



City Council Staff Report

Date: January 18, 2012

CONSENT CALENDAR

Subject: APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH CNS ENGINEERS, INC., FOR THE RAMON ROAD WIDENING (SAN LUIS REY DR. TO LANDAU BLVD.) INCLUDING THE WHITEWATER RIVER BRIDGE WIDENING, CITY PROJECT NO. 08-25, FEDERAL-AID PROJECT NO. BHLS-5282 (040)

From: David H. Ready, City Manager

Initiated by: Public Works and Engineering Department

SUMMARY

The Public Works & Engineering Department pursued federal funding from the state of California Department of Transportation ("Caltrans") through its Highway Bridge Program ("HBP") to widen the existing Ramon Road bridge across the Whitewater River. Caltrans approved the City's federal grant request, and awarded the City federal funding to initiate the preliminary environmental phase for this project. The proposed professional services agreement with CNS Engineers, Inc., will allow staff to proceed with this phase of the project.

RECOMMENDATION:

- 1) Determine that, due to experience and expertise demonstrated in prior contracts with the City, CNS Engineers, Inc., is uniquely qualified for the Ramon Road Widening (San Luis Rey Dr. to Landau Blvd.) including the Whitewater River Bridge Widening, (City Project 08-25), Federal Aid Project No. BHLS-5282 (040), that makes the application of all requirements of competitive sealed proposals contrary to the public interest; and
- 2) Approve Agreement No. _____ with CNS Engineers, Inc., in the amount of \$1,159,990.31 for environmental and civil engineering design services related to the Ramon Road Widening (San Luis Rey Dr. to Landau Blvd.) including the Whitewater River Bridge Widening, (City Project 08-25), Federal Aid Project No. BHLS-5282 (040); and
- 3) Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

On January 30, 2008, the City of Palm Springs, the City of Cathedral City, and the Agua Caliente Band of Cahuilla Indians submitted a letter to CVAG requesting funding of a Project Study Report (PSR) to identify the project details and overall scope for the widening of Ramon Road to its full 6-lane width, extending from San Luis Rey Drive to Landau Boulevard, including widening of the existing bridge over the Whitewater River.

On May 9, 2009, the City Council awarded a professional services agreement to CNS Engineers, Inc., to prepare the PSR for the City (see attached staff report). CNS subsequently completed the PSR resulting in a funding package requesting over \$25 Million in federal Highway Bridge Program (“HBP”) funds for widening the Ramon Road bridge and adjacent bridge approaches. The existing Ramon Road bridge is eligible for funding under the HBP, which is administered by Caltrans. The HBP federal funds cover 88.53% of eligible project costs, requiring an 11.47% local match.

On April 28, 2010, Caltrans representatives advised the City that the funding request was approved, and that the project would be programmed as part of the HBP in 2011.

Total project costs are estimated as follows:

Year	Phase	HBP Funding	Local Funding	Totals
2010/2011	Prelim. Engineering (PE)	\$2,453,000	\$915,000	\$3,368,000
2014/2015	Right of Way (RW)	\$1,030,000	\$1,736,000	\$2,766,000
2017/2018	Construction (CON)	\$21,753,000	\$8,111,000	\$29,864,000
	Totals	\$25,236,000	\$10,762,000	\$35,998,000

Pursuant to a funding agreement with CVAG and Cathedral City, the local funding amounts will be funded by CVAG with 75% Regional Measure A funds with the remaining 25% equally split between Palm Springs and Cathedral City. This reduces the City’s responsibility of the \$36 Million total project cost to approximately \$1.35 Million to be funded with Local Measure A funds.

This project requires the services of a professional firm to provide environmental and civil engineering design services. Normally, staff would prepare a new Request for Proposals (RFP) for environmental and civil engineering design services to solicit consultants for this project. However, as indicated in the May 6, 2009, City Council staff report, staff previously issued a RFP to solicit consultants for preparation of the PSR for this project. It is staff’s determination that CNS Engineers, Inc., is the most qualified firm to provide the environmental and civil engineering design services for the next phase of this project.

The City's Procurement Ordinance (Title 7 of the Palm Springs Municipal Code) governs our consultant selection process. Chapter 7.04.030 "Special expertise procurement" states:

A contract may be awarded without competition when it is determined that an unusual or unique situation exists, in that due to experience and expertise demonstrated in prior contracts with the city a particular contractor is uniquely qualified for a particular task, that makes the application of all requirements of competitive sealed bidding or competitive sealed proposals contrary to the public interest. Any special procurement under this section shall be made with such competition as is particular under the circumstances. (Ord. 1605§1 (part). 2002)

In this case, it is staff's recommendation that Council determine CNS Engineers has special experience and expertise specific to this project. Specifically, CNS Engineers has previously completed right of way research and base mapping; topographic and aerial survey; utility research; preparation of Geometric Approval Drawings ("GADs"); preparation of a Project Study Report ("PSR") (equivalent) including a bridge Advance Planning Study ("APS"); preparation of Preliminary Environmental Study (PES); preparation of Preliminary Area of Potential Effect (APE) map; and preparation and submittal to Caltrans of a HBP funding application for the project. Given their prior experience specific to this project, Council may determine CNS Engineers is uniquely qualified to provide all of the services required for the Preliminary Engineering ("PE") Phase due to their experience and expertise demonstrated under their prior agreement with the City for the PSR Phase of the project.

Staff submitted a Request for Approval of Cost-Effectiveness/Public Interest Finding to Caltrans. The request identified the reasons cited in this staff report for waiving the competitive consultant selection process for the PE Phase of this project. As the federal lead agency for this project, Caltrans was required to review the Public Interest Finding, and after considering the reasons stated, approved the City's request. A copy of the approved Public Interest Finding is attached to this staff report.

Local Business Preference Compliance

Section 7.09.030 of the Palm Springs Municipal Code, "Local Business Preference Program," requires consultants to use good faith efforts to solicit applications for employment and proposals for sub-consultants for work associated with the proposed contract from local residents and firms as opportunities occur and hire qualified local residents and firms whenever feasible. However, in accordance with the exceptions in the Code, given the federal funding associated with this project local preferences are not allowed, and the provisions of the City's Local Business Preference Program cannot be included in any solicitation associated with this project.

However, CNS Engineers made a conscious effort to include local participation in this contract, and has identified the following four sub-consultants to perform work on this contract:

Terra Nova Planning & Research, Inc.; Palm Desert, CA
MSA Consulting, Inc.; Rancho Mirage, CA
Overland, Pacific & Cutler, Inc.; Palm Desert, CA
TKD Associates, Inc.; Rancho Mirage, CA

Approximately 47.5% of the contract amount represents the total fees to be paid to these local businesses as part of this contract.

Nondiscrimination provisions apply to all programs and activities of federal-aid recipients, sub-recipients, and contractors, regardless of tier (49 Code of Federal Regulations (CFR), Part 21). Pursuant to the federal regulations, Disadvantaged Business Enterprise (DBE) requirements must be satisfied with this project. A DBE goal of 2.40% was established for this contract. CNS Engineers is itself a certified DBE firm, and will be reporting the value of their work performed on this contract as 32% of the contract amount.

FISCAL IMPACT:

The City has obtained \$1,200,732 in federal funds for the initial environmental phase of this project. The City has also entered into a funding agreement with CVAG to fund 75% of the \$449,268 local match, with the remaining 25% equally split between Palm Springs and Cathedral City.

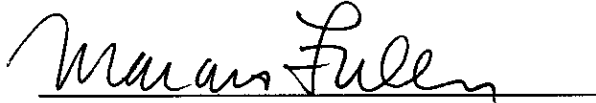
The originally proposed contract fee was \$1,245,072.01. However, staff reviewed the consultant's proposed fees and compared them to related items of work on a similar contract being awarded by separate action (the Vista Chino Bridge – City Project 10-10) and negotiated a reduction of \$85,081.71 ($\pm 7\%$) to the fee. The proposed contract fee of \$1,159,990.31 will be funded with federal HBP funding, Regional Measure A funding, and Local Measure A funding, as follows:

Account 261-4491-50245: \$844,144.20
Account 134-4497-50245: \$236,884.58
Account 134-4498-50298: \$78,961.53

No local miscellaneous general funds are required for this contract.

SUBMITTED:

Prepared by:



Marcus L. Fuller
Assistant Director of Public Works

Recommended by:

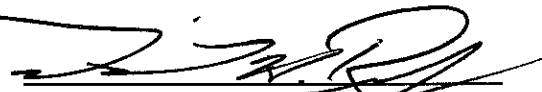


David J. Barakian
Director of Public Works/City Engineer

Approved by:



Thomas J. Wilson, Asst. City Manager



David H. Ready, City Manager

ATTACHMENTS:

1. May 6, 2009, City Council staff report
2. Caltrans Request for Approval of Cost-Effectiveness/Public Interest Finding
3. Agreement



City Council Staff Report

Date: May 6, 2009

CONSENT CALENDAR

Subject: AWARD PROFESSIONAL SERVICES AGREEMENT TO CNS ENGINEERS, INC., FOR CIVIL ENGINEERING DESIGN SERVICES FOR THE RAMON ROAD WIDENING, SAN LUIS REY DRIVE TO LANDAU BOULEVARD, CITY PROJECT NO. 08-25

From: David H. Ready, City Manager

Initiated by: Public Works and Engineering Department

SUMMARY

The City, Cathedral City, and CVAG have coordinated on a new Regional Measure A project to widen Ramon Road to its full 6-lane width, extending from San Luis Rey Drive to Landau Boulevard, including widening of the existing bridge over the Whitewater River. Palm Springs will be the lead agency on this project. The first step in this project is to retain professional civil engineering design services to prepare a Project Study Report for the project.

RECOMMENDATION:

- 1) Approve Agreement No. _____ in the amount of \$99,805.99 with CNS Engineers, Inc., for professional civil engineering design services for the Ramon Road Widening, San Luis Rey Drive to Landau Boulevard, City Project No. 08-25; and
- 2) Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

On January 30, 2008, the City of Palm Springs, the City of Cathedral City, and the Agua Caliente Band of Cahuilla Indians submitted a letter to CVAG requesting funding of a Project Study Report (PSR) to identify the project details and overall scope for the widening of Ramon Road to its full 6-lane width, extending from San Luis Rey Drive to Landau Boulevard, including widening of the existing bridge over the Whitewater River. Since the project is listed in the 2005 Transportation Project Prioritization Study (TPPS),

ITEM NO. 2.G.

as billable project number B0059 and is listed as a backbone project, the CVAG Executive Committee agreed to provide 75% funding of an estimated \$100,000 PSR at their meeting of June 30, 2008. On November 5, 2008, Council approved a reimbursement agreement with CVAG for this project. The City and Cathedral City have subsequently agreed to equally split the 25% local Measure A share for this phase of the project.

The existing Ramon Road bridge over the Whitewater River was recently inspected by the California Department of Transportation ("Caltrans") on November 6, 2007. As a result of Caltrans' inspection, the bridge was determined to be "Structurally Deficient" with a sufficiency rating of 68.4. It is important to note that the term "Structurally Deficient" in no way means that the structure itself is at imminent risk of collapse or represents a risk to public health and safety. The Federal Highway Administration ("FHWA") uses the "Sufficiency Rating" (SR) and a status flag indicating whether a bridge is Structurally Deficient ("SD") or Functionally Obsolete ("FO") to establish eligibility for federal funding under the Highway Bridge Program ("HBP"). Bridges that are SD or FO and the $SR \leq 80$ are considered deficient by FHWA and are compiled into an "Eligible Bridge List" (EBL). This list is used to calculate the State's annual HBP apportionment and for determining eligibility for traditional replacement and rehabilitation projects under the HBP.

Whether or not a bridge is considered SD is based on an evaluation of several factors of the bridge's structure during the Caltrans bi-annual inspection. Identifying bridges as SD or FO creates a process to categorize those bridges requiring maintenance beyond standard routine maintenance, allowing the bridge rehabilitation costs to be eligible for federal funding. Given the criteria for the Ramon Road bridge defined by the Caltrans Bridge Inspection Report, rehabilitating and widening this bridge is eligible under the HBP.

The PSR to be prepared for this project will be the preliminary step to a regionally significant capital improvement project, and will also include preparation of an application for the federal HBP grant that will cover 88.53% of the costs of rehabilitating and widening the Ramon Road bridge.

On January 21, 2009, the City Council approved the release of the Request for Proposals #10-09 ("RFP"), Professional Civil Engineering Design Services for the Ramon Road Widening, San Luis Rey Drive to Landau Boulevard, City Project No. 08-25. The RFP was approved without any mandatory requirement for Local Business Preference (prior to the Council's adoption of Ordinance No. 1756), given the technical nature of the scope of work, and it was subsequently released on January 27, 2009.

At 2:00 PM on Friday, February 27, 2009, proposals from the following firms were submitted:

1. Athalye Consulting Engineering Services, Inc.; Lake Forest, CA

2. CNS Engineers, Inc.; Riverside, CA
3. DMC Design Group, Inc.; Corona, CA
4. Dokken Engineering; San Diego, CA
5. GeoTek, Inc.; Riverside, CA
6. Nolte Associates, Inc.; San Diego, CA
7. PacRim Engineering; Anaheim, CA
8. RBF Consulting; Palm Desert, CA
9. Rick Engineering Company; Lake Forest, CA
10. T.Y. Lin International; Riverside, CA
11. WEC Corporation; Palm Desert, CA

An evaluation panel consisting of David Barakian, Public Works Director/City Engineer; Bill Bayne (Cathedral City, City Engineer); Marcus Fuller, Asst. Dir. Public Works; Bill Clapper (Cathedral City staff consulting engineer); and George Farago, Associate Civil Engineer, reviewed the proposals received. Following review of proposals received, the evaluation panel determined two top-ranked firms (CNS Engineers, Inc., and T.Y. Lin International). Formal interviews with the top-ranked firms were conducted on April 13, 2009, and the evaluation panel determined CNS Engineers, Inc., to be the most qualified firm.

Although compliance with the Local Business Preference Program was not mandatory with this RFP, CNS Engineers, Inc., was aware of the Program, and included several local firms as sub-consultants to their team: MSA Consulting (Rancho Mirage), Terra Nova Planning & Research (Palm Springs), Overland Pacific & Cutler (Palm Desert), and TKD Associates, Inc. (Rancho Mirage).

Staff recommends that the City Council approve the attached professional services agreement with CNS Engineers, Inc.

FISCAL IMPACT:

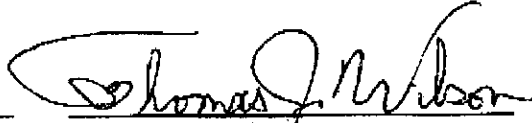
The Project Study Report for this project is being funded with 75% Regional Measure A funds and 25% Local Measure A funds. On November 5, 2008, the City Council previously approved a Reimbursement Agreement with CVAG to cover 75% of the costs of the Project Study Report (up to \$100,000 total cost / \$75,000 CVAG share). The 25% local share will be equally split between the cities of Palm Springs and Cathedral City pursuant to a separate reimbursement agreement between the two cities.

Funding for 75% of the total cost of this agreement (\$74,854.49) will be provided by Regional Measure A funds in account 134-4497-50245 (Ramon Widening Study), and 25% of the total cost of this agreement (\$24,951.51) provided by Local Measure A funds in account 134-4498-50245 (Ramon Widening Study). The City will seek reimbursement from Cathedral City for 50% of the Local Measure A funds pursuant to the reimbursement agreement. No General Funds are required for this project.

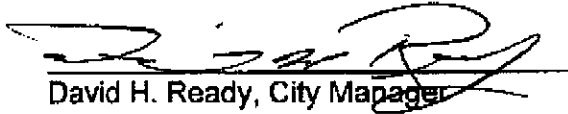
SUBMITTED:



David J. Barakian
Director of Public Works/City Engineer



Thomas J. Wilson
Assistant City Manager



David H. Ready, City Manager

ATTACHMENTS:

1. Agreements

Request for Approval of Cost-Effectiveness/Public Interest Finding

U.S DEPARTMENT OF TRANSPORTATION		FEDERAL HIGHWAY ADMINISTRATION		CALIFORNIA DEPARTMENT OF TRANSPORTATION	
REQUEST FOR APPROVAL OF COST-EFFECTIVENESS/PUBLIC INTEREST FINDING					
COST-EFFECTIVENESS DETERMINATION REQUIRED			PUBLIC INTEREST DETERMINATION REQUIRED		
<input type="checkbox"/> Use of force account (day labor) (23 CFR 635.201)* <input type="checkbox"/> Use of publicly owned equipment (23 CFR 635.106) <input type="checkbox"/> Other: _____			<input checked="" type="checkbox"/> Use of non-competitive negotiated consultant contracts (23 CFR 172.5)* <input type="checkbox"/> Use of publicly furnished materials (23 CFR 635.407) <input type="checkbox"/> Use of proprietary products and processes (23 CFR 635.411) <input type="checkbox"/> Use of contracting method other than competitive bidding (23 CFR 635.104/204)* <input type="checkbox"/> Use of mandatory borrow/disposal sites (23 CFR 635.407) <input type="checkbox"/> Advertising period less than 3 weeks (23 CFR 635.112)* <input type="checkbox"/> Waiver of Buy America Requirements (23 CFR 635.410)** <input type="checkbox"/> Other: _____		
FEDERAL-AID PROJECT		CLASS OF FEDERAL FUNDS: <input type="checkbox"/> IM <input type="checkbox"/> NH <input type="checkbox"/> STP <input checked="" type="checkbox"/> OTHER: HBP			
BHLS-5282(040)		STEWARDSHIP: <input type="checkbox"/> DELEGATED <input type="checkbox"/> HIGH PROFILE			
EA	DIST-CO-RTE-PM	ESTIMATED COST	FEDERAL FUNDS		
08-925238	08-RIV-0-PSP	\$3,368,000 (PE)	\$2,453,166		
GENERAL LOCATION		GENERAL DESCRIPTION OF WORK:			
On Ramon Road at the Whitewater River from San Luis Rey Dr. to Landau Blvd. in the City of Palm Springs and City of Cathedral City, Coachella Valley		Widening of Ramon Road between San Luis Rey Drive and Landau Blvd. from 4-LN to 6-LN (3-LNS in each direction) , including the widening of the Whitewater River Bridge (Bridge No. 56C0287)			
REASONS THAT REQUESTED APPROVAL IS CONSIDERED TO BE COST-EFFECTIVE OR IN THE PUBLIC'S BEST INTEREST (STATE):					
<p>The City of Palm Springs followed a competitive One-Step RFP consultant selection process for the Project Study Phase of the project in 2009. The scope of work of the Project Study Phase was limited to developing Geometric Approval Drawings ("GADs"), a Project Study Report ("PSR") (equivalent) including a bridge Advance Planning Study ("APS"), and preparation and submittal to Caltrans of a HBP funding application for the project. The PSR Phase of the project was entirely funded with local funds as no federal funds had been programmed, nor federal authorization (E-76) was issued.</p> <p>The RFP was released on January 25, 2009. The City received 11 proposals from Athalye Consulting Engineering Services, Inc., CNS Engineers, Inc., DMC Design Group, Inc., Dokken Engineering, GeoTek, Inc., Nolte Associates, Inc., PacRim Engineering, RBF Consulting, Rick Engineering Company, T.Y. Lin International and WEC Corporation on February 27, 2009.</p> <p>An evaluation panel consisting of David Barakian, Public Works Director/City Engineer; Bill Bayne (Cathedral City, City Engineer); Marcus Fuller, Asst. Director of Public Works/Asst. City Engineer; Bill Clapper (Cathedral City staff consulting engineer); and George Farago, Associate Civil Engineer, reviewed the proposals received. Following review of proposals received, the evaluation panel determined two top-ranked firms (CNS Engineers, Inc., and T.Y. Lin International). Formal interviews with the top-ranked firms were conducted on April 13, 2009, and the evaluation panel determined CNS Engineers, Inc., to be the most qualified firm based on specialty training, experience and competency to perform the special services. CNS Engineers possessed the skill, experience, ability, background, certification and knowledge to provide the services described.</p> <p>CNS Engineers, Inc. completed the PSR (equivalent) and the HBP Funding Application, and worked with Caltrans District 8 Local Assistance office to successfully obtain and program the HBP funds for the project. In addition to extensive knowledge on Caltrans funding and project approval procedures, CNS Engineers demonstrated their thorough awareness of the project-specific issues surrounding the design, environmental clearance and construction of the project during the course of the PSR development phase.</p> <p>In the solicitation of a consultant for the PSR Phase of this project, the City acknowledged the following: <i>"It shall be understood that upon programming of Federal funding under the HBP for this project, a new solicitation for professional services to provide environmental and civil engineering design services for this project will be required pursuant to Caltrans procedures. The future phases of this project will occur under a separate contract."</i> </p>					

This acknowledge was disclosed due to the fact that the City's original solicitation did not include the Disadvantaged Business Enterprise ("DBE") requirements given that the PSR Phase of the project was locally funded, and that awarding an agreement for services that are federally funded must include provisions related to the DBE program. As it turns out, the City's selection of CNS Engineers satisfies the DBE program, in that, CNS Engineers is currently certified as a DBE/UDBE firm (PUC Firm No. 33395). Therefore, as a prime consultant, CNS Engineers exceeds any contract DBE/UDBE goal that may be specified for this project.

The City has been very satisfied with the work CNS Engineers has completed under its agreement with the City for the PSR Phase of the project. Given CNS Engineers' experience with this project and their UDBE status, the City would entertain negotiating an amendment to the City's agreement with CNS Engineers to provide PE Phase services for this project as authorized by Caltrans on June 7, 2011. The amendment to the agreement would incorporate all required federal contract provisions, including DBE regulations.

The City's Procurement Ordinance (Title 7 of the Palm Springs Municipal Code) governs our consultant selection process. Chapter 7.04.030 "Special expertise procurement" states:

"A contract may be awarded without competition when it is determined that an unusual or unique situation exists, in that due to experience and expertise demonstrated in prior contracts with the city a particular contractor is uniquely qualified for a particular task, that makes the application of all requirements of competitive sealed bidding or competitive sealed proposals contrary to the public interest. Any special procurement under this section shall be made with such competition as is particular under the circumstances. (Ord. 1605 § 1 (part). 2002)"

In this case, the City could determine that CNS Engineers has special experience and expertise specific to this project. In that, CNS Engineers has previously completed right of way research & base mapping; topographic & aerial survey; utility research; preparation of Geometric Approval Drawings ("GADs"); preparation of a Project Study Report ("PSR") (equivalent) including a bridge Advance Planning Study ("APS"); preparation of Preliminary Environmental Study (PES); preparation of Preliminary Area of Potential Effect (APE) map; and preparation and submittal to Caltrans of a HBP funding application for the project. The City would identify these facts as the basis for determining CNS Engineers' uniquely qualified to provide all of the services required by the PE Phase (PA/ED and PS&E services) due to their experience and expertise demonstrated under their current agreement with the City for the PSR Phase of the project. The City finds the continuation of CNS Engineers for the proposed project is in the best public interest of the City of Palm Springs.

Therefore, the City requests approval of Caltrans District 8 Local Assistance to allow the City to forgo a new consultant selection process for PE Phase services related to this project, and to negotiate an amendment to the current agreement with CNS Engineers for PE Phase services authorized by Caltrans on June 7, 2011.

Approval of this Public Interest Finding is estimated to reduce the schedule for project delivery by approximately 9 months. This time savings is determined as the normal schedule from preparation of a Request for Proposals ("RFP") to execution of a consultant services agreement with the selected firm. Intermediate steps include: Issue RFP (3 months), Receive & Review Proposals (1 month), Rank Proposals (1 week), Schedule & Interview Firms (3 weeks), Review Selected Firm's Scope & Fee (1 week), Negotiate Scope & Fee (3 weeks), Finalize Consultant Services Agreement (2 months), Schedule & Award Agreement by City Council (1 month). Approval of this Public Interest Finding is estimated to save \$50,000 to \$100,000 to the cost of this project. All of the preliminary work completed by CNS Engineers (i.e. topo survey, basemap drawings, GAD, right of way and utility research, etc.) is of significant value. Although this work product has been provided to the City and would be made available to a new consultant, it is expected that another consultant would include a cost in its proposal to review and confirm this preliminary work completed by a prior consultant, and might assign a cost of \$50,000 to check the preliminary work previously completed; and could also assume new topo survey is required which would add another \$50,000 cost to the contract.

REMARKS (STATE):

Conferred with DLA from 9/20-9/26/2011

PREPARED/APPROVED BY LOCAL AGENCY'S REPRESENTATIVE <i>Marcus Fuller</i>	REPRESENTATIVE NAME AND TITLE: Marcus Fuller, Asst City Engineer	Date: 9/19/11
*APPROVED BY DISTRICT LOCAL ASSISTANCE ENGINEER (DLAE) <i>S. Y. Z. for Savot Khamphou</i>	DLAE NAME: Savot Khamphou	Date: 9/29/11
**APPROVED BY FHWA (Buy America Waiver only)	FHWA REPRESENTATIVE NAME:	Date:

Distribution: 1) Local Agency File -Original 2) DLAE -Copy 3) Caltrans Project Manager -Copy if on the SHS

**CITY OF PALM SPRINGS
PROFESSIONAL SERVICES AGREEMENT
RAMON ROAD WIDENING – SAN LUIS REY DR. TO LANDAU BLVD.
INCLUDING WHITEWATER RIVER BRIDGE WIDENING
CITY PROJECT NO. 08-25
FEDERAL AID PROJECT NO. BHLS 5282 (040)**

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this ____ day of _____, 20__, by and between the CITY OF PALM SPRINGS, a California charter city and municipal corporation, (hereinafter referred to as "City") and CNS Engineers, Inc., a California corporation, (hereinafter referred to as "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

- A. City has determined that there is a need for professional services to complete the Project Approval/Environmental Document ("PA/ED") phase for the Ramon Road Widening (San Luis Rey Drive to Landau Boulevard, including the Whitewater River Bridge Widening), City Project No. 08-25, Federal Aid Project No. BHLS 5282 (040), (hereinafter the "Project").
- B. Consultant has submitted to City a proposal to provide professional services to City to complete the Project Approval/Environmental Document ("PA/ED") phase for the Project pursuant to the terms of this Agreement.
- C. Consultant is qualified by virtue of its experience, training, education, reputation, and expertise to provide these services and has agreed to provide such services as provided herein.
- D. City desires to retain Consultant to provide such professional services.

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant agrees to perform the professional services set forth in the Scope of Services described in Exhibit "A," which is attached hereto and is incorporated herein by reference (hereinafter referred to as the "Services" or "Work"). As a material inducement to the City entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and professional services and that Consultant is experienced in performing the Work and Services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the Work and Services required hereunder. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized as high quality among well-qualified and experienced professionals performing similar work under similar circumstances.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement and the supplemental "Special Requirements" identified on Exhibit "B"; and (2) the Scope of Services, which shall all be referred to collectively hereinafter as the "Contract Documents." All provisions of the Scope of Services shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the provisions of the Scope of Services (Exhibit "A"); and, (2nd) the terms of this Agreement and the supplemental "Special Requirements" identified on Exhibit "B".

1.3 Compliance with Law. Consultant warrants that all Services rendered hereunder shall be performed in accordance with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder.

1.4 Licenses, Permits, Fees and Assessments. Consultant represents and warrants to City that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, qualification, or approval that is legally required for Consultant to perform the Work and Services under this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the Work and Services required by this Agreement, and shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes penalties, or interest levied, assessed, or imposed against City hereunder.

1.5 Familiarity with Work. By executing this Agreement, Consultant warrants that Consultant (a) has thoroughly investigated and considered the Scope of Services to be performed, (b) has carefully considered how the Services should be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

1.6 Care of Work. Consultant shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Work by the City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties. Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree

to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

1.8 Additional Services. City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from such Work. No such extra work may be undertaken unless a written order is first given by the City to the Consultant, incorporating therein any adjustment in (i) the Maximum Contract Amount, as defined below, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to twenty-five percent (25%) of the Maximum Contract Amount or \$25,000, whichever is less, or in the time to perform of up to thirty (30) days, may be approved by the City Manager, or his designee, as may be needed to perform any extra work. Any greater increases, occurring either separately or cumulatively, must be approved by the Palm Springs City Council. It is expressly understood by Consultant that the provisions of this section shall not apply to the services specifically set forth in the Scope of Services or reasonably contemplated therein, regardless of whether the time or materials required to complete any work or service identified in the Scope of Services exceeds any time or material amounts or estimates provided therein.

1.9 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions in Exhibit "B" shall govern.

2.0 COMPENSATION

2.1 Maximum Contract Amount. For the Services rendered pursuant to this Agreement, Consultant shall be compensated by City in accordance with the Schedule of Compensation, which is attached hereto as Exhibit "C" and is incorporated herein by reference, but not exceeding the maximum contract amount of One Million One Hundred Fifty-Nine Thousand Nine Hundred Ninety Dollars and Thirty-One Cents, (\$1,159,990.31) (hereinafter referred to as the "Maximum Contract Amount"), except as may be provided pursuant to Section 1.8 above. The method of compensation shall be as set forth in Exhibit "C." Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation. The Maximum Contract Amount shall include the attendance of Consultant at all Project meetings reasonably deemed necessary by the City. Consultant shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. Consultant hereby acknowledges that it accepts the risk that the services identified in the Scope of Services may be more costly and/or time-consuming than Consultant anticipates, that Consultant shall not be entitled to additional compensation therefore, and that the provisions of Section 1.8 shall not be applicable to the services identified in the Scope of Services. The maximum amount of city's payment obligation under this section is the amount specified herein. If the City's maximum payment obligation is reached before the Consultant's Services under this Agreement are completed, consultant shall nevertheless complete the

Work without liability on the City's part for further payment beyond the Maximum Contract Amount.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation (Exhibit "C"), in any month in which Consultant wishes to receive payment, no later than the tenth (10) working day of such month, Consultant shall submit to the City, in a form approved by the City's Finance Director, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the services performed by Consultant and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. City shall use reasonable efforts to make payments to Consultant within forty-five (45) days after receipt of the invoice or a soon thereafter as is reasonably practical. There shall be a maximum of one payment per month.

2.3 Changes in Scope. In the event any change or changes in the Scope of Services is requested by the City, the Parties shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional professional fees. An amendment may be entered into: (a) to provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work; and/or (b) to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Consultant's profession.

2.4 Appropriations. This Agreement is subject to and contingent upon funds being appropriated therefore by the Palm Springs City Council for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the City.

3. SCHEDULE OF PERFORMANCE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the services to be performed by Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the Work of this Agreement according to the agreed upon Schedule of Performance (Exhibit "D").

3.2 Schedule of Performance. Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the Schedule of Performance, which is attached hereto as Exhibit "D" and is incorporated herein by reference. When requested by Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer, but such extensions shall not exceed one hundred eighty (180) days cumulatively; however, the City shall not be obligated to grant such an extension.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant (financial inability excepted), including, but not limited to, acts of

God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Consultant, within ten (10) days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this section.

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and continue in full force and effect until completion of the Services but not exceeding three (3) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D") and pursuant to Section 3.2 above, unless extended by mutual written agreement of the Parties.

4. COORDINATION OF WORK

4.1 Representative of Consultant. The following principal of Consultant is hereby designated as being the principal and representative of Consultant authorized to act in its behalf with respect to the Services to be performed under this Agreement and make all decisions in connection therewith: James Lu, P.E., S.E. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services performed hereunder. The foregoing principal may not be changed by Consultant without prior written approval of the Contract Officer.

4.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Manager of City, and is subject to change by the City Manager. It shall be the Consultant's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Services, and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Consultant shall not contract with any other entity to perform the Services required under this Agreement without the prior written consent of City. If Consultant is permitted to subcontract any part of this Agreement by City, Consultant shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed.

Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work will be considered employees of Consultant. City will deal directly with and will make all payments to Consultant. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant from any liability hereunder without the express written consent of City.

4.4 Independent Contractor.

A. The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Consultant a City employee. During the performance of this Agreement, Consultant and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of its officers, employees, or agents, except as set forth in this Agreement. Consultant, its officers, employees, or agents shall not maintain an office or any other type of fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Consultant's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Consultant shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Consultant in its business or otherwise a joint venturer or a member of any joint enterprise with Consultant.

B. Consultant shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

C. No City benefits shall be available to Consultant, its officers, employees, or agents in connection with any performance under this Agreement. Except for professional fees paid to Consultant as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for the performance of Services under this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, or agents, for injury or sickness arising out of performing Services hereunder. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 2 and Subsection 1.8 herein, of any nature relating to salary, taxes, or benefits of Consultant's officers, employees, servants, representatives, subcontractors, or agents, Consultant shall indemnify City for all such financial obligations.

5. INSURANCE

5.1 Types of Insurance. Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, the insurance described herein for the duration of this Agreement, including any extension thereof, or as otherwise specified herein, against claims which may arise from or in connection with the performance of the Work hereunder by Consultant, its agents, representatives, or employees. In the event the City Manager determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City Manager or his designee. Consultant shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein. Except as otherwise authorized below for professional liability (errors and omissions) insurance, all insurance provided pursuant to this Agreement shall be on an occurrence basis. The minimum amount of insurance required hereunder shall be as follows:

A. **Errors and Omissions Insurance.** Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, standard industry form professional liability (errors and omissions) insurance coverage in an amount of not less than one million dollars (\$1,000,000.00) per occurrence and two-million dollars (\$2,000,000.00) annual aggregate, in accordance with the provisions of this section.

(1) Consultant shall either: (a) certify in writing to the City that Consultant is unaware of any professional liability claims made against Consultant and is unaware of any facts which may lead to such a claim against Consultant; or (b) if Consultant does not provide the certification pursuant to (a), Consultant shall procure from the professional liability insurer an endorsement providing that the required limits of the policy shall apply separately to claims arising from errors and omissions in the rendition of services pursuant to this Agreement.

(2) If the policy of insurance is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Services provided hereunder. In the event of termination of the policy during this period, Consultant shall obtain continuing insurance coverage for the prior acts or omissions of Consultant during the course of performing Services under the terms of this Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City Manager.

(3) In the event the policy of insurance is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Services provided for in this Agreement, whichever is later. In the event of termination of the policy during this period, new coverage shall immediately be obtained to ensure coverage during the entire course of performing the Services under the terms of this Agreement.

B. **Workers' Compensation Insurance.** Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, workers' compensation

insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Consultant agrees to waive and obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies. If Consultant has no employees, Consultant shall complete the City's Request for Waiver of Workers' Compensation Insurance Requirement form.

C. Commercial General Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of commercial general liability insurance written on a per occurrence basis with a combined single limit of at least one million dollars (\$1,000,000.00) and two million dollars (\$2,000,000.00) general aggregate for bodily injury and property damage including coverages for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations.

D. Business Automobile Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of one million dollars (\$1,000,000.00) bodily injury and property damage. The policy shall include coverage for owned, non-owned, leased, and hired cars.

E. Employer Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of employer liability insurance written on a per occurrence basis with a policy limit of at least one million dollars (\$1,000,000.00) for bodily injury or disease.

5.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager prior to commencing any work or services under this Agreement. Consultant guarantees payment of all deductibles and self-insured retentions. City reserves the right to reject deductibles or self-insured retentions in excess of \$10,000, and the City Manager may require evidence of pending claims and claims history as well as evidence of Consultant's ability to pay claims for all deductible amounts and self-insured retentions proposed in excess of \$10,000.

5.3 Other Insurance Requirements. The following provisions shall apply to the insurance policies required of Consultant pursuant to this Agreement:

5.3.1 For any claims related to this Agreement, Consultant's coverage shall be primary insurance as respects City and its officers, council members, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City and its officers, council members, officials, employees, agents, and volunteers shall be in excess of Consultant's insurance and shall not contribute with it.

5.3.2 Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City and its officers, council members, officials, employees, agents, and volunteers.

- 5.3.3 All insurance coverage and limits provided by Consultant and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.
- 5.3.4 None of the insurance coverages required herein will be in compliance with these requirements if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City Manager and approved in writing.
- 5.3.5 Consultant agrees to require its insurer to modify insurance endorsements to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the endorsements. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Consultant's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.
- 5.3.6 Consultant agrees to ensure that subcontractors, and any other parties involved with the Project who are brought onto or involved in the Project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.
- 5.3.7 Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on the City nor does it waive any rights hereunder in this or any other regard.
- 5.3.8 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. Endorsements as required in this Agreement applicable to the renewing or new coverage shall be provided to City no later than ten (10) days prior to expiration of the lapsing coverage.
- 5.3.9 Requirements of specific insurance coverage features or limits contained in this section are not intended as limitations on coverage, limits, or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it

pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

5.3.10 The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this section.

5.3.11 Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the Work performed under this Agreement and for any other claim or loss which may reduce the insurance available to pay claims arising out of this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City, or to reduce or dilute insurance available for payment of potential claims.

5.3.12 Consultant agrees that the provisions of this section shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages resulting from the Consultant's activities or the activities of any person or person for which the Consultant is otherwise responsible.

5.4 Sufficiency of Insurers. Insurance required herein shall be provided by authorized insurers in good standing with the State of California. Coverage shall be provided by insurers admitted in the State of California with an A.M. Best's Key Rating of B++, Class VII, or better, unless such requirements are waived in writing by the City Manager or his designee due to unique circumstances.

5.5 Verification of Coverage. Consultant shall furnish City with both certificates of insurance and endorsements, including additional insured endorsements, affecting all of the coverages required by this Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All proof of insurance is to be received and approved by the City before work commences. City reserves the right to require Consultant's insurers to provide complete, certified copies of all required insurance policies at any time. Additional insured endorsements are not required for Errors and Omissions and Workers' Compensation policies.

Verification of Insurance coverage may be provided by: (1) an approved General and/or Auto Liability Endorsement Form for the City of Palm Springs or (2) an acceptable Certificate of Liability Insurance Coverage with an approved Additional Insured Endorsement with the following endorsements stated on the certificate:

1. *"The City of Palm Springs, its officials, employees, and agents are named as an additional insured..." ("as respects City of Palm Springs Contract No.____" or "for any and all work performed with the City" may be included in this statement).*

2. *"This insurance is primary and non-contributory over any insurance or self-insurance the City may have..." ("as respects City of Palm Springs Contract No.____" or "for any and all work performed with the City" may be included in this statement).*

3. "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder named." Language such as, "endeavor to" mail and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" is not acceptable and must be crossed out.

4. Both the Workers' Compensation and Employers' Liability policies shall contain the insurer's waiver of subrogation in favor of City, its elected officials, officers, employees, agents, and volunteers.

In addition to the endorsements listed above, the City of Palm Springs shall be named the certificate holder on the policies. All certificates of insurance and endorsements are to be received and approved by the City before work commences. All certificates of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Failure to obtain the required documents prior to the commencement of work shall not waive the Consultant's obligation to provide them.

6. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall indemnify, defend (at Consultant's sole cost and expense), protect and hold harmless City and its officers, council members, officials, employees, agents and volunteers and all other public agencies whose approval of the Project is required, (individually "Indemnified Party"; collectively "Indemnified Parties") against any and all liabilities, claims, judgments, arbitration awards, settlements, costs, demands, orders, and penalties (collectively "Claims"), including but not limited to Claims arising from injuries or death of persons (Consultant's employees included) and damage to property, which Claims arise out of, pertain to, or are related to the negligence, recklessness, or willful misconduct of Consultant, its agents, employees, or subcontractors, or arise from Consultant's negligent, reckless, or willful performance of or failure to perform any term, provision, covenant, or condition of this Agreement ("Indemnified Claims"), but Consultant's liability for Indemnified Claims shall be reduced to the extent such Claims arise from the negligence, recklessness, or willful misconduct of the City, its officers, council members, officials, employees, or agents.

Consultant shall reimburse the Indemnified Parties for any reasonable expenditures, including reasonable attorneys' fees, expert fees, litigation costs, and expenses that each Indemnified Party may incur by reason of Indemnified Claims. Upon request by an Indemnified Party, Consultant shall defend with legal counsel reasonably acceptable to the Indemnified Party all Claims against the Indemnified Party that may arise out of, pertain to, or relate to Indemnified Claims, whether or not Consultant is named as a party to the Claim proceeding. The determination whether a Claim "may arise out of, pertain to, or relate to Indemnified Claims" shall be based on the allegations made in the Claim and the facts known or subsequently discovered by the Parties. In the event a final judgment, arbitration award, order, settlement, or other final resolution expressly determines that Claims did not arise out of, pertain to, nor relate to the negligence, recklessness, or willful misconduct of Consultant to any extent, then City shall reimburse Consultant for the reasonable costs of defending the Indemnified Parties against such Claims, except City shall not reimburse Consultant for

attorneys' fees, expert fees, litigation costs, and expenses that were incurred defending Consultant or any parties other than Indemnified Parties against such Claims.

Consultant's indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified hereunder are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final. This provision is intended for the benefit of third party Indemnified Parties not otherwise a party to this Agreement.

7. REPORTS AND RECORDS

7.1 Accounting Records. Consultant shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Consultant shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

7.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of the Work and Services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Work or Services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of such fact, circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, subcontractors, and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Any use of such completed documents for other projects and/or use of incomplete documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and the City shall indemnify the Consultant for all damages resulting therefrom. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. Consultant shall ensure that all its subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

7.4 Release of Documents. All drawings, specifications, reports, records,

documents, and other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer. All information gained by Consultant in the performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization.

7.5 Audit and Inspection of Records. After receipt of reasonable notice and during the regular business hours of City, Consultant shall provide City, or other agents of City, such access to Consultant's books, records, payroll documents, and facilities as City deems necessary to examine, copy, audit, and inspect all accounting books, records, work data, documents, and activities directly related to Consultant's performance under this Agreement. Consultant shall maintain such books, records, data, and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during the term of this Agreement and for a period of three (3) years from the date of final payment by City hereunder.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law and Venue. This Agreement shall be construed and interpreted both as to validity and as to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such County, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

8.3 Termination. City may terminate this Agreement for its convenience at any time, without cause, in whole or in part, upon giving Consultant thirty (30) days written notice. Upon such notice, City shall pay Consultant for Services performed through the date of termination. Upon receipt of such notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. Thereafter, Consultant shall have no further claims against the City under this Agreement. Upon termination of the Agreement pursuant to this section, Consultant shall submit to the City an invoice for work and services performed prior to the date of termination. In addition, the Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days written notice to the City, except that where termination is due to material default by the City, the period of notice may be such shorter time as the Consultant may determine.

8.4 Default of Consultant.

A. Consultant's failure to comply with any provision of this Agreement shall constitute a default.

B. If the City Manager, or his designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Consultant in writing of such default. Consultant shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Consultant shall be liable for any and all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.3.

C. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.4.B, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Consultant shall not limit Consultant's liability for completion of the Services as provided herein.

8.5 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

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

8.7 Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.8 Attorney Fees. In the event any dispute between the Parties with respect to this

Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorney fees, expert consultant fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

9.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor-in-interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership, or association in which he/she is, directly or indirectly, interested in violation of any state statute or regulation. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration in exchange for obtaining this Agreement.

9.3 Covenant Against Discrimination. In connection with its performance under this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, ancestry, or national origin. Consultant shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10. MISCELLANEOUS PROVISIONS

10.1 Patent and Copyright Infringement.

A. To the fullest extent permissible under law, and in lieu of any other warranty by City or Consultant against patent or copyright infringement, statutory or otherwise, it is agreed that Consultant shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Consultant shall pay all costs and damages finally awarded in any such suit or claim, provided that Consultant is promptly notified in writing of the suit or claim and given authority, information and assistance at Consultant's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the negligence, recklessness or willful misconduct of Consultant. However, Consultant will not

indemnify City if the suit or claim results from: (1) City's alteration of a deliverable, such that City's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by Consultant when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

B. Consultant shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof, Consultant shall not be obligated to indemnify City under any settlement made without Consultant's consent or in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Consultant's expense. If the use or sale of such item is enjoined as a result of the suit or claim, Consultant, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

10.2 Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by pre-paid First Class U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

To City: City of Palm springs
Attention: City Manager & City Clerk
3200 E. Tahquitz Canyon Way
Palm springs, California 92262
Telephone: (760) 323-8204
Facsimile: (760) 323-8332

To Consultant: CNS Engineers, Inc.
10370 Hemet Street, Suite 230
Riverside, CA 92503
Attention: James Lu
Telephone: (951) 687-1005
Facsimile: (951) 667-3387

10.3 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

10.4 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

10.5 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.6 Third Party Beneficiary. Except as may be expressly provided for herein, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

10.7 Recitals. The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

10.8. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he or she is executing this Agreement is duly authorized and existing, (ii) he or she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he or she is signing, (iii) by so executing this Agreement, the Party for which he or she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he or she is signing is bound.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the City and the Consultant have caused this Agreement to be executed the day and year first above written.

**ATTEST:
CITY OF PALM SPRINGS, CA**

CONTENTS APPROVED:

By _____
City Clerk

By _____
City Manager

Date: _____

Date: _____

By _____
City Engineer

Date: _____

APPROVED AS TO FORM:

APPROVED BY CITY COUNCIL:

By _____
City Attorney

Date: _____ Agreement No. _____

Date: _____

CONSULTANT

Name: CNS Engineers, Inc.

Check one: Individual Partnership Corporation

Corporations require two notarized signatures: One signature must be from Chairman of Board, President, or any Vice President. The second signature must be from the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer.

Address: 10370 Hemet Street, Suite 230
Riverside, CA 92503

By: _____
Signature (notarized)

By: _____
Signature (notarized)

Name: _____

Name: _____

Title: _____

Title: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of _____



On _____ before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature _____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

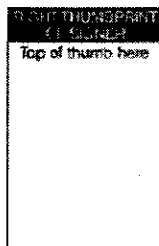
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

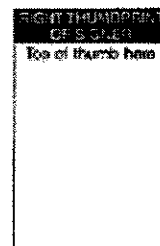
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

EXHIBIT "A"

SCOPE OF SERVICES

General Scope of Work – Consultant shall provide the City with environmental phase services related to the Ramon Road Widening (San Luis Rey Drive to Landau Boulevard, including the Whitewater River Bridge Widening), (City Project #08-25), Federal Aid Project No. BHLS 5282(040) (hereinafter the "Project"). The intent of this project is to widen Ramon Road to its 6-lane divided arterial roadway cross-section, including widening of the existing Ramon Road bridge (Bridge 56C-0287), and additional turning lanes at key intersections. The scope of work generally includes all professional services associated with completion of the Project Approval / Environmental Document ("PA/ED") Phase. The scope of work will consist of the preparation of Environmental Documents and Technical Studies and all other related documents and/or reports to comply with applicable local, state and federal regulations, policies, procedures, manuals and standards necessary to obtain CEQA/NEPA environmental approvals. Preliminary engineering (civil and structural engineering design services) shall be provided as necessary to support the PA/ED Phase, generally limited to preparation of plans representing a 30% level design.

Technical Scope of Work

Phase I – Project Approval and Environmental Document (PA&ED)

Task 1.0 - Project Management

Task 1.1 Project Administration and Project Controls

Consultant's project administration procedures are generally outlined as follows: Upon receipt of a formal Notice-To-Proceed (NTP) for the project, a project-specific work plan shall be developed to strategize the team resources and detailed assignments. A cost proposal with a Work Breakdown Structure (WBS) shall be finalized for cost negotiation for the contract. Consultant's work plan shall typically consist of the following items - detailed scope of services; deliverables; schedule; task budget; agency contacts; team member contacts and responsibility of team design disciplines; and project-specific requirements. Consultant's general project administration task shall include management and coordination between the City, the Consultant Team, and other stakeholders. Project administration shall be conducted to ensure timely progress reporting and billing, accurate project record keeping, monitoring of costs, progress, deliverables and adherence to quality standards. Internal project coordination meetings shall be conducted monthly through office meetings, conference calls and exchange of emails, to maintain good project communication. The Project Development Team (PDT) meetings shall be kept purposeful and concise.

Schedule Control: During the project development, Consultant shall ensure that the schedule adheres to all contractual requirements. The schedule shall be constantly updated. Consultant shall work closely with the City for the delivery requirements.

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Document Control: All in-coming and out-going design and correspondence materials shall be logged, and filed according to a project-specific document control system.

Accounting and Invoicing Procedures: Consultant shall follow general City and Caltrans accounting and billing requirements. All man-hours, direct and indirect costs shall be tracked.

Cost Control: Project costs shall be verified on a monthly basis. Cost-to-date, estimated actual percent completed, and estimated budget to complete by individual task at each invoicing period shall be documented.

Deliverables: monthly invoices and progress reports, schedules updates and document logs

Task 1.2 Meetings and Coordination

This task shall include general management and coordination among the City, CNS Team, jurisdictional agencies, and other key stakeholders. Project meetings shall be conducted to maintain good project communication in purposeful and concise meetings. Project coordination shall be established by frequent progress review meetings or conference calls. Project Development Team (PDT) meetings in the City Hall or by conference calls shall be conducted.

A meeting agenda shall be prepared in advance. All action items listed in the meeting minutes shall be reviewed in every meeting. Other typical procedures including preparing monthly progress reports; establishing design criteria; posting project issues to all individuals; conducting biweekly progress review for all engineering plans and reports; mitigating all independent check and review comments; clearing communication lines to maintain the project schedule.

The fee has been established based on twenty four (24) progress review meetings. Project Manager shall attend the meetings. Appropriate key task managers shall attend the meetings as follows: MSA – 18 meetings; Terra Nova – 22 meetings; AEI-CASC – 17 meetings; TKD – 3 meetings; Urban Crossroads – 2 meetings; OPC – 6 meetings; Converse – 2 meetings.

Deliverables: meeting agendas, meeting minutes, and coordination memorandums

Task 1.3 Quality Assurance and Quality Control

Consultant shall provide Quality Control and Quality Assurance (QC/QA) for all project documents and plans to ensure that the project moves forward to delivery as quickly as possible. Upon notice to proceed, the QC/QA procedures shall be clearly outlined for the project team. These procedures shall include check lists for plan preparation, e-file sharing procedures and document controls, and independent reviews by senior staff. Consultant shall review the design documents to make sure that the design is consistent with the funding requirements so that the review and approval process is expedited. Consultant shall make

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sure all right-of-way acquisitions; easements; and utility relocation for the project are reasonable and efficient.

Deliverables: Quality Control and Quality Assurance Plan

Task 1.4 Local Assistance Funding/Programming Supports

Consultant shall assist the City in preparing a funding document to request change of the project scope, cost and schedule in accordance with Caltrans Local Assistance Program Guidelines manual when changes of the project elements are deemed necessary during the project development. In addition, a request for authorization to proceed with preliminary engineering (final design) in accordance with Caltrans Local Assistance Procedures Manual shall be also prepared. Consultant shall provide technical supports and attend up to two (2) meetings with the City and Caltrans Local Assistance as required to discuss the funding authorization matters. Consultant shall work with RCTC and CVAG to explore the opportunities of using non-federal funds to financially support Advance Construction to cash flow the high cost construction phase of the project.

Deliverables: a HBP funding document to request change of project scope, cost and schedule; a request for authorization to proceed with preliminary engineering (final design)

Task 2 – Preliminary Engineering

Task 2.1 Data Collection and Research

Consultant shall collect available existing reports, data, as-built plans, previous land use and environmental studies, and information relevant to the project from the City of Palm Springs, Coachella Valley Water District (CVWD), Riverside County Flood Control & Water Conservation District (RCFC&WCD), and other stakeholders and agencies.

Consultant's team member, MSA shall review and update record map research including record maps at Cities of Palm Springs and Cathedral City, RCFC&WCD and CVWD web site; APN maps, benchmarks and corner records.

Consultant's team member, AEI-CASC shall perform the following data research and coordination in support of the hydrology, drainage, floodplain study, and aerial topographic mapping. AEI-CASC shall gather and perform a thorough review of available drainage and street plans, drainage studies, master drainage plans, design topographic maps, aerial photographs, and other plans and reports relevant to the drainage design of the project. This task also provides for performing and documenting the findings obtained from interviews with CVWD, Cities of Palm Springs and Cathedral City, and RCFC&WCD staff about drainage deficiencies and flooding history in the study areas.

Deliverables: a document log showing all data obtained from the agencies

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Task 2.2 Field Review and Site Assessment

Consultant shall conduct a field review meeting and a thorough site investigation with the City. The field review meeting shall assist the Consultant in verifying plan information obtained in data collection and research, clarifying the project scope, documenting existing traffic signals, street improvements including public facilities and private developments, drainage conditions, flow patterns, underground and overhead utilities, signing and striping, structure conditions, miscellaneous features, and evaluating potential unforeseen issues that may cause delay to the project.

Deliverables: field review notes and a photo log

Task 2.3 Surveying and Aerial Topographic Mapping

Consultant's team member, MSA shall field survey cross sections of Ramon Road and all cross streets beginning 500 feet west of San Luis Rey Drive and ending 1,000 feet east of Landau Boulevard; perform detailed survey of existing bridge deck, abutments, pier walls and exposed pile caps in the channel; perform field survey of all existing utilities within project limits; perform aerial mapping in channel upstream at 2' contour intervals for floodplain and sediment transport analyses; perform field cross section surveys from Ramon Road to 200 feet north of the bridge in the channel; update the Ramon Road aerial mapping, currently based on NGVD29 datum to NAD88 datum, extending the coverage to include all three possible staging areas; provide a color orthophoto of the Ramon Road strip and proposed staging areas to support preparation of environmental Area of Potential Effect (APE) map.

Topographic mapping and cross section surveys in the channel shall extend to the limits of upstream and downstream to meet the need for floodplain and sediment transport analyses. MSA will provide cross-sections 200 feet north of the bridge and AEI-CASC will develop the remaining cross-sections using the DTM.

Deliverables: aerial mapping of Ramon Road updated to NAD88 datum, aerial mapping and VDTM of the channel, color orthophoto image of Ramon Road, surveyed points along Ramon Road for design use

Task 2.4 Right-of-Way Research and Base Mapping

Consultant's team member, MSA shall perform updated record map research through City of Palm Springs, City of Cathedral City, County of Riverside, Bureau of Indian Affairs, CVWD, and RCFC&WCD; prepare and update base map of existing centerlines, rights of way, lot and parcel lines; provide descriptions for found monuments and survey control points used for the field surveying; overlay the base map on the updated aerial mapping and color orthophoto; add dimensions and widths; using preliminary title reports provided by OPC, order, review, and plot

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existing easements that fall within the project area; describe width and ownership of each easement; review document for prior rights, if any, to the street right of way.

Deliverables: a R/W constraints map containing all information obtained above in both PDF and AutoCAD file format

Task 2.5 Utility Research, Notification and Mapping

Consultant's team member, MSA shall perform utility notification and research; prepare and update existing utility base plan; field verify and update utility base plan; conduct utility agency meetings; establish communications log; and provide utility relocation coordination.

Consultant's team member, Overland, Pacific & Cutler (OPC) shall review existing seven (7) utility agreements, contact utility to confirm data, determine prior rights/cost liability and prepare matrix of liability with confirmed data.

Deliverables: utility agency plats and maps (MSA); an existing utility base plan in AutoCAD format (MSA); utility agency meeting minutes and communications log (MSA); utility prior rights/cost liability matrix (OPC)

Task 2.6 Traffic Study

Consultant's team member, Urban Crossroads shall prepare traffic study and provision of traffic design concepts for the proposed project. Services to be provided include:

- Identification and review of other recent traffic studies completed for projects within or affecting study area traffic.
- Collect traffic counts for the key roadway segments and intersections in the project study area, including up to 3 daily roadway segment machine counts to supplement AM and PM peak period turning movement counts to be performed at the three (3) analysis intersections in the study area (Ramon Road intersections with San Luis Rey Drive, Crossley Road and Landau Boulevard). Collect intersection turning movement counts by vehicle classification (i.e., passenger vehicles, 2-axle trucks, 3-axle trucks, and 4+axle trucks) at subject intersections. Daily traffic volumes shall be based on the new traffic count data, available traffic data that has been collected previously or shall be estimated for the remaining study area roadway segments.
- Conduct field reconnaissance to determine existing roadway segment geometry and lane configurations, lane widths, turn pocket storage lengths, and traffic signal timing. Traffic signal phasing shall be determined at up to three (3) study area intersections. Existing traffic signal timing plans shall be obtained from the appropriate agencies.
- Assess existing peak hour traffic conditions, including levels of service and existing vehicle queues for up to three (3) study area intersections. Intersection levels of service shall be calculated using Highway Capacity Manual (HCM) level of service analysis methodologies.

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Vehicle queuing and levels of service shall be evaluated using the SYNCHRO / SIMTRAFFIC analysis software.

- Obtain five years of accident data for the study area from the local law enforcement agencies. The data shall be evaluated and summarized for presentation in the report. Qualitative discussion of the potential safety benefit shall be developed.
- Identify planned and/or funded improvements for roadways within the study area.
- Develop future traffic volumes using available traffic model forecasts that are acceptable to the project team and Caltrans. The updated Riverside County traffic model (RIVTAM) is available and shall be used for this project, unless another forecasting tool or previously published forecasts can be demonstrated to better serve the purposes of this analysis. Existing traffic counts, base year (2008) model data, and future year (2035) model data shall be post-processed to develop refined 2035 volumes. Long-range (2035) volume forecasts shall be developed for all three (3) study area intersections. It is assumed that a single set of traffic volume projections shall be appropriate and adequate to represent both No Project and With Project conditions. Initial forecasts shall be compared to traffic counts and other recently published traffic volume forecasts and refined as necessary to ensure defensibility.
- Develop interim year forecasts based on straight-line interpolation between the existing traffic count volumes and the 2035 design year traffic projections. Review and refine the interim year forecasts based on review of other recently published studies for various project in the vicinity of the project study area.
- Assess future interim year and horizon year peak hour traffic conditions and levels of service for the study area intersections for No Project conditions and up to two With Project alternatives. Intersection levels of service shall be calculated using Highway Capacity Manual (HCM) level of service analysis methodologies. Synchro simulation analysis shall be provided for presentation purposes. Intersection lane requirements and queuing / vehicle storage lengths shall also be calculated and presented. Analysis shall be performed for up to three (3) study area intersections.
- Develop construction traffic control concept plans at a scale of 1" = 80'. It is anticipated that the entire project will fit onto a single sheet at this scale (by "doubling up" the approximately 4,200 foot long project area). Two stages of construction are anticipated (total of 2 sheets).
- Roadway improvement concept plans (e.g. 30% design plans) shall be prepared for the project area. The concept plans shall be prepared at a scale of 1" = 40'. The concept improvement plans shall show existing and proposed edge of roadway, as well as recommended striping, including turn lane storage lengths and required transitions. Traffic signal modification concept plans (e.g. 30% design plans) shall be prepared for the 3 project area intersections that are currently signalized. No new traffic signals are anticipated within the project area. Base civil improvement plans showing existing improvements shall be prepared in both PDF and CAD electronic format.
- Prepare a draft traffic study report including all of the analysis and data resulting from execution of the above tasks. The traffic study reports shall be prepared in accordance with Caltrans and City requirements.

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- Respond to comments on the draft traffic study report and prepare a final traffic study report that has been updated to respond to the comments received on the draft traffic study reports.
- Attend up to two (2) team meetings during the course of the project development to provide traffic study status updates, discuss issues and respond to team comments on draft work products.

Deliverables: draft and final Traffic Study Reports, design exhibits, complete technical appendices and supporting graphics, construction traffic control concept plans.

Task 2.7 Preliminary Roadway/Bridge Foundation Reports

Consultant's team member, Converse shall prepare a Preliminary Geotechnical Report, a Preliminary Material Report and a Preliminary Foundation Report. All reports shall be prepared in accordance with Caltrans procedures, guidelines, regulations, materials, policies, and format. All reports will be signed by a licensed geotechnical engineer/engineering geologist. The reports will be prepared for review and comment by the project team, followed by modification and submittal to Caltrans and City of Palm Springs. All reports shall be updated in accordance with the comments from the City and/or Caltrans. Converse shall attend up to two progress review meetings.

Converse shall collect soils samples for locations suggested by the hydraulic engineer to analyze grain-size distribution of the soils within the upper five (5) feet of the river bed to support hydraulic sediment transport analyses. It is assumed that soils samples shall be collected from five locations using a hand auger and shovel. Conditions for access to the channel bed to collect soils samples shall be based on rights of entry prepared per Task 2.9 – Preliminary Right of Way Study and Cost Estimates.

Converse shall collect three (1 to 2 inches in diameter) core samples from the bridge deck to determine the bonding condition between the precast and cast-in-place layers of the concrete. Traffic control, approved by the Cities, shall be required during the coring operation.

Deliverables: draft and final Preliminary Geotechnical Reports, Preliminary Material Reports and Preliminary Foundation Reports; a sieve analysis memorandum; a memorandum describing the deck concrete bonding condition

Task 2.8 Roadway Alternatives Study and Geometric Approval Drawings

Consultant's team member, MSA shall provide and update two (2) separate roadway build alternatives study and Geometric Approval Drawings (GADs) for the preferred build alternative as follows:

- Prepare existing base plan for roadway alternatives study and GADs.
- Identify constraints that will affect the alternative designs and selections.

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- Based on the identified constraints and existing roadway bridge approaches, prepare sketches for two (2) Alternatives Study sketches. (Sketches shall be prepared at 1"=40' H & 1"=4' V.)
- Evaluate and comment on horizontal and vertical alignments of each Roadway Alternative Study.
- Attend PDT, Commission, City Council, CVWD, RCFC&WCD and local Community meetings.
- Prepare and update 30% design level Geometric Approval Drawings (based on the selected sketch from the Roadway Alternatives Study). GADs shall consist of 1 Cover Sheet, 8 Plan/Profile Sheets (1"=20' H & 1"=2' V) and 1 Detail Sheet. The GADs shall set the basis for the future final design of the project. It shall include establishing the curb/gutter flow line profiles for future final design purposes. The design shall include checking the pavement saw-cut locations and cross falls for compliance with the Cities' standards. The proposed storm drain relocations and flow lines shall be established for future final design purposes. Potential conflicts with utilities and existing improvements shall be determined and proposed resolutions provided.
- Review and comment on conceptual construction traffic control plans prepared per Task 2.6 – Traffic Study.

Deliverables: Two (2) Roadway Alternatives Study; and Geometric Approval Drawings for the preferred alternative; review of Traffic Control Plans

Task 2.9 Preliminary Right-of-Way Study and Cost Estimates

Consultant's team member, MSA shall prepare exhibits for proposed permanent and temporary right of way acquisitions/easements to coordinate and provide right of way needs and inputs to support preliminary right of way cost estimates. Right of way exhibits shall include existing parcel and utility easement information, and areas of each proposed acquisition/easement.

This task shall support environmental studies and shall lead to the development of the Caltrans right of way data sheets to support request for authorization to proceed with right of way that shall be submitted to Caltrans after NEPA environmental clearance. Consultant's team member, Overland Pacific & Cutler (OPC) shall provide the following services:

Caltrans Right of Way Data Sheet: The Caltrans Right of Way Data Sheet analysis shall estimate the probable costs of the real estate and associated damages, relocation exposure, business damages and goodwill exposure, and other valuation concerns incidental to the right of way impacts anticipated by the project.

The Scope of Services for the Right of Way Data Sheet includes:

- Taking an inventory of the affected properties for each selected alternative.

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- Secure title and vesting information, along with any relevant underlying recorded documents, and investigate property ownerships using public Assessor's Roll information. Utilize this data to determine condition of title, lot size, building size, recent sales transaction and other relevant data on each affected property.
- Visually inspect each property (exterior street view) and note affects of proposed acquisition; list all businesses on each property and the approximate space they occupy. Identify any damages related to site usage constraints in the after condition or other property use concerns.
- Sort each impacted parcel by property use types to determine the universe of real estate data sets; subsequently research and create valuation data sets for each use type.
- Prepare an estimate of the probable cost of each full or partial property acquisition including any damages valuations using the data sets previously created and real estate value databases.
- Prepare an estimate of the probable relocation assistance exposure for each residential or non-residential occupant located on each property.
- Prepare an estimate for any business or commercial billboard signs located on each property.
- Prepare an estimate of the total probable loss of business goodwill attributable to each operating business.
- Prepare an estimate of the inspection and demolition costs associated with delivering each cleared site.
- Prepare an estimate of the total services and incidental costs associated with each real estate acquisition program (appraisals, acquisition and relocation consultants, title/escrow, and legal services).
- Draft Caltrans Right of Way Data Sheet according to the most revised version available per the Caltrans Right of Way Manual. Integrate utility relocation estimates, where necessary.

The scope of services shall be performed and delivered in the form of a report containing a textual description of the project areas studied, a summary of total probable costs of the study area itemized by major component, and shall include detailed spreadsheets showing how the summary sheets were calculated. The spreadsheets contain a parcel-by-parcel breakdown of all probable costs.

In the event that the acquisition program is to be phased or determined to be implemented at a future date, formulized spreadsheets shall be created which apply the appropriate cost escalation factors to reflect the projected schedule.

The final cost information determined from the spreadsheet accumulation of data shall then be transferred into the appropriate format for application to the Right of Way Data Sheet or other format required by the project.

Title Reports and Recorded Documents: Title reports for each of the estimated 13 properties in the alignment shall be secured from Lawyers Title Company. Along with each title report, the underlying recorded documents shall be secured. The title reports and underlying documents

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shall be utilized in the title and valuation analysis of each parcel and shall also be provided to the engineers for use in developing the project plans.

Securing Rights of Entry:

- Creation of necessary Right of Entry documents and securing approval as to form.
- Contact and negotiations with property owners, or BIA when Tribal Lands are involved, and securing execution of required agreements. (Assumed 5)
- Facilitation of any payments from LPA to private property owners, excluding BIA controlled properties. It should be noted that three of the ownerships are in Tribal Lands and BIA requires a property entry application fee of approximately \$350 each, payment of which shall be made by OPC.
- Reasonable assistance to onsite Project Team to facilitate owner requests and access arrangements.

Deliverables: preliminary right of way exhibits (MSA); title reports, right of way data sheet, right of way status and cost estimate sheets (OPC)

Task 2.10 Bridge Aesthetics and Approach Landscape Modification Study

Consultant's team member, TKD shall perform bridge aesthetics and approach landscape modifications study based on the Ramon Road Corridor Streetscape Master Plan for Cathedral City as follows:

- Discuss project goals and objectives.
- Discuss bridge aesthetics including monuments / railings and raised median design.
- Incorporate pedestrian and monumentation lighting recommendations
- Review community context and input from cities and tribal agencies.
- Coordinate design with engineering design team.
- Assist in preparation of project site analysis and visual impact.
- Assist in developing project program, theme, identity and gateway context.
- Preparation of alternative design concepts: bridge monumentation and gateway elements, railing design, and side walls graphics and abutment finish.
- Review the design concepts with the cities and the project team.
- Prepare presentations for approval by the City Art Committee and Tribal Review.

Deliverables: bridge aesthetics and approach landscape modifications study booklet, presentation exhibits

Task 2.11 Preliminary Street Lighting Study

Consultant's team members, Urban Crossroads and Terra Nova shall research and evaluate the need for lighting for pedestrian walkways and architectural entry monuments. Caltrans and City lighting standards shall be reviewed and recommendations shall be provided, including

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graphics of typical fixtures and concepts for the lighting on the bridge. Calculations to determine the estimated spacing, height, and wattage of luminaires shall be provided for inclusion in the overall lighting plan. These shall be provided to the project landscape architect, TKD, for inclusion in the bridge aesthetics package.

Deliverables: graphics and specifications of appropriate lighting levels, types of lighting fixtures, and descriptions of standard lighting levels, design standards and application concepts

Task 2.12 Roadway Drainage Study

Using the available hydrology studies for the existing (Palm Springs) and future (Cathedral City) Storm Drain systems in Ramon Road, Consultant's team member, MSA shall review the local drainage issues associated with the proposed project and street design. A local hydrology study shall be prepared based upon the existing (pre-project) and proposed (post-project) conditions. Preliminary pipe sizes, inlet (catch basin) sizes and pipe horizontal alignments shall be preliminarily determined. This scope shall include preparation of a roadway drainage study report and hydrology maps.

Deliverables: Roadway Drainage Study Report and Plans

Task 2.13 Floodplain, Bridge Hydraulics and Sediment Transport Analyses

Consultant's team member, AEI-CASC shall perform floodplain and bridge hydraulic analyses based upon the existing and with-project conditions.

Hydraulic and sediment transport studies under the existing condition shall first be examined to establish the baseline condition. Alternative with-project conditions shall then be assessed, and the potential impacts to channel stability and sediment transport shall be determined. In order to quantify the impacts of the proposed bridge to the existing hydraulic, sediment transport and stability characteristics of the Whitewater River through the project reach, AEI-CASC shall utilize the current steady-state hydraulic model (HEC-RAS computer model) but modified to integrate the proposed bridge footprint.

The HEC-RAS model shall determine the preliminary channel capacities, floodplain elevations, backwater effects, total scour potential, and identify any deficiencies with the existing channel. The hydraulic model shall also be utilized to determine the impacts to the surrounding improvements such as the channel concrete cutoff walls due to the proposed bridge improvements including changes to the natural geomorphic stream pattern (long term channel stability). The bridge scour routines in the HEC-RAS computational model, developed by the U.S. Army Corps of Engineers, shall be applied to preliminarily estimate the magnitude of the local pier scour, local contraction scour and abutment scour components expected under design flow conditions for both the existing and with-project conditions. Recommendations

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shall be provided for bridge soffit elevation and structure depth allowance for the proposed bridge structure.

Computations shall be made for a wide range of flow conditions, including peak 2-year through 100-year and SPF flood conditions. Steady-state modeling of the hydraulic and sediment transport capacities shall be conducted, and transport volumes shall be determined for local reaches by integrating rating curves over individual flood hydrographs. Hydrologic quantities (peak flows and flood hydrographs) shall be obtained from previous Corps' studies and available local streamgage information.

AEI-CASC shall evaluate the general sediment transport characteristics of the Whitewater River in the vicinity of the proposed bridge. The task shall include evaluation of historical channel trends, contrast of local channel slopes to regional slope variation, evaluation of anticipated changes to sediment loading to the project reach due to upstream activities, hydraulic capacity calculations of using normal depth procedures, and sediment transport potential evaluation using qualitative hydraulic indicators. Steady-state methodologies shall be used to contrast the sediment transport capacity of the channel reach local to the proposed bridge with anticipated supply rates, over a range of discharge conditions. Local sediment size information shall be used with the hydraulic information and sediment transport relations to estimate bed material sediment transport volumes passing through the upstream, local and downstream channel reach. Sediment continuity shall be applied to estimate potential erosion/sedimentation depths to be expected along the proposed channel under design event and average annual conditions. Local scour components, due to other features incorporated into the proposed plan shall be computed, if applicable. The potential hydraulic and/or channel deformation effects of bed form development shall be assessed as well. A floodplain, bridge hydraulic and sediment transport analyses report shall be prepared to document the study assumptions, procedures and results.

The bridge hydraulics and potential local scour and general degradation values shall be determined using the published SPF and 100-year storm flows of 85,000 CFS and 47,000 CFS, respectively. Minimum bridge and channel freeboard of 1 foot and 3 feet shall be provided under the SPF and 100-year flood conditions, respectively, as required by CVWD and RCFC&WCD. For the bridge structure, a minimum of 4 feet of freeboard shall be required by RCFC&WCD due to the "levee" nature of the adjacent channel bank improvements.

During the course of this study, AEI-CASC shall provide hydraulic and sediment transport studies in support of 2 build alternatives as described above.

General scour depths under SPF and 100-year conditions for the existing and with-project conditions shall be computed using the Blench Regime Equation, as recommended by CVWD. The Los Angeles County Sedimentation Manual shall be used for determining cutoff wall depths as required by RCFC&WCD.

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Based upon the results of the HEC-RAS model, AEI-CASC shall review and identify the required channel improvements and scour protection through the bridge and immediately upstream and downstream of the bridge, as needed. Preliminary grades and elevations shall be determined and limits of improvements shall be identified. This task shall include recommendation for channel improvements as mitigation against potential scour affecting the proposed bridge and the existing concrete slope protection along the east and west sides of the channel, and scour countermeasures to mitigate exposed pier caps in the channel. Additionally, this task shall include providing technical input in support of the CEQA and NEPA environmental analyses, and 401, 404 and 1602 permitting process.

Deliverables: Floodplain, Bridge Hydraulic and Sediment Transport Study Report

Task 2.14 Preliminary Channel Improvements Plans

Consultant's team member, AEI-CASC shall review and identify the extent of channel improvements and scour protection measures required for the project. AEI-CASC shall perform preliminary channel design showing proposed grades, modifications to the existing channel walls near and through the bridge abutments, access ramps and scour protection.

Deliverables: Preliminary Channel Improvement Plans

Task 2.15 Conditional Letter of Map Revision (CLOMR)

Upon approval of the Floodplain, Bridge Hydraulics and Sediment Transport Analyses (Task 2.13) and Preliminary Channel Improvement Plans (Task 2.14), Consultant's team member, AEI-CASC shall prepare a Conditional Letter of Map Revision (CLOMR) report for submittal to the City of Palm Springs, RCFC&WCD and FEMA.

Deliverables: CLOMR

Task 2.16 Bridge Type Selection Study

Based on the final approved roadway geometric approval drawings for the preferred alternative, Consultant shall prepare preliminary bridge design, conduct seismic analyses and develop a bridge type selection report. The seismic analysis shall include retrofit evaluation of the existing structure. This step shall be completed before extensive bridge design work for future final PS&E is performed. The most two feasible and cost-effective structure options shall be evaluated. Consultant shall evaluate seismic performance of the preferred structure option to satisfy State's Seismic Design Criteria. The bridge type selection report shall include a vicinity map, bridge general plans, foundation plans, a design memorandum, aesthetic requirements, staging plans, cost estimates and other pertinent information needed to determine the proper structure type. A draft bridge type selection report shall be prepared for City and Caltrans' review and comments. A type selection meeting, if required by Caltrans,

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shall be conducted to discuss the preferred structure option. A final bridge type selection report shall be issued for value analysis study and final design.

Deliverables: draft and final Bridge Type Selection Reports

Task 2.17 Preliminary Cost Estimates

Consultant shall prepare preliminary quantities takeoff and cost estimates for each "build" alternative. Estimates of probable construction costs for the proposed improvements shall be prepared.

Deliverables: preliminary quantities and construction cost estimates

Task 2.18 Project Report (Equivalent)

Based on the results of engineering and environmental studies, Consultant shall prepare a Project Report (equivalent) to summarize the engineering findings and recommendations, and the required environmental mitigations to secure federal funds for the future phases of the project. Contents of the PR (equivalent) shall follow applicable Caltrans standards, and shall generally include executive summary, project background, need and purpose, reference of design standards, transportation and/or safety problems, traffic data, proposed improvements, roadway geometrics and alternatives, channel hydraulics, utilities, right of way acquisitions and easements, structure information, environmental studies, cost estimate breakdown, scheduling, agencies involved, proposed funding, list of applicable attachments, project development team etc.

Deliverables: draft and final Project Report (equivalent)

Task 2.19 Value Analysis Study

Consultant's team member, Value Management Strategies, Inc. (VMS) shall conduct Value Analysis (VA) study following the Caltrans VA methodology as outlined in the Chapter 19, "Value Analysis" of the Project Development Procedures Manual (PDPM) and detailed in the latest Caltrans VA Team Guide and Report Guide. VA studies shall identify and evaluate alternative project solutions and provide recommendations to the City. Key engineering team members shall attend the VA meetings for briefing and shall respond to the comments and revise the engineering drawings, if necessary, to finalize the study.

Deliverables: draft and final Value Analysis Study reports

Task 3 – Environmental Document (CEQA/NEPA)

Task 3.1 Public Scope, Commission & Council Meetings

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Consultant's team member, Terra Nova shall assist and coordinate with City staff in the preparation and posting of public notices for scoping meetings and public hearings. Terra Nova shall also assist in the preparation of staff reports, developing presentation graphics and materials, and shall participate in presentations. Terra Nova staff shall take and maintain notes of meetings and memorialize same. As appropriate, Terra Nova shall also prepare responses to comments received during the public scoping meetings, as well as the Planning Commission and City Council meetings. This task includes attending two community scoping meetings, and one meeting each with the Arts Commission, Transportation Commission, and City Council.

Deliverables: draft staff report, site and aerial photos; other mapping and exhibits to support presentation; meeting note summaries

Task 3.2 Preliminary Environmental Study (PES)

Consultant's team member, Terra Nova shall be responsible for the preparation of the updated and expanded draft and final Preliminary Environmental Study (PES) form and associated research and supporting documentation. This task shall incorporate results from the City/Caltrans field review meeting and site investigations, which shall also identify required environmental technical studies. The PES shall also be used to provide the rationale for what special studies are necessary and what the scope of these studies should be. Provision is made for two revisions to the PES. In coordination with the City and project engineers, Terra Nova shall further develop and complete the draft Area of Potential Effect (APE) map. Provision is made for two revisions to the APE.

Deliverables: draft PES form and ancillary materials for submittal to Caltrans; draft APE map for submittal to Caltrans; PES and APE map revisions and final PES and APE exhibits

Task 3.3 Noise Study

Consultant's team member, Terra Nova shall manage the preparation of noise analyses that evaluate noise associated with bridge construction and associated related activities, and as well as long-term operation traffic based upon future traffic volumes cited in the project traffic study. Noise analysis shall satisfy CEQA and Caltrans NEPA requirements. In addition to field monitoring and site assessment, other resources, including the City General Plan Noise Study and project-specific noise impact analyses and associated environmental documents, shall also be used. Analysis of existing noise barriers adjacent to sensitive receptors and within the project area shall also be assessed and mitigation plan (noise abatement) developed, as necessary. Therefore, a Noise Abatement Decision Report (NADR) in accordance with Section 5 of the Traffic Noise Analysis Protocol (May 2011) shall also be incorporated into the noise analysis.

Deliverables: Noise Impact Study Report, including NADR and associated impact mitigation plans, as required.

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Task 3.4 Air Quality Study

Consultant's team member, Terra Nova shall conduct research, analysis and review of literature and other documentation to prepare an analysis of air quality impacts. The air quality analysis shall evaluate and assess emissions from construction and operation of the proposed project. The assessment of construction activities shall include quantifying emissions from demolition (as applicable), site preparation and grading, use of construction equipment, haul trips and material deliveries, construction workers commute, and bridge construction activities. The assessment of operational activities shall include a comparison of moving source emissions under current capacity and traffic volumes, and evaluation of proposed roadway capacity and 2035 traffic volumes. Analysis shall be conducted in conformance with the SCAQMD Environmental Handbook, local Air Quality Guidelines, and Federal NAAQS. Terra Nova shall also conduct Hot Spot Conformity Analysis and obtain conformity documentation, as required, which may include carbon monoxide and/or particulate matter (PM10 & 2.5). GHG emissions shall also be quantified and analyzed pursuant to thresholds. Tasks shall include coordinating with agencies, project team, City staff, Caltrans, and others during the project's environmental review process. If the AQ&GHG Report concludes that emissions exceed established thresholds then Terra Nova shall identify mitigation measures that will minimize impacts.

Deliverables: Air Quality and GHG Analysis and Report; Air Quality Conformity Analysis and Report

Task 3.5 Phase I Initial Site Assessment and ADL Surveys

Consultant's team member, Terra Nova shall conduct environmental site assessments, including a Phase I hazardous materials assessment of the project site and area of potential effect (APE). The Phase I assessment shall be prepared in conformance with the American Society for Testing and Materials (ASTM) Standard E1527-05 "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process".

The ADL study shall assess the concentrations of aeriaily deposited lead in soil along Ramon Road within the planned bridge construction area. This soil study shall be conducted in accordance with EPA SW-846 and Caltrans protocols. Soil samples shall be collected from 16 locations along the length of the project fronting Ramon Road. The soil sampling locations shall be spaced at approximately 10 meter (30 feet) intervals. Each boring shall be placed approximately 1 meter (3.3 feet) from the roadway's paved surface. A hand auger shall be used to drill down and collect samples at each boring location. Soil shall be collected from each boring at the following three depths:

- Between 0 and 0.15 meter (0 and 6 inches),
- Between 0.15 and 0.31 meter (6 and 12 inches), and
- Between 0.46 and 0.61 meter (18 and 24 inches).

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The collected soil sample shall be delivered to a State-accredited laboratory for chemical analyses. Each collected soil sample (48 total) shall be analyzed for lead using EPA Method 6010B. Ten percent of the samples (5 total) shall be analyzed for soluble lead (synthetic precipitation leaching procedure; leached with deionized water) using EPA Method 6000/7000 series. Five of the samples shall be analyzed for pH using EPA Method 9045. In addition to lead in soil, yellow striping paint on Ramon Road shall also be tested for the presence of lead. The collected paint chip samples shall be analyzed for lead using EPA Method 6010B.

Deliverables: An integrated environmental site assessment and ADL report description of methodologies, including literature search, interviews, survey and sampling approaches, data collection and analysis, and full documentation

Task 3.6 Water Quality Assessment Report and Preliminary SWPPP

Consultant's team member, AEI-CASC shall prepare Water Quality Assessment Report (WQAR) and Preliminary Storm Water Pollution Prevention Plan (SWPPP) in support of the preferred bridge design alternative. AEI-CASC shall prepare a site-specific WQAR in support of the project. The WQAR shall be prepared in accordance with the requirements set for in the document, "Whitewater River Region Storm Water Management Plan, Appendix H, dated June 2009". AEI-CASC shall review the proposed project design and shall identify options for addressing the WQAR Requirements for site design, source control, and treatment control best management practices (BMPs).

One draft of the WQAR (three copies) shall be submitted to CNS, City of Palm Springs, and Caltrans for review and comment. Upon receipt of written comments on the WQAR, AEI-CASC shall address comments within the scope of services. One final WQAR document (one original, 3 copies) shall be submitted.

AEI-CASC shall prepare a site-specific SWPPP in support of the project. The SWPPP shall be prepared in accordance with the requirements set forth in 2008 EPA Construction General Permit. One draft of the SWPPP (three copies) shall be submitted to CNS, City of Palm Springs and Caltrans for review and comment. Upon receipt of written comments on the SWPPP, AEI-CASC shall address comments within the scope of services. One final SWPPP document (one original, 3 copies) shall be provided to CNS. Additionally, AEI-CASC shall prepare and provide the City of Palm Springs (Owner) with a paper Notice of Intent (NOI) form to aid in electronic filing by the Owner for coverage under the General Permit.

Deliverables: Water Quality Assessment Report and SWPPP

Task 3.7 Location Hydraulic Study and Summary Floodplain Encroachment Report

Consultant's team member, AEI-CASC shall prepare Location Hydraulic Study (LHS) and Summary Floodplain Encroachment Report (SFER) based upon the preferred alternative and in conformance with Caltrans District 8 requirements.

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Deliverables: LHS and SFER

Task 3.8 Biological Resources Study (Natural Environmental Study and Biological Assessment)

Consultant's team member, Terra Nova shall prepare the NES for this project. In conjunction with the preparation of the NES, Terra Nova shall contract for and manage the preparation of a general biological resource assessment. Previous resource studies conducted on these and nearby lands shall be evaluated, previous management and mitigation programs shall be reviewed, and the relationship of the Ramon Road Bridge project to other approved projects in the wash and vicinity shall also be assessed. No protocol surveys are expected to be required; however, special attention shall be paid to identifying Coachella Valley fringe-toed lizard, burrowing owl and milk vetch. If surveys cannot be scheduled during the spring, additional spring surveys to determine the occurrence of milk vetch may be required. The project is a "Covered Activity" under the Coachella Valley MSHCP, and mitigation provided by the Coachella Valley MSHCP shall be maximized.

The biological resources assessment shall include performance of a literature review for the Project site to determine if any sensitive biological resources have been reported in the Project area. As a part of this task, previous biological reports prepared for projects in the vicinity, including the Cimarron Golf Course, recent aerial photographs, and other pertinent documents from the consultant's library and project files (e.g., other biological surveys from the general vicinity) shall be utilized. Consultant shall also review the Department of Fish and Game's (CDFG's) California Natural Diversity Database, California Native Plant Society's (CNPS) Rare and Endangered Vascular Plants of California, and other readily available biological information. As a part of the literature review analysis, readily available previous resource studies conducted for the project site and nearby lands shall be evaluated, previous management and mitigation programs shall be reviewed, and the relationship of the Ramon Road Bridge project to other approved projects (and Cathedral Canyon) in the wash and vicinity shall also be assessed. The project is a "Covered Activity" under the Coachella Valley MSHCP, which has been relevant to CDFG but to a lesser extent with the Corps.

A field reconnaissance survey and general habitat evaluation shall be conducted at the project site. The consulting biologists shall evaluate the suitability of existing habitat on the site to support special-status species on the site. The type(s) of vegetation shall be characterized, and dominant plants identified. Human disturbance levels shall also be characterized. Field notes shall include any wildlife species observed or detected on-site and in immediately adjacent areas.

The consulting biologists shall prepare a biological resources report summarizing the results of our literature review, biological field reconnaissance and findings which shall include recommendations for further biological studies (if necessary). The report shall describe the survey methods employed, present the results of the fieldwork, assess the potential for

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additional sensitive resources to occur on the site, identify regulatory issues related to the resources on the site, and recommend potential mitigation measures. A draft report shall be provided to accompany and support the NES. Provisions are made for one report revision.

Burrowing Owl Protocol Survey

As noted above, a habitat suitability evaluation shall be conducted for the burrowing owl. If the owl has the potential to occur on site or in the immediate vicinity, focused protocol owl survey for burrowing owl shall be conducted by a qualified biologist. All areas to be evaluated shall be examined carefully for habitat characteristics and disturbance factors. The study area for this work is assumed to be the proposed project footprint and appropriate buffer area. It is assumed that access for the survey will be granted by the property owners based on the right of entry secured by OPC. Potentially suitable habitat shall be mapped. No permits are required to perform a habitat evaluation, but the biologist must be experienced with the species' biology, identification of direct and indirect sign, and physical characteristics of potentially suitable habitat. Habitat evaluations for this species can be performed any time of year. A burrowing owl survey and mitigation report (if needed) shall be prepared and the results shall be directly incorporated into the NES.

The survey window for this work is limited to March 1 and August 31 and the survey consists of four visits made to all potential habitat on four separate days. The visits need to occur during one hour before sunrise to two hours after and/or two hours before sunset to one hour after. The results of the focused survey for Burrowing Owl shall be directly incorporated into the NES.

Deliverables: Natural Environmental Study, Biological Assessment, and Protocol Owl Survey (if needed).

Task 3.9 Wetland and Jurisdictional Delineation and Assessment

Consultant's team member, Terra Nova and its biologists shall conduct a state and federal jurisdictional delineation to establish waters of the state and of the US. The delineation shall also determine whether and to what extent wetlands, as defined by Federal Regulations, occur within and could be impacted by the proposed bridge project. The results of the delineation shall also be incorporated into the bio report and the 404 permit. The jurisdictional delineation shall be prepared in accordance with methodology in the USACE 1987 Wetlands Delineation Manual, Arid West Supplement and applicable definitions in the California Fish and Game Code. Tasks associated with this effort include coordination with USACE, CDFG and CRWQCB, and include (1) review existing literature related to the site including historical topographic maps and aerial photos, National Wetland Inventory Maps, Soil Surveys, and the previous USACE 404 Permit, etc. in order to determine potential jurisdictional water. Review preliminary engineering plans for the project to assess potential impacts to waters in the area. (2) Conduct field survey to collect data upstream and downstream of the site location, evaluate soils, vegetation and hydrologic conditions on the site, and delineate jurisdictional waters using approved state and federal methods and collect data using GPS with sub-meter accuracy.

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Deliverables: A Jurisdictional Determination and Delineation Report that defines methods and results of the field assessment. Boundaries of jurisdictional waters shall be overlaid onto aerial photographs for identification. Proposed impact areas shall be overlaid onto the aerial photograph to identify and quantify impacts. Approximate calculations of the amount of acreage of waters to be impacted (if any) by the project shall also be provided.

Task 3.10 Visual Impact Assessment

Consultant's team member, Terra Nova shall proceed with a stepped approach to visual impact assessment, first preparing a Scenic Resources Evaluation as permitted in the Caltrans SER. If the assessment is required to go to the next level, this work shall be rolled into the preparation of Visual Impact Assessment and shall include visual simulations of the new bridge. For step two, Terra Nova shall contract for and manage preparation of four (4) computer-generated high-resolution visual simulation studies of the proposed bridge design, establishing viewshed analyses and locations with City and Caltrans staff. Two rounds of revisions are anticipated. Simulations shall use elevation data flown topography of the wash, existing bridge and surrounding lands, and the new bridge addition shall be modeled based on design data provided by project engineers. The Visual Impact Assessment Report shall be prepared in conformance with the FHWA VIA Guidelines and shall incorporate visual simulations and other exhibits. The computer-generated visual simulations shall also be suitable for and shall enhance public presentations and public hearings

Deliverables: Scenic Resources Evaluation, Visual Impact Assessment (FHWA/Caltrans compliant), Four (4) visual simulations and Visual Impact Assessment Report

Task 3.11 Community Impact Assessment

Consultant's team member, Terra Nova shall prepare a Community Impact Assessment (CIA) for the proposed bridge project in accordance with the Caltrans Environmental Handbook, Volume 4. The CIA shall address potential social and economic impacts to the community from the proposed Project and shall describe the existing social and economic environment within the specified study area and the projects as a result of its implementation "to provide documentation of the current and anticipated social environment of a geographic area with and without action." The potential impacts to be addressed those that are raised by the community or those that may be reasonably anticipated by the project development team, including mobility, safety, employment effects, relocation, and noise. Section 1 of the CIA shall include the background and project description and define the study area. Section 2, Setting, shall describe the existing social, economic and demographic setting within the study area, including land use, development trends, applicable land use plans, as well as adopted goals and policies; regional and local population and housing characteristics and attitudes toward the project; regional and local economic conditions, including employment and income, business activity, and fiscal conditions; and community facilities and services. Section 3 shall discuss impacts to the regional and local economy, including the immediate neighborhood and

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households in the project area and vicinity, as well as local businesses, housing values, community services and other elements of the community. Section 4 sets forth avoidance and minimization measures to offset the potential impacts described in Section 3.

Deliverables: Community Impact Assessment Report

Task 3.12 Cultural Resources Study (APE/HPSR/ASR)

Consultant's team member, Terra Nova shall contract for and manage archaeological and historic property research and documentation, as well as consultation with the Agua Caliente Tribe and Caltrans, and preparation of reports in conformance with CEQA and Section 106 of the Historic Preservation Act. Terra Nova shall also coordinate with the THPO on Section 106 jurisdiction and establish the appropriate procedure for expedited Section 106 approval. Approval of the previously drafted APE map shall be secured from Caltrans. Tasks include the following:

1. Contact and maintaining communication with Caltrans to ensure that all the issues are known and addressed; production of maps supporting the APE on the appropriate current USGS 7.5' quadrangle and applicable historic maps to use for the records search, background research, and for inclusion in the report, as needed;
2. Conduct a historical/archaeological resources records search at the Eastern Information Center at University of California, Riverside and with the Agua Caliente Register;
3. Pursue general historical background research based on the APE and its environs;
4. Request a sacred lands record search from the Native American Heritage Commission and contact local Native American representatives regarding Native American resources in and around the project area, as required by Caltrans and Section 106;
5. Consult with Agua Caliente and maintain open channels of communication with the Tribe throughout the course of the study;
6. Conduct a field survey of the APE following standard professional archaeological procedures;
7. Conduct specific historical studies, including archival research, interviews, and including consultations with local historical societies and/or other representatives of the local community concerning the APE, as necessary, to determine past land uses and owners and to explore historical associations;
8. Prepare a Draft Historical Properties Survey Report (HPSR) and an Archaeological Survey Report (ASR) according to Caltrans guidelines to document the findings of the procedures outlined above, identify potential historic properties within or adjacent to the APE, evaluate their integrity and historical significance under criteria for the National Register of Historic Places, incorporate comments and recommendations from the Tribe (if any), and recommend subsequent courses of actions regarding cultural resources, if necessary;
9. Review comments, plan and organize responses to comments, and prepare the final versions of the reports for Caltrans approval.

Deliverables: Historical Properties Survey Report (HPSR) and an Archaeological Survey Report (ASR); APE map

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(Paleontological Requirements)

Based upon conditions at the project site, it is anticipated that paleontological resource assessments shall not be required. Rationale for why a paleontological assessment is not required shall be included in Draft PES.

Task 3.13 Draft NEPA Environmental Assessment per USACE/Caltrans MOU

Consultant's team member, Terra Nova shall prepare an integrated NEPA Environmental Assessment (EA) based on the approved PES and in consultation with USACE and Caltrans; said NEPA EA shall serve both agencies. The NEPA EA may be required by Caltrans, USACE or both agencies, but by the USACE only if an Individual 404 Permit is required for the project. The NEPA EA shall include a purpose and need statement, description of project alternatives, discussion of regulatory setting and authority, affected environment, assessment of environmental consequences, and avoidance / minimization / mitigation measures. Caltrans and USACE may adopt a Categorical Exclusion (CE) or Finding of No Significant Effect (FONSI) in association with its NEPA function. It is assumed that Caltrans (on behalf of FHWA) will be the Lead Agency and that the USACE, USEPA and Bureau of Indian Affairs will be Cooperating Agencies. USEPA shall use the NEPA EA for purposes of issuing a Section 401 certificate for Native American lands affected by the project. Terra Nova shall confer and coordinate with Caltrans, USACE and USEPA initially and on an on-going basis. This task assumes preparation of a screen check draft, two document revisions and a Final Draft NEPA EA in conformance with Caltrans QA/QC requirements.

Deliverables: Caltrans & USACE-Compliant NEPA EA, and associated exhibits and supporting documentation

Task 3.14 Draft CEQA Initial Study / Mitigated Negative Declaration (IS/MND) per CEQA and Palm Springs CEQA Rules

Consultant's team member, Terra Nova shall prepare an integrated City-compliant CEQA Initial Study/Mitigated Negative Declaration based on the preliminary scoping activities set forth in this scope of work. The City CEQA IS/MND shall analyze the Preferred Project/Proposed Action selected by the City. The Initial Study/Mitigated Negative Declaration shall also include a comprehensive Mitigation Monitoring and Reporting Program for each category where mitigation is required. It is assumed that the City will adopt a Mitigated Negative Declaration. A screen check draft of the IS/MND shall be provided to the City and engineering team and revised as required prior to transmittal. The City of Palm Springs will be the CEQA Lead Agency and the City of Cathedral City will be a Responsible Agency. The Department of Fish and Game shall also be a CEQA Responsible Agency, shall be provided with the opportunity to comment on the IS/MND and shall use the adopted IS/MND to process and issue a Streambed Alteration Agreement. The California Regional Water Quality Control Board (CRWQCB) shall also be a Responsible Agency and shall use the approved CEQA

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IS/MND to process and issue a Section 401 CWA certificate for Non-Native American lands affected by the project.

Deliverables: CEQA and City-compliant Initial Study/Mitigated Negative Declaration with Mitigation Monitoring and Reporting Program.

Task 3.15 Bureau of Indian Affairs Consultation & NEPA and Section 106 Clearances

Portions of the lands underlying the subject bridge project are within the Reservation of the Agua Caliente Band of Cahuilla Indians (ACBCI) and subject to Tribal and US Bureau of Indian Affairs review and approval. Terra Nova shall also coordinate and help facilitate the review of cultural resources analysis pursuant to Section 106 of the Historic Preservation Act. Consultant's team member, Terra Nova shall coordinate with the Bureau of Indian Affairs (BIA) with the intent of having the BIA act as a "Cooperating Agency" for NEPA purposes. Terra Nova shall also determine whether and to what extent the BIA may require separate NEPA documentation and review for any temporary or permanent easement or acquisition of right-of-way for the subject bridge.

Deliverables: BIA coordination

Task 3.16 Circulate Draft Environmental Document and Respond Comments

Task includes preparation of IS/MND transmittal list and document transmittal based on City-approved agency transmittal list provided to and approved by City Public Works, and surrounding property owner notification package with a 1,000-foot radius (per City Public Works) to be provided by OPC. Terra Nova shall also prepare a Notice of Completion for transmittal to the Riverside County Clerk and the State Clearinghouse (SCH) for posting for a 30-day period. The SCH shall also be provided with the required 15 copies of the IS/MND and/or CD of same for SCH distribution. Terra Nova shall prepare responses to comments received on the IS/MND and also assist in the preparation of staff reports and other materials that facilitate the project's public review and approval process. The use of the CEQA Initial Study/Mitigated Negative Declaration shall go forward once it is certain that this approach is consistent with Caltrans NEPA actions.

Deliverables: CEQA and City-compliant Initial Study/Mitigated Negative Declaration, and associated exhibits and supporting documentation; and Response to Comments; Agency transmittal list, Notice of Completion, and mailing of Draft IS/MND document and NOC; Draft Staff Report; Presentation at Public Hearing.

Task 3.17 Final Environmental Document (MND/FONSI)

City and Caltrans shall collect any comments received on the draft CEQA and NEPA documents, and shall provide same to Consultant's team member, Terra Nova for verbatim restatement and formal response. Terra Nova shall affect any necessary changes to

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environmental documents needed to memorialize changes in mitigation measures or findings. Once final action has been taken by the City and Caltrans, the final CEQA IS/MND and NEPA EA documents shall be provided to the City and Caltrans, respectively. Terra Nova shall also assist in the preparation of the NEPA FONSI and shall coordinate with Caltrans on proper noticing in the Federal Register.

Deliverables: Final CEQA IS/MND and NEPA EA; Draft NEPA FONSI

Task 3.18 File Notice of Determination (CEQA)

Consultant's team member, Terra Nova, shall prepare a Notice of Determination (NOD) following the adoption of the CEQA document by the City. The drafted NOD shall be submitted to the City for signature and delivered to the Riverside County Clerk and to the State Clearinghouse to initiate the statutory 30-day appeal period. A copy of the posted NOD shall be provided to the City upon receipt. Filing fee to be paid by City.

Deliverables: Draft & Final Notice of Determination & filing of same with County Clerk and State Clearinghouse

Task 3.19 Publish Notice in Federal Register

Consultant's team member, Terra Nova, shall assist and otherwise provide support to Caltrans and/or USACE in the preparation and publication of the NEPA and 404 permit notice in the Federal register. This notice shall be prepared in compliance with the Caltrans SER and it is assumed that a Draft and Final version of the notice will be prepared and that coordination and publication of the notice will be the responsibility of Caltrans/FHWA and/or USACE.

Deliverables: Draft Federal Register Notices, project descriptions, exhibits, other materials required

Task 3.20 ACOE Section 404 Permit and NEPA Clearance / EPA & SWRCB Section 401 Water Quality Certifications

Consultant's team member, Terra Nova, shall initiate early and on-going consultation and coordination with the USACE, USEPA and CRWQCB pursuant to Sections 404 and 401 of the Federal Clean Water Act and with the CDFG pursuant to Section 1602 of the California Fish and Game Code. As appropriate, Terra Nova shall prepare applications and supporting documentation for a dredge and fill permit to be issued by the US Army Corps of Engineers (USACE) under Section 404 of the federal Clean Water Act. While the scope of work assumes the need for an Individual Permit, it is possible that the project may qualify for a Nationwide Permit. Work product shall include the completed application package and draft NEPA environmental assessment addressing USACE issues, as well as the Draft Public Notice, draft NEPA Alternatives Analysis and Habitat Mitigation and Monitoring Program, if required. Terra Nova shall also facilitate the processing of the 404 permit through the USACE. Terra Nova

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shall also prepare applications and supporting documentation for the USEPA and the California Regional Water Quality Control Board for the issuance of Section 401 certificates for Native American and Non-Native American lands within the project area that may be affected by project development.

Deliverables: USACE CWA Section 404 application package; Associated NEPA documentation; 404 Permit. CWA Section 401 Certificate application packages prepared for and submitted to the USEPA and CRWQCB

Task 3.21 CDFG Streambed Alteration Agreement

Consultant team member, Terra Nova shall prepare and process a Streambed Alteration Agreement (SAA) application as required by the California Department of Fish and Game and in conformance with Section 1602 of the Fish and Game Code. The SAA shall be included in the CEQA IS/MND document project description and analyzed in the IS/MND document. CDFG may issue the Agreement following City's adoption of the Mitigated Negative Declaration. Detailed tasks include the following: (1) Provide plant and wildlife survey of the project area, including surveys for federally listed and state-listed species, and an assessment of riparian habitat (including quantification of riparian habitat); (2) Prepare and submit to CDFG an assessment of the extent of Whitewater River streambed, within the project area with streambed delineation; (3) Prepare a written description of the project that covers the project features and activities and proposed construction methods in detail, including location of the activities, project features and activities, how the activities will be conducted, what equipment and materials will be needed for the activities, how access to the site will be achieved, and the schedule of activities; (4) Prepare maps showing the project site with a clear project boundary relative to a USGS topographic quadrangle or aerial photographs, including landmark information like street names or other features to identify the location, and include the USACE delineation information on the maps; (5) Prepare the Section 1602 Streambed Alteration Notification, along with the applications for RWQCB Water Quality Certification and a USACE Section 404 permit, a copy of a biological evaluation (based on the surveys conducted) including the assessment of riparian habitat in the project area, and a copy of any draft or final CEQA document prepared for the project; (6) Draft 1602 Agreement letter for use, modification and approval by CDFG

Deliverables: CDFG Section 1602 Streambed Alteration Agreement application package and supporting exhibits and documentation; Draft CDFG SAA

END OF EXHIBIT "A"

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Add the following to Section 2.0, Compensation:

Section 2.5, Cost Principles. Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items. Consultant also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to the City.

Add the following to Section 2.0, Compensation:

Section 2.6, General Compliance with Laws and Wage Rates. Consultant warrants that its cost proposal, approved by City and identified on the Schedule of Compensation as set forth in Exhibit "E", complies with all federal, state and local laws and ordinances applicable to the work, including compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.

Add the following to Section 4.0, Coordination of Work:

Section 4.5, Subcontracting. Any subcontracts or contractual arrangements ("subcontracts") between the Consultants and other parties ("subcontractors") entered into in the performance of this Agreement to which the City is not named shall include all applicable provisions of this Agreement and the Consultant shall require that its subcontractors thereby comply with all such applicable provisions.

Add the following two paragraphs to Section 7.5, Audit and Inspection of Records:

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Federal Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; the Consultant, subcontractors, and the City shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, the State Auditor, City, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the Consultant that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

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Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by the City's Chief Financial Officer. Not later than 30 days after issuance of the final audit report, the Consultant may request a review by the City's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing. Neither the pendency of a dispute nor its consideration by the City will excuse the Consultant from full and timely performance, in accordance with the terms of this contract.

Add the following to Section 10.0, Miscellaneous Provisions:

Section 10.9, Covenant Against Contingent Fees. The Consultant warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, except bona fide employees, or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business. For breach or violation of this warranty, the City has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

Add the following to Section 10.0, Miscellaneous Provisions:

Section 10.10, Patent Rights. This agreement includes herein by reference applicable patent rights provisions described in 41 CFR 1-91 regarding rights to inventions.

Add the following to Section 10.0, Miscellaneous Provisions:

Section 10.11, Endorsement. The responsible consultant/engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.

Add the Following to Section 10.0, Miscellaneous Provisions:

Section 10.12, Disadvantaged Business Enterprise (DBE) Requirements.

The City has established an Underutilized DBE goal for this Agreement of **2.40%**.

1. TERMS AS USED IN THIS DOCUMENT

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term "Underutilized Disadvantaged Business Enterprise" or "UDBE." DBE classes that have been determined in the 2007 Caltrans Disparity Study to have a statistically significant

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disparity in their utilization in previously awarded transportation contracts. UDBEs include: African Americans, Native Americans, Asian-Pacific Americans, and Women.

- The term "Agreement" also means "Contract."
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.
- The term "Department" means the "California Department of Transportation" or "Caltrans"

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Contractor should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF UDBE AND DBE INFORMATION

A "Local Agency Proposer UDBE Commitment (Consultant Contract)" (Exhibit 10-O1) form is incorporated herein by reference. The Consultant warrants that it has either met the UDBE goal, or has demonstrated good faith efforts to meet the goal established for the contract. Only UDBE participation will be counted towards the contract goal; however, all DBE participation shall be collected and reported. Consultant shall submit a completed Exhibit 10-O1 form to City prior to commencing work.

A "Local Agency Proposer DBE Information (Consultant Contract)" (Exhibit 10-O2) form is incorporated herein by reference. The purpose of the form is to collect data required under 49 CFR 26. For contracts with UDBE goals, this form collects DBE participation by DBEs owned by Hispanic American and Subcontinent Asian Americans males (persons whose origin are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal or Sri Lanka).

4. DBE PARTICIPATION GENERAL INFORMATION

It is the Consultant's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

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- B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A UDBE firm not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The firm is a UDBE and will meet the goal by performing work with its own forces.
 - 2. The firm will meet the goal through work performed by UDBE subcontractors, suppliers or trucking companies.
 - 3. The firm, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The firm shall list only one subcontractor for each portion of work as defined in their proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.
- G. A firm acting as the prime consultant who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Firms may call (916) 440-0539 for web or download assistance.
- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program web site at: <http://www.dot.ca.gov/hq/bep/>.
 - Click on the link in the left menu titled Disadvantaged Business Enterprise
 - Click on Search for a DBE Firm link
 - Click on Access to the DBE Query Form located on the first line in the center of the page
 - Searches can be performed by one or more criteria
 - Follow instructions on the screen
- C. How to Obtain a List of Certified DBEs without Internet Access

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D. DBE Directory: If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the online database. A copy of the directory of certified DBEs may be ordered at: <http://caltrans-opac.ca.gov/publicat.htm>

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A UDBE, PURCHASES WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:

A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.

B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

7. STANDARD AGREEMENT FOR SUBCONTRACTOR/DBE PARTICIPATION

1. Subcontractors

A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the City and any subcontractors, and no subcontract shall relieve the Consultant of his/her responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the City for the acts and omissions of its subcontractors 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 the Consultant. The Consultant's obligation to pay its subcontractors is an independent obligation from the Agency's obligation to make payments to the Consultant.

B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.

C. Consultant shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Consultant by the Agency.

D. Any substitution of subcontractors must be approved in writing by the Agency's Contract Manager in advance of assigning work to a substitute subcontractor.

2. Disadvantaged Business Enterprise (DBE) Participation

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- A. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Firms who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. If the contract has an underutilized DBE (UDBE) goal, the Consultant must meet the UDBE goal by committing UDBE participation or document a good faith effort to meet the goal. If a UDBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another UDBE subconsultant, if the goal is not otherwise met. A UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups: African Americans, Native Americans, Asian-Pacific Americans, or Women.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Consultant, sub-recipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.
- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

3. Performance of DBE Consultant and other DBE Subconsultants/Suppliers

- A. A DBE performs a commercially useful function 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 commercially useful function, 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 commercially useful function, 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.
- B. A DBE does not perform a commercially useful function 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.
- C. If a DBE does not perform or exercise responsibility for at least 30 percent 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 commercially useful function.

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4. Prompt Payment of Funds Withheld to Subcontractors

- A. No retainage will be held by the City from progress payments due the prime Consultant. Any retainage held by the prime Consultant or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the City's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.
- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

5. DBE Records

- A. The Consultant shall maintain records of materials purchased and/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 prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subcontractors," CEM-2402F (Exhibit 17-F, Chapter 17, of the LAPM), certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in 25% of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" is submitted to the Contract Manager.
- C. Prior to the fifteenth of each month, the Consultant shall submit documentation to the Agency's Contract Manager showing the amount paid to DBE trucking companies. The Consultant shall also obtain and submit documentation to the Agency's Contract Manager showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Consultant may count only the fee or commission the DBE receives as a result of the lease arrangement.

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6. DBE Certification and Decertification Status

If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify the 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 the Consultant in writing with the date of certification. Any changes should be reported to the City's Contract Manager within 30 days

Materials or supplies purchased from DBEs will count towards DBE credit, and if a DBE is also a UDBE, purchases will count towards the UDBE goal under the following conditions:

- A. If the materials or supplies are obtained from a DBE manufacturer, 100 % of the cost of the materials or supplies will count toward the DBE participation. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 % of the cost of the materials or supplies toward DBE goals. A regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement, are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment, shall be by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

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Add the Following to Section 10.0, Miscellaneous Provisions:

Section 10.13, National Labor Relations Board Certification.

In accordance with Public Contract Code Section 10296, the 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 the Consultant within the immediately preceding two-year period, because of the Consultant's failure to comply with an order of a federal court that orders the Consultant to comply with an order of the National Labor Relations Board.

Add the Following to Section 10.0, Miscellaneous Provisions:

Section 10.14, Statement of Compliance.

The Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that the Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

Add the Following to Section 10.0, Miscellaneous Provisions:

Section 10.15, Debarment and Suspension Certificate.

The Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California that the Consultant has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the City.

Add the Following to Section 10.0, Miscellaneous Provisions:

Section 10.16, Conflict of Interest.

The Consultant shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this contract, or any ensuing City construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing City construction project, which will follow.

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The 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.

Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain all of the provisions of this Article.

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

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

Add the Following to Section 10.0, Miscellaneous Provisions:

Section 10.17, Rebates, Kickbacks or Other Unlawful Consideration.

The Consultant warrants that this contract 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 the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

Add the Following to Section 10.0, Miscellaneous Provisions:

Section 10.18, Prohibition of Expending Local Agency State or Federal Funds for Lobbying.

The Consultant certifies to the best of its knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by or on behalf of the Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

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

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

The Consultant also agrees by signing this document that it shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

Add the Following to Section 10.0, Miscellaneous Provisions:

Section 10.19, Equipment Purchase Provisions.

Prior authorization in writing by the City shall be required before the Consultant enters into any unbudgeted purchase order or subcontract exceeding \$5,000 for supplies, equipment, or Consultant services. The Consultant shall provide an evaluation of the necessity or desirability of incurring such costs. For purchase of any item, service or consulting work not covered in the Consultant's Cost Proposal and exceeding \$5,000 three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

Any equipment purchased as a result of this contract is subject to the following: "The 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 \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the City shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, the Consultant may either keep the equipment and credit the 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 the City in an amount equal to the sales price. If the Consultant elects to keep the equipment, fair market value shall be determined at the 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 the City and the Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the City."

All subcontracts in excess \$25,000 shall contain the above provisions.

END OF EXHIBIT "B"

EXHIBIT "C"
SCHEDULE OF COMPENSATION

Tasks listed below are identical to tasks identified in Exhibit A of this Agreement. Payments to Contractor shall be made no more frequently than monthly, and shall be based on lump sum costs per task item of work as indicated herein. Lump sum payments shall be made to Contractor based upon completion of tasks, or pro-rata portions thereof noted below, to a maximum of 75% of the lump sum task item fee until completion of such task item as determined by the Contract Officer. Each request for payment shall contain Contractor's statement of the work or tasks completed or portion performed, with supporting documentation. The determination of payment due shall be made based upon the reasonable judgment of the Contract Officer.

	<u>Task Total Lump Sum</u>
Phase 1 – Project Approval and Environmental Document (PA&ED)	
Task 1 – Project Management	
Task 1.1, Project Administration and Project Controls	\$ 114,234.64
Task 1.2, Meetings and Coordination	\$ 90,991.92
Task 1.3, Quality Assurance and Quality Control	\$ 34,754.94
Task 1.4, Local Assistance Funding/Programming Supports	\$ 21,333.20
Task 2 – Preliminary Engineering	
Task 2.1, Data Collection and Research	\$ 18,913.72
Task 2.2, Field Review and Site Assessment	\$ 9,354.20
Task 2.3, Surveying and Aerial Topographic Mapping	\$ 34,617.46
Task 2.4, Right of Way Research and Base Mapping	\$ 25,513.06
Task 2.5, Utility Research, Notification and Mapping	\$ 13,776.37
Task 2.6, Traffic Study	\$ 44,080.75
Task 2.7, Preliminary Roadway/Bridge Foundation Report	\$ 29,612.51
Task 2.8, Roadway Alternatives Study and Geometric Approval Drawings	\$ 88,094.54
Task 2.9, Preliminary Right of Way Study and Cost Estimates	\$ 30,585.21
Task 2.10, Bridge Aesthetics and Approach Landscape Modification Study	\$ 19,873.38
Task 2.11, Preliminary Street Lighting Study	\$ 4,695.82
Task 2.12, Roadway Drainage Study	\$ 7,548.71
Task 2.13, Floodplain Study, Bridge Hydraulics and Sediment Transport Analyses	\$ 45,355.12
Task 2.14, Preliminary Channel Improvement Plans	\$ 10,936.07
Task 2.15, Conditional Letter of Map Revision (CLOMR)	\$ 10,592.08
Task 2.16, Bridge Type Selection Study	\$ 88,959.68
Task 2.17, Preliminary Cost Estimates	\$ 17,279.81
Task 2.18, Project Report (Equivalent)	\$ 41,191.36
Task 2.19, Value Analysis Study	\$ 62,921.12

Exhibit "E" Continues on Next Page

EXHIBIT "C"
SCHEDULE OF COMPENSATION

Task 3 – Environmental Document (CEQA/NEPA)	
Task 3.1, Public Scope, Commission & Council Meetings	\$ 4,639.62
Task 3.2, Preliminary Environmental Study (PES)	\$ 6,721.70
Task 3.3, Noise Study	\$ 32,437.36
Task 3.4, Air Quality Study	\$ 17,121.22
Task 3.5, Phase 1 Initial Site Assessment and ADL Surveys	\$ 12,129.12
Task 3.6, Water Quality Assessment Report and Preliminary SWPPP	\$ 18,693.84
Task 3.7, Location Hydraulic Study & Summary Floodplain Encroachment Report	\$ 8,029.35
Task 3.8, Biological Resources Study (NES and BA)	\$ 23,377.36
Task 3.9, Wetland and Jurisdictional Delineation and Assessment	\$ 5,762.43
Task 3.10, Visual Impact Assessment	\$ 22,524.85
Task 3.11, Community Impact Assessment	\$ 6,563.22
Task 3.12, Cultural Resources Study (APE/HPSR/ASR)	\$ 14,262.43
Task 3.13, Draft NEPA Environmental Assessment	\$ 25,930.48
Task 3.14, Draft CEQA Initial Study/Mitigated Negative Declaration	\$ 10,191.85
Task 3.15, Bureau of Indian Affairs Consultation & NEPA/Section 106 Clearance	\$ 4,907.39
Task 3.16 Circulate Draft Environmental Document & Respond Comments	\$ 2,295.22
Task 3.17 Final Environmental Document (MND/FONSI)	\$ 3,388.18
Task 3.18, File Notice of Determination (CEQA)	\$ 655.78
Task 3.19, Publish Notice in Federal Register	\$ 1,136.68
Task 3.20, USACE Section 404 Permit and NEPA Clearance / USEPA & SWRCB Section 401 Water Quality Certification	\$ 33,141.31
Task 3.21, CDFG 1602 Streambed Alteration Agreement	\$ 7,257.25
Reimbursable Expenses	\$ 33,608.00
Grand Total	\$1,159,990.31

END OF EXHIBIT "E"

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

City and Consultant hereby mutually agree that the nature of the scope of services associated with this Contract, and the requirement to coordinate and obtain approvals by other agencies, including but not limited to, Caltrans and FHWA, may cause the term of this contract to exceed initial project schedule estimates. The term of this contract shall automatically extend until such time as required approvals are obtained and all services identified in Exhibit "A" are completed.

The Consultant's schedule of performance included in its proposal shall be incorporated herein. The schedule shall be adjusted accordingly to revise the project notice to proceed (NTP) date of October 3, 2011, as indicated in the originally submitted proposal, to the actual NTP date indicated in the City's letter to Consultant following approval of this agreement by the City Council.

END OF EXHIBIT "F"

**CITY OF PALM SPRINGS
Cost Proposal**

Project Name: Environmental Services for Ramon Road Widening between San Luis Rey Drive and Landau Boulevard

Federal Project No. BHLS-5282(040)

Caltrans EA No. 08-925238

Consultant: CNS Engineers, Inc.

Date: 11/2/2011

Task No.	Task Description	Subtotal Labor Cost	HBP-participating Cost *	Non HBP-participating Cost
Caltrans-approved HBP-participating Cost Ratios			0.822	0.178

Phase I: Project Approval and Environmental Document (PA&ED)

1.0	Project Management			
1.01	Project Administration and Project Controls	\$ 114,234.64	\$ 93,900.88	\$ 20,333.77
1.02	Meetings and Coordination	\$ 90,991.92	\$ 74,795.36	\$ 16,196.56
1.03	Quality Assurance and Quality Control	\$ 34,754.94	\$ 28,568.56	\$ 6,186.38
1.04	Local Assistance Funding/Programming Supports	\$ 21,333.20	\$ 17,535.89	\$ 3,797.31
2.0	Data Collection and Research	\$ 18,913.72	\$ 15,547.08	\$ 3,366.64
3.0	Field Review and Site Assessment	\$ 9,354.20	\$ 7,689.15	\$ 1,665.05
4.0	Preliminary Engineering			
4.01	Surveying and Aerial Topographic Mapping	\$ 34,617.46	\$ 28,455.56	\$ 6,161.91
4.02	Right of Way Research and Base Mapping	\$ 25,513.06	\$ 20,971.74	\$ 4,541.32
4.03	Utility Research, Notification and Mapping	\$ 13,776.37	\$ 11,324.18	\$ 2,452.19
4.04	Traffic Study	\$ 44,080.75	\$ 36,234.37	\$ 7,846.37
4.05	Preliminary Roadway/Bridge Foundation Reports	\$ 29,612.51	\$ 24,341.49	\$ 5,271.03
4.06	Roadway Alternatives Study and Geometric Approval Drawings	\$ 88,094.54	\$ 72,413.71	\$ 15,680.83
4.07	Preliminary Right of Way Study and Cost Estimates	\$ 30,585.21	\$ 25,141.04	\$ 5,444.17
4.08	Bridge Aesthetics and Approach Landscape Modification Study	\$ 19,873.38	\$ 16,335.92	\$ 3,537.46
4.09	Preliminary Street Lighting Study	\$ 4,695.82	\$ 3,859.96	\$ 835.86
4.10	Roadway Drainage Study	\$ 7,548.71	\$ 6,205.04	\$ 1,343.67
4.11	Floodplain, Bridge Hydraulics and Sediment Transport Analyses	\$ 45,355.12	\$ 37,281.91	\$ 8,073.21
4.12	Preliminary Channel Improvements Plans	\$ 10,936.07	\$ 8,989.45	\$ 1,946.62
4.13	Conditional Letter of Map Revision (CLOMR)	\$ 10,592.08	\$ 8,706.69	\$ 1,885.39
4.14	Bridge Type Selection Study	\$ 88,959.68	\$ 73,124.86	\$ 15,834.82
4.15	Preliminary Cost Estimates	\$ 17,279.81	\$ 14,204.01	\$ 3,075.81
4.16	Project Report (Equivalent)	\$ 41,191.36	\$ 33,859.30	\$ 7,332.06
4.17	Value Analysis Study	\$ 62,921.12	\$ 51,721.16	\$ 11,199.96
5.0	Environmental Document (CEQA/NEPA)			
5.01	Public Scope, Commission & Council Meetings	\$ 4,639.62	\$ 3,813.76	\$ 825.85
5.02	Preliminary Environmental Study (PES)	\$ 6,721.70	\$ 5,525.24	\$ 1,196.46
5.03	Noise Study	\$ 32,437.36	\$ 26,663.51	\$ 5,773.85
5.04	Air Quality	\$ 17,121.22	\$ 14,073.64	\$ 3,047.58
5.05	Phase I Initial Site Assessment and ADL Surveys	\$ 12,129.12	\$ 9,970.14	\$ 2,158.98
5.06	Water Quality Assessment Report and Preliminary SWPPP	\$ 18,693.84	\$ 15,366.34	\$ 3,327.50
5.07	Location Hydraulic Study & Summary Floodplain Encroachment Report	\$ 8,029.35	\$ 6,600.12	\$ 1,429.22
5.08	Biological Resources Study (Natural Environmental Study and Biological Assessment)	\$ 23,377.36	\$ 19,216.19	\$ 4,161.17
5.09	Wetland and Jurisdictional Delineation and Assessment	\$ 5,762.43	\$ 4,736.72	\$ 1,025.71
5.10	Visual Impact Assessment	\$ 22,524.85	\$ 18,515.43	\$ 4,009.42

CITY OF PALM SPRINGS
Cost Proposal

Project Name: Environmental Services for Ramon Road Widening between San Luis Rey Drive and Landau Boulevard				
Federal Project No. BHLS-5282(040)			Caltrans EA No. 08-925238	
Consultant: CNS Engineers, Inc.			Date: 11/2/2011	
Task No.	Task Description	Subtotal Labor Cost	HBP-participating	Non HBP-
			Cost *	participating Cost
Caltrans-approved HBP-participating Cost Ratios			0.822	0.178
5.11	Community Impact Assessment	\$ 6,563.22	\$ 5,394.97	\$ 1,168.25
5.12	Cultural Resources Study (APE/HPSR/ASR)	\$ 14,262.43	\$ 11,723.72	\$ 2,538.71
5.13	Draft NEPA Environmental Assessment per USACE/Caltrans MOU	\$ 25,930.48	\$ 21,314.85	\$ 4,615.62
5.14	Draft CEQA Initial Study / Mitigated Negative Declaration (IS/MND) per CEQA and Palm Springs CEQA Rules	\$ 10,191.85	\$ 8,377.70	\$ 1,814.15
5.15	Bureau of Indian Affairs Consultation & NEPA and Section 106 Clearances	\$ 4,907.39	\$ 4,033.87	\$ 873.52
5.16	Circulate Draft Environmental Document & Respond Comments	\$ 2,295.22	\$ 1,886.67	\$ 408.55
5.17	Final Environmental Assessment Document (MND/FONSI)	\$ 3,388.18	\$ 2,785.08	\$ 603.10
5.18	File Notice of Determination (CEQA)	\$ 655.78	\$ 539.05	\$ 116.73
5.19	Publish Notice in Federal Register	\$ 1,136.68	\$ 934.35	\$ 202.33
5.20	USACE Section 404 Permit and NEPA Clearance, US EPA/State RWQCB Section 401 Water Quality Certifications	\$ 33,141.31	\$ 27,242.15	\$ 5,899.15
5.21	CDFG 1602 Streambed Alteration Agreement	\$ 7,257.25	\$ 5,965.46	\$ 1,291.79
Subtotal Labor Cost		\$ 1,126,382.33	\$ 925,886.27	\$ 200,496.05
Other Direct Cost (ODC)		\$ 33,608.00	\$ 27,625.78	\$ 5,982.22
Total Costs		\$ 1,159,990.33	\$ 953,512.05	\$ 206,478.28

* 88.53% of HBP-participating costs will be reimbursed by Caltrans.

Cost Proposal Summary - Phase I Project Approval and Environmental Document (PA&ED)

Project Name: Ramon Road Widening from San Luis Rey Drive to Landau Boulevard, including the Whitewater River Bridge
 Federal Project Number: BHLS-5282 (040)

Caltrans EA No.: 08-925238

Date: 11/2/2011

Consultant	Contact Information	Project Role	Proposed Cost
CNS Engineers, Inc.	10370 Hemet Street, Suite 230 Riverside, CA 92503 Contact person: James J. Lu Phone: (951) 687-1005, ext.104 Fax: (951) 667-3387 Title: Principal Email: james.lu@cnseng.com	Prime Consultant	\$368,560.33
Terra Nova Planning & Research, Inc.	42635 Melanie Place, Suite 101 Palm Desert, CA 92211 Contact person: John Criste Phone: (760) 341-4800 Fax: (760) 341-4455 Title: President Email: jcriste@terranovalplanning.com	Sub-Consultant	\$318,406.71
MSA Consulting, Inc.	34200 Bob Hope Drive Rancho Mirage, CA 92270 Contact person: Paul Sepulveda Phone: (760) 320-9811 Fax: (760) 323-7893 Title: Project Director Email: psepulveda@msaconsultinginc.com	Sub-Consultant	\$162,077.00
AEI-CASC Engineering, Inc.	937 S. Via Lata, Suite 500 Colton, CA 92324 Contact person: Ceazar Aguilar Phone: (909) 783-0101 Fax: (909) 783-0108 Title: Principal Email: caguilar@aei-casc.com	Sub-Consultant	\$151,727.46
Converse Consultants, Inc.	10391 Corporate Drive Redlands, CA 92374 Contact person: Hashmi Quazi Phone: (909) 796-0544 Fax: (909) 796-7675 Title: Principal Engineer Email: hquazi@converseconsultants.com	Sub-Consultant	\$32,212.51
Overland, Pacific & Cutler, Inc.	41555 Cook St, Suite 250 Palm Desert, CA 92260 Contact person: John Cutler Phone: (760) 776-1238 Fax: (760) 776-1636 Title: Principal Email: jCutler@opcservices.com	Sub-Consultant	\$44,548.67
TKD Associates, Inc.	71-711 San Jacinto Dr., Suite C Rancho Mirage, CA 92270 Contact person: Tom Doczi Phone: (760) 776-1751 Fax: (760) 776-1753 Title: President Email: TDoczi@tkdinc.net	Sub-Consultant	\$26,269.20
Value Management Strategies, Inc.	613 W. Valley Parkway, Suite 240 Escondido, CA 92025 Contact person: Cheryl Morgan Kramer Phone: (760) 741-5518 Fax: (760) 741-5617 Title: Director Email: CherylK@vms-inc.com	Sub-Consultant	\$56,188.44
Total Cost			\$1,159,990.33

**CITY OF PALM SPRINGS
COST PROPOSAL**

Federal Project No. BHLS-5282(040)

Caltrans EA No. 08-925238

Project Name: **Environmental Services for Ramon Road Widening
between San Luis Rey Drive and Landau Boulevard**

Date: 11/2/2011

Consultant: **CNS Engineers, Inc.**

DIRECT LABOR

Classification	Name	Range	Hours	Hourly Rate	Total
Project Manager / Principal					
Bridge Engineer	James J. Lu		860 @	\$ 66.50	\$ 57,190.00
Senior Bridge Engineer	Quyet Nguyen		388 @	\$ 45.00	\$ 17,460.00
Bridge Project Engineer	Lalit Maharjan		1024 @	\$ 39.00	\$ 39,936.00
CADD Technician	Nan Li		270 @	\$ 29.15	\$ 7,870.50
Project Administrator	Lily Huang		48 @	\$ 46.00	\$ 2,208.00
			0 @	\$ -	\$ -
			0 @	\$ -	\$ -
			0 @	\$ -	\$ -

Subtotal Direct Labor Costs \$ 124,664.50
 Anticipated Salary Increases (3.5%) \$ 4,363.26

Total Direct Labor Costs (DLC) \$ 129,027.76

INDIRECT COSTS

	Rate	Total
Fringe Benefits (FB)	51.83 %	\$ 66,875.09
General Overhead (GO)	102.21 %	\$ 131,879.27
Total (* Combined FB and GO)	154.04 %	\$ 198,754.36

Total Indirect Costs (IC) \$ 198,754.36

FEE (PROFIT)

	Rate	Total
	10 %	\$ 32,778.21

Fee (DLC+IC) \$ 32,778.21

OTHER DIRECT COSTS (ODC)

(ODC is actual cost to be reimbursed with supporting documentation.)

1. Reproduction/Plotting	\$ 1,500.00
2. Conference Calls	\$ 1,500.00
3. Transportation/Travel/Parking (Mileage will be IRS standard rate.)	\$ 3,500.00
4. Mailing/Overnight/Special Deliveries	\$ 1,500.00

Total Other Direct Costs \$ 8,000.00

SUBCONTRACTOR COSTS

Terra Nova Planning & Research, Inc. (Environmental)	\$ 318,406.71
MSA Consulting, Inc. (Roadway)	\$ 162,077.00
AEI-CASC Consulting, Inc. (Drainage)	\$ 151,727.46
Converse Consultants (Geotechnical)	\$ 32,212.51
Overland, Pacific & Cutler, Inc. (Right of Way and Utility Prior Right)	\$ 44,548.67
TKD Associates, Inc. (Bridge Aesthetics)	\$ 26,269.20
Value Management Strategies, Inc. (VA Study)	\$ 56,188.44

Total Subcontractor Costs \$ 791,430.00

TOTAL COST

\$1,159,990.33

**CITY OF PALM SPRINGS
Cost Proposal - Man Hour Worksheet**

Project Name: Environmental Services for Ramon Road Widening between San Luis Rey Drive and Landau Boulevard
 Federal Project No. BHLS-5282(040) Caltrans EA No. 08-925238
 Consultant: CNS Engineers, Inc.

Date: 11/2/2011

Task No.	Task Description	Project Manager / Principal Bridge Engineer	Senior Bridge Engineer	Bridge Project Engineer	CRIS Technicians	Project Administrative	0	0	0	Total Hours	Labor Cost	Subconsultants Labor Cost	Subtotal Labor Cost
	Billing Rate	\$ 192.33	\$ 130.15	\$ 112.80	\$ 84.31	\$ 133.04	\$ -	\$ -	\$ -				
Phase I: Project Approval and Environmental Document (PA&ED)													
1.0	Project Management												
1.01	Project Administration and Project Controls	360		120		48				528	\$ 89,162.14	\$ 25,072.50	\$ 114,234.64
1.02	Meetings and Coordination	180		64						244	\$ 41,839.22	\$ 49,152.69	\$ 90,991.92
1.03	Quality Assurance and Quality Control	89	89							176	\$ 28,378.71	\$ 6,376.33	\$ 34,754.94
1.04	Local Assistance Funding/Programming Supports	64		89						144	\$ 21,333.20	\$ -	\$ 21,333.20
2.0	Data Collection and Research			20						20	\$ 2,255.95	\$ 16,657.77	\$ 18,913.72
3.0	Field Review and Site Assessment	8	8	8						24	\$ 3,482.26	\$ 5,871.93	\$ 9,354.20
4.0	Preliminary Engineering												
4.01	Surveying and Aerial Topographic Mapping									0	\$ -	\$ 34,617.46	\$ 34,617.46
4.02	Right of Way Research and Base Mapping									0	\$ -	\$ 25,513.06	\$ 25,513.06
4.03	Utility Research, Notification and Mapping									0	\$ -	\$ 13,776.37	\$ 13,776.37
4.04	Traffic Study									0	\$ -	\$ 44,080.75	\$ 44,080.75
4.05	Preliminary Roadway/Bridge Foundation Reports									0	\$ -	\$ 29,612.51	\$ 29,612.51
4.06	Roadway Alternatives Study and Geometric Approval Drawings	24	40	89	110					262	\$ 29,022.24	\$ 59,072.30	\$ 88,094.54
4.07	Preliminary Right of Way Study and Cost Estimates									0	\$ -	\$ 30,585.21	\$ 30,585.21
4.08	Bridge Aesthetics and Approach Landscape Modification Study									0	\$ -	\$ 19,873.38	\$ 19,873.38
4.09	Preliminary Street Lighting Study									0	\$ -	\$ 4,695.82	\$ 4,695.82
4.10	Roadway Drainage Study									0	\$ -	\$ 7,548.71	\$ 7,548.71
4.11	Floodplain, Bridge Hydraulics and Sediment Transport Analyses									0	\$ -	\$ 45,355.12	\$ 45,355.12
4.12	Preliminary Channel Improvements Plans									0	\$ -	\$ 10,936.07	\$ 10,936.07
4.13	Conditional Letter of Map Revision (CLOMR)									0	\$ -	\$ 10,592.08	\$ 10,592.08
4.14	Bridge Type Selection Study	40	200	400	120					760	\$ 88,959.68	\$ -	\$ 88,959.68
4.15	Preliminary Cost Estimates	8	8	48						64	\$ 7,994.17	\$ 9,285.65	\$ 17,279.81
4.16	Project Report (Equivalent)	64	40	180	40					324	\$ 41,191.36	\$ -	\$ 41,191.36
4.17	Value Analysis Study	24	4	16						44	\$ 6,941.39	\$ 55,979.74	\$ 62,921.12
5.0	Environmental Document (CEQA/NEPA)												
5.01	Public Scope, Commission & Council Meetings									0	\$ -	\$ 4,639.62	\$ 4,639.62
5.02	Preliminary Environmental Study (PES)									0	\$ -	\$ 6,721.70	\$ 6,721.70
5.03	Noise Study									0	\$ -	\$ 32,437.36	\$ 32,437.36
5.04	Air Quality									0	\$ -	\$ 17,121.22	\$ 17,121.22
5.05	Phase I Initial Site Assessment and ADL Surveys									0	\$ -	\$ 12,129.12	\$ 12,129.12
5.06	Water Quality Assessment Report and Preliminary SWPPP									0	\$ -	\$ 18,693.84	\$ 18,693.84
5.07	Location Hydraulic Study & Summary Floodplain Encroachment Report									0	\$ -	\$ 8,029.35	\$ 8,029.35
5.08	Biological Resources Study (Natural Environmental Study and Biological Assessment)									0	\$ -	\$ 23,377.36	\$ 23,377.36
5.09	Wetland and Jurisdictional Delineation and Assessment									0	\$ -	\$ 5,762.43	\$ 5,762.43
5.10	Visual Impact Assessment									0	\$ -	\$ 22,524.85	\$ 22,524.85
5.11	Community Impact Assessment									0	\$ -	\$ 6,563.22	\$ 6,563.22

**CITY OF PALM SPRINGS
Cost Proposal - Man Hour Worksheet**

Project Name: Environmental Services for Ramon Road Widening between San Luis Rey Drive and Landau Boulevard
 Federal Project No. BHLS-5282(040) Caltrans EA No. 08-925238 Date: 11/2/2011
 Consultant: CNS Engineers, Inc.

Task No.	Task Description	Project Manager/ Principal Bridge Engineer	Senior Bridge Engineer	Bridge Project Engineer	CAJEB Technician	Project Administrator	"	"	"	Total Hours	Labor Cost	Subconsultants Labor Cost	Subtotal Labor Cost	
	Billing Rate	\$ 192.33	\$ 130.15	\$ 112.80	\$ 84.31	\$ 133.04	\$ -	\$ -	\$ -					
5.12	Cultural Resources Study (APE/HPSR/ASR)									0	\$ -	\$ 14,262.43	\$ 14,262.43	
5.13	Draft NEPA Environmental Assessment per USACE/Caltrans MOU									0	\$ -	\$ 25,930.48	\$ 25,930.48	
5.14	Draft CEQA Initial Study / Mitigated Negative Declaration (IS/MND) per CEQA and Palm Springs CEQA Rules									0	\$ -	\$ 10,191.85	\$ 10,191.85	
5.15	Bureau of Indian Affairs Consultation & NEPA and Section 106 Clearances									0	\$ -	\$ 4,907.39	\$ 4,907.39	
5.16	Circulate Draft Environmental Document & Respond Comments									0	\$ -	\$ 2,295.22	\$ 2,295.22	
5.17	Final Environmental Assessment Document (MND/FONSI)									0	\$ -	\$ 3,388.18	\$ 3,388.18	
5.18	File Notice of Determination (CEQA)									0	\$ -	\$ 655.78	\$ 655.78	
5.19	Publish Notice in Federal Register									0	\$ -	\$ 1,136.68	\$ 1,136.68	
5.20	USACE Section 404 Permit and NEPA Clearance, US EPA/State RWQCB Section 401 Water Quality Certifications									0	\$ -	\$ 33,141.31	\$ 33,141.31	
5.21	CDFG 1602 Streambed Alteration Agreement									0	\$ -	\$ 7,257.25	\$ 7,257.25	
Subtotal Hours		860	388	1024	270	48	0	0	0	2590	Subtotal Labor Cost		\$ 1,126,382.33	
Total Hours		860	388	1024	270	48	0	0	0	2590	Subtotal ODC		\$ 33,608.00	
												Total Cost w/ ODC		\$1,159,990.33

**CITY OF PALM SPRINGS
COST PROPOSAL**

Federal Project No. BHLS-5282(040)

Caltrans EA No. 08-925238

Project Name: **Environmental Services for Ramon Road Widening
between San Luis Rey Drive and Landau Boulevard**

Date: 11/2/2011

Consultant: **Terra Nova Planning & Research, Inc.**

DIRECT LABOR

Classification	Name	Range	Hours	Hourly Rate	Total
Senior Project Manager (SPM)	John Criste		446.5 @	\$ 70.00	\$ 31,255.00
Senior Environ Planner (SEP)	O. Ervin/Q. Kinnebrew		721 @	\$ 34.00	\$ 24,514.00
Associate Environ Planner (AEP)	Andrea Randall		261 @	\$ 34.00	\$ 8,874.00
Planning Tech (PT)	Kelly Clark		38 @	\$ 24.00	\$ 912.00
Project Administrator (PA)	Nicole Criste		22 @	\$ 70.00	\$ 1,540.00
CADD Technician (CAD)	Teri Wilson		56 @	\$ 24.00	\$ 1,344.00
Clerical (CLR)	D. Allen/K. Cuza		124 @	\$ 22.00	\$ 2,728.00
			0 @	\$ -	\$ -
			0 @	\$ -	\$ -

Subtotal Direct Labor Costs \$ 71,167.00
Anticipated Salary Increases (3.5%) \$ 2,490.85

Total Direct Labor Costs (DLC) \$ 73,657.85

INDIRECT COSTS

	Rate	Total
Fringe Benefits (FB)	33 %	\$ 24,307.09
General Overhead (GO)	107 %	\$ 78,813.89
Total (* Combined FB and GO)	140 %	\$ 103,120.98

Total Indirect Costs (IC) \$ 103,120.98

FEE (PROFIT)

	Rate	Total
	10 %	\$ 17,677.88

Fee (DLC+IC) \$ 17,677.88

OTHER DIRECT COSTS (ODC)

(ODC is actual cost to be reimbursed with supporting documentation.)

1. Reproduction/Plotting	\$ 2,800.00
2. Conference Calls	\$ 1,000.00
3. Transportation/Travel/Parking (Mileage will be IRS standard rate.)	\$ -
4. Mailing/Overnight/Special Deliveries	\$ 2,750.00

Total Other Direct Costs \$ 6,550.00

SUBCONTRACTOR COSTS

Urban Crossroads (Noise Study)	\$ 29,000.00
CRM Tech (Cultural Study)	\$ 12,000.00
VisionScape (Visual Simulations)	\$ 18,000.00
AMEC (Biology)	\$ 21,500.00
Urban Crossroads (Traffic Study)	\$ 36,900.00
	\$ -
	\$ -

Total Subcontractor Costs \$ 117,400.00

TOTAL COST

\$318,406.71

**CITY OF PALM SPRINGS
Cost Proposal - Man Hour Worksheet**

Project Name: Environmental Services for Ramon Road Widening between San Luis Rey Drive and Landau Boulevard
Federal Project No. BHLS-5282(040) Caltrans EA No. 08-925238
Consultant: Terra Nova Planning & Research, Inc.

Date: 11/2/2011

Task No.	Task Description	Senior Project Manager (SPM)	Senior Planner (SP)	Associate Planner (AEP)	Planning Tech (PT)	Project Administrator (PA)	CAASD Technician (CST)	Client/UTR	U	Ø	Total Hours	Labor Cost	Subconsultant Labor Cost	Subtotal Labor Cost
	Billing Rate	\$ 191.27	\$ 92.90	\$ 92.90	\$ 65.58	\$ 191.27	\$ 65.58	\$ 60.11	\$ -	\$ -				
Phase I: Project Approval and Environmental Document (PA&ED)														
1.0 Project Management														
1.01	Project Administration and Project Controls	88	32	32		12					164	\$ 25,072.50	\$ -	\$ 25,072.50
1.02	Meetings and Coordination	40	16								56	\$ 9,137.15	\$ -	\$ 9,137.15
1.03	Quality Assurance and Quality Control										0	\$ -	\$ -	\$ -
1.04	Local Assistance Funding/Programming Supports										0	\$ -	\$ -	\$ -
2.0	Data Collection and Research	30	20	30	8						78	\$ 8,995.06	\$ -	\$ 8,995.06
3.0	Field Review and Site Assessment										0	\$ -	\$ -	\$ -
4.0 Preliminary Engineering														
4.01	Surveying and Aerial Topographic Mapping										0	\$ -	\$ -	\$ -
4.02	Right of Way Research and Base Mapping										0	\$ -	\$ -	\$ -
4.03	Utility Research, Notification and Mapping										0	\$ -	\$ -	\$ -
4.04	Traffic Study	30	12								42	\$ 7,180.75	\$ 30,500.00	\$ 44,080.75
4.05	Preliminary Roadway/Bridge Foundation Reports										0	\$ -	\$ -	\$ -
4.06	Roadway Alternatives Study and Geometric Approval Drawings										0	\$ -	\$ -	\$ -
4.07	Preliminary Right of Way Study and Cost Estimates										0	\$ -	\$ -	\$ -
4.08	Bridge Aesthetics and Approach Landscape Modification Study										0	\$ -	\$ -	\$ -
4.09	Preliminary Street Lighting Study										0	\$ -	\$ -	\$ -
4.10	Roadway Drainage Study										0	\$ -	\$ -	\$ -
4.11	Floodplain, Bridge Hydraulics and Sediment Transport Analyses										0	\$ -	\$ -	\$ -
4.12	Preliminary Channel Improvements Plans										0	\$ -	\$ -	\$ -
4.13	Conditional Letter of Map Revision (CLOMR)										0	\$ -	\$ -	\$ -
4.14	Bridge Type Selection Study										0	\$ -	\$ -	\$ -
4.15	Preliminary Cost Estimates										0	\$ -	\$ -	\$ -
4.16	Project Report (Equivalent)										0	\$ -	\$ -	\$ -
4.17	Value Analysis Study										0	\$ -	\$ -	\$ -
5.0 Environmental Document (CEQA/NEPA)														
5.01	Public Scope, Commission & Council Meetings	19		3			6	4			33	\$ 4,639.62	\$ -	\$ 4,639.62
5.02	Preliminary Environmental Study (PES)	5	40	7		4	6	4			66	\$ 6,721.70	\$ -	\$ 6,721.70
5.03	Noise Study	10		15			2				27	\$ 3,437.36	\$ 29,000.00	\$ 32,437.36
5.04	Air Quality	22	110	25			2	4			163	\$ 17,121.22	\$ -	\$ 17,121.22
5.05	Phase I Initial Site Assessment and ADL Surveys	60.5	6								66.5	\$ 12,129.12	\$ -	\$ 12,129.12
5.06	Water Quality Assessment Report and Preliminary SWPPP										0	\$ -	\$ -	\$ -
5.07	Location Hydraulic Study & Summary Floodplain Encroachment Report										0	\$ -	\$ -	\$ -
5.08	Biological Resources Study (Natural Environmental Study and Biological Assessment)	6	24	16			6	3			54	\$ 5,377.36	\$ 18,000.00	\$ 23,377.36
5.09	Wetland and Jurisdictional Delineation and Assessment	6	12								18	\$ 2,262.43	\$ 3,500.00	\$ 5,762.43
5.10	Visual Impact Assessment	6	6	24	3		6				45	\$ 4,524.85	\$ 18,000.00	\$ 22,524.85
5.11	Community Impact Assessment	12	38		10			6			63	\$ 6,563.22	\$ -	\$ 6,563.22
5.12	Cultural Resources Study (APE/HPSR/ASR)	4		12	2		2	2			22	\$ 2,262.43	\$ 12,000.00	\$ 14,262.43
5.13	Draft NEPA Environmental Assessment per USACE/Caltrans MOU	24	175	25	10	6	10	5			255	\$ 25,930.48	\$ -	\$ 25,930.48

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**CITY OF PALM SPRINGS
Cost Proposal - Man Hour Worksheet**

Project Name: Environmental Services for Ramon Road Widening between San Luis Rey Drive and Landau Boulevard
 Federal Project No. BHLS-5282(040) Caltrans EA No. 08-925238
 Consultant: Terra Nova Planning & Research, Inc.

Date: 11/2/2011

Task No.	Task Description	Senior Project Manager (SPM)	Senior Planner (SP)	Associate Planner (AP)	Planning Tech (PT)	Project Administrator (PA)	CADD Technician (CAD)	Client (CR)			Total Hours	Labor Cost	Subconsultants Labor Cost	Subtotal Labor Cost	
	Billing Rate	\$ 191.27	\$ 92.00	\$ 92.00	\$ 65.58	\$ 191.27	\$ 65.58	\$ 60.11	\$ -	\$ -					
5.14	Draft CEQA Initial Study / Mitigated Negative Declaration (IS/MND) per CEQA and Palm Springs CEQA Rules	6	15	40			5	60			126	\$ 10,194.85	\$ -	\$ 10,194.85	
5.15	Bureau of Indian Affairs Consultation & NEPA and Section 106 Clearances	12	12	14	3						41	\$ 4,907.39	\$ -	\$ 4,907.39	
5.16	Circulate Draft Environmental Document & Respond Comments	12									12	\$ 2,295.22	\$ -	\$ 2,295.22	
5.17	Final Environmental Assessment Document (MND/FONSI)	8		16	2			4			30	\$ 3,388.18	\$ -	\$ 3,388.18	
5.18	File Notice of Determination (CEQA)	2			1			3			6	\$ 655.78	\$ -	\$ 655.78	
5.19	Publish Notice in Federal Register	4	4								8	\$ 1,136.68	\$ -	\$ 1,136.68	
5.20	USACE Section 404 Permit and NEPA Clearance, US EPA/State RWQCB Section 401 Water Quality Certifications	34	162				6	22			224	\$ 23,269.12	\$ -	\$ 23,269.12	
5.21	CDPG 1602 Streambed Alteration Agreement	16	40					8			64	\$ 7,257.25	\$ -	\$ 7,257.25	
	Subtotal Hours	446.5	721	261	38	22	56	124	0	0	1668.5			Subtotal Labor Cost	\$ 311,856.71
	Total Hours	446.5	721	261	38	22	56	124	0	0	1668.5			Subtotal ODC	\$ 6,550.00
														Total Cost w/ ODC	\$ 318,406.71

**CITY OF PALM SPRINGS
COST PROPOSAL**

Federal Project No. BHLS-5282(040)

Caltrans EA No. 08-925238

Project Name: **Environmental Services for Ramon Road Widening
between San Luis Rey Drive and Landau Boulevard**

Date: 11/2/2011

MSA Consulting, Inc.

DIRECT LABOR

Classification	Name	Range	Hours	Hourly Rate	Total
Project Engineer	Julian De La Torre		30 @	\$ 66.00	\$ 1,980.00
Project Manager	Paul Sepulveda		126 @	\$ 59.00	\$ 7,434.00
Senior Designer	Jaime San Agustin		188 @	\$ 39.00	\$ 7,332.00
CADD Technician	Sky Smith		192 @	\$ 30.40	\$ 5,836.80
Director of Survey and Mapping	Chuck Harris		44 @	\$ 59.00	\$ 2,596.00
Senior Surveyor	Tony Maddox		126 @	\$ 45.65	\$ 5,751.90
Senior Surveying Technician	Ed Hernandez		52 @	\$ 39.00	\$ 2,028.00
CADD Designer	Arturo Espino		112 @	\$ 30.40	\$ 3,404.80
Assistant Planner	Jesus Herrera-Cortes		2 @	\$ 28.75	\$ 57.50
Two-Man Survey Crew	Jason Kirkland/Matthew Kime		116 @	\$ 67.25	\$ 7,801.00
Director of Utility Services	Jack Fox		162 @	\$ 45.65	\$ 7,395.30
Utilities Coordinator	Tom Lynch		32 @	\$ 30.40	\$ 972.80

Subtotal Direct Labor Costs \$ 52,590.10
Anticipated Salary Increases (3.5%) \$ 1,840.65

Total Direct Labor Costs (DLC) \$ 54,430.75

INDIRECT COSTS

	Rate	Total
Fringe Benefits (FB)	20 %	\$ 10,886.15
General Overhead (GO)	136 %	\$ 74,025.82
Total (* Combined FB and GO)	156 %	\$ 84,911.98
Total Indirect Costs (IC)		\$ 84,911.98

FEE (PROFIT)

	Rate	Total
Fee (DLC+IC)	10 %	\$ 13,934.27
		\$ 13,934.27

OTHER DIRECT COSTS (ODC)

(ODC is actual cost to be reimbursed with supporting documentation.)

1. Reproduction/Plotting	\$ -
2. Conference Calls	\$ -
3. Transportation/Travel/Parking (Mileage will be IRS standard rate.)	\$ -
4. Mailing/Overnight/Special Deliveries	\$ -

Total Other Direct Costs \$ -

SUBCONTRACTOR COSTS

Aerial Photo	\$ 8,800.00
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -

Total Subcontractor Costs \$ 8,800.00

TOTAL COST

\$162,077.00

**CITY OF PALM SPRINGS
Cost Proposal - Man Hour Worksheet**

Project Name: Environmental Services for Ramon Road Widening between San Luis Rey Drive and Landau Boulevard
Federal Project No. BHLS-5282(040) Caltrans EA No. 08-925238
Consultant: MSA Consulting, Inc.

Date: 11/2/2011

Task No.	Task Description	Project Engineer	Project Manager	Senior Designer	PE/AD Technician	Director of Survey and Planning	Senior Surveyor	Senior Geomatics Technician	Chief Estimator	Account Planner	Technical Service Officer	Director of Public Services	Public Involvement	Total Hours	Labor Cost	Subconsultants Labor Cost	Subtotal Labor Cost
Billing Rate		\$ 192.36	\$ 171.06	\$ 113.67	\$ 88.60	\$ 171.06	\$ 133.05	\$ 113.67	\$ 88.60	\$ 83.70	\$ 196.00	\$ 133.05	\$ 88.60				
Phase I: Project Approval and Environmental Document (PA&ED)																	
1.0 Project Management																	
1.01	Project Administration and Project Controls													0	\$ -	\$ -	\$ -
1.02	Meetings and Coordination													0	\$ -	\$ -	\$ -
1.03	Quality Assurance and Quality Control													0	\$ -	\$ -	\$ -
1.04	Local Assistance Funding/Programming Supports													0	\$ -	\$ -	\$ -
2.0	Data Collection and Research			8		4	8							20	\$ 3,127.91	\$ -	\$ 3,127.91
3.0	Field Review and Site Assessment	2	16											20	\$ 3,303.65	\$ -	\$ 3,303.65
4.0 Preliminary Engineering																	
4.01	Surveying and Aerial Topographic Mapping					8	14	40						154	\$ 25,817.46	\$ 8,800.00	\$ 34,617.46
4.02	Right of Way Research and Base Mapping					4	44	12	48			24		132	\$ 16,863.06	\$ -	\$ 16,863.06
4.03	Utility Research, Notification and Mapping												64	32	\$ 11,350.46	\$ -	\$ 11,350.46
4.04	Traffic Study													0	\$ -	\$ -	\$ -
4.05	Preliminary Roadway/Bridge Foundation Reports													0	\$ -	\$ -	\$ -
4.06	Roadway Alternatives Study and Geometric Approval Drawings	24	90	128	192	16							48	488	\$ 59,072.30	\$ -	\$ 59,072.30
4.07	Preliminary Right of Way Study and Cost Estimates					8	60		64					132	\$ 15,029.22	\$ -	\$ 15,029.22
4.08	Bridge Aesthetics and Approach Landscape Modification Study													0	\$ -	\$ -	\$ -
4.09	Preliminary Street Lighting Study													0	\$ -	\$ -	\$ -
4.10	Roadway Drainage Study	2	2	60										64	\$ 7,548.71	\$ -	\$ 7,548.71
4.11	Floodplain, Bridge Hydraulics and Sediment Transport Analyses													0	\$ -	\$ -	\$ -
4.12	Preliminary Channel Improvements Plans													0	\$ -	\$ -	\$ -
4.13	Conditional Letter of Map Revision (CLOMR)													0	\$ -	\$ -	\$ -
4.14	Bridge Type Selection Study													0	\$ -	\$ -	\$ -
4.15	Preliminary Cost Estimates	2	8											0	\$ -	\$ -	\$ -
4.16	Project Report (Equivalent)												42	52	\$ 7,348.48	\$ -	\$ 7,348.48
4.17	Value Analysis Study		12			4								0	\$ -	\$ -	\$ -
5.0	Environmental Document (CEQA/NEPA)													24	\$ 3,815.74	\$ -	\$ 3,815.74
5.01	Public Scope, Commission & Council Meetings													0	\$ -	\$ -	\$ -
5.02	Preliminary Environmental Study (PES)													0	\$ -	\$ -	\$ -
5.03	Noise Study													0	\$ -	\$ -	\$ -
5.04	Air Quality													0	\$ -	\$ -	\$ -
5.05	Phase I Initial Site Assessment and ADL Surveys													0	\$ -	\$ -	\$ -
5.06	Water Quality Assessment Report and Preliminary SWPPP													0	\$ -	\$ -	\$ -
5.07	Location Hydraulic Study & Summary Floodplain Encroachment Report													0	\$ -	\$ -	\$ -
5.08	Biological Resources Study (Natural Environmental Study and Biological Assessment)													0	\$ -	\$ -	\$ -
5.09	Wetland and Jurisdictional Delineation and Assessment													0	\$ -	\$ -	\$ -
5.10	Visual Impact Assessment													0	\$ -	\$ -	\$ -
5.11	Community Impact Assessment													0	\$ -	\$ -	\$ -
5.12	Cultural Resources Study (APE/HPSR/ASR)													0	\$ -	\$ -	\$ -
5.13	Draft NEPA Environmental Assessment per USACE/Caltrans MOU													0	\$ -	\$ -	\$ -
5.14	Draft CEQA Initial Study / Mitigated Negative Declaration (IS/MND) per CEQA and Palm Springs CEQA Rules													0	\$ -	\$ -	\$ -
5.15	Bureau of Indian Affairs Consultation & NEPA and Section 106 Clearances													0	\$ -	\$ -	\$ -
5.16	Circulate Draft Environmental Document & Respond Comments													0	\$ -	\$ -	\$ -

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**CITY OF PALM SPRINGS
Cost Proposal - Man Hour Worksheet**

Project Name: Environmental Services for Ramon Road Widening between San Luis Rey Drive and Landau Boulevard
 Federal Project No. BHLS-5282(040) Caltrans EA No. 08-925238
 Consultant: MSA Consulting, Inc.

Date: 11/2/2011

Task No	Task Description	Project Engineer	Project Manager	Senior Designer	CAD/In- struction	Release of Drawings and Materials	Senior Staff/Other	Project Staff/Other	CAD/In- struction	Project Staff/Other	Project Staff/Other	Project Staff/Other	Project Staff/Other	Total Hours	Labor Cost	Subcontractors Labor Cost	Subtotal Labor Cost
	Billing Rate	\$ 192.36	\$ 171.96	\$ 113.67	\$ 88.60	\$ 171.96	\$ 133.05	\$ 113.67	\$ 88.60	\$ 83.79	\$ 196.60	\$ 133.05	\$ 88.60				
5.17	Final Environmental Assessment Document (MND/FONSI)													0	\$ -	\$ -	\$ -
5.18	File Notice of Determination (CEQA)													0	\$ -	\$ -	\$ -
5.19	Publish Notice in Federal Register													0	\$ -	\$ -	\$ -
5.20	USACE Section 404 Permit and NEPA Clearance, US EPA/State RWQCB Section 401 Water Quality Certifications													0	\$ -	\$ -	\$ -
5.21	CDFG 1602 Streambed Alteration Agreement													0	\$ -	\$ -	\$ -
	Subtotal Hours	30	126	188	192	44	126	52	112	2	116	162	32	1182			Subtotal Labor Cost \$ 162,077.00
	Total Hours	30	126	188	192	44	126	52	112	2	116	162	32	1182			Subtotal ODC \$ -
																	Total Cost w/ ODC \$ 162,077.00

**CITY OF PALM SPRINGS
COST PROPOSAL**

Federal Project No. BHLS-5282(040)

Caltrans EA No. 08-925238

Project Name: **Environmental Services for Ramon Road Widening
between San Luis Rey Drive and Landau Boulevard**

Date: 11/2/2011

Consultant: **AEI-CASC Consulting, Inc.**

DIRECT LABOR

Classification	Name	Range	Hours	Initial Hourly Rate	Total
Senior Project Manager	Ceazar Aguilar		259 @	\$ 71.94	\$ 18,632.46
Senior Project Manager	Jeff Endicott		36 @	\$ 57.00	\$ 2,052.00
Senior Hydraulic Engineer	Hank Fehlman		112 @	\$ 50.00	\$ 5,600.00
Design Engineer	Ryan Cummins		402 @	\$ 23.00	\$ 9,246.00
Project Engineer	Mark Swanson		110 @	\$ 33.00	\$ 3,630.00
Senior Design Engineer	Sam Cruz		24 @	\$ 42.00	\$ 1,008.00
Design Engineer	Leovi Boyon		116 @	\$ 20.00	\$ 2,320.00
Senior CADD Technician	Genevieve Smith		249 @	\$ 24.00	\$ 5,976.00
			0 @	\$ -	\$ -
Clerical	Michelle Furlong		44 @	\$ 20.00	\$ 880.00

Subtotal Direct Labor Costs \$ 49,344.46
Anticipated Salary Increases (3.5%) \$ 1,727.06

Total Direct Labor Costs (DLC) \$ 51,071.52

INDIRECT COSTS

		Total
Fringe Benefit (FB)	20 %	\$ 10,214.30
General Overhead (GO)	139.4 %	\$ 71,193.69
Total (* Combined FB and GO)	159.4 %	\$ 81,408.00
Total Indirect Costs (IC)		\$ 81,408.00

FEE (PROFIT)

Rate	Total
10 %	\$ 13,247.95
Fee (DLC+FB+IC)	\$ 13,247.95

OTHER DIRECT COSTS (ODC)

(ODC is actual cost to be reimbursed with supporting documentation.)

1. Reproduction/Plotting	\$ 5,000.00
2. Conference Calls	\$ -
3. Transportation/Travel/Parking (Mileage will be IRS standard rate.)	\$ 800.00
4. Mailing/Overnight/Special Deliveries	\$ 200.00

Total Other Direct Costs \$ 6,000.00

SUBCONTRACTOR COSTS

\$ -
\$ -
\$ -

Total Subcontractor Costs \$ -

TOTAL COST

\$ 151,727.46

**CITY OF PALM SPRINGS
Cost Proposal - Man Hour Worksheet**

Project Name: Environmental Services for Ramon Road Widening between San Luis Rey Drive and Landau Boulevard
 Federal Project No. BHLS-5282(040) Caltrans EA No. 08-925238 Date: 11/2/2011
 Consultant: AEI-CASC Consulting, Inc.

Task No.	Task Description	Senior Project Manager	Senior District Manager	Senior Hydraulic Engineer	Design Engineer	Project Engineer	Senior Design Engineer	Design Engineer	Senior CAPEI Technician	0	Other	Total Hours	Labor Cost	Subconsultants Labor Cost	Subtotal Labor Cost
Billing Rate		\$212.46	\$168.34	\$147.66	\$67.93	\$97.46	\$124.04	\$59.07	\$70.88	\$0.00	\$59.07				
Phase I: Project Approval and Environmental Document (PA&ED)															
1.0 Project Management															
1.01	Project Administration and Project Controls											0	\$ -	\$ -	\$ -
1.02	Meetings and Coordination	94	8	6								124	\$ 23,148.79	\$ -	\$ 23,148.79
1.03	Quality Assurance and Quality Control	16										40	\$ 6,376.23	\$ -	\$ 6,376.23
1.04	Local Assistance Funding/Programming Supports											0	\$ -	\$ -	\$ -
2.0	Data Collection and Research	8				10						18	\$ 4,534.80	\$ -	\$ 4,534.80
3.0	Field Review and Site Assessment	6		6	6							18	\$ 2,568.28	\$ -	\$ 2,568.28
4.0 Preliminary Engineering															
4.01	Surveying and Aerial Topographic Mapping											0	\$ -	\$ -	\$ -
4.02	Right of Way Research and Base Mapping											0	\$ -	\$ -	\$ -
4.03	Utility Research, Notification and Mapping											0	\$ -	\$ -	\$ -
4.04	Traffic Study											0	\$ -	\$ -	\$ -
4.05	Preliminary Roadway/Bridge Foundation Reports											0	\$ -	\$ -	\$ -
4.06	Roadway Alternatives Study and Geometric Approval Drawings											0	\$ -	\$ -	\$ -
4.07	Preliminary Right of Way Study and Cost Estimates											0	\$ -	\$ -	\$ -
4.08	Bridge Aesthetics and Approach Landscape Modification Study											0	\$ -	\$ -	\$ -
4.09	Preliminary Street Lighting Study											0	\$ -	\$ -	\$ -
4.10	Roadway Drainage Study											0	\$ -	\$ -	\$ -
4.11	Floodplain, Bridge Hydraulics and Sediment Transport Analyses	40		80	272				86		8	486	\$ 45,355.12	\$ -	\$ 45,355.12
4.12	Preliminary Channel Improvements Plans	16			24				40			130	\$ 10,936.07	\$ -	\$ 10,936.07
4.13	Conditional Letter of Map Revision (CLOMR)	24			56				32	13	4	109	\$ 10,592.08	\$ -	\$ 10,592.08
4.14	Bridge Type Selection Study											0	\$ -	\$ -	\$ -
4.15	Preliminary Cost Estimates	1			8				20			29	\$ 1,937.17	\$ -	\$ 1,937.17
4.16	Project Report (Equivalent)											0	\$ -	\$ -	\$ -
4.17	Value Analysis Study	12		4	8							24	\$ 3,683.55	\$ -	\$ 3,683.55
5.0 Environmental Document (CEQA/NEPA)															
5.01	Public Scope, Commission & Council Meetings											0	\$ -	\$ -	\$ -
5.02	Preliminary Environmental Study (PES)											0	\$ -	\$ -	\$ -
5.03	Noise Study											0	\$ -	\$ -	\$ -
5.04	Air Quality											0	\$ -	\$ -	\$ -
5.05	Phase I Initial Site Assessment and ADL Surveys											0	\$ -	\$ -	\$ -
5.06	Water Quality Assessment Report and Preliminary SWPPP	2	28			110			40			180	\$ 18,693.84	\$ -	\$ 18,693.84
5.07	Location Hydraulic Study & Summary Floodplain Encroachment Report	20		8	16				18		4	66	\$ 8,029.35	\$ -	\$ 8,029.35
5.08	Biological Resources Study (Natural Environmental Study and Biological Assessment)											0	\$ -	\$ -	\$ -
5.09	Wetland and Jurisdictional Delineation and											0	\$ -	\$ -	\$ -
5.10	Visual Impact Assessment											0	\$ -	\$ -	\$ -
5.11	Community Impact Assessment											0	\$ -	\$ -	\$ -
5.12	Cultural Resources Study (APE/HPSR/ASR)											0	\$ -	\$ -	\$ -
5.14	Draft NEPA Environmental Assessment per USACE/Caltrans MOU											0	\$ -	\$ -	\$ -

**CITY OF PALM SPRINGS
Cost Proposal - Man Hour Worksheet**

Project Name: Environmental Services for Ramon Road Widening between San Luis Rey Drive and Landau Boulevard
 Federal Project No. BHLS-5282(040) Caltrans EA No. 08-925238
 Consultant: AEI-CASC Consulting, Inc.

Date: 11/2/2011

Task No	Task Description	Senior Project Manager	Senior Project Manager	Senior Hydraulic Engineer	Design Engineer	Project Engineer	Senior Design Engineer	Design Engineer	Senior CAD/Technician	"	Cloner	Total Hours	Labor Cost	Subconsultants Labor Cost	Subtotal Labor Cost	
	Billing Rate	\$212.40	\$168.31	\$147.66	\$67.93	\$97.46	\$124.04	\$59.07	\$70.88	\$0.00	\$59.07					
5.15	Draft CEQA Initial Study / Mitigated Negative Declaration (IS/MND) per CEQA and Palm Springs CEQA Rules											0	\$ -	\$ -	\$ -	
5.16	Bureau of Indian Affairs Consultation & NEPA and Section 106 Clearances											0	\$ -	\$ -	\$ -	
5.17	Circulate Draft Environmental Document & Respond Comments											0	\$ -	\$ -	\$ -	
5.18	Final Environmental Assessment Document (MND/FONSI)											0	\$ -	\$ -	\$ -	
5.19	File Notice of Determination (CEQA)											0	\$ -	\$ -	\$ -	
5.20	Publish Notice in Federal Register											0	\$ -	\$ -	\$ -	
5.21	USACE Section 404 Permit and NEPA Clearance, US EPA/State RWQCB Section 401 Water Quality Certifications	20		8	16			24	24			96	\$ 9,872.19	\$ -	\$ 9,872.19	
5.20	CDFG 1602 Streambed Alteration Agreement											0	\$ -	\$ -	\$ -	
Subtotal Hours		259	36	112	402	110	24	116	249	0	44	1352			\$ 145,727.46	
Total Hours		259	36	112	402	110	24	116	249	0	44	1352			\$ 6,000.00	
															Subtotal ODC	\$ 6,000.00
															Total Cost w/ ODC	\$ 151,727.46

**CITY OF PALM SPRINGS
COST PROPOSAL**

Federal Project No. BHLS-5282(040)

Caltrans EA No. 08-925238

Project Name: **Environmental Services for Ramon Road Widening
between San Luis Rey Drive and Landau Boulevard**

Date: 11/2/2011

Consultant: **Converse Consultants**

DIRECT LABOR

Classification	Name	Range	Hours	Hourly Rate	Total
Principal-in-charge	Hashmi Quazi		8 @	\$ 117.10	\$ 936.80
Project Manager	William Chu		10 @	\$ 86.57	\$ 865.70
Senior Geologist	Scot Mathis		40 @	\$ 34.62	\$ 1,384.80
Senior Engineer	Sean Lin		62 @	\$ 31.73	\$ 1,967.26
Project Engineer	Harihar Shiwakoti		82 @	\$ 34.62	\$ 2,838.84
Project Coordinator	Charles Johnpillai		24 @	\$ 24.52	\$ 588.48
CADD Technician	Sherwyn Dumaua		16 @	\$ 17.33	\$ 277.28
Support Staff	Danielle Ertl		24 @	\$ 23.08	\$ 553.92
Laboratory Lead	Satish Jain		10 @	\$ 25.00	\$ 250.00
			0 @	\$ -	\$ -

Subtotal Direct Labor Costs \$ 9,663.08
Anticipated Salary Increases (3.5%) \$ 338.21

Total Direct Labor Costs (DLC) \$ 10,001.29

INDIRECT COSTS

	Rate	Total
Fringe Benefits (FB)	35.61 %	\$ 3,561.46
General Overhead (GO)	133.56 %	\$ 13,357.72
Total (* Combined FB and GO)	169.17 %	\$ 16,919.18
Total Indirect Costs (IC)		\$ 16,919.18

FEE (PROFIT)

	Rate	Total
	10 %	\$ 2,692.05
Fee (DLC+IC)		\$ 2,692.05

OTHER DIRECT COSTS (ODC)

(ODC is actual cost to be reimbursed with supporting documentation.)

1. Reproduction/Plotting	\$ 500.00
2. Coring/Traffic Control	\$ 1,500.00
3. Transportation/Travel/Parking (Mileage will be IRS standard rate.)	\$ 500.00
4. Mailing/Overnight/Special Deliveries	\$ 100.00

Total Other Direct Costs \$ 2,600.00

SUBCONTRACTOR COSTS

\$ -
\$ -
\$ -
\$ -
\$ -

Total Subcontractor Costs \$ -

TOTAL COST

\$32,212.51

**CITY OF PALM SPRINGS
Cost Proposal - Man Hour Worksheet**

Project Name: Environmental Services for Ramon Road Widening between San Luis Rey Drive and Landau Boulevard

Date: 11/2/2011

Federal Project No. BHLS-5282(040)

Caltrans EA No. 08-925238

Consultant: Converse Consultants

Task No.	Task Description	Principal-in-Charge	Project Manager	Senior Geologist	Senior Engineer	Project Engineer	Project Coordinator	QA/QC Technician	Support Staff	Laboratory Fee	Other	Total Hours	Labor Cost	Subconsultants Labor Cost	Subtotal Labor Cost
	Phase I: Project Approval and Environmental Document (PA&ED)														
	1.0 Project Management														
1.01	Project Administration and Project Controls											0	\$ -	\$ -	\$ -
1.02	Meetings and Coordination											0	\$ -	\$ -	\$ -
1.03	Quality Assurance and Quality Control											0	\$ -	\$ -	\$ -
1.04	Local Assistance Funding/Programming Supports											0	\$ -	\$ -	\$ -
2.0	Data Collection and Research											0	\$ -	\$ -	\$ -
3.0	Field Review and Site Assessment											0	\$ -	\$ -	\$ -
4.0	Preliminary Engineering											0	\$ -	\$ -	\$ -
4.01	Surveying and Aerial Topographic Mapping											0	\$ -	\$ -	\$ -
4.02	Right of Way Research and Base Mapping											0	\$ -	\$ -	\$ -
4.03	Utility Research, Notification and Mapping											0	\$ -	\$ -	\$ -
4.04	Traffic Study											0	\$ -	\$ -	\$ -
4.05	Preliminary Roadway/Bridge Foundation Reports	8	10	40	62	82	24	16	24	10	276	\$ 29,612.51	\$ -	\$ 29,612.51	
4.06	Roadway Alternatives Study and Geometric Approval Drawings											0	\$ -	\$ -	\$ -
4.07	Preliminary Right of Way Study and Cost Estimates											0	\$ -	\$ -	\$ -
4.08	Bridge Aesthetics and Approach Landscape											0	\$ -	\$ -	\$ -
4.09	Preliminary Street Lighting Study											0	\$ -	\$ -	\$ -
4.10	Roadway Drainage Study											0	\$ -	\$ -	\$ -
4.11	Floodplain, Bridge Hydraulics and Sediment Transport Analyses											0	\$ -	\$ -	\$ -
4.12	Preliminary Channel Improvements Plans											0	\$ -	\$ -	\$ -
4.13	Conditional Letter of Map Revision (CLOMR)											0	\$ -	\$ -	\$ -
4.14	Bridge Type Selection Study											0	\$ -	\$ -	\$ -
4.15	Preliminary Cost Estimates											0	\$ -	\$ -	\$ -
4.16	Project Report (Equivalent)											0	\$ -	\$ -	\$ -
4.17	Value Analysis Study											0	\$ -	\$ -	\$ -
5.0	Environmental Document (CEQA/NEPA)											0	\$ -	\$ -	\$ -
5.01	Public Scope, Commission & Council Meetings											0	\$ -	\$ -	\$ -
5.02	Preliminary Environmental Study (PES)											0	\$ -	\$ -	\$ -
5.03	Noise Study											0	\$ -	\$ -	\$ -
5.04	Air Quality											0	\$ -	\$ -	\$ -
5.05	Phase I Initial Site Assessment and ADL Surveys											0	\$ -	\$ -	\$ -
5.06	Water Quality Assessment Report and Preliminary SWPPP											0	\$ -	\$ -	\$ -
5.07	Location Hydraulic Study & Summary Floodplain Encroachment Report											0	\$ -	\$ -	\$ -
5.08	Biological Resources Study (Natural Environmental Study and Biological Assessment)											0	\$ -	\$ -	\$ -
5.09	Wetland and Jurisdictional Delineation and Assessment											0	\$ -	\$ -	\$ -
5.10	Visual Impact Assessment											0	\$ -	\$ -	\$ -
5.11	Community Impact Assessment											0	\$ -	\$ -	\$ -
5.12	Cultural Resources Study (APE/HPSR/ASR)											0	\$ -	\$ -	\$ -

**CITY OF PALM SPRINGS
Cost Proposal - Man Hour Worksheet**

Project Name: Environmental Services for Ramon Road Widening between San Luis Rey Drive and Landau Boulevard
 Federal Project No. BHLS-5282(040) Caltrans EA No. 08-925238 Date: 11/2/2011
 Consultant: Converse Consultants

Task No.	Task Description	Preparation charges	Project Manager	Senior Geologist	Senior Engineer	Project Engineer	Project Coordinator	CAD/CADD Technician	Support Staff	Laboratory Local	Other	Total Hours	Labor Cost	Subconsultants Labor Cost	Subtotal Labor Cost
	Billing Rate	\$ 358.85	\$ 265.29	\$ 106.09	\$ 97.24	\$ 106.09	\$ 75.14	\$ 53.11	\$ 70.73	\$ 76.61	\$ -				
Phase I: Project Approval and Environmental Document (PA&ED)															
5.14	Draft NEPA Environmental Assessment per USACE/Caltrans MOU											0	\$ -	\$ -	\$ -
5.15	Draft CEQA Initial Study / Mitigated Negative Declaration (IS/MND) per CEQA and Palm Springs CEQA Rules											0	\$ -	\$ -	\$ -
5.16	Bureau of Indian Affairs Consultation & NEPA and Section 106 Clearances											0	\$ -	\$ -	\$ -
5.17	Circulate Draft Environmental Document & Respond Comments											0	\$ -	\$ -	\$ -
5.18	Final Environmental Assessment Document (MND/FONSI)											0	\$ -	\$ -	\$ -
5.19	File Notice of Determination (CEQA)											0	\$ -	\$ -	\$ -
5.20	Publish Notice in Federal Register											0	\$ -	\$ -	\$ -
5.21	USACE Section 404 Permit and NEPA Clearance, US EPA/State RWQCB Section 401 Water Quality Certifications											0	\$ -	\$ -	\$ -
5.20	CDFG 1602 Streambed Alteration Agreement											0	\$ -	\$ -	\$ -
Subtotal Hours		8	10	40	62	82	24	16	24	10	0	276			Subtotal Labor Cost \$ 29,612.51
Total Hours		8	10	40	62	82	24	16	24	10	0	276			Subtotal ODC \$ 2,600.00
														Total Cost w/ ODC \$ 32,212.51	

**CITY OF PALM SPRINGS
COST PROPOSAL**

Federal Project No. BHLS-5282(040)

Caltrans EA No. 08-925238

Project Name: Environmental Services for Ramon Road Widening
between San Luis Rey Drive and Landau Boulevard

Date: 11/2/2011

Consultant: Overland, Pacific & Culer, Inc.

DIRECT LABOR

Classification	Name	Range	Hours	Hourly Rate	Total
R/W Program Manager	John Cutler		121 @	\$ 67.50	\$ 8,167.50
Project Manager	Patricia Feist		57 @	\$ 37.50	\$ 2,137.50
Project Manager/Reports/QAQC	Chris LaBonte		6 @	\$ 36.06	\$ 216.36
Consultant 1	Edna Rosales		10 @	\$ 20.50	\$ 205.00
Utility Coordinator	Madelia Rivera		24 @	\$ 33.44	\$ 802.56
			0 @		\$ -
			0 @	\$ -	\$ -

Subtotal Direct Labor Costs \$ 11,528.92
Anticipated Salary Increases (3.5%) \$ 403.51

Total Direct Labor Costs (DLC) \$ 11,932.43

INDIRECT COSTS

	Rate	Total
Fringe Benefits (FB)	47.9 %	\$ 5,715.64
General Overhead (GO)	117.6 %	\$ 14,032.54
Total (* Combined FB and GO)	165.5 %	\$ 19,748.18

Total Indirect Costs (IC) \$ 19,748.18

FEE (PROFIT)

	Rate	Total
Fee (DLC+IC)	10 %	\$ 3,168.06

Fee (DLC+IC) \$ 3,168.06

OTHER DIRECT COSTS (ODC)

(ODC is actual cost to be reimbursed with supporting documentation.)

1. Reproduction	\$ -
2. Rights of Entry on BIA Land 3*\$350. ea.	\$ 1,050.00
3. Transportation/Travel (Mileage will be IRS standard rate.)	\$ -
4. Mailing, Overnight/Special Deliveries	\$ -

Total Other Direct Costs \$ 1,050.00

SUBCONTRACTOR COSTS

Lawyers Title (13 preliminary title reports with documents)	\$ 7,150.00
1,000' Radius Owners Mailing List (Title Company)	\$ 1,500.00
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -

Total Subcontractor Costs \$ 8,650.00

TOTAL COST

\$44,548.67

**CITY OF PALM SPRINGS
Cost Proposal - Man Hour Worksheet**

Project Name: Environmental Services for Ramon Road Widening between San Luis Rey Drive and Landau Boulevard
 Federal Project No. BHL5-5282(040) Caltrans EA No. 08-925238 Date: 11/2/11
 Consultant: Overland, Pacific & Culer, Inc.

Task No.	Task Description	R/W Program Manager	Project Manager	Project Manager/Reports/CMC	Consultant 1	Utility Coordinator	0	0	Total Hours	Labor Cost	Subconsultants Labor Cost	Subtotal Labor Cost
	Billing Rate	\$ 204.03	\$ 113.35	\$ 109.00	\$ 61.97	\$ 101.08	\$ -	\$ -				

Phase I: Project Approval and Environmental Document (PA&ED)

1.0	Project Management											
1.01	Project Administration and Project Controls								0	\$ -	\$ -	\$ -
1.02	Meetings and Coordination	76	12						88	\$ 16,866.76	\$ -	\$ 16,866.76
1.03	Quality Assurance and Quality Control								0	\$ -	\$ -	\$ -
1.04	Local Assistance Funding/Programming Supports								0	\$ -	\$ -	\$ -
2.0	Data Collection and Research								0	\$ -	\$ -	\$ -
3.0	Field Review and Site Assessment								0	\$ -	\$ -	\$ -
4.0	Preliminary Engineering											
4.01	Surveying and Aerial Topographic Mapping								0	\$ -	\$ -	\$ -
4.02	Right of Way Research and Base Mapping								0	\$ -	\$ 8,650.00	\$ 8,650.00
4.03	Utility Research, Notification and Mapping								24	\$ 2,425.91	\$ -	\$ 2,425.91
4.04	Traffic Study								0	\$ -	\$ -	\$ -
4.05	Preliminary Roadway/Bridge Foundation Reports								0	\$ -	\$ -	\$ -
4.06	Roadway Alternatives Study and Geometric Approval Drawings								0	\$ -	\$ -	\$ -
4.07	Preliminary Right of Way Study and Cost Estimates	45	45	6	10				106	\$ 15,555.99	\$ -	\$ 15,555.99
4.08	Bridge Aesthetics and Approach Landscape Modification Study								0	\$ -	\$ -	\$ -
4.09	Preliminary Street Lighting Study								0	\$ -	\$ -	\$ -
4.10	Roadway Drainage Study								0	\$ -	\$ -	\$ -
4.11	Floodplain, Bridge Hydraulics and Sediment Transport Analyses								0	\$ -	\$ -	\$ -
4.12	Preliminary Channel Improvements Plans								0	\$ -	\$ -	\$ -
4.13	Conditional Letter of Map Revision (CLOMR)								0	\$ -	\$ -	\$ -
4.14	Bridge Type Selection Study								0	\$ -	\$ -	\$ -
4.15	Preliminary Cost Estimates								0	\$ -	\$ -	\$ -
4.16	Project Report (Equivalent)								0	\$ -	\$ -	\$ -
4.17	Value Analysis Study								0	\$ -	\$ -	\$ -
5.0	Environmental Document (CEQA/NEPA)											
5.01	Public Scope, Commission & Council Meetings								0	\$ -	\$ -	\$ -
5.02	Preliminary Environmental Study (PES)								0	\$ -	\$ -	\$ -
5.03	Noise Study								0	\$ -	\$ -	\$ -
5.04	Air Quality								0	\$ -	\$ -	\$ -
5.05	Phase I Initial Site Assessment and ADL Surveys								0	\$ -	\$ -	\$ -
5.06	Water Quality Assessment Report and Preliminary SWPPP								0	\$ -	\$ -	\$ -
5.07	Location Hydraulic Study & Summary Floodplain Encroachment Report								0	\$ -	\$ -	\$ -
5.08	Biological Resources Study (Natural Environmental Study and Biological Assessment)								0	\$ -	\$ -	\$ -

**CITY OF PALM SPRINGS
Cost Proposal - Man Hour Worksheet**

Project Name: Environmental Services for Ramon Road Widening between San Luis Rey Drive and Landau Boulevard
 Federal Project No. BHL5-5282(040) Caltrans EA No 08-925238 Date: 11/2/11
 Consultant: Overland, Pacific & Culer, Inc

Task No.	Task Description	R/W Program Manager	Project Manager	Project Manager/Reports/O	Consultant 1	Entity Coordinator	0	0	Total Hours	Labor Cost	Subconsultants Labor Cost	Subtotal Labor Cost
	Billing Rate	\$ 204.03	\$ 113.35	\$ 109.00	\$ 61.97	\$ 101.08	\$ -	\$ -				
5.09	Wetland and Jurisdictional Delineation and Assessment								0	\$ -	\$ -	\$ -
5.10	Visual Impact Assessment								0	\$ -	\$ -	\$ -
5.11	Community Impact Assessment								0	\$ -	\$ -	\$ -
5.12	Cultural Resources Study (APE/HPSR/ASR)								0	\$ -	\$ -	\$ -
5.14	Draft NEPA Environmental Assessment per USACE/Caltrans MOU								0	\$ -	\$ -	\$ -
5.15	Draft CEQA Initial Study / Mitigated Negative Declaration (IS/MND) per CEQA and Palm Springs CEQA Rules								0	\$ -	\$ -	\$ -
5.16	Bureau of Indian Affairs Consultation & NEPA and Section 106 Clearances								0	\$ -	\$ -	\$ -
5.17	Circulate Draft Environmental Document & Respond Comments								0	\$ -	\$ -	\$ -
5.18	Final Environmental Assessment Document (MND/FONSI)								0	\$ -	\$ -	\$ -
5.19	File Notice of Determination (CEQA)								0	\$ -	\$ -	\$ -
5.20	Publish Notice in Federal Register								0	\$ -	\$ -	\$ -
5.21	USACE Section 404 Permit and NEPA Clearance, US EPA/State RWQCB Section 401 Water Quality Certifications								0	\$ -	\$ -	\$ -
5.20	CDFG 1602 Streambed Alteration Agreement								0	\$ -	\$ -	\$ -
Subtotal Hours		121	57	6	10	24	0	0	218	Subtotal Labor Cost		\$ 43,498.67
Total Hours		121	57	6	10	24	0	0	218	Subtotal ODC		\$ 1,050.00
										Total Cost w/ ODC		\$ 44,548.67

**CITY OF PALM SPRINGS
COST PROPOSAL**

Federal Project No. BHLS-5282(040)

Caltrans EA No. 08-925238

Project Name: Environmental Services for Ramon Road Widening
between San Luis Rey Drive and Landau Boulevard

Date: 11/2/2011

Consultant: TKD Associates, Inc.

DIRECT LABOR

Classification	Name	Range	Hours	Hourly Rate	Total
Principal	Thomas Doczi		50 @	\$ 75.00	\$ 3,750.00
Project Manager	Elena Frentiu		112 @	\$ 45.00	\$ 5,040.00
			0 @	\$ -	\$ -
			0 @	\$ -	\$ -
			0 @	\$ -	\$ -
			0 @	\$ -	\$ -
			0 @	\$ -	\$ -
			0 @	\$ -	\$ -

Subtotal Direct Labor Costs \$ 8,790.00
 Anticipated Salary Increases (3.5%) \$ 307.65
Total Direct Labor Costs (DLC) \$ 9,097.65

INDIRECT COSTS

	Rate	Total
Fringe Benefits (FB)	40 %	\$ 3,639.06
General Overhead (GO)	105.51 %	\$ 9,598.93
Total (* Combined FB and GO)	145.51 %	\$ 13,237.99
Total Indirect Costs (IC)		\$ 13,237.99

FEE (PROFIT)

	Rate	Total
Fee (DLC+IC)	10 %	\$ 2,233.56
Fee (DLC+IC)		\$ 2,233.56

OTHER DIRECT COSTS (ODC)

(ODC is actual cost to be reimbursed with supporting documentation.)

1. Reproduction/Plotting	\$ 1,500.00
2. Conference Calls	\$ -
3. Transportation/Travel/Parking (Mileage will be IRS standard rate.)	\$ -
4. Mailing/Overnight/Special Deliveries	\$ 200.00

Total Other Direct Costs \$ 1,700.00

SUBCONTRACTOR COSTS

\$ -
\$ -
\$ -
\$ -
\$ -
\$ -

Total Subcontractor Costs \$ -

TOTAL COST

\$26,269.20

**CITY OF PALM SPRINGS
Cost Proposal - Man Hour Worksheet**

Project Name: Environmental Services for Ramon Road Widening between San Luis Rey Drive and Landau Boulevard
 Federal Project No. BHLS-5282(040) Caltrans EA No. 08-925238 Date: 11/2/2011
 Consultant: TKD Associates, Inc.

Task No.	Task Description	Principal	Project Manager	0	0	0	0	0	0	0	Total Hours	Labor Cost	Subconsultants Labor Cost	Subtotal Labor Cost
	Billing Rate	\$ 209.63	\$ 125.78	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
Phase I: Project Approval and Environmental Document (PA&ED)														
1.0 Project Management														
1.01	Project Administration and Project Controls										0	\$ -	\$ -	\$ -
1.02	Meetings and Coordination										0	\$ -	\$ -	\$ -
1.03	Quality Assurance and Quality Control										0	\$ -	\$ -	\$ -
1.04	Local Assistance Funding/Programming Supports										0	\$ -	\$ -	\$ -
2.0 Data Collection and Research														
3.0 Field Review and Site Assessment														
4.0 Preliminary Engineering														
4.01	Surveying and Aerial Topographic Mapping										0	\$ -	\$ -	\$ -
4.02	Right of Way Research and Base Mapping										0	\$ -	\$ -	\$ -
4.03	Utility Research, Notification and Mapping										0	\$ -	\$ -	\$ -
4.04	Traffic Study										0	\$ -	\$ -	\$ -
4.05	Preliminary Roadway/Bridge Foundation Reports										0	\$ -	\$ -	\$ -
4.06	Roadway Alternatives Study and Geometric Approval Drawings										0	\$ -	\$ -	\$ -
4.07	Preliminary Right of Way Study and Cost Estimates										0	\$ -	\$ -	\$ -
4.08	Bridge Aesthetics and Approach Landscape Modification Study	42	85								130	\$ 19,873.38	\$ -	\$ 19,873.38
4.09	Preliminary Street Lighting Study	8	24								32	\$ 4,695.82	\$ -	\$ 4,695.82
4.10	Roadway Drainage Study										0	\$ -	\$ -	\$ -
4.11	Floodplain, Bridge Hydraulics and Sediment Transport Analyses										0	\$ -	\$ -	\$ -
4.12	Preliminary Channel Improvements Plans										0	\$ -	\$ -	\$ -
4.13	Conditional Letter of Map Revision (CLOMR)										0	\$ -	\$ -	\$ -
4.14	Bridge Type Selection Study										0	\$ -	\$ -	\$ -
4.15	Preliminary Cost Estimates										0	\$ -	\$ -	\$ -
4.16	Project Report (Equivalent)										0	\$ -	\$ -	\$ -
4.17	Value Analysis Study										0	\$ -	\$ -	\$ -
4.18	Value Analysis Study										0	\$ -	\$ -	\$ -
5.0 Environmental Document (CEQA/NEPA)														
5.01	Public Scope, Commission & Council Meetings										0	\$ -	\$ -	\$ -
5.02	Preliminary Environmental Study (PES)										0	\$ -	\$ -	\$ -
5.03	Noise Study										0	\$ -	\$ -	\$ -
5.04	Air Quality										0	\$ -	\$ -	\$ -
5.05	Phase I Initial Site Assessment and ADL Surveys										0	\$ -	\$ -	\$ -
5.06	Water Quality Assessment Report and Preliminary SWPPP										0	\$ -	\$ -	\$ -
5.07	Location Hydraulic Study & Summary Floodplain Encroachment Report										0	\$ -	\$ -	\$ -
5.08	Biological Resources Study (Natural Environment Study and Biological Assessment)										0	\$ -	\$ -	\$ -
5.09	Wetland and Jurisdictional Delineation and Assessment										0	\$ -	\$ -	\$ -

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**CITY OF PALM SPRINGS
Cost Proposal - Man Hour Worksheet**

Project Name: Environmental Services for Ramon Road Widening between San Luis Rey Drive and Landau Boulevard
 Federal Project No. BHLS-5282(040) Caltrans EA No. 08-925238 Date: 11/2/2011
 Consultant: TKD Associates, Inc.

Task No.	Task Description	Principal	Project Manager							Total Hours	Labor Cost	Subconsultants Labor Cost	Subtotal Labor Cost	
				\$	\$	\$	\$	\$	\$					
	Billing Rate	\$ 209.63	\$ 125.78	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
5.10	Visual Impact Assessment									0	\$ -	\$ -	\$ -	
5.11	Community Impact Assessment									0	\$ -	\$ -	\$ -	
5.12	Cultural Resources Study (APIE/HPSR/ASR)									0	\$ -	\$ -	\$ -	
5.14	Draft NEPA Environmental Assessment per USACE/Caltrans MOU									0	\$ -	\$ -	\$ -	
5.15	Draft CEQA Initial Study / Mitigated Negative Declaration (IS/MND) per CEQA and Palm Springs CEQA Rules									0	\$ -	\$ -	\$ -	
5.16	Bureau of Indian Affairs Consultation & NEPA and Section 106 Clearances									0	\$ -	\$ -	\$ -	
5.17	Circulate Draft Environmental Document & Respond Comments									0	\$ -	\$ -	\$ -	
5.18	Final Environmental Assessment Document (MND/FONSI)									0	\$ -	\$ -	\$ -	
5.19	File Notice of Determination (CEQA)									0	\$ -	\$ -	\$ -	
5.20	Publish Notice in Federal Register									0	\$ -	\$ -	\$ -	
5.21	USACE Section 404 Permit and NEPA Clearance, US EPA/State RWQCB Section 401 Water Quality Certifications									0	\$ -	\$ -	\$ -	
5.20	CDFG 1602 Streambed Alteration Agreement									0	\$ -	\$ -	\$ -	
Subtotal Hours		50	112	0	0	0	0	0	0	162	Subtotal Labor Cost		\$ 24,569.20	
Total Hours		50	112	0	0	0	0	0	0	162	Subtotal ODC		\$ 1,700.00	
												Total Cost w/ ODC		\$ 26,269.20

**VA Study Budget City of Palm Springs-Ramon Rd Bridge
Value Managements Strategies, Inc.**

<u>Item</u>	<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>	<u>Total</u>
PRESTUDY - Preparation and Coordination					
Program Manager	Hays	4	\$282.69	\$1,130.76	
Team Leader	TBD	20	\$217.44	\$4,348.80	
Technical Editor	Hiller	2	\$83.52	\$167.04	
Project Coordinator	Kramer	6	\$128.48	\$770.88	
Administrative Assistant	Northrop	2	\$82.60	\$165.20	
Highway/Civil/Drainage	TBD	8	\$200.00	\$1,600.00	
Structural	TBD	8	\$220.00	\$1,760.00	
Construction Manager	TBD	8	\$225.00	\$1,800.00	
Total PRESTUDY - Preparation and Coordination:					\$11,742.68

SEGMENT 1&2 - VA Study

Team Leader	TBD	30	\$217.44	\$6,523.20	
Highway/Civil/Drainage	TBD	24	\$200.00	\$4,800.00	
Structural	TBD	24	\$220.00	\$5,280.00	
Construction Manager	TBD	24	\$225.00	\$5,400.00	
Total SEGMENT 1&2 - Segment 1 VA Study:					\$22,003.20

SEGMENT 3 - Preliminary Report

Team Leader	TBD	24	\$217.44	\$5,218.56	
Technical Editor	Hiller	24	\$83.52	\$2,004.48	
Project Coordinator	Kramer	2	\$128.48	\$256.96	
QA/QC	Chiasson	4	\$143.18	\$572.72	
Total SEGMENT 3 - Preliminary VA Report:					\$8,052.72

SEGMENT 3 - Implementation Meeting and Final Report

Team Leader	TBD	20	\$217.44	\$4,348.80	
Technical Editor	Hiller	18	\$83.52	\$1,503.36	
Project Coordinator	Kramer	2	\$128.48	\$256.96	
QA/QC	Chiasson	4	\$143.18	\$572.72	
Total SEGMENT 3:					\$6,681.84

Labor SubTotal: \$48,480.44

Other Direct Costs

<u>Category</u>	<u>UM</u>	<u>Number</u>	<u>Rate</u>	<u>Cost</u>	<u>Total</u>
TBD					
Meals and Incidentals	Day	5	\$40.00	\$200.00	
Lodging/Hotels	Day	5	\$130.00	\$650.00	
Parking	Day	5	\$15.00	\$75.00	
Airport Transportation	Trips	3	\$100.00	\$300.00	
Airfare (prestudy, study, Implementation)	Trips	3	\$600.00	\$1,800.00	
Personal Car	Miles	0	\$0.56	\$0.00	
Rental Car	Day	5	\$75.00	\$375.00	
Total:					\$3,400.00
Highway/Drainage/Civil					
Meals and Incidentals	Day	3	\$40.00	\$120.00	
Lodging/Hotels	Day	3	\$130.00	\$390.00	
Parking	Day	3	\$15.00	\$45.00	
Personal Car	Miles	800	\$0.56	\$444.00	
Rental Car	Day	0	\$75.00	\$0.00	
Total:					\$999.00
Structural					
Meals and Incidentals	Day	3	\$40.00	\$120.00	
Lodging/Hotels	Day	3	\$130.00	\$390.00	
Parking	Day	3	\$15.00	\$45.00	
Personal Car	Miles	800	\$0.56	\$444.00	

Rental Car	Day	0	\$75.00	\$0.00	
				Total:	\$999.00
Construction					
Meals and Incidentals	Day	3	\$40.00	\$120.00	
Lodging/Hotels	Day	3	\$130.00	\$390.00	
Parking	Day	4	\$15.00	\$60.00	
Airport Transportation	Trips	1	\$90.00	\$90.00	
Airfare (prestudy, study, Implementation)	Trips	1	\$500.00	\$500.00	
Personal Car	Miles	0	\$0.56	\$0.00	
Rental Car	Day	4	\$75.00	\$300.00	
				Total:	\$1,460.00
Miscellaneous Direct Costs					
Shipping	LS	1	\$250.00	\$250.00	
Reproduction	LS	6	\$100.00	\$600.00	
Conference Room	Day	0	\$0.00	\$0.00	
Miscellaneous Supplies	EA	0	\$0.00	\$0.00	
				Total Misc. ODC:	\$850.00
				ODC SubTotal:	<u>\$7,708.00</u>
				Total Task Order:	<u>\$56,188.44</u>