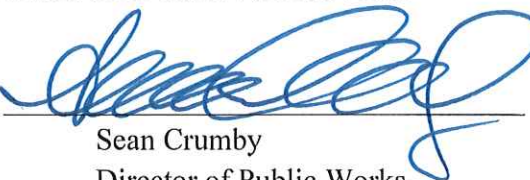
Robin Estanislau
City Clerk

AND

By: 
David W. Huchel
print name

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

INITIATED AND APPROVED:


Sean Crumby
Director of Public Works

REVIEWED AND APPROVED AS TO
CONTENT:

Oliver Chi
City Manager

APPROVED AS TO FORM:

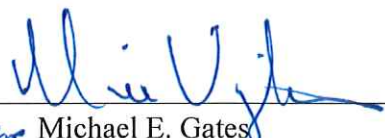

for Michael E. Gates
City Attorney SFF

EXHIBIT A

STATEMENT OF WORK

PROFESSIONAL ENGINEERING AND ENVIRONMENTAL CONSULTING SERVICES FOR DAVENPORT DRIVE BRIDGE OVER WEATHERLY CHANNEL

CITY desires to repair, rehabilitate, or replace the Davenport Drive Bridge over Weatherly 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. (1) DVD or flash drive of the 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. (1) DVD or flash drive of the 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) PDF and (1) set of color photos of Bridge damage with corresponding index map
- b. (5) 8.5" x 11" bound color copies and (1) PDF of the draft technical memorandum and supporting documents

- c. (3) 8.5" x 11" bound color copies and (1) PDF of the final technical memorandum and supporting documents
- d. (1) Microsoft PowerPoint and (1) PDF of the Technical Memorandum Presentation
- e. (5) 24" x 36" bond copies and (1) PDF of the 35% plans
- f. (5) 8.5" x 11" copies and (1) Microsoft Excel file of the 35% estimate
- g. (1) 8.5" x 11" wet signed and stamped copy and (1) PDF of the hydrologic analysis and supporting calculations (if required)
- h. (5) 8.5" x 11" copies and (1) PDF of the draft design Hydraulic Study Report (if required)
- i. (5) 8.5" x 11" copies and (1) PDF of the draft Location Hydraulic Study Report or Floodplain Evaluation Report (if required)
- j. (2) 8.5" x 11" wet signed and stamped copies and (1) PDF of the final design Hydraulic Study Report (if required)
- k. (2) 8.5" x 11" wet signed and stamped copies and (1) 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. (1) set of hard copies and (1) DVD or flash drive of the complete, and logically 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. (1) 11" x 17" color PDF of the draft utility conflict matrix
- c. (2) 24" x 36" bond copies of the draft color-coded utility conflict map
- d. (1) 11" x 17" color PDF of the final approved utility conflict matrix
- e. (2) 24" x 36" bond copies of the final approved color-coded utility conflict map.

- f. (1) Microsoft Word file of the draft Claim of Liability Letter for each utility owner.
- g. (1) PDF set of draft utility relocation plans for each utility owner.
- h. (2) 11" x 17" color copies and (1) PDF of the approved utility relocation plan for each utility owner.
- i. (1) 8.5" x 11" set of hard copies and (1) PDF of all draft utility-related documents necessary to obtain Caltrans acceptance of the Right-of-Way Certification for the Project.
- j. (1) 8.5" x 11" set of hard copies and (1) 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. (4) bound copies and (1) PDF of the Draft Foundation Memo and supporting documents (if required)
- b. (4) bound copies and (1) 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. (1) Microsoft Word file and (1) PDF of the draft PES form and all supporting documents
- b. (1) Microsoft Word file, (1) 8.5" x 11" wet signed original, and (1) PDF of the final approved PES form and all supporting documents
- c. (1) PDF and (3) 8.5" x 11" bound color copies of all draft environmental/technical studies
- d. (1) PDF and (3) 8.5" x 11" bound, color, wet signed and stamped (if required) copies of all final environmental/technical studies
- e. (1) PDF and (3) 8.5" x 11" bound, color copies of the draft lead and asbestos-containing materials survey report, including all laboratory analyses and results

- f. (1) PDF and (3) 8.5" x 11" bound, color, wet signed and stamped (if required) copies of the final lead and asbestos-containing materials survey report, including all laboratory analyses and results
- g. (1) Microsoft Word file, (1) PDF and (3) 8.5" x 11" bound color copies of all draft environmental documents and supporting information
- h. (1) Microsoft Word file, (1) PDF and (3) 8.5" x 11" bound, color, wet signed and stamped (if required) copies of all final environmental documents and supporting information
- i. (1) Microsoft Word file, (1) PDF and (2) 8.5" x 11" color copies of all draft regulatory agency permit applications and supporting documentation
- j. (1) Microsoft Word file, (1) PDF and (3) 8.5" x 11" color, wet signed copies of all final regulatory agency permit applications and supporting documentation
- k. (1) Microsoft Excel file and (2) 11" x 17" copies of the draft ECR
- l. (1) Microsoft Excel file and (2) 11" x 17" copies 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. (5) 24" x 36" bond copies and (1) PDF of the 65% plans
- b. (2) 8.5" x 11" bound copies and (1) PDF of the 65% specifications
- c. (5) 8.5" x 11" copies and (1) Microsoft Excel file of the 65% estimate
- d. (3) 8.5" x 11" wet signed and stamped copies and (1) PDF of the structural calculations
- e. (1) 8.5" x 11" bound copy and (1) PDF of the draft WQMP
- f. (1) PDF of CONSULTANT's response to comments on the 65% submittal package
- g. (5) 24" x 36" bond copies and (1) PDF of the 90% plans
- h. (2) 8.5" x 11" bound copies, and (1) PDF of the 90% specifications
- i. (5) 8.5" x 11" copies and (1) Microsoft Excel file of the 90% estimate
- j. (2) 8.5" x 11" wet signed and stamped copies and (1) PDF of the updated final design Hydraulic Study Report (if required) on a DVD or flash drive
- k. (2) 8.5" x 11" bound, wet signed and stamped copies and (1) PDF of the final WQMP on a DVD or flash drive
- l. (1) PDF of CONSULTANT's response to comments on the 90% submittal package
- m. (1) PDF on DVD or flash drive of CONSULTANT's final comment/response matrix
- n. (1) PDF on DVD or flash drive and (1) 24" x 36" set of wet signed and stamped 100% plans on Mylar media (matte finish)
- o. (1) PDF and (1) Microsoft Word file on DVD or flash drive and (1) 8.5" x 11" set of loose, wet signed and stamped 100% specifications package (including, but not limited to: bid schedule, specifications, special provisions, supplemental information, appendices, etc.)
- p. (1) Microsoft Excel file on DVD or flash drive of the 100% estimate

- q. (1) PDF on DVD or flash drive and (1) set of stamped quantity calculations to support the 100% engineer's estimate of probable construction cost
 - r. (1) PDF on DVD or flash drive and (1) set of stamped structural calculations to support the 100% Bridge design
 - s. (1) DVD or flash drive of 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 and (1) 8.5" x 11" color copy of all draft pre- and/or post-construction biological survey reports
- e. (1) PDF and (1) 8.5" x 11" color copy of all final pre- and/or post-construction biological survey reports
- f. (1) DVD or flash drive containing 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) hand-drafted, wet signed and stamped as-built set of record drawings using the originally signed Mylar plans

EXHIBIT B



moffatt & nichol

COST PROPOSAL FOR DAVENPORT DR. BRIDGE OVER WEATHERLY CHANNEL

(BR. No. 55C0259)

**PROJECT NO. BPMPL-5181(190)
CONTRACT NO. CC-1452**

NOVEMBER 25TH, 2020



Table of Contents

Moffatt & Nichol

- Exhibit 10-A
- Exhibit 10-H1
- Prevailing Wage Statement
- Exhibit 10-O2
- Fee Proposal
 - Executive Summary Fee Breakdown
 - Summary Labor and Fee Breakdown
 - Moffatt & Nichol Detailed Fee
 - GPA Consulting Detailed Fee
 - LIN Consulting, Inc. Detailed Fee
 - Earth Mechanics, Inc. Detailed Fee
 - Wagner Engineering & Survey, Inc. Detailed Fee

GPA Consulting

- Exhibit 10-H1
- Prevailing Wage Statement

LIN Consulting, Inc.

- Exhibit 10-H1
- Prevailing Wage Statement

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. BPMPL-5181(190)

Attention: Audit Manager, External Contracts-Local Agencies

Please check one: ☒ New Contract ☐ Amendment ☐ Other _____

A&E Contract No. CC-1452

Total Contract or Amended amount of \$ \$487,314.70

Prime Consultant Full Legal Name: Moffatt & Nichol

The Project Description is: Bridge No. 55C0259 Davenport Dr. Bridge over Weatherly 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	\$217,981.25	2	D2020-0624
GPA Consulting	\$200,720.33	2	L2018-0690
LIN Consulting, Inc.	\$40,260.68	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 JONATHAN CLAUDIO
Title SENIOR CIVIL ENGINEER

Signature Jonathan Claudio

Name of Local Agency and Department: CITY OF HUNTINGTON BEACH PUBLIC WORKS DEPARTMENT

Address: 2000 MAIN STREET, HUNTINGTON BEACH, CA 92648

Phone No.: (714) 374-5380

CALTRANS A&I FINANCIAL DOCUMENT REVIEW REQUIREMENTS FOR ARCHITECTURAL AND ENGINEERING (A&E) CONSULTANTS ON LOCAL GOVERNMENT AGENCY CONTRACTS					
<p>Requirements for total contract amount equal to or greater than \$150,000.</p> <p>Local Government Agency must provide the following:</p> <p>1) A&E Consultant Financial Document Review Request Letter (Exhibit 10-A) (a)</p> <p>2) Local Agency and Prime Consultant's Points of Contact</p>					
<p>Prime and all sub-consultants must provide the following documents based on their applicable category.</p>					<p>APPLICABLE ONLY IF NOT CATEGORY 1, 2, or 3</p>
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 (b) 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 (d)					✓
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 (f)					
Vacation/Sick Policy					
Bonus Policy					
Executive Compensation Analysis (ECA) (d)					
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://iq.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://iq.dot.ca.gov/resources/genrainmod.html>

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

☐ 2nd Tier Subconsultant

Date 11/25/2020

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal-In-Charge	Omar, Jaradat*	8	\$105.48	\$ 843.84
Project Manager	Miguel Carbuccia*	196	\$69.71	\$ 13,663.16
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 Weixia*	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	Ali 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 Karkautli	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

a) Subtotal Direct Labor	\$ 69,823.56	
b) Anticipated Salary Increases (see page 2 for clarification)	\$ -	
	c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 69,823.56

d) Fringe Benefits Rate:	55.98%	e) Total Fringe Benefits [(c) X (d)]	\$39,087.23
f) Overhead Rate:		g) Overhead [(c) x (f)]	\$0.00
h) General and Admin Rate:	124.03%	i) Gen. & Admin [(c) x (h)]	\$86,602.16
		j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$125,689.39

k) TOTAL FIXED PROFIT [(c) + (j)] x fixed fee %	\$19,551.30
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Description of Item	Quantity	Unit	Unit Cost	Total
I&R Equipment	1	LS	\$885.000	\$ 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

GPA Consulting	\$ 200,720.33
LIN Consulting, Inc.	\$ 40,260.68
Earth Mechanics, Inc.	\$ 15,292.09
Wagner Engineering & Survey, Inc.	\$ 13,060.35
m) TOTAL SUBCONSULTANTS' COSTS	\$ 269,333.45

TOTAL COSTS [(c)+(j)+(k)+(n)] \$ 487,314.70

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
\$ 69,823.56	1183	=	59.02245139	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	\$59.02	+	0.0%	=	\$59.02	Year 2 Avg Hourly Rate
Year 2	\$59.02	+	0.0%	=	\$59.02	Year 3 Avg Hourly Rate
Year 3	\$59.02	+	0.0%	=	\$59.02	Year 4 Avg Hourly Rate
Year 4	\$59.02	+	0.0%	=	\$59.02	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%	*	1183.0	=	591.5	Estimated Hours Year 1
Year 2	40.00%	*	1183.0	=	473.2	Estimated Hours Year 2
Year 3	5.00%	*	1183.0	=	59.2	Estimated Hours Year 3
Year 4	5.00%	*	1183.0	=	59.2	Estimated Hours Year 4
Year 5	0.00%	*	1183.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	1183.0	

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	\$59.02	*	592	=	34911.78	Estimated Hours Year 1
Year 2	\$59.02	*	473	=	\$27,929.42	Estimated Hours Year 2
Year 3	\$59.02	*	59	=	\$3,491.18	Estimated Hours Year 3
Year 4	\$59.02	*	59	=	\$3,491.18	Estimated Hours Year 4
Year 5	\$59.02	*	0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$69,823.56	
Direct Labor Subtotal before Escalation				=	\$69,823.56	
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 Davenport Dr Bridge over Weatherly Channel (BRIDGE No. 55C0259), Bridge Preventive Maintenance Project.

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



4225 E. Conant St.
Long Beach, CA 90808
(562) 590-6500
www.moffattnichol.com

August 11, 2020

Subject: Prevailing Wage Policy on Public Works Projects

To Whom it May Concern:

Moffatt & Nichol provides engineering design services; the labor classifications for our services are not subject to prevailing wage requirements.

Sincerely,
MOFFATT & NICHOL

Omar Jaradat, PhD, PE
Vice President
(657) 261-2650
ojaradat@moffattnichol.com

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. 55C0259 Davenport Dr. Bridge over Weatherly Channel
 4. Project Location: City of Huntington Beach, 0.3MI W/O Saybrook Ln
 5. Consultant's Name Moffatt & Nichol 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount \$487,314.70
 8 Total Dollar Amount for ALL Subconsultants \$269,333.45 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	\$200,720.33
LIN Consulting, Inc. - Traffic Control (Temporary Signals/Lighting)	CUCP 28897	William Sun, (909) 396-6850 wsun@linconsulting.com	\$40,260.68
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			\$269,333.45

Local Agency to Complete this Section


20. Local Agency Contract Number: _____
 21. Federal-Aid Project Number: _____
 22. Contract Execution Date: _____

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

23. Local Agency Representative's Signature _____ 24. Date _____
 25. Local Agency Representative's Name _____ 26. Phone _____
 27. Local Agency Representative's Title _____

14. TOTAL CLAIMED DBE PARTICIPATION 55%

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.


 15. Preparer's Signature _____ 16. Date 11/25/2020
 Omar Jaradat, PhD, PE
 17. Preparer's Name _____ 18. Phone (657) 261-2650
 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.



moffatt & nichol

GPA CONSULTING



Cost Proposal

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. BPMP-5181(190)Contract No. CC-1452Date 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	Mariela Schrader	72	\$64.90	\$4,672.80
Sr. Associate Environmental Planner	Erinn Silva *	168	\$57.69	\$9,691.92
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	26	\$48.08	\$1,250.08
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	232	\$31.73	\$7,361.36
Biologist	Hannah Hart	80	\$30.29	\$2,423.20

LABOR COSTS

a) Subtotal Direct Labor Costs

\$69,966.92

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

\$0.00

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

\$69,966.92

INDIRECT COSTS

d) Fringe Benefits

Rate: 43.76%

e) Total Fringe Benefits [(c) x (d)]

\$30,617.52

f) Overhead

Rate: 45.41%

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

\$31,771.98

h) General and Administrative

Rate: 53.26%

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

\$37,264.38

j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]**

\$99,653.88

FIXED FEEk) **TOTAL FIXED FEE [(c) + (j)] x fixed fee** 10%

\$16,962.08

l) 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:

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)]

\$200,720.33

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.

2. The cost proposal format shall not be amended. 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.

3. 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
\$69,966.92	1688	=	41.44959716	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	\$41.45	+	0.0%	=	\$41.45	Year 2 Avg Hourly Rate
Year 2	\$41.45	+	0.0%	=	\$41.45	Year 3 Avg Hourly Rate
Year 3	\$41.45	+	0.0%	=	\$41.45	Year 4 Avg Hourly Rate
Year 4	\$41.45	+	0.0%	=	\$41.45	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%	*	1688.0	=	844.0	Estimated Hours Year 1
Year 2	40.00%	*	1688.0	=	675.2	Estimated Hours Year 2
Year 3	5.00%	*	1688.0	=	84.4	Estimated Hours Year 3
Year 4	5.00%	*	1688.0	=	84.4	Estimated Hours Year 4
Year 5	0.00%	*	1688.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	1688.0	

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	\$41.45	*	844	=	34983.46	Estimated Hours Year 1
Year 2	\$41.45	*	675	=	\$27,986.77	Estimated Hours Year 2
Year 3	\$41.45	*	84	=	\$3,498.35	Estimated Hours Year 3
Year 4	\$41.45	*	84	=	\$3,498.35	Estimated Hours Year 4
Year 5	\$41.45	*	0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$69,966.92	
Direct Labor Subtotal before Escalation				=	\$69,966.92	
Estimated total of Direct Labor Salary				=	\$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:

Environmental Consulting Services for Davenport Dr Bridge over Weatherly Channel (BRIDGE No. 55C0259), 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).



August 10, 2020

RE: Prevailing Wage Policy:

GPA Consulting is not subject to prevailing wages.

Signed,

A handwritten signature in blue ink that reads "Andrea Galvin". The signature is written in a cursive, flowing style.

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 LIN Consulting, Inc.Project No. BPMPL-5181(190)Contract No. CC-1452Date 11/24/2020
☐ Prime Consultant
 ☒ Subconsultant
 ☐ 2nd Tier Subconsultant
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	76	\$72.00	\$5,472.00
Senior Civil Project Manager	Rey Galura	19	\$63.50	\$1,206.50
Assitant Project Manager	Kai-Yee (Benny) Yau	28	\$43.00	\$1,204.00
Traffic Project Engineer	Brian Cruz	150	\$29.00	\$4,350.00
Civil Project Engineer	Veethima Jongjitsamrit	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

\$15,943.50

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

\$0.00

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$15,943.50**INDIRECT COSTS**d) Fringe Benefits (Rate: 30.00%)

e) Total Fringe Benefits [(c) x (d)] \$4,783.05

f) Overhead (Rate: 43.00%)

g) Overhead [(c) x (f)] \$6,855.71

h) General and Administrative (Rate: 56.00%)

i) Gen & Admin [(c) x (h)] \$8,928.36

j) **Total Indirect Costs [(e) + (g) + (i)]** \$20,567.12**FIXED FEE**k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee** 10.00%

\$3,651.06

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:

Subconsultant 2:

Subconsultant 3:

Subconsultant 4:

m) **TOTAL SUBCONSULTANTS' COSTS** \$0.00n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS[(l) + (m)]** \$99.00**TOTAL COST [(c) + (j) + (k) + (n)]** \$40,260.68**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 Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$15,943.50	354	=	45.04	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	\$45.04	+	0.0%	=	\$45.04	Year 2 Avg Hourly Rate
Year 2	\$45.04	+	0.0%	=	\$45.04	Year 3 Avg Hourly Rate
Year 3	\$45.04	+	0.0%	=	\$45.04	Year 4 Avg Hourly Rate
Year 4	\$45.04	+	0.0%	=	\$45.04	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%	*	354.0	=	177.0	Estimated Hours Year 1
Year 2	40.00%	*	354.0	=	141.6	Estimated Hours Year 2
Year 3	5.00%	*	354.0	=	17.7	Estimated Hours Year 3
Year 4	5.00%	*	354.0	=	17.7	Estimated Hours Year 4
Year 5	0.00%	*	354.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	354.0	

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	\$45.04	*	177	=	7971.75	Estimated Hours Year 1
Year 2	\$45.04	*	142	=	\$6,377.40	Estimated Hours Year 2
Year 3	\$45.04	*	18	=	\$797.18	Estimated Hours Year 3
Year 4	\$45.04	*	18	=	\$797.18	Estimated Hours Year 4
Year 5	\$45.04	*	0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$15,943.50	
Direct Labor Subtotal before Escalation				=	\$15,943.50	
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:	<u>William Sun</u>	Title*:	<u>Vice President</u>
Signature:	<u></u>	Date of Certification (mm/dd/yyyy):	<u>11/24/2020</u>
Email:	<u>wsun@linconsulting.com</u>	Phone Number:	<u>(909) 396-6850</u>
Address:	<u>21660 Copley Drive, Suite 270, Diamond Bar, CA 91765</u>		

*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 Davenport Dr. Bridge over Weatherly Channel (BRIDGE NO. 55C0259), 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.



Cost Proposal

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. BPMP-5181(190)

A&E Contract No. CC-1452

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

\$4,870.00

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

\$0.00

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$4,870.00**INDIRECT COSTS**

d) Fringe Benefits

Rate: 79.45%

e) Total Fringe Benefits [(c) x (d)]

\$3,869.22

f) Overhead

Rate: 106.01%

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

\$5,162.69

h) General and Administrative

Rate: 0.00%

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

\$0.00

j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$9,031.90**FIXED FEE**k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee:**

10.00%

\$ 1,390.19

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

Description of Item	Quantity	Unit	Unit Cost	Total
Drilling Rig and CPT Rental			\$4,240.00	\$0.00
Well Permits			\$843.00	\$0.00
Traffic Control			\$2,459.00	\$0.00
Soil Cuttings Contaminants Testing			\$210.00	\$0.00
Soil Cuttings (Drums) Disposal			\$160.00	\$0.00

l) **TOTAL OTHER DIRECT COSTS** \$0.00**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Sub 1	\$0.00
Sub 2	\$0.00
Sub 3	\$0.00
Sub 4	\$0.00

m) **TOTAL SUBCONSULTANTS' COSTS** \$0.00n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** \$0.00**TOTAL COST [(c) + (j) + (k) + (n)]** \$15,292.09**NOTES:**

1. All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates should be based on consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. 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) 44155

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	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:	Lino Cheang, PE, GE	Title*:	Principal
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 Davenport Dr Bridge over Weatherly Channel (BRIDGE No. 55C0259), Bridge Preventive Maintenance Project.

541380 - Laboratory Testing for Davenport Dr Bridge over Weatherly Channel (BRIDGE No. 55C0259), 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.



Cost Proposal

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 SubconsultantConsultant Wagner Engineering & Survey, Inc.Project No. BPMPL-5181(190)Contract No. CC-1452Date 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: _____)

) 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 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
\$4,351.52	92	=	47.30	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$47.30	+	0.0%	=	\$47.30	Year 2 Avg Hourly Rate
Year 2	\$47.30	+	0.0%	=	\$47.30	Year 3 Avg Hourly Rate
Year 3	\$47.30	+	0.0%	=	\$47.30	Year 4 Avg Hourly Rate
Year 4	\$47.30	+	0.0%	=	\$47.30	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%	*	92.0	=	92.0	Estimated Hours Year 1
Year 2	0.00%	*	92.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	92.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	92.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	92.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	92.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$47.30	*	92	=	4351.52	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 Davenport Dr Bridge over Weatherly Channel (BRIDGE No. 55C0259), 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 blue ink that reads 'Paul A. Wagner'.

Paul A. Wagner, Sr. Vice President

April 25th, 2019



moffatt & nichol

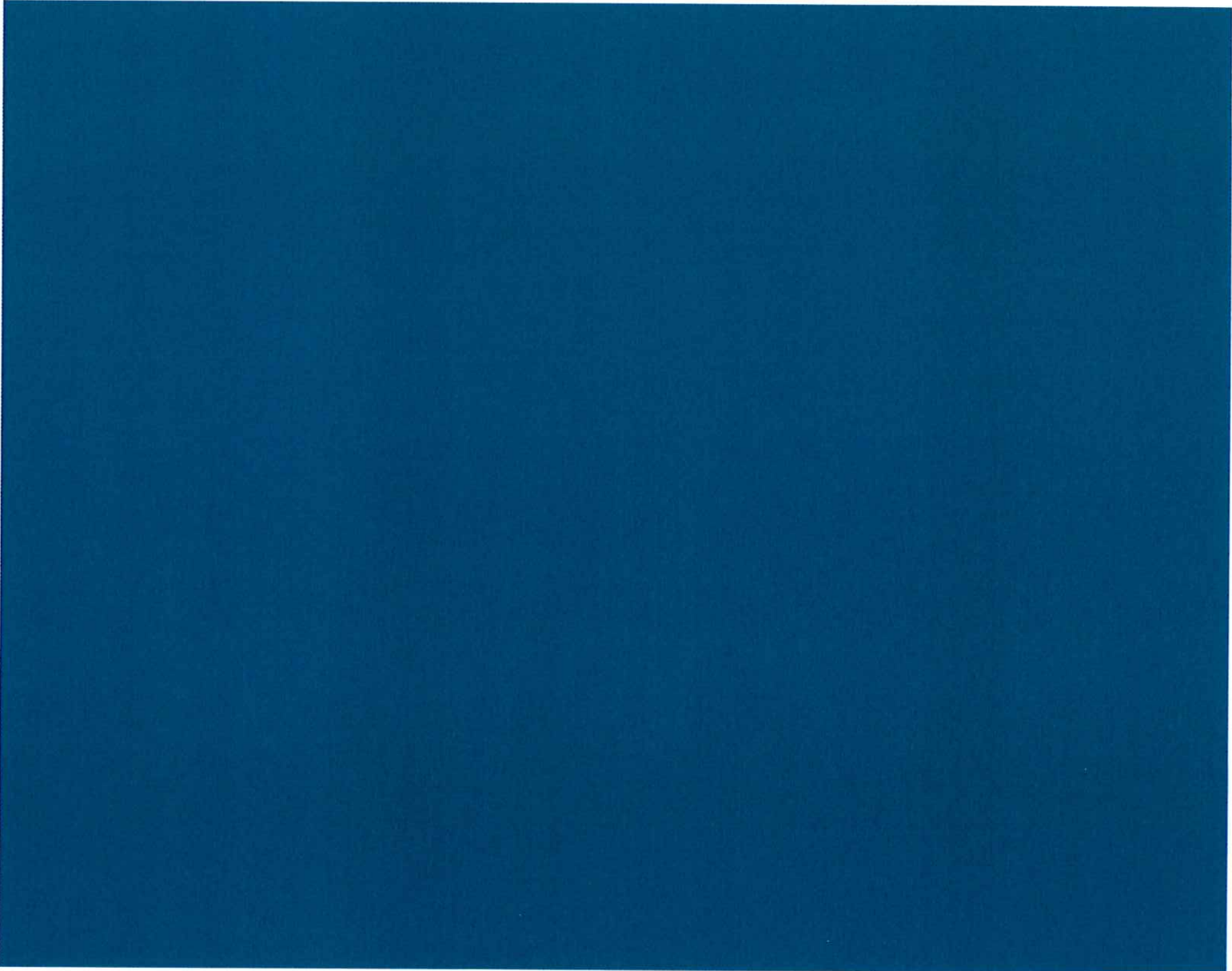
Contact:

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)

1/15/2021

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 Dealey, Renton & Associates License #0020739 600 Anton Boulevard, Suite 100 Costa Mesa CA 92626		CONTACT NAME: PHONE (A/C, No, Ext): 714-427-6810 FAX (A/C, No): 714-427-6818 E-MAIL ADDRESS: certificates@dealeyrenton.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Ace American Insurance Company	
		INSURER B: Transportation Insurance Company	
		INSURER C: National Union Fire Insurance Co PA	
		INSURER D: Continental Insurance Company	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2085135769 **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"/> BFPD XCU <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	11/22/2020	11/22/2021	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
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	6056712989 MICHAEL E. GATES CITY ATTORNEY CITY OF HUNTINGTON BEACH	11/22/2020	11/22/2021	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 EACH OCCURRENCE \$ AGGREGATE \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	WC19397907 WC19397906	11/22/2020 11/22/2020	11/22/2021 11/22/2021	<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
A	Professional Liability Claims Made			G25660225007	11/22/2020	11/22/2021	per claim \$1,000,000 annl aggr. \$1,000,000 Deductible \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Worker's Compensation extends to include Jones Act and USL&H.

Re: Project No. BPMPL-5181(190) Contract No. CC-1452 - Davenport Dr. Bridge over Weatherly Channel (BRIDGE No. 55C0259), Bridge Preventive Maintenance Project.

The City of Huntington Beach, its officers, agents, employees, and servants are named as additional insured as respects general liability as required per written contract or agreement.

CERTIFICATE HOLDER

CANCELLATION 30 Day Notice of Cancellation

City of Huntington Beach Attn: Jonathan Claudio, 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

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MOFFATT & NICHOL

Endorsement Effective Date: 11/22/2020

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.

Form No: CA 04 44 10 13

Endorsement Effective Date:

Endorsement No: 16; Page: 1 of 1

Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 6056712989

Policy Effective Date: 11/22/2020

Policy Page: 34 of 141

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****EXTENDED COVERAGE ENDORSEMENT – BA PLUS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM**I. LIABILITY COVERAGE****A. Who Is An Insured**

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; **provided that**,
 - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.

3. Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.

4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2.a.(2) and A.2.a.(4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is increased from \$2,000 to \$5,000, and
2. In **a.(4)**, the limit for the loss of earnings is increased from \$250 to \$500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE**A. Towing**

Section III, Paragraph A.2., is revised to include Light Trucks up to 10,000 pounds G.V.W.

B. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

C. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

D. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

E. Personal Property

The following is added to **Section III, Paragraph A.4.**

**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A.** in the performance of your ongoing operations subject to such **written contract**; or
 - B.** in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.
- II.** But if the **written contract** requires:
- A.** additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B.** additional insured coverage with "arising out of" language; or
 - C.** additional insured coverage to the greatest extent permissible by law;
- then paragraph **I.** above is deleted in its entirety and replaced by the following:
- WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A.** coverage broader than required by the **written contract**; or
 - B.** a higher limit of insurance than required by the **written contract**.
- IV.** The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A.** the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B.** any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V.** Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:



**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement****Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



Architects, Engineers and Surveyors General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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Architects, Engineers and Surveyors General Liability Extension Endorsement

1. ADDITIONAL INSUREDS

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A. through I.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

- (1) is currently in effect or becomes effective during the term of this **Coverage Part**; and
- (2) was executed prior to:
 - (a) the **bodily injury** or **property damage**; or
 - (b) the offense that caused the **personal and advertising injury**,
for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

- (1) a higher limit of insurance than required by such contract or agreement; or
- (2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A. through I.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

- 1. such person or organization's financial control of a **Named Insured**; or
- 2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Engineers, Architects or Surveyors Engaged By You

An architect, engineer or surveyor engaged by the **Named Insured**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

- a. in connection with the **Named Insured's** premises; or
- b. in the performance of the **Named Insured's** ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to **bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering of or failure to render any professional services by, on behalf of, or for the **Named Insured**, including but not limited to:

- 1. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. supervisory, inspection, architectural or engineering activities.

D. Lessor of Equipment



Architects, Engineers and Surveyors General Liability Extension Endorsement

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:
 - a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury or property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. ADDITIONAL INSURED – EXTENDED COVERAGE

When an additional insured is added by this or any other endorsement attached to this **Coverage Part, WHO IS AN INSURED** is amended to make the following natural persons **Insureds**.

If the additional insured is:

- a. An individual, then his or her **spouse** is an **Insured**;
- b. A partnership or joint venture, then its partners, members and their **spouses** are **Insureds**;
- c. A limited liability company, then its members and managers are **Insureds**; or
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds**;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations.

Please see the **ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES** provision of this endorsement for additional coverage and restrictions applicable to **spouses** of natural person **Insureds**.

4. BOATS

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to add the following additional exception to the exclusion entitled **Aircraft, Auto or Watercraft**:

This exclusion does not apply to:



Architects, Engineers and Surveyors General Liability Extension Endorsement

services performed for the **Named Insured** under the **Named Insured's** direct supervision. All limitations that apply to **employees** and **volunteer workers** also apply to anyone qualifying as an **Insured** under this Provision.

24. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

26. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

- 1. the **Named Insured's** ongoing operations; or
- 2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

- 1. is in effect or becomes effective during the term of this **Coverage Part**; and
- 2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the **claim**.

27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

- 1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor
- 2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

- B. Condition **4. Other Insurance** is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 11/22/2020

forms a part of Policy No. WC 019-39-7906

Issued to MOFFATT & NICHOL

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

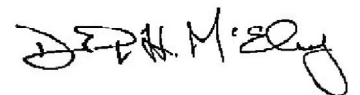
ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITION OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US. THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED:

1. PURSUANT TO THE WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY LAWS OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY; OR,
2. BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT.

This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A. 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.



BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 11/22/2020 forms a part of Policy No. WC 019-39-7907

Issued to MOFFATT & NICHOL

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

WC 04 03 61
(Ed. 11/90)

Countersigned by _____

Authorized Representative