

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN
THE CITY OF CATHEDRAL CITY, CALIFORNIA
AND
ARDURRA GROUP, INC.
FOR
CLEAN WATER STATE REVOLVING FUND
SEPTIC TO SEWER PLANNING PROJECT (C01020)
STATE WATER BOARD PROJECT (C-06-8696-110)**

This Agreement for Design Professional Services ("Agreement") is entered into as of February 27, 2025, ("Effective Date") by and between the City of Cathedral City, a municipal corporation ("City") and Ardurra Group, Inc., a California corporation ("Design Professional"). City and Design Professional are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by Request for Proposals, the performance of the engineering and environmental services for the Clean Water State Revolving Fund Septic to Sewer Planning Project (C01020), defined and described particularly in Section 2 of this Agreement.

B. Design Professional, following submission of a proposal for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by the City to perform those services.

C. Design Professional was selected by the City on the basis of Design Professional's demonstrated competence and the professional qualifications necessary for the satisfactory performance of the services required.

D. Pursuant to the City of Cathedral City's Municipal Code, City has authority to enter into this Design Professional Services Agreement and the City Manager has authority to execute this Agreement.

E. The Parties desire to formalize the selection of Design Professional for performance of those services defined and described particularly in Section 2 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 27 "Termination of Agreement" of this Agreement, the Term of this Agreement is for three (3) years commencing on the Effective Date.

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

(a) Scope of Services. Design Professional agrees to perform the services set forth in Exhibit "A" "Scope of Services" (hereinafter, the "Services") and made a part of this Agreement by this reference.

(b) Schedule of Performance. The Services shall be completed pursuant to the schedule specified in Exhibit "A." Should the Services not be completed pursuant to that schedule, the Design Professional shall be deemed to be in Default of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Design Professional to continue performing the Services.

SECTION 3. ADDITIONAL SERVICES.

Design Professional shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 34 "Administration and Implementation" or Section 36 "Amendment" of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

SECTION 4. SAFETY

(a) Design Professional shall comply with OSHA regulations applicable to Design Professional regarding necessary safety equipment or procedures. Design Professional shall comply with safety instructions issued by City Safety Officer and other City representatives. Design Professional personnel shall wear hard hats and safety vests at all times while working on the construction project site.

(b) Pursuant to the authority contained in Vehicle Code §591, City has determined that such areas are within the limits of the project and are open to public traffic. Design Professional shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Design Professional shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

(c) Any subcontract entered into as a result of this agreement, shall contain all of the provisions of this Section.

(d) Design Professional must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

SECTION 5. COMPENSATION AND METHOD OF PAYMENT.

(a) The method of payment for this Agreement will be based on lump sum. The total lump sum price paid to Design Professional will include compensation for all work and deliverables, including travel and equipment. No additional compensation will be paid to Design Professional, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between Design Professional and City. Adjustment in the total lump sum compensation will not be effective until authorized by Agreement amendment and approved by the City.

(b) Progress payments may be made monthly in arrears based on the percentage of work completed by Design Professional. If Design Professional fails to submit the required deliverable items according to the schedule, City shall have the right to delay payment or terminate this Agreement in accordance with the provisions of Section 27 "Termination of Agreement".

(c) Design Professional shall not commence performance of work or services until this Agreement has been approved by City and notification to proceed has been issued by City Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this Agreement.

(d) Design Professional will be reimbursed within thirty (30) days upon receipt by City Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which Design Professional is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this project number and project title. Final invoice must contain the final cost and all credits due City that include any equipment purchased under the provisions of Section 11 "Equipment Purchase". The final invoice must be submitted within sixty (60) calendar days after completion of Design Professional's work unless a later date is approved by the City. Invoices shall be mailed to the City in accordance with Section 32 "Notices".

(e) The total amount payable by City shall not exceed \$2,178,017.56.

SECTION 6. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS.

(a) The Design Professional agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

(b) The Design Professional also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

(c) Any costs for which payment has been made to the Design Professional that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the Design Professional to City.

(d) When a Design Professional or SubDesign Professional is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

SECTION 7. AUDIT REVIEW PROCEDURES.

(a) Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by Agreement, shall be reviewed by City's Chief Financial Officer.

(b) Not later than thirty (30) days after issuance of the final audit report, Design Professional, may request a review by City's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

(c) Neither the pendency of a dispute nor its consideration by City will excuse Design Professional from full and timely performance, in accordance with the terms of this Agreement.

(d) Design Professional and subDesign Professional Agreements, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an Agreement audit, and incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, Cost Proposal and ICR, and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review, it is Design Professional's responsibility to ensure federal, state, or local government officials are allowed fully access to the CPA's work papers including making copies as necessary. The Agreement, Cost Proposal, and ICR shall be adjusted by Design Professional and approved by City to conform to the audit or review recommendations. Design Professional agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by City at its sole discretion. Refusal by Design Professional to incorporate audit or review recommendations, or to ensure that the federal, state, or local governments have access to CPA work papers, will be considered a breach of Agreement terms and cause for termination of the Agreement pursuant to Section 27 "Termination of Agreement" and disallowance of prior reimbursed costs.

(e) Design Professional's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the Design Professional and approved by the City to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Design Professional to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Agreement terms and cause for termination of the Agreement pursuant to Section 27 "Termination of Agreement" and disallowance of prior reimbursed costs.

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

Accepted rates will be as follows:

- a) If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
- b) If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
- c) If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

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

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

ICR will become the actual and final ICR for reimbursement purposes under this Agreement.

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

SECTION 8. DISPUTES.

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

(a) Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by a committee consisting of City Manager and City Engineer, who may consider written or verbal information submitted by Design Professional.

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

(c) Neither the pendency of a dispute, nor its consideration by the committee will excuse Design Professional from full and timely performance in accordance with the terms of this Agreement.

SECTION 9. SUBCONTRACTING.

(a) Nothing contained in this Agreement or otherwise, shall create any contractual relation between City and any subDesign Professional(s), and no sub-agreement shall relieve Design Professional of its responsibilities and obligations hereunder. The Design Professional agrees to be as fully responsible to City for the acts and omissions of its subDesign Professional(s) 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 Design Professional. Design Professional's obligation to pay its subDesign Professional(s) is an independent obligation from City's obligation to make payments to Design Professional.

(b) Design Professional shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization in accordance with Section 34 "Administration and Implementation" of this Agreement, except that, which is expressly identified in the approved Cost Proposal.

(c) Any sub-agreement entered into as a result of this Agreement, shall contain all the provisions stipulated in this entire Agreement to be applicable to SubDesign Professionals unless otherwise noted.

(d) Design Professional shall pay its subDesign Professionals within fifteen (15) calendar days from receipt of each payment made to Design Professional by City.

(e) Any substitution of subDesign Professional(s) must be approved in writing by City in accordance with Section 34 "Administration and Implementation" of this Agreement in advance of assigning work to a substitute SubDesign Professional.

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

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

SECTION 10. RETENTION OF FUNDS.

(a) Any sub-agreement entered into as a result of this Agreement shall contain all of the provisions of this section.

(b) No retainage will be held by the City from progress payments due to Design Professional. Design Professionals and subDesign Professionals are prohibited from holding retainage from subDesign Professionals. Any delay or postponement of payment may take place only for good cause and with the City's prior written approval. Any violation of these provisions shall subject the violating Design Professional or subDesign Professional to the penalties, sanctions, and other remedies specified in

Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to Design Professional or subDesign Professional in the event of a dispute involving late payment or nonpayment by Design Professional, deficient subDesign Professional performance and/or noncompliance by a subDesign Professional. This clause applies to both DBE and non-DBE subDesign Professionals.

SECTION 11. EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES.

(a) Prior authorization in writing, by City in accordance with Section 34 "Administration and Implementation" of this Agreement shall be required before Design Professional enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or Design Professional services. Design Professional shall provide an evaluation of the necessity or desirability of incurring such costs.

(b) For purchase of any item, service, or consulting work not covered in the Design Professional's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by City in accordance with Section 34 "Administration and Implementation" of this Agreement; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

(c) Any equipment purchased as a result of this Agreement is subject to the following:

(i) Design Professional shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, City shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated pursuant to Section 27 "Termination of Agreement" of this Agreement, Design Professional may either keep the equipment and credit City in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established City procedures; and credit City in an amount equal to the sales price. If Design Professional elects to keep the equipment, fair market value shall be determined at Design Professional's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by City and Design Professional, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by City.

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

SECTION 12. INSPECTION AND FINAL ACCEPTANCE.

Design Professional and any subDesign Professional shall permit City, the state, and the FHWA if federal participating funds are used in this Agreement; to review and inspect the project activities and files at all reasonable times during the Term of Agreement including review and inspection on a daily basis. City shall reject or finally accept Design Professional's work within sixty (60) days after submitted to City. City shall reject work by a timely written explanation, otherwise Design Professional's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Design Professional's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 23 "Indemnification" and Section 24 "Insurance."

SECTION 13. OWNERSHIP OF DOCUMENTS.

(a) It is mutually agreed that all materials prepared by Design Professional under this Agreement shall become the sole property of City, and Design Professional shall have no property right therein whatsoever. Immediately upon completion, expiration or termination, City shall be entitled to, and Design Professional shall deliver to City, all original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files, investigations, appraisals, inventories, analyses, estimates, and other documents prepared, developed or discovered by Design Professional in the course of providing the Services pursuant to this Agreement to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by Design Professional in performing this Agreement which is not Design Professional's privileged information, as defined by law, or Design Professional's personnel information, along with all other property belonging exclusively to City which is in Design Professional's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this Agreement must be approved in writing by City.

(b) Additionally, it is agreed that the Parties intend this to be an Agreement for services and each considers the products and results of the services to be rendered by Design Professional hereunder to be work made for hire. Design Professional acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City, and may be used, reused or otherwise disposed of by City without the permission of the Design Professional.

(c) Nothing herein shall constitute or be construed to be any representation by Design Professional that the work product is suitable in any way for any other project except the one detailed in this Agreement. Any reuse by City for another project or project location shall be at City's sole risk. If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files, investigations,

appraisals, inventories, analyses, estimates, or other documents prepared, developed or discovered by Design Professional in the course of providing the Services pursuant to this Agreement, Design Professional's guarantees and warranties in Section 15 "Standard of Performance; Familiarity With Work" of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files, investigations, appraisals, inventories, analyses, estimates, or other documents.

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

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

SECTION 14. DESIGN PROFESSIONAL'S BOOKS AND RECORDS.

(a) For the purpose of determining compliance with Gov. Code § 8546.7, Design Professional shall maintain any and all documents and records demonstrating or relating to Design Professional's performance of the Services. The Design Professional, SubDesign Professionals, and City shall maintain any and all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement, including, but not limited to, the costs of administering the Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Design Professional pursuant to this Agreement. All parties, including the Design Professional's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Design Professional's address indicated for receipt of notices in this Agreement. The State, State Auditor, or City, shall have access to any books, records, and documents of the Design Professional, SubDesign Professionals, and the Design Professional's Independent CPA, that are pertinent to the Agreement for audits, examinations,

workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

(c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Design Professional's business, City may, by written request, require that custody of such documents or records be given to the City. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

SECTION 15. STANDARD OF PERFORMANCE; FAMILIARITY WITH WORK.

(a) Design Professional represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Design Professional shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services. In meeting its obligations under this Agreement, Design Professional shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Design Professional under this Agreement, and shall use such skill, prudence, and diligence as other members of Design Professional's profession commonly possess and exercise. In addition to the general standards of performance set forth in this section, additional specific standards of performance and performance criteria may be set forth in Exhibit "A" "Scope of Work" that shall also be applicable to Design Professionals work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

(b) Design Professional warrants that (1) it has thoroughly investigated and considered the work to be performed, (2) it has investigated the issues, regarding the scope of services to be provided, (3) it has carefully considered how the work should be performed, and (4) it fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement.

SECTION 16. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

Design Professional shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Design Professional shall obtain any and all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Design Professional to comply with this section.

SECTION 17. STATE PREVAILING WAGE RATES.

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

(b) The Design Professional shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. These wage rates are made a specific part of this Agreement by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at City construction sites, at City facilities and at off-site locations that are set up by the construction Design Professional or one of its subcontractors solely and specifically to serve City projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

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

(d) Payroll Records

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

(1) The information contained in the payroll record is true and correct.

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

(ii) The payroll records enumerated under paragraph (1) above shall be certified as correct by the Design Professional under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by City representative's at all reasonable hours at the principal office of the Design Professional. The Design Professional shall provide copies of certified payrolls or permit inspection of its records as follows:

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

(2) A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of City, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to City, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the Design Professional.

(3) The public shall not be given access to certified payroll records by the Design Professional. The Design Professional is required to forward any requests for certified payrolls to the City Contract Administrator by both email and regular mail on the business day following receipt of the request.

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

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

(v) The Design Professional shall inform City of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

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

(e) When prevailing wage rates apply, the Design Professional is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the City.

(f) Penalty

(i) The Design Professional and any of its SubDesign Professionals shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the Design Professional and any SubDesign Professional shall forfeit to the City a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the Agreement by the Design Professional or by its SubDesign Professional in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

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

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

(iv) If a worker employed by a SubDesign Professional on a public works project is not paid the general prevailing per diem wages by the SubDesign Professional, the prime Design Professional of the project is not liable for the penalties described above unless the prime Design Professional had knowledge of that failure of the SubDesign Professional to pay the specified prevailing rate of wages to those workers or unless the prime Design Professional fails to comply with all of the following requirements:

(1) The Agreement executed between the Design Professional and the SubDesign Professional for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

(2) The Design Professional shall monitor the payment of the specified general prevailing rate of per diem wages by the SubDesign Professional to the employees by periodic review of the certified payroll records of the SubDesign Professional.

(3) Upon becoming aware of the SubDesign Professional's failure to pay the specified prevailing rate of wages to the SubDesign Professional's workers, the Design Professional shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the SubDesign Professional for work performed on the public works project.

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

(v) Pursuant to Labor Code §1775, City shall notify the Design Professional on a public works project within fifteen (15) calendar days of receipt of a complaint that a SubDesign Professional has failed to pay workers the general prevailing rate of per diem wages.

(vi) If City determines that employees of a SubDesign Professional were not paid the general prevailing rate of per diem wages and if City did not retain sufficient money under the Agreement to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Design Professional shall withhold an amount of moneys due the SubDesign Professional sufficient to pay those employees the general prevailing rate of per diem wages if requested by City.

(g) Hours of Labor

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

(h) Employment of Apprentices

(i) Where either the prime Agreement or the sub-agreement exceeds thirty thousand dollars (\$30,000), the Design Professional and any subDesign Professionals under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

(ii) Design Professionals and subDesign Professionals are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, Design Professional and subDesign Professionals are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the Agreement work. The Design Professional is responsible for all subDesign Professionals' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

SECTION 18. NONDISCRIMINATION AND STATEMENT OF COMPLIANCE.

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

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

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

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

(e) Design Professional and its subDesign Professionals shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

(f) Design Professional shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

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

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

SECTION 19. UNAUTHORIZED ALIENS

Design Professional hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Design Professional so employ such unauthorized aliens for the performance of the Services, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Design Professional hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

SECTION 20. CONFLICTS OF INTEREST.

(a) Design Professional covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Design Professional's performance of the Services. Design Professional further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Design Professional agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

(b) City may determine that Design Professional must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests. If such a determination is made, Design Professional shall file the subject Form 700 with the City Clerk's Office pursuant to the written instructions provided by the Office of the City Clerk within ten (10) days of the request.

(c) City understands and acknowledges that Design Professional is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Design Professional is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

(d) City understands and acknowledges that Design Professional will, perform non-related services for other governmental agencies and private parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

(e) During the term of this Agreement, the Design Professional shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this Agreement or any ensuing City construction project. The Design Professional shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing City construction project which will follow.

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

(g) The Design Professional 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.

(h) The Design Professional hereby certifies that the Design Professional or subDesign Professional and any firm affiliated with the Design Professional or subDesign Professional that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this Agreement, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

SECTION 21. REBATES, KICKBACKS, OR OTHER UNLAWFUL CONSIDERATION.

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

SECTION 22. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All financial, statistical, personal, technical, or other data and information gained or work product produced by Design Professional in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Design Professional. Design Professional shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

(b) Design Professional, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Design Professional gives City notice of such court order or subpoena.

(c) If Design Professional, or any officer, employee, agent or subcontractor of Design Professional, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Design Professional for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Design Professional's conduct.

(d) Design Professional shall promptly notify City should Design Professional, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Design Professional or be present at any deposition, hearing or similar proceeding. Design Professional agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Design Professional. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

(e) Permission to disclose information on one occasion, or public hearing held by City relating to the Agreement, shall not authorize Design Professional to further disclose such information, or disseminate the same on any other occasion.

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

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

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

(i) All information related to the construction estimate is confidential, and shall not be disclosed by Design Professional to any entity, other than City, Caltrans, and/or FHWA. All of the materials prepared or assembled by Design Professional pursuant to performance of this Agreement are confidential and Design Professional agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If Design Professional or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Agreement, City has the right to reimbursement and indemnity from Design Professional for any damages caused by Design Professional releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

SECTION 23. INDEMNIFICATION.

(a) Indemnification by Design Professional. As provided under Civil Code Section 2782.8, Design Professional shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, actions and proceedings (whether at law or equity, administrative or judicial), demands, orders, judgments, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, (collectively "Claims") to the extent same arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Design Professional, its officers, agents, employees or sub-Design Professionals (or any entity or individual that Design Professional shall bear the legal liability thereof) in the performance of professional services under this Agreement. In the event Claims are found by the trier of fact to have been caused by the joint or concurrent negligence of the City, its contractors and other design professionals, and Design Professional, damages and expenses from both indemnity and duty to defend obligations shall be borne by each party in proportion to its negligence. Notwithstanding the foregoing, in the event one or more defendants are unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Design Professional

shall meet and confer with other parties regarding unpaid defense costs. The provisions of this section pertaining to Design Professional's duty to defend shall not apply if there is a project-specific general liability policy of insurance that insures all project participants for general liability exposure on a primary basis and also covers all design professionals involved with the project for their legal liability arising out of their professional services on a primary basis.

(b) Indemnification from Subcontractors. Design Professional agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub-Design Professional, subcontractor or any other person or entity involved by, for, with or on behalf of Design Professional in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Design Professional fails to obtain such indemnity obligations from others as required here, Design Professional agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns or heirs of Design Professional and shall survive the termination of this Agreement or this section.

(c) City's Negligence. The provisions of this section do not apply to Claims occurring as a result of City's sole negligence. The provisions of this section shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officials, employees and agents.

SECTION 24. INSURANCE.

Design Professional agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "C" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Design Professional agrees to provide City with copies of required policies upon request.

SECTION 25. ASSIGNMENT.

The expertise and experience of Design Professional are material considerations for this Agreement. City has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Design Professional under this Agreement. In recognition of that interest, Design Professional shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Design Professional's duties or obligations under this Agreement without the prior written consent of the City. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 27 "Termination of Agreement." City acknowledges,

however, that Design Professional, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

SECTION 26. CONTINUITY OF PERSONNEL.

Design Professional shall make every reasonable effort to maintain the stability and continuity of Design Professional's staff and subcontractors, if any, assigned to perform the Services. Design Professional shall notify City of any changes in Design Professional's staff and subcontractors, if any, assigned to perform the Services prior to and during any such performance.

SECTION 27. TERMINATION OF AGREEMENT.

(a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Design Professional. In the event such notice is given, Design Professional shall cease immediately all work in progress.

(b) Design Professional may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to City.

(c) If either Design Professional or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Design Professional, or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Design Professional or City, all property belonging exclusively to City which is in Design Professional's possession shall be returned to City. Design Professional shall furnish to City a final invoice for work performed and expenses incurred by Design Professional, prepared as set forth in Section 5 "Compensation and Method of Payment" of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 5 "Compensation and Method of Payment" of this Agreement.

(e) City may temporarily suspend this Agreement, at no additional cost to City, provided that Design Professional is given written notice of temporary suspension. If City gives such notice of temporary suspension, Design Professional shall immediately suspend its activities under this Agreement. A temporary suspension may be issued concurrent with the notice of termination provided for in subsection A of this section.

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

(g) In the event of termination, Design Professional shall be compensated as provided for in this Agreement, except as provided in Section 11 Equipment Purchase and Other Capital Expenditures Part C.

SECTION 28. DEFAULT.

In the event that Design Professional is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Design Professional for any work performed after the date of default. Instead, the City may give notice to Design Professional of the default and the reasons for the default. The notice shall include the timeframe in which Design Professional may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Design Professional is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Design Professional does not cure the default, the City may take necessary steps to terminate this Agreement under Section 27 "Termination of Agreement." Any failure on the part of the City to give notice of the Design Professional's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

SECTION 29. EXCUSABLE DELAYS.

Design Professional shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Design Professional. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 30. CLAIMS FILED BY CITY'S CONSTRUCTION CONTRACTOR.

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

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

(c) Services of Design Professional's personnel in connection with City's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Agreement in order to resolve the construction claims.

SECTION 31. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the Services shall be furnished to Design Professional in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

SECTION 32. NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To City: City of Cathedral City
Attn: Armando J. Garcia Baldizzone
68-700 Avenida Lalo Guerrero
Cathedral City, CA 92234

To Design Professional: Attn: Carmen Kasner
Ardurra Group, Inc.
43410 Business Park Drive
Temecula, CA 92590

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 33. AUTHORITY TO EXECUTE.

The person or persons executing this Agreement on behalf of Design Professional represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Design Professional to the performance of its obligations hereunder.

SECTION 34. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the City Manager or his or her designated representative. The City Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 36 "Amendment" and the City Manager's contracting authority under the Cathedral City Municipal Code.

SECTION 35. BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

SECTION 36. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Design Professional and by the City. The City Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the City Manager's contracting authority under the Cathedral City Municipal Code. All other amendments shall be approved by the City Council. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void. Design Professional shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been issued. There shall be no change in Design Professional's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this Agreement without prior written approval by City.

SECTION 37. WAIVER.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Design Professional shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 38. LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Riverside, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

SECTION 39. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing Party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 40. CONTINGENT FEE.

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

SECTION 41. DEBARMENT AND SUSPENSION.

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

(i) Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

(ii) Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

(iii) Does not have a proposed debarment pending; and

(iv) Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

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

(c) Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

SECTION 42. NATIONAL LABOR RELATIONS BOARD CERTIFICATION.

In accordance with Public Contract Code Section 10296, Design Professional 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 Design Professional within the immediately preceding two-year period, because of Design Professional's

failure to comply with an order of a federal court that orders Design Professional to comply with an order of the National Labor Relations Board.

SECTION 43. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" through "C", is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Design Professional and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding.

SECTION 44. PROMPT PAYMENT FROM CITY TO DESIGN PROFESSIONAL

The City shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from Design Professional on a professional service agreement. If the City fails to pay promptly, the City shall pay interest to the Design Professional, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the City shall act in accordance with both of the following:

(1) The City shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.

(2) The City must return any payment request deemed improper by the City to the Design Professional as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

SECTION 45. SEVERABILITY.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 46. ELECTRONIC SIGNATURE

The Parties agree that, in accordance with the City's Electronic Signature Use Policy, adopted on August 10, 2023, and as amended thereafter, the Parties may use electronic signatures to execute this Agreement. Any use of electronic signatures to execute this Agreement shall comply with the City's Electronic Signature Use Policy, and such signatures shall have the same force and effect as if this Agreement were executed by hand. Design Professional acknowledges that it has had an opportunity to request and review the City's Electronic Signature Use Policy, and Design Professional

agrees to comply with the Electronic Signature Use Policy. Design Professional agrees to indemnify, defend, and hold the City harmless from any claim, damage, or liability associated with transmitting an electronic signature or an electronically signed record by electronic transmission.

SECTION 47. CONFLICTING TERMS.

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

CITY OF CATHEDRAL CITY

ARDURRA GROUP, INC.

Charles P. McClendon
City Manager

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

Tracey R. Hermosillo, CMC
City Clerk

APPROVED AS TO FORM

Eric S. Vail
City Attorney

NOTE: DESIGN PROFESSIONAL'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DESIGN PROFESSIONAL'S BUSINESS ENTITY.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

On _____, 2024
before me, _____,
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
personally appeared _____,
Name 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.

Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alternation of the document or fraudulent reattachment of this form to an unintended document.

CAPACIT(IES) CLAIMED BY SIGNER(S)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number Of Pages

Date Of Document

Signer(s) Other Than Named Above

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

On _____, 2024
before me, _____,
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
personally appeared _____,
Name 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.

Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alternation of the document or fraudulent reattachment of this form to an unintended document.

CAPACIT(IES) CLAIMED BY SIGNER(S)

Signer's Name: _____

- .. Individual
- .. Corporate Officer

Title(s)

- .. Partner(s) .. Limited
- General
- .. Attorney-In-Fact
- .. Trustee(s)
- .. Guardian/Conservator
- .. Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number Of Pages

Date Of Document

Signer(s) Other Than Named Above

EXHIBIT "A"
SCOPE OF SERVICES

SCOPE OF WORK

This section will focus on the technical scope to completing the project with specifics on the steps we will take to complete the project within the schedule and present the best possible solution given the project constraints.

TASK 1: PROJECT MANAGEMENT

Project Management includes the kickoff meeting and holding bi-weekly telephone coordination meetings and submittal review meetings, as well as monitoring the schedule and providing monthly updates to City of Cathedral City (City) staff and quarterly updates for the State in their review.

The objectives of the kickoff meeting include:

- ◆ Introducing the project team to all of the key stakeholders.
- ◆ Discussing project objectives, project approach, schedule, and milestones, review history of the project.
- ◆ Establishing lines of communication.
- ◆ Identifying the required data to be provided by the City and reviewed by Coachella Valley Water District (CVWD) and Desert Water Agency (DWA); sometimes here after referred to as "Both Agencies" or "Each Agency".
- ◆ Identifying areas of concern.

The project stakeholders include the City's project manager and staff, staff from Both Agencies' department(s), staff who may provide critical input on the project, the appropriate Ardurra personnel, and subconsultants. The kickoff meeting will provide the team the chance to clarify goals, review operational needs and objectives as well.

All meetings and telephone coordination meetings will include meeting minutes and follow-up action items. This is a cornerstone of our communication strategy.

DELIVERABLE(S): Monthly Progress Reports, Meeting Agendas, Minutes, and Schedule Updates.

ASSUMPTIONS:

- ◆ This task also includes up to 5 City council meetings and presentations.
- ◆ The assumption is that this project will last from February 2025 to December 31, 2026 with close out and final paperwork extending into January 2026 for a total of 24 months.
- ◆ Microsoft Project will be used for schedule tracking and updates.
- ◆ Assume in person meetings every other month and the opposite month meeting to be virtual.

TASK 2: PRELIMINARY ENGINEERING REPORT

Ardurra will prepare two preliminary engineering reports in compliance with CWSRF requirements for Each Agency including design criteria and alignments and hydraulic analysis for the total of six separate residential areas. The document will include Ardurra's research summary on lot septic tank locations especially for the two mobile home parks so that appropriate pipelines can be developed, construction packaging strategies, and required construction permits. We will include the advantages and disadvantages of the alternatives considered, construction constraints, unique challenges and possible solutions. Other key factors related to design and construction and offsite improvements needed for additional capacity constraints, life cycle costs. Ardurra will provide sketches with sufficient detail to illustrate the scale and location of the project components, analysis of probable construction costs, and a summary of potential issues, including environmental constraints. Ardurra will meet with City and Both Agencies' staff to discuss the alternatives and select the preferred solution.

The Project team also has significant experience and cost estimates available to them from projects they have completed for other similar clients recently. The team will work together to assure that the estimate is in conformance to state standards for the maximum grant reimbursement. The reports will be signed and stamped by a Professional Engineer in the State of California.

DELIVERABLE(S): CVWD Sewer Consolidation Project Draft Preliminary Engineering Report, DWA Sewer Consolidation Project Draft Preliminary Engineering Report, CVWD Sewer Consolidation Project Final Preliminary Engineering Report, DWA Sewer Consolidation Project Final Preliminary Engineering Report.

ASSUMPTIONS: Each Agency's comments and the City's comments on the respective report will have one consolidated set of comments so that conflicting comments are resolved prior to providing to Ardurra. One comment resolution meeting will be held for each respective report and limited time can be used in that meeting to help resolve conflicting comments, however, if multiple meetings or multiple review cycles are required, they may require additional services scope.

TASK 3: PROJECT ENVIRONMENTAL DOCUMENTATION

Ardurra has teamed with Helix Environmental for completion of the environmental documentation. The following tasks are required for Each Agency as two separate reports will be prepared and two separate MNDs will be developed.

CULTURAL RESOURCES SURVEY & TECHNICAL REPORT

HELIX will conduct a cultural resources survey to identify cultural resources that may be affected by the proposed project in accordance with state and federal regulations, including the following tasks: HELIX will work with City staff and the CSWRCB to define the Area of Potential Effect (APE) for cultural resources; obtain a records search from the South Coastal Information Center (SCIC), the California Historical Resources Information System (CHRIS) repository for Riverside County, for the project area pipeline corridors and a one-mile buffer; contact the Native American Heritage Commission (NAHC) for a Sacred Lands File check and list of contacts; contact the Native American community as identified by the NAHC (if directed to do so by City staff); review historic aerials and topographic maps; and conduct a field survey of the total proposed project area assuming 29,000 linear feet and a 50-foot buffer on each side of the alignment centerline. Due to the cultural sensitivity of the project vicinity, HELIX will include a Native American (Cahuilla) monitor on the survey, unless directed otherwise by City staff.

HELIX will prepare a cultural resources technical report documenting the methods and results of the study, including recommendations for further research and proposed mitigation measures, if such are necessary. Conclusions will be categorized by neighborhood. The report will address both CEQA significance and federal compliance (e.g., Section 106 of the National Historic Preservation Act). Based on one set of minor comments from the City, HELIX will revise the draft report and submit an electronic copy of the revised draft report for submittal to the SWRCB. HELIX will respond to one set of minor comments from the SWRCB.

TRIBAL CONSULTATION ASSISTANCE

If requested by the City, HELIX's Cultural Resources Group staff will act as extension of City staff to assist with government-to-government outreach and consultation under Assembly Bill (AB) 52. HELIX will draft notification letters to be sent on City letterhead to Tribes who have registered with the City requesting to be notified of projects. This scope assumes up to 12 hours for a senior archaeologist or Principal Cultural Resources Specialist to assist with consultation meetings, including attendance via virtual meetings or telephone and providing meeting summary notes afterwards.

In addition, HELIX will assist with Section 106 notifications and consultation. The scope for this task assumes up to an additional 24-hours for a senior archaeologist or Principal Cultural Resources Specialist for preparation of a draft State Historic Preservation Officer (SHPO) notification letter and assistance with consultation meetings, including attendance via telephone and providing meeting minutes afterwards. The scope does not include any in-person meetings; additional meetings and consultation assistance can be accommodated on a time-and-materials basis if they are required.

PALEONTOLOGICAL TECHNICAL REPORT (SDNHM)

A paleontological resources technical report for Each Agency will be prepared by the San Diego Natural History Museum (SDNHM). A review of published and unpublished paleontological and geological reports covering the project area will be conducted. Searches of the paleontological collection records housed at the Natural History Museum of Los Angeles County (NHMLA), San Diego Natural History Museum (SDNHM), and Western Science Center (WSC) will be conducted to determine the extent of known fossil collection sites within and adjacent to the project area. An evaluation of the resource significance/sensitivity of individual geologic formations underlying the project area will be conducted. Draft and final technical reports will be prepared that will summarize the results of the document review, records searches, and paleontological resource sensitivity assessment, categorized by neighborhood. The report will also include a discussion of potential project-related impacts to paleontological resources and will provide general mitigation measures to reduce any potential impacts to a less than significant level.

GENERAL BIOLOGICAL SURVEY & JURISDICTIONAL ASSESSMENT

HELIX will conduct a general biological survey and jurisdictional assessment over the five CVWD sites that collectively comprise the survey area in Cathedral City as described in the RFP. The general biological survey will: map current vegetation communities and land uses; assess suitability of habitat for listed and sensitive plant and animal species; and preliminarily identify and map potential jurisdictional waters. The locations of sensitive species incidentally observed or otherwise detected during the general biological survey will be mapped in the field. The results of the general biological survey will determine future survey needs for listed and highly sensitive species. The complete survey results and mapping will be included in the Biological Technical Report (BTR) and Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP) Consistency Analysis.

HELIX will prepare a BTR and CVMSHCP Consistency Analysis to be submitted to the City for CEQA and CVMSHCP consistency review. This report will describe the survey methods employed, present the results of the fieldwork, assess the potential for additional sensitive resources to occur within the survey area, identify regulatory issues related to the resources within the survey area, calculate project impacts for the project, provide conclusions for each of the five neighborhoods, and recommend potential mitigation measures in accordance with CEQA and CVMSHCP requirements. The project team will provide a grading plan that includes permanent and temporary land disturbance required to implement the proposed project, including remedial grading, and construction staging/access. The grading plan will be analyzed for impacts based on CEQA and CVMSHCP requirements and thresholds. HELIX will revise the draft report based on one set of comments provided by

the project team. HELIX will then finalize the report and submit an electronic version of the report to Ardurra for submittal to the City. If major or multiple rounds of revisions are needed, additional contract authorization may be required. This task assumes analysis of only one version of the project alignment. Major design revisions, and/or analysis of more than one version of the designs, may require a contract augment.

AIR QUALITY TECHNICAL LETTER

HELIX will prepare a brief air quality/greenhouse gas (GHG) technical letter for the CVWD project. HELIX will quantify the project's construction and operational criteria pollutant regional daily emissions and annual GHG emissions. Construction and operational emissions will be estimated using the California Emissions Estimator Model (CalEEMod). The analysis results will be subcategorized by neighborhood. As part of federal compliance, the analysis will also include annual project construction and operational criteria pollutant emissions for a Clean Air Act (CAA) General Conformity Rule applicability analysis. HELIX will provide the results of the air quality and GHG analyses in a technical letter to include brief descriptions of the existing setting and applicable regulations and policies; the results of the analyses described above; and significance determinations in accordance with CEQA guidelines.

HELIX will prepare an Initial Study (IS) for the CVWD project that will include the following, as required by the State CEQA Guidelines: description of the project, including the five neighborhoods within the CVWD area; description of the environmental setting; identification of effects for 20 environmental topics based on the questions included in the Appendix G checklist, followed by a brief discussion of each checklist answer, subcategorized by neighborhood; and a discussion of ways to mitigate the significant effects identified (if applicable). The IS will be based on information provided by the project team, the technical analyses prepared as described above, and our knowledge of the project area and similar facilities. Noise calculations for construction impacts will be provided and inserted directly into the IS (no separate technical report). HELIX will submit electronic files of the Initial Study for review and approval by the City. For cost estimating purposes, this scope assumes a draft and a final version of the Initial Study will be submitted to the City.

ENVIRONMENTAL TASKS PROJECT MANAGEMENT

HELIX will provide as-needed project management services to the City, which are expected to include quality assurance/quality control review of work products, task coordination, progress review and reporting, phone and e-mail correspondence, and online meetings with the City, project team, and/or other agencies. For cost estimate purposes, this task assumes 12 hours for the Principal Planner and 40 hours for the Project Manager.

SECTION 7 BIOLOGICAL REPORT (OPTIONAL)

Based on HELIX's review of the project data, no impacts to federally listed species are likely to occur, therefore no formal or informal Section 7 Consultation between the U.S. Fish and Wildlife Service (USFWS) and another federal agency are anticipated. If impacts to federally listed species were determined to be required, those impacts would likely be addressed as a covered species under the CVMSHCP, which is a Section 10(a) permit pursuant to the Federal Endangered Species Act (FESA). Given the need for NEPA-like documentation for the project based on federal funding requirements, HELIX has prepared this optional task for documentation related to the FESA, if required to support the NEPA-like reporting requirement.

This task does not include the preparation of a Biological Assessment for a formal or informal Section 7 Consultation between USFWS. If it is determined that one is needed, a contract augment can be provided.

DRAFT MND

HELIX will prepare a Draft Mitigated Negative Declaration (MND) that describes the projects for Each Agency, identifies potentially significant impacts and the associated mitigation that would avoid or reduce those impacts to less-than-significant levels based on the Initial Study described above, and include a finding that the proposed project would not, as mitigated, have a significant effect on the environment.

HELIX will provide an electronic version of the administrative Draft MND for City review. Upon incorporation of appropriate revisions, HELIX will provide a public review version of the document electronically to the City (the Initial Study will be attached to the MND, along with the technical reports). HELIX will be responsible for all public noticing (up to 200 recipients on the noticing mailing list sent regular mail and including publication of one advertisement in the local newspaper) of the Public Review Draft MND and will be responsible for uploading the required deliverables to the State Clearinghouse's CEQAnet web portal (assuming the City will approve HELIX as an authorized document uploader).

FINAL MND

In consultation with the City, HELIX will respond to comments received on the content of the Draft MND during public review of the document. For the purposes of this cost estimate, it is assumed that the preparation of responses will not require more than 50 hours of professional staff time. HELIX will also prepare a Mitigation Monitoring and Reporting Program (MMRP). The responses to comments, MMRP, and revisions to the Draft MND (as needed) will be incorporated into the Final MND. One set of revisions will be completed prior to finalizing the deliverables. HELIX will provide the Final MND electronically to the City.

This scope assumes that HELIX will prepare the Notice of Determination (NOD). HELIX will file the NOD with the Riverside County Clerk within five days after adoption of the Final MND. The City will be responsible for paying the appropriate County Clerk and California Department of Fish and Wildlife CEQA filing fees.

ASSUMPTIONS:

- ◆ Once preparation of the technical reports has begun, no changes to the Project design will occur such that major revisions to the project description or re-analysis of any environmental issue will be required.
- ◆ The scope assumes a general survey of the project area and assumes that no additional project areas, staging yards, or other project elements will be added during the design phase of the project. Only publicly accessible areas will be assessed.
- ◆ Air quality modeling assumes that a separate model run will be required for each neighborhood and that construction assumptions (equipment, duration, phasing) will be provided by the Project team.
- ◆ The scope does not include historic evaluation, as it is assumed that built environment resources will not be affected by the project. If historic features requiring documentation and evaluation are identified, a contract augment would be required to address them.
- ◆ The scope assumes the direct cost of the records search for Both Agencies would not exceed \$1,000.
- ◆ The scope assumes that no cultural resources will be identified within the project alignments as a result of the records search and field survey. If resources are identified, they will need to be recorded and evaluated to assess their significance. The scope and cost of such documentation and evaluation would depend on the extent and nature of the resources identified and would require a contract modification.
- ◆ The biological survey assumes that all sites will be assessed during the same site visit.
- ◆ Costs associated with public meetings, species-specific focused surveys, tree surveys, formal wetland delineation or aquatic resource delineation reports, and/or permit preparation and processing tasks not specifically described above ("additional work") are not included within the scope of services.
- ◆ The project team is responsible for assuring that technical reports that are provided to HELIX for the public record by any party not under subcontract to HELIX are consistent with the document accessibility requirements of Section 508 of the Rehabilitation Act, the Americans with Disabilities Act, and any similar requirements.

- ◆ The City will pay any required California Department of Fish and Wildlife environmental review fees and County filing fees.

TASK 4: CWSRF CONSTRUCTION APPLICATION

The Consultant shall complete and submit Draft CWSRF Construction Financial Packages including requirements listed in the RFP's Attachment 2, Exhibit A. The Consultant will coordinate with CVWD and DWA to prepare and submit complete CWSRF Construction Applications for each respective agency.

This includes preparing the SWRCB SRF Federal Cross-cutting Environmental Regulations Evaluation Form for Environmental Review and Federal Coordination based on information included in the MND and supporting documentation for federal regulations including the air quality conformity analysis, biological technical report, and cultural resources technical report. A brief alternatives analysis, comparing the proposed project against the No Project alternative.

The SWRCB will distribute the submittal package to the appropriate federal agencies for a 30-day review as required by federal requirements. This distribution is in addition to the standard State Clearinghouse public review requirements under CEQA. We will then finalize the SRF Program submittal package, based on any comments received by federal agencies during review. This scope of work assumes that no revisions will be required to the adopted MND. We will provide digital versions of all files for the City to upload to the SWRCB's FAAST website.

The Preliminary Report in Task 2 will be used as a basis for the Technical package.

DELIVERABLE(S): CVWD Sewer Consolidation Project Draft CWSRF Financial Package, DWA Sewer Consolidation Project Draft CWSRF Financial Package, CVWD Sewer Consolidation Project Construction Application, DWA Sewer Consolidation Project Construction Application

ASSUMPTIONS: This assumes that Each Agency will be able to provide agency specific direction on the General Information Package and Financial Security Package, the final budget package will not be able to be completed until after bidding is completed and bid results are available. Since at this time who is managing the construction is unknown that package will not be able to be completed.

These packages include funding options (grants, assessment districts, or other mechanisms), that they have appropriate bonding capacity, established rates, and have the cost to connect to their system. Since these areas were previously not connected due to financial constraints, the general approach

will be to make an assumption about the availability of grants for completion. However, even grants usually have some sort of matching requirement, so there will need to be direction provided from Each Agency for what could be used for a matching amount.

An equity argument could be made that since these areas are disadvantaged and were not connected due to funding limitations in the past and many other more affluent areas had already been connected with no requirements for upsizing, that these areas should not be responsible for paying the full cost of upsizing some of the segments downstream since they are just the segments that caused the pipe to tip over to a new size. These are the type of discussions and decisions that will need to be completed prior to finalizing the engineering report and may cause delays in the financial elements of the report.

Each Agency's comments and the City's comments on the respective report will have one consolidated set of comments so that conflicting comments are resolved prior to providing to Ardurra. One comment resolution meeting will be held for each respective report and limited time can be used in that meeting to help resolve conflicting comments, however, if multiple meetings are required, they will require additional services scope.

TASK 5: PROJECT PLANS AND SPECIFICATIONS

5.1 30% PLAN SUBMITTAL

Submittal of 30% plans includes a number of steps and elements. These include Survey, Record Utility location, geotechnical investigation, 30% design, 30% Opinion of probable Costs.

5.1.1 SURVEY

Ardurra has teamed with Paradigm Geospatial to complete the Survey tasks for the project.

SURVEY CONTROL ESTABLISHMENT: Our survey team will tie into existing published horizontal and vertical control for this project. The accuracies for these points will be conformant to the standards as outlined in the "Accuracy of Data" below. This control will be shown on an accompanying Survey Control exhibit.

BASEMAP SURVEY:

- ◆ **STREET SURVEY:** Survey crews will perform terrestrial scanning along the +/- 33,600 feet of paved roadway as shown highlighted in Exhibit "A" spanning from Right-of-Way to Right-of-Way across the streets. The scan data will be compiled and +/- 25-foot cross sections extracted from the scan data along the construction path. With the resulting points having an accuracy of +/- 0.03-foot, the data will be compiled into CAD resulting in planimetric linework, and a surface model.

As we are collecting the fieldwork with Terrestrial Scanning methods in the event additional detail is required that may be provided in accordance with the "Optional Office Survey" fee provided.

- ◆ **UTILITY DIPS:** Our survey crews will locate up to 45 Sewer Manhole locations at location provided by the project team. Located Sewer facilities will also have their invert elevations obtained and annotated into the design file. An assumption of 2 days of traffic control will be required for locating the survey manholes. An optional allowance of up to 6 days of field survey has been included to obtain additional utility locations that are marked out and or air excavated.
- ◆ **BASEMAP (ROW) SURVEY:** As a part of the project research our Project Surveyor will research the existing record mapping available from the County Surveyor for the areas shown in Exhibit A. The maps found from the initial research will be noted into the topographic CAD file. The boundary lines shown will be from record GIS data only, and only minimally constrained onto controlling corners. The boundary and right of way locations will be for reference only. This mapping will result in a unified Land Net showing potential changes in ownership and/or rights. This mapping deliverable will be considered an interim deliverable and in the event further research or Records of Survey are deemed necessary our staff will notify the client and await further direction as those services are expressly prohibited under the scope and fee of this proposal.
- ◆ **ACCURACY:** For this project, the proposed accuracy of Survey points will follow ASPRS standards of 1" = 10' @ Class 2, with a contour interval of 1.00 foot. Best efforts will be made to meet or exceed the above specifications; however, limitations of survey equipment will apply.

ASSUMPTIONS:

- ◆ This scope and fee presumes that we will be allowed access to the site during normal working hours (Monday-Friday – 7:00am-4pm).
- ◆ No Record of Survey or Pre-Construction & Post-Construction Corner Records are to be performed as a part of this scope and fee.
- ◆ The fee's provided are assuming that each phase will be able to be surveyed in its entirety all at once
- ◆ This Scope and Fee presumes that Prevailing Wage rates do apply.
- ◆ Parcel and Right of Way mapping research will be limited to existing records readily available from the County of San Bernardino.
- ◆ Private Property (if required) access is to be coordinated by the Client/Project Owner in advance of the field survey.

5.1.2 GEOTECHNICAL INVESTIGATION

Geotechnical investigation is critical to avoid construction issues with unforeseen conditions. Our team has completed significant geotechnical work in the valley and are able to utilize that information to develop the most comprehensive report that will minimize the risk during construction. Corings and density of the asphalt pavement shall be obtained when boring is completed to assist in the pavement rehabilitation strategies. The depth of borings has been anticipated to be 5 feet deeper than the pipeline alignment.

PROJECT SET UP

As part of the project set-up, personnel from our office will conduct the following.

- ◆ Prepare a borings location map and submit for your review and approval.
- ◆ Conduct a site reconnaissance and stake/mark the boring locations.
- ◆ Obtain a no-fee permit from the City of Cathedral City.
- ◆ Notify underground Service Alert (USA) at least 48 hours prior to drilling to clear the boring locations of any conflict with existing underground utilities.
- ◆ Engage a California registered drill rig.

SUBSURFACE EXPLORATION

Our subsurface exploration will include drilling exploratory borings. The purpose of the borings will be to:

- ◆ Obtain subsurface information along the pipe alignments.
- ◆ Obtain undisturbed and bulk samples of the various soil types for laboratory testing.

The number and depth of borings is estimated to be 35 at 15' deep each.

If refusal is encountered before the planned depth is reached, the borings will be terminated at that depth. The borings will be drilled with a truck mounted rig (CME 75 or equivalent) equipped with hollow stem auger for soils sampling. Soils will be continuously logged, sampled and classified by the geologist/engineer in the field by visual examination in accordance with the Unified Soil Classification System.

Continuous undisturbed ring samples of the subsurface materials will be obtained. The relatively undisturbed ring samples will be obtained using a Modified California Sampler (2.4-inch inside diameter and 3.0-inch outside diameter) lined with thin-walled sample rings. The sampler will be driven into the bottom of the borehole with successive drops of a 140-pound hammer falling 30 inches. The number of successive drops of the driving weight ("blows") required for each 6 inches of penetration will be shown on the boring log. The soil will be

retained in brass rings (2.4 inches in diameter and 1.0 inch in height) and carefully sealed in waterproof plastic containers for shipment to the laboratory. Bulk samples of representative soil types will be collected in plastic bags. Groundwater levels, where encountered in the borings, will be recorded.

The borings will be backfilled with soils/cement cuttings and compacted by pushing down with augers using the drill rig weight. Where asphalt concrete is penetrated, the surface will be patched with cold mixed asphalt concrete. If construction is delayed, we recommend the owner monitor the boring site and backfill any settlement or depression that might occur or provide protection around the area of the boring locations to prevent trip and fall injuries from occurring near the area of any potential settlement.

LABORATORY TESTING

Soil samples obtained during exploratory drilling will be tested in our laboratory to evaluate their physical characteristics and engineering properties. Laboratory testing may include, but will not necessarily be limited to, the following.

- ◆ In-place moisture and density
- ◆ Wash Sieve
- ◆ Soil corrosivity
- ◆ R-value
- ◆ Sand equivalent
- ◆ Laboratory maximum density
- ◆ Direct shear

GEOTECHNICAL INVESTIGATION REPORT (GIR)

Data obtained from the exploratory borings and laboratory testing program will be evaluated to prepare a GIR. The content of the report is listed below.

- ◆ Project description.
- ◆ Description of the surface condition along the proposed pipe alignments.
- ◆ A description of the field procedures used in the investigation.
- ◆ A description of subsurface materials encountered, including a documentation of the borings and sampling locations.
- ◆ Location of bedrock and groundwater, if encountered.
- ◆ Discussion on the laboratory test results.
- ◆ Existing pavement section thickness (if encountered) at the boring locations.
- ◆ Local and regional geology.
- ◆ Geologic/geotechnical map which will include all boring and geologic conditions.

- ◆ Proximity of earthquake faults within the project limits and its impact on the project.
- ◆ Seismic coefficient based on 2022 California Building Code.
- ◆ Discussion on the secondary effects of earthquakes.
- ◆ Allowable soils bearing pressures.
- ◆ Allowable lateral earth pressures.
- ◆ Geotechnical parameters of pipe design.
- ◆ Temporary trench slope stability evaluation and recommendation
- ◆ Shoring design recommendations, if needed.
- ◆ Suitability of excavated materials for use as backfill.
- ◆ Excavatability of the soils.
- ◆ Trench backfills recommendations.
- ◆ The pavement section is based on the design traffic index.
- ◆ Street subgrade preparation recommendations.

Our cost is based on the following assumptions.

- ◆ Borings will be spaced about 1,000 feet apart.
- ◆ Boring depth has been assumed 15.0 feet bgs. If refusal is encountered before the planned depth is reached, the borings will be terminated at that depth.
- ◆ The borings will be drilled using a CME 75 or equivalent rig equipped with an 8-inch diameter hollow stem auger.
- ◆ Access to the project area will be available during normal weekday working hours at no additional cost to Converse.
- ◆ Traffic Control required during our field investigation will be provided using signs and cones. No Professional Traffic Control is planned.
- ◆ Borings will be backfilled with soils/cement mix and compacted by augers using the drill rig weight. Where asphalt concrete is penetrated, the surface will be patched with quickset cement.
- ◆ Level D protection will be required during our field investigation.
- ◆ It is understood by both contracting parties that the driller's work on this project is subject to prevailing wage as defined in Labor Code Sections 1770-1780.

PROPOSED SCHEDULE/DELIVERABLES

The field exploration will be conducted within approximately two weeks after receipt of all required permits, subject to driller availability, weather, and other factors beyond Converse's control. About 10 days will be required to complete the field investigation.

One electronic pdf copy of the geotechnical investigation report will be issued within 10 weeks after the fieldwork is completed. The report will be signed and sealed by a licensed geotechnical engineer and professional geologist in the State of California.

5.1.3 SUBSURFACE UTILITY INVESTIGATION

Completing location of utilities is an important step in the design process. Ardurra will send requests for utility plan information services required for the project with the utility companies list provided by the City and other known utilities in the area. There are many dry utilities that have been constructed in communities that are not part of any known utility service. However most of those facilities are shallow and should not pose a conflict risk. Field investigation of the streets will be completed during this phase of work because those smaller dry utilities are often visible as narrow trench paths and handhold access boxes will also be identified.

5.1.4 ROADWAY REHABILITATION ANALYSIS

Although the main objective of the project is the construction of a sanitary sewer system, the pavement rehabilitation costs can be significant. The existing roadways vary from minimal width asphalt concrete local streets with no curb, gutter or sidewalk, to fully improved multi-lane arterial streets. The condition of the existing roadway surface will also be a factor in determining the required rehabilitation strategy. Therefore, it is important to provide the contractor with detailed, clear rehabilitation methods to address the various existing conditions in order to control the costs for the pavement rehabilitation.

As an optional service Our subconsultant, LaBelle Marvin, will prepare a radar analysis of pavement thickness by driving the associated streets and identifying an appropriate average thickness.

Based on the results of the above pavement analysis, Ardurra will prepare a pavement rehabilitation exhibit for all of the roadways which will identify the recommended strategy to be implemented along each roadway segment. Typical cross-sections will be prepared for each recommended rehabilitation strategy, which may include full width AC pavement replacement, construction of an asphalt overlay, single lane rehabilitation, or a trench repair with a slurry seal, chip seal, or cape seal application. The pavement rehabilitation exhibit and typical cross-sections will be included with the 30% design submittal.

In lieu of preparation of complete street rehabilitation plans, Ardurra has been successful in the preparation of construction documents that provide the contractor with a pavement rehabilitation exhibit and typical sections. For full width pavement replacement, the project specifications will include a requirement for the contractor to prepare a pre-construction grade control survey, and then provide the necessary grade staking to reconstruct the roadway surface to its preconstruction

slopes and elevations. The grade control survey will include the existing joint elevations at driveways, access ramps, and intersections in addition to cross sections at specific intervals which will include the centerline of the roadway. Replacement of the roadway to the preconstruction conditions will assure the drainage patterns are not altered to create any deficiencies. In areas of known existing deficiencies, corrective measures can be included in the design. This method can be used for edge of pavement, curb only, or curb and gutter conditions whether the roadway is a typical crowned section or a full tilt section. If the City requests that curb and gutter be added to roadways that do not currently have curb and gutter, this may not be eligible for reimbursement by CWSRF funds, but the City may have other sources such as SB1 or Gas tax funds and as an optional service, Ardurra could design those improvements.

The pavement rehabilitation exhibit combined with the roadway typical sections will also be utilized for the AC overlay, single lane rehabilitation, and the trench repair with slurry seal, chip seal, or cape seal application. For these types of rehabilitation, the grade control survey requirement may not be required, depending on the location of the sewer alignment. The base plans used for the construction of the sewer improvements will be used for quantity take-off purposes to estimate the quantities to be included in the proposal bid sheet of the contract documents.

5.1.5 30% DESIGN & COST OPINIONS

The 30% plan submittal includes progress drawings with horizontal and draft vertical plans, but no elevations or details will be provided except for standard details from Both Agencies. Utilities will be shown in plan view only from record resources. Prior to any submittal to the City, Ardurra performs their own internal QA/QC process that includes a number of steps where comments are made, responses are prepared, the initial review then sits down with the responder to resolve any differences and changes are made to the plans or reports.

ASSUMPTIONS: It has been assumed that both mobile home parks currently have one combined septic system and each existing mobile home is already plumbed to the combined septic system and that no individual pipeline will be necessary for the mobile home parks and only the piping from the combined septic tank to the existing system will be necessary. If individual connections are required, then significantly more pipeline design will be required and will be an additional services request.

It has been assumed that no pump stations will be required for the project. However, if pump stations are required, it is assumed that they will be a package system with a prefabricated building, no electrical system upgrades are required and that all I&C controls will be handled by Each Agency other than a basic system and an optional fee has been included.

All design work will be completed in AutoCADD Civil 3D, Version 2024.

Cost opinions will be prepared in Excel.

DELIVERABLE(S): CVWD Sewer Consolidation Project 30% PS&E, DWA Sewer Consolidation Project 30% PS&E in pdf format. And 1 print set to the City and to Each Agency (two sets for each project area).

5.2 60% PLAN SUBMITTAL

5.2.1 SUBSURFACE UTILITY LOCATION

Based upon the 30% plan drawings, there may be utilities having a higher potential to require potholing. Since sewer facilities tend to be much deeper than water and dry utilities the number of potential conflicts should be low. However since many of these areas were previously excluded from prior septic to sewer projects, there is a chance that part of the reason they were excluded includes the requirements for upsizing facilities and or known conflicts exist for the upsizing of downstream facilities. We have included an allowance for potholing, but recommend that item be completed on an each basis after preliminary alignments are completed. For estimating purposes 20 potholes were assumed, but that number could significantly decrease or increase depending on the information available from the City and the Agencies.

ASSUMPTION: An allowance of 20 air excavated potholes has been assumed to be required for the projects.

5.2.2 60% PLANS, SPECIFICATIONS & OPINIONS OF PROBABLE COSTS

Ardurra will prepare the two 60% design submittals, which will include progress drawings, a table of contents for the technical specifications, and an engineer's opinion of probable costs. Ardurra will provide the necessary special provisions in Each associated Agency's format, and prepare the technical specifications using the format and version adopted by the Agency at the time of design. Upon completion of the City's and Both Agencies's 60% submittal review, Ardurra will schedule a meeting with Each Agency's staff to discuss the review comments in detail and make sure that all comments are addressed, then proceed to the 90% design submittal. The 60% submittals will include draft elevations, details and utilities in the cross section.

DELIVERABLE(S): CVWD Sewer Consolidation Project 60% PS&E, DWA Sewer Consolidation Project 60% PS&E in pdf format. And 1 full size paper print set to the City and to Each Agency (two sets for each project area).

ASSUMPTIONS: Only Technical Specifications will be completed because at this point it is not clear which agency will be managing the construction portion of the work.

5.3 90% PLANS, SPECIFICATIONS, & OPINIONS OF PROBABLE COSTS

Ardurra will prepare 90% contract documents, technical specifications, inserts for the general and special provisions, and an updated opinion of probable costs. Ardurra will submit the requested number of copies of the contract documents and opinion of probable costs. Upon completion of the City and Both Agencies' 90% submittal review, Ardurra will schedule a meeting to discuss final comments with City and Agency staff and make sure that comments are addressed in a timely manner.

DELIVERABLE(S): CVWD Sewer Consolidation Project 90% PS&E, DWA Sewer Consolidation Project 90% PS&E in pdf format. And 1 full size paper print set to the City and to Each Agency (two sets for each project area). Specifications will be provided in MS Word.

ASSUMPTION: Only Technical Specifications will be completed because at this point it is not clear which agency will be managing the construction portion of the work.

5.4 100% PLANS, SPECIFICATIONS, & OPINIONS OF PROBABLE COSTS

Ardurra will then prepare the 100% plans for submittal review. Changes in alignment, design criteria, drawing standards, details, or design preference after the 60% submittal may be cause for a change order for additional services.

The final design package will be prepared when Both Agencies' comments from the 100% submittal are addressed. Mylars, signed by a registered professional engineer and at a scale and clarity suitable for half-size reproduction, final specifications with a complete bid schedule, and an opinion of probable construction costs will be submitted. Costs will be based on current construction contracts of similar work, and adjusted for local and regional price indices, such as the ENR-CCI for southern California, and for price fluctuations related to equipment, labor, and materials. Final technical specifications, bid schedule with measurement and payment details, and opinion of probable cost will be submitted in pdf format and electronically in AutoCAD, and Microsoft Word or Excel, as appropriate.

ASSUMPTIONS: Only Technical Specifications will be completed because at this point it is not clear which agency will be managing the construction portion of the work. The Final Technical specifications will be sealed by a professional. The Measurement and payment details will be provided in one consolidated section due to the anticipated different approach each agency may have in their front end documents.

TASK 6: OPTIONAL SERVICES AND ADDITIONAL SERVICES ALLOWANCE

For a project of this size and nature, there are always unknowns that cannot be anticipated at this time that require additional time or efforts. Ardurra has included a number of optional services, but also recommends that an authorization allowance of at least 10% be included in the contract award to be utilized only upon written direction of City staff for unknown tasks and services. Some of this may be for tasks that are currently excluded through assumptions or for other unknowns.

PROJECT SCHEDULE



OVERALL PROJECT SCHEDULE
City of Cathedral City
Professional Engineering Design Services for CWSRF Septic to Sewer Planning Project
City Project No.: (C01020) | SWB Project No.: (C-06-8696-110)

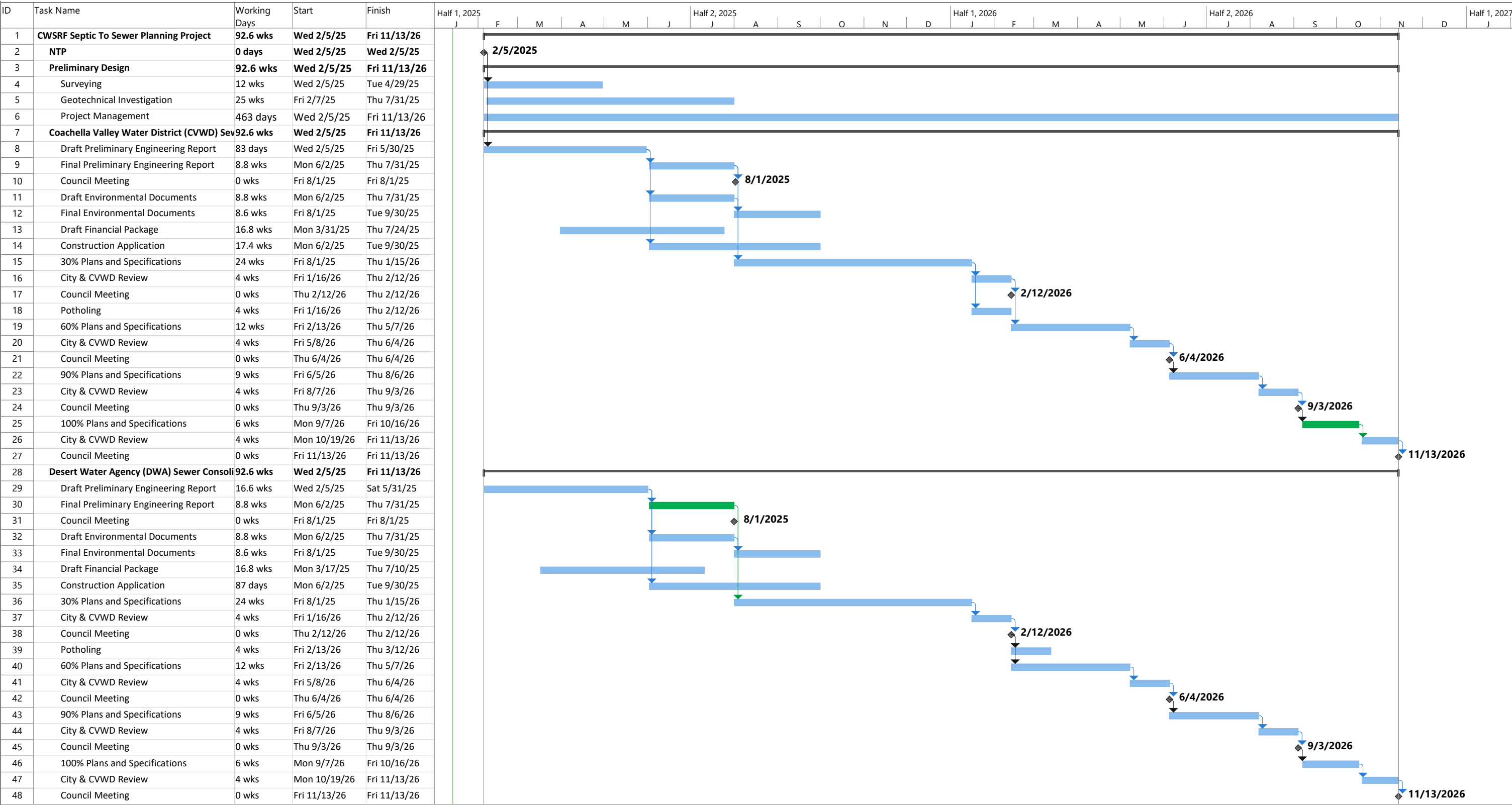


EXHIBIT "B"
COMPENSATION

COST PROPOSAL

SAMPLE COST PROPOSAL

Sample Only - Required Cost Proposal Template To Be Determined By Agency

SAMPLE COST PROPOSAL 1

Reset Form

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant Ardurra Inc.

Project No. C-06-8696-110 Contract No. City C01020 Date January 14, 2025

DIRECT LABOR (NO OPTIONAL SERVICES)

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal/Project Manager	Carmen Kasner	294	\$150.00	\$44,100.00
Grant Manager	Amy Czajkowski	279	\$123.05	\$34,330.95
Assistant PM	Jamie Fagnant	626	90.67	\$56,759.42
Project Engineer	Rick St. John	969	\$71.80	\$69,502.40
Engineer II	William Augustine	3196	\$61.32	\$195,978.72
CAD Designer IV	Dustin Payne	2018	\$49.38	\$99,648.84
Administrative IV	Tana Bondy	102	\$35.95	\$3,666.90

LABOR COSTS

- a) Subtotal Direct Labor Costs \$503,987.23
- b) Anticipated Salary Increases (see page 2 for calculation) \$0
- c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] \$503,987.23.00

INDIRECT COSTS

- d) Fringe Benefits (Rate: 58.27%) e) Total Fringe Benefits [(c) x (d)] \$ 295,941.30.00
- f) Overhead (Rate: 108.89%) g) Overhead [(c) x (f)] \$548,791.69
- h) General and Administrative (Rate:) i) Gen & Admin [(c) x (h)] \$ 0.00
- j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] \$844,733.00

FIXED FEE

- k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee 15.00%] \$202,308.03

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	5,440	miles	\$0.70	\$3,808
Air Excavation (allowance)	35	Each	\$3,500	\$ 87,000
Traffic Control (optional)				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00

l) **TOTAL OTHER DIRECT COSTS** \$90,808

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

Helix Environmental	\$250,499
Converse Consultants	\$ 99,330
Paradigm Geospatial	\$128,353
West Coast Civil	\$ 58,000

La Belle-Marvin (Optional)	\$0
m) TOTAL SUBCONSULTANTS' COSTS	
n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]	\$ 626,989.
TOTAL COST [(c) + (j) + (k) + (n)]	\$2,178,017.56

NOTES:

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

Certification of Direct Costs:

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

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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Carmen Kasner, PE Title *: Southwest Operations Director
 Signature: Carmen C. Kasner P.E. Date of Certification (mm/dd/yyyy): 01/13/2025
 Email: ckasner@ardurra.com Phone Number: 760.525.9995
 Address: 43410 Business Park Drive, Temecula, CA 92590

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

List services the consultant is providing under the proposed contract:

See attached scope of services.



COST PROPOSAL
City of Cathedral City
Professional Engineering Design Services for CWSRF Septic to Sewer Planning Project
City Project No.: (C01020) | SWB Project No.: (C-06-8696-110)



Task/Subtask Description	Ardurra Personnel										HRS	Subtask Labor Cost	Direct Cost							Subs Subtotal	Total Cost
	Principal & QA/QC	Sr. Project Manager	Assistant Project Manager	Project Engineer	Engineer/ Designer	CADD Designer				Admin				Environmental	Survey	Geotechnical	Modeling Support	Pavement evaluation			
														Helix	Paradigm Geospatial	Converse	West Coast	Labelle-Marvin			
Project Management																					\$194,863
Project Schedule and Progress Reports (24 months)		24	48							24	96	\$25,134								\$0	\$25,134
Meetings (12 virtual & 12 in-person)	80	40	80							24	224	\$77,045	\$2,688							\$0	\$79,733
Coordination with CVWD (6 meetings, 3 in person, 3 virtual)	36	18	36							6	96	\$34,139	\$336							\$0	\$34,475
Coordination with DWA (3 meetings, 2 in person, 1 virtual)	22	11	22							3	58	\$20,789	\$224							\$0	\$21,013
Council Meetings (5 in person)	40		40		20					5	105	\$33,949	\$560							\$0	\$34,509
Preliminary design report																					\$225,414
Basis of Design Reports																					
Narrative Description	4	2	16	12	32	16					82	\$18,188								\$0	\$18,188
Baseline Understanding & Alternative development	4	2	8	12	64	16					106	\$21,994								\$0	\$21,994
Design criteria documentation	4	2	8	16	24						54	\$12,899								\$0	\$12,899
Downstream connection locations	4	2	8	40	80	80					214	\$40,923								\$0	\$40,923
Modeling of facilities (2 separate models)	1	2	4								7	\$2,335					\$48,000		\$48,000	\$50,335	\$50,335
Draft report submittals	2	4	16	80	160	24				24	310	\$61,067								\$0	\$61,067
Final Report Submittal	1	2	16	24	32	8				16	99	\$20,009								\$0	\$20,009
Enviornmental Documentation																					\$267,552
												\$0								\$0	\$0
Subconsultant Coordination		2	16	32							50	\$12,291								\$0	\$12,291
Graphics for Environmental documents			4			24					28	\$4,763								\$0	\$4,763
Subconsultant tasks												\$0		\$250,499						\$250,499	\$250,499
												\$0								\$0	\$0
CWSRF Construction Application																					\$178,993
												\$0								\$0	\$0
Meetings with DWD & CVWD for information gathering (handled under PM)												\$0								\$0	\$0
General Information Package		40	8	80	120						248	\$57,694								\$0	\$57,694
Package Technical Package		64	8	80	120						272	\$66,781								\$0	\$66,781
Package Enviornmental Package		16		12							28	\$8,709								\$0	\$8,709
Financial Security Package	16	48	32		60						156	\$45,808								\$0	\$45,808
No submittal for Final budget Approval Package												\$0								\$0	\$0
												\$0								\$0	\$0
Project Plans & Specifications																					\$1,275,463
30% plans	40		120	240	600	600					1600	\$309,344					\$6,000		\$6,000	\$309,344	\$309,344
Survey	2		16								18	\$5,387			\$92,353					\$92,353	\$97,740
Geotechnical Investigation	2		16								18	\$5,387				\$99,330				\$99,330	\$104,717
30% Submittal Design & Cost Opinion	2		8	16	32						58	\$12,728								\$0	\$12,728
Roadway Rehabilitation Analysis	6		16		160	320						\$86,045								\$0	\$86,045
Subsurface Utility Investigation (including allowance)	2		16		32						50	\$11,425	\$87,500							\$0	\$98,925
60% Plans, Specs & Cost Opinion	16		40	200	800	600						\$304,846					\$6,000		\$6,000	\$310,846	\$310,846
90% Plans, Specs & Cost Opinion	8		20	100	800	300					1228	\$227,897					\$3,000		\$3,000	\$230,897	\$230,897
100% Plans, Specs, & Cost Opinion	2		4	24	60	30					120	\$23,221					\$1,000		\$1,000	\$24,221	\$24,221
												\$0								\$0	\$0
Optional Services & Allowance																					\$550,442
Pumpstation design	4	30	60	120	480	240					934	\$183,492								\$0	\$183,492
Public Outreach													\$150,000							\$0	\$150,000
Roadway pavement analysis												\$0						\$15,950		\$15,950	\$15,950
Allowance												\$0	\$150,000							\$0	\$150,000
Optional survey for utility location												\$0			\$36,000					\$36,000	\$36,000
Optional traffic control for utility dipping												\$0	\$15,000							\$0	\$15,000
Total Hours Without Optional Services	294	279	626	968	3196	2018	0	0	0	102	5325										

RATE SCHEDULES (FOR ADDITIONAL SERVICES)

ARDURRA GROUP, INC.



ARDURRA GROUP, INC. 2025 Standard Billing Rate Schedule

Rates Effective through December 31, 2025

(Future years subject to review for Consumer Price Index escalation or 3%, whichever is greater)

CALIFORNIA WATER PRACTICE

STAFF	HOURLY RATE	STAFF	HOURLY RATE
Project Manager VI.....	\$ 345	Senior Construction Manager.....	\$ 273
Project Manager V.....	\$ 337	Construction Manager.....	\$ 242
Project Manager IV.....	\$ 290	Resident Engineer*.....	\$ 225
Project Manager III.....	\$ 270	Public Works Inspector*.....	\$ 208
Project Manager II.....	\$ 250	Document Control and Administration*.....	\$ 142
Project Manager I.....	\$ 220	Senior Labor Compliance Specialist.....	\$ 155
		Labor Compliance Analyst.....	\$ 142
Project Engineer VI.....	\$ 290		
Project Engineer V.....	\$ 230	Program Manager VI.....	\$ 250
Project Engineer IV.....	\$ 220	Program Manager V.....	\$ 220
Project Engineer III.....	\$ 190	Program Manager IV.....	\$ 200
Project Engineer II.....	\$ 165	Program Manager III.....	\$ 190
Project Engineer I.....	\$ 145	Program Manager II.....	\$ 170
		Program Manager I.....	\$ 155
CAD Designer VI.....	\$ 200		
CAD Designer V.....	\$ 190	Planner VI.....	\$ 250
CAD Designer IV.....	\$ 175	Planner V.....	\$ 235
CAD Designer III.....	\$ 160	Planner IV.....	\$ 220
CAD Designer II.....	\$ 155	Planner III.....	\$ 180
CAD Designer I.....	\$ 140	Planner II.....	\$ 150
		Planner I.....	\$ 130
Administrative Assistant VI.....	\$ 130		
Administrative Assistant V.....	\$ 120	Scientist VI.....	\$ 220
Administrative Assistant IV.....	\$ 110	Scientist V.....	\$ 210
Administrative Assistant III.....	\$ 100	Scientist IV.....	\$ 175
Administrative Assistant II.....	\$ 95	Scientist III.....	\$ 165
Administrative Assistant I.....	\$ 90	Scientist II.....	\$ 155
		Scientist I.....	\$ 135
Intern III.....	\$ 110		
Intern II.....	\$ 100	Field Representative III.....	\$ 130
Intern I.....	\$ 90	Field Representative II.....	\$ 120
		Field Representative I.....	\$ 110

ARDURRA GROUP, INC., CONTINUED



ARDURRA GROUP, INC. 2025 Standard Billing Rate Schedule

Rates Effective through December 31, 2025

(Future years subject to review for Consumer Price Index escalation or 3%, whichever is greater)

NOTES

Notes:

* Positions noted with an asterisk are subject to overtime rates billed at 1.5 times regular rates for all time over eight (8) hours in a single day or work performed on Saturday; and double time rates for work performed on Sundays and holidays.

Project/Construction Management & Inspection Notes:

- ¹ The above hourly rates include wages, fringe and general and administrative overhead and fee, as well as typical supplies, tools and equipment required to perform services. Construction management software is not included in the base rate.
- ² Prevailing Wage Rates are subject to increases pursuant to the State of California's Department of Industrial Relations Wage Rate Determinations. Ardurra's Billing Rates will increase in proportion to the DIR increase, plus overhead and profit. The current rates are based on Determination SD-23-63-3-2023-2D, issued 8/22/2023.
- ³ The following minimum callout applies to Inspection staff, in accordance with Industrial Welfare Commission Order #16-2001: • Cancellation of 8 hours scheduled inspection after inspector's arrival on site: 4-hour minimum • Cancellation of 4 hours scheduled inspection after inspector's arrival on site: 2-hour minimum.
- ⁴ For contracts involving public works inspection services, Ardurra requires the awarding public agency to complete DIR form PWC-100 solely for Ardurra as the prime contractor specific to the awarded contract name and amount. A half-hour per week, per inspector labor compliance charge will be billed for all Prevailing Wage inspection assignments.

Overall Notes:

Reimbursable Expenses (Other Direct Costs): Ordinary identifiable non-salary costs that are directly attributable to the project, such as regular commuter travel costs, standard equipment, tools and software, etc., are included in the fee estimated above. Extraordinary expenses, such as oversized and/or color reproduction costs, vehicle identification decals, site facility hard phone line and/or internet service charges, non-commuter project miles and/or other travel expenses to remote (over 50 miles one-way) fabrication yards / batch plants, overnight postage / couriers, etc., are billed at actual cost. Travel charges to a casting / fabrication yard or batch plant will include the hourly billing rate plus travel expenses as listed in the Caltrans Travel Guide (State rates). Mileage is billed at the current IRS rate (currently \$0.655/mile). An allowance for Extraordinary charges is included as Other Direct Costs (ODC) in the fee table above. Extraordinary charges above and beyond the estimated ODC allowance will not be billed to the Client unless specifically included in the contract or requested and approved by the Client in writing prior to incurring the additional expense.

Fees for Subconsultant Services: Billed at actual cost, plus ten percent (10%) to cover overhead and administration.

Web Based Contract Administration: Selected / specified cloud based service billed at cost plus ten percent (10%).

Escalation: Unless specified otherwise (such as for prevailing wage personnel), all billing rates are subject to annual review for Consumer Price Index escalation or 3%, whichever is greater.

Exclusions to Scope and Fee: The following items are specifically excluded:

- Legal advice
- Specialized software (other than MS Office Suite and MS Project)

CONVERSE**CONVERSE CONSULTANTS
Non-Prevailing Wage Schedule of Fees
Geotechnical Personnel****Introduction**

It is the objective of Converse Consultants to provide its clients with quality professional and technical services and a continuing source of professional advice and opinions. Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. This fee schedule is valid through December 31, 2025.

Hourly Charges for Personnel

Staff assignments will depend on personnel availability, job complexity, project site location, and experience level required to satisfy the technical requirements of the project and to meet the prevailing standard of professional care.

Field Technical Services (all including vehicle and equipment)

Construction Inspector – ACI/ICC and/or AWS/CWI certified (concrete, post-tension, masonry, structural steel, fireproofing; includes concrete batch plant and local steel fabrication inspections)	\$90
Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant).....	90
Construction Inspector/Technician (skidmore, pull testing, torque testing, Schmidt hammer, and pachometer).....	90
Coring Technician	90
Soils Technician (soil, base, asphalt concrete, and moisture emission testing)	90
Senior Soils Technician.....	95
Sample Pick-Up	60

Professional Services (field and office)

Staff Professional	\$145
Senior Staff Professional.....	155
Project Professional	165
Project Manager.....	190
Senior Professional	190
Principal Professional.....	230
Principal/Consultant	235

Laboratory Testing

Laboratory Technician.....	Per Test
(See Geotechnical Laboratory Testing and Materials Testing Services fee schedules.)	
Laboratory Supervisor.....	\$100

Office Support

Clerical/Word Processing	\$90
Drafting.....	90
CAD Operator/Drafting Manager.....	100

An overtime charge of 50 percent of the above hourly rates (excluding Professional Services) will be added for time in excess of eight hours per day and for all time on Saturdays, Sundays and holidays. An overtime charge of 100 percent of the above hourly rates (excluding Professional Services) will be charged on Sunday if hours worked were seven continuous eight hours per day in one work week, not counting paid time off within the week. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel.

Expenses

1. Exploration expenses (drilling, trenching, etc.) are charged at cost plus fifteen percent.
2. Travel and subsistence expenses (transportation, room and board, etc.) for individuals on projects requiring travel and/or living 50 miles away from the project site are charged at cost plus fifteen percent.
3. Automobile and truck expenses are charged at cost plus fifteen percent (rentals) or at the current IRS mileage rate for company-owned vehicles traveling between principal office and project.
4. Other out-of-pocket direct project expenses (aerial photos, long-distance telephone calls, permits, outside printing services, tests, etc.) are charged at cost plus fifteen percent.

Invoices

1. Invoices will be submitted to the Client on a monthly basis, and a final bill will be submitted upon completion of services.
2. Payment is due upon presentation of invoice and is past-due thirty days from invoice date. In the event Client fails to make any payment to Converse when due, Converse may immediately cease work hereunder until said payment, together with a service charge at the rate of eighteen percent per annum (but not exceeding the maximum allowed by law) from the due date, has been received. Furthermore, Converse may at its sole option and discretion refuse to perform any further work irrespective of payment from Client in the event Client fails to pay Converse for services when said payments are due.
3. Client shall pay attorneys' fees or other costs incurred in collecting any delinquent amount.

General Conditions

The terms and provisions of the Converse General Conditions are incorporated into this fee schedule as though set forth in full. If a copy of the General Conditions does not accompany this fee schedule, Client should request a copy from this office.

CONVERSE, CONTINUED**CONVERSE CONSULTANTS****Schedule of Fees – Geotechnical Laboratory Testing**

Compensation for laboratory testing services will be made in accordance with this fee schedule which includes test report(s) and engineering time. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. The rates are based on non-contaminated soil. A surcharge will be charged for handling contaminated material, which will be determined based on the project. This fee schedule is valid through December 31, 2025.

IDENTIFICATION AND INDEX PROPERTIES TESTS

Visual Classification, ASTM D2488.....	15.00
Engineering Classification, ASTM D2487	20.00
Moisture Content and Dry (bulk) Density,	
ASTM D2216 and D2937	20.00
Moisture Content, ASTM D2216	15.00
Shrinkage Limit, ASTM D4943	85.00
Atterberg Limits, ASTM D4318	
Several points	150.00
One Point	50.00
Particle Size Analysis, ASTM D6913	
Fine Sieve, from + #200 to #4	100.00
Coarse and Fine Sieve, from #200 to 3 in	180.00
Hydrometer	120.00
Percent Passing #200 Sieve, ASTM D1140.....	80.00
Specific Gravity	
Fine, passing #4 sieve, ASTM D854	90.00
Coarse, retained on #4 sieve, ASTM C127	90.00
Sand Equivalent Test, ASTM D2419.....	110.00
Double Hydrometer Dispersion, ASTM D4221.....	150.00

COMPACTION AND BEARING STRENGTH

Standard Proctor Compaction, ASTM D698 or ASTM D1557	
Method A or B	200.00
Method C, 6" mold.....	200.00
California Impact Method, Caltrans 216	200.00
R-value, ASTM D2844 and CTM301.....	250.00
California Bearing Ratio (CBR), ASTM D1883	
1 Point.....	530.00
3 Points	750.00
Relative Density	
0.1 Cubic Foot Mold	200.00
0.5 Cubic Foot Mold	300.00

SHEAR STRENGTH

Torvane/Pocket Penetrometer	25.00
Direct Shear	
Quick Test.....	75.00
Consolidated, Drained, granular soil,	
ASTM D3080	200.00
Consolidated, Drained, fine grained soil,	
ASTM D3080	250.00
Consolidated, Undrained, fine grained soil.....	200.00
Residual Strength, per cycle	60.00
Remolded Specimens	60.00

STATIC UNIAXIAL AND TRIAXIAL STRENGTH TESTS (PER POINT)

Unconfined Compression, ASTM D2166	150.00
Unconsolidated, Undrained, ASTM D2850	160.00
Consolidated, Undrained, per point	700.00
Consolidated, Drained, per point	700.00
With Pore Pressure Measurement, per load	150.00
Remolded Specimen.....	90.00

CONSOLIDATION (ASTM2435) AND SWELL COLLAPSE (ASTM D4546) TESTS

8 Load Increments	220.00
Additional Load Increment	50.00
Time-Ratio, per load increment.....	90.00
Single Point, collapse test.....	90.00

Single Load Swell, ASTM D4546	
Ring Sample, Field Moisture.....	90.00
Ring Sample, Air Dried	90.00
Remolded Sample.....	60.00
Expansion Index Test, UBC 29-2/ASTM D4829.....	130.00

HYDRAULIC CONDUCTIVITY TESTS

Constant Head, ASTM D2434	250.00
Falling Head Flexible Wall, ASTM D5084	300.00
Triaxial Permeability, EPA 9100	350.00
Remolded Specimen.....	60.00

CHEMICAL TESTS

Corrosivity (pH, resistivity, sulfates, chlorides)	220.00
Organic Content, ASTM D2974.....	80.00

Conditions: Unit rates presented on this fee schedule are for routinely performed geotechnical laboratory tests. Numerous other earth material physical tests can be performed in our geotechnical laboratories, including rock core, soil cement and soil lime mixture tests. Tests not listed can be quoted upon request.

Prices are based on the assumption that samples are uncontaminated and do not contain heavy metals, acids, carcinogens and/or volatile organics which can be measured by an organic vapor analyzer or photoionization detector with a concentration greater than 50 parts-per-million (ppm). Quoted testing fees are based on the assumption that no protective clothing will be required to handle samples. If Level D protective clothing will be required during handling of samples (as defined in Federal CFR Part 1910.120), then a 40% increase in fees presented in this schedule will be applied. Level C protective clothing will be a 60% increase in fees. Converse will not handle samples that require either Level B or Level A protection in our geotechnical laboratories. Contaminated samples will be returned to the client. Uncontaminated samples will be disposed of 30 days after presentation of test results. The client must disclose the source of samples. Samples imported from out of state will be incinerated after testing in accordance with requirements of the United States Department of Agriculture. Soil samples obtained within the State of California currently designated quarantine areas will also be incinerated in accordance with the requirement of the State of California, Department of Food and Agriculture, Division of Plant Industry, Pest Exclusion. A \$5.00 incineration fee will be added to each sample that is required to be incinerated in accordance with State and Federal law.

Test results requiring plots will be presented in a publishable format generated from computer programs. Otherwise, raw test numbers will be presented. A minimum laboratory fee of \$50.00 will be charged to present and mail test results. Beyond the standard U.S. Mail delivery, specialized transmittal will be charged at additional cost (e.g., Federal Express, UPS, etc.). Geotechnical testing does not include engineering and/or geologic review and analysis. Typical turnaround for geotechnical laboratory testing is two weeks (or roughly ten working days). To expedite test turnaround to five working days, a 50% increase in the fees in this schedule will be applied. Many geotechnical tests require at least one week to perform in accordance with ASTM or other standard specifications. Fees presented in this schedule for relatively undisturbed direct shear, consolidation or expansion pressure tests are based on the assumption that 2.416-inch inside diameter brass ring samples will be provided to the geotechnical laboratory for testing. Remolded specimens will be compacted in standard 2.5-inch outside diameter brass rings for direct shear, consolidation and expansion pressure tests. All fees presented in this schedule are based on the assumption that the client will deliver samples to our laboratory at no additional cost to Converse.

Invoices will be issued monthly and are payable on receipt unless otherwise agreed upon. Interest of 1.5% per month (but not exceeding the maximum allowed by law) will be payable on any amount not paid within thirty days; payment thereafter to be applied first to accrued interest and then to the principle unpaid amount. The Client shall pay any attorneys' fees or other costs incurred in collecting any delinquent amounts.

CONVERSE, CONTINUED**CONVERSE CONSULTANTS
Schedule of Fees – Materials Laboratory Testing**

Compensation for laboratory testing services will be based on rates in accordance with this fee schedule which includes test report(s) and engineering time. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. Our services will be performed in accordance with the General Conditions. This fee schedule is valid through December 31, 2025.

AGGREGATES

Moisture Content, ASTM D2216	15.00
Particle Size Analysis	
Coarse, ASTM C136, each	100.00
Coarse and Fine, ASTM C136 & C137, each	180.00
Specific Gravity & Absorption	
Coarse Aggregate, ASTM C127	85.00
Fine Aggregate, ASTM C128	85.00
Unit Weight per Cubic Foot, ASTM C29	75.00
Soundness, Sodium or Magnesium, ASTM C88, each	200.00
Potential Alkali Reactivity, ASTM D289	300.00
Freeze Thaw Soundness	175.00
Los Angeles Abrasion, per class, ASTM C131, C535	220.00
Sand Equivalent, ASTM D2419	110.00
Lightweight Particles, ASTM C123, each	85.00
Clay Lumps & Friable Particles, ASTM C142, each	120.00
Stripping Test, ASTM D1664, each	85.00
Organic Impurities, ASTM C40	75.00
Durability	By Quote

CONCRETE TESTS

Laboratory Trial Batch, ASTM C192	By Quote
Laboratory Mix Design, Historical Data	By Quote
Compression Test, 6"x12" Cylinder, ASTM C39, each	50.00
Lightweight Concrete	
Compression	50.00
Unit Weight	50.00
Specimen Preparation, Trimming or Coring, each	60.00
Bond Strength, ASTM C321	
Prepared by Converse	150.00
Prepared by Others	80.00
Core Compression Test, ASTM C12, each	80.00
Flexure Test, 6"x6" Beams, ASTM C78, each	110.00
Modulus of Elasticity, Static, ASTM C469, each	150.00
Length Change, ASTM C157, 3 bars, 5 readings each, up to 26 days	320.00
Splitting Tensile, 6"x12" Cylinders, each	80.00
Field Concrete Control (sampling, slump, temperature, cast 4 cylinders, molds, cylinder pick-up, within 10 miles of office, stand-by extra), ASTM/UBC, hourly rate schedule, or each cylinder	95.00
Field Concrete Control (same as above plus air content test), ASTM/UBC, each cylinder	95.00
Hold Cylinder	10.00
Cylinder Mold, sent to job site but not cast by Converse or returned to Converse	5.00

MASONRY (ASTM C140, E447, UBC STANDARD 24-22)

Moisture Content, as received, each	20.00
Absorption, each	50.00
Compression, each	55.00
Shrinkage, ASTM C426, each	100.00
Net Area and Volume, each	25.00
Masonry Blocks, per set of 9	450.00
Masonry Core Compression, each	55.00
Masonry Core Shear, each	55.00
Masonry Core Trimming, each	55.00
Compression Test, grouted prisms, 8"x8"x16", each	120.00
Compression Test, grouted prisms, 12"x16"x16", each	130.00
Compression Test	
2"x4" Mortar Cylinder, each	40.00
3"x6" Grout Prisms, each	40.00
2" Cubes, ASTM C109, each	40.00
Cast by Others	40.00
Mortar or Grout Mix Designs	By Quote

FIREPROOFING TESTS

Oven Dry Density, per sample	70.00
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MOISTURE EMISSION TEST

Moisture Emission Test Kit	70.00
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ASPHALTIC CONCRETE

Stability, Flow, and Unit Weight, ASTM D6927	200.00
Marshall ASTM D1559, ASTM D2726	200.00
Measured Maximum Specific Gravity of Mix, ASTM D2041, Rice Method, each	95.00
Void Analysis of Cores or Marshall Specimens, Calculations Only, ASTM D3203, set of 2 or 3	60.00
Laboratory Mixing of Asphalt & Concrete, per sample	75.00
Complete Asphalt Concrete Mix Design	
Hveem or Marshall	By Quote
Extraction of Asphalt and Gradation, ASTM D2172, Method B, or California 310, including ash correction, each	210.00
Extraction of Rubberized Asphalt & Gradation, each	250.00
Specific Gravity, ASTM D2726 or ASTM D1188	
Uncoated	95.00
Coated	105.00
Immersion-Compression	400.00
Particle Coating, ASTM D2489	60.00
Stripping, ASTM D1664	70.00
Moisture or Volatile Distillates in Paving Mixtures, or Materials Containing Petroleum Products or By-Products	220.00
Retained Strength, ASTM D1074/D1075, 6 specimens	By Quote
Retained Stability, Mil, Std, 520A, Method 104, 6 specimens	By Quote
CBR, ASTM D1883, including M/D Curve, 1 point	350.00
Asphalt Temperature	15.00

STRUCTURAL STEEL

Tensile Test #9 Bar or Smaller, each	60.00
Bend Test #9 Bar or Smaller, each	60.00
Tensile Test #10 Bar or Greater, each	280.00
Tensile Test #14 Bar, each	310.00
Rebar Coupler Tensile Test	100.00
Tensile Test, Welded #9 Bar or Smaller, each	100.00
Tensile Test, Welded #10 Bar or Greater, each	280.00
Tensile Test, Welded #14 Bar, each	310.00
Tensile Test, Mechanically Spliced, #9 Bar or Smaller, each	180.00
Tensile Test, Mechanically Spliced, #10 Bar or Greater, each	350.00

HIGH STRENGTH BOLT, NUT, AND WASHER TESTING

Wedge Tensile Test, A490 Bolts	
Under 100,000 lbs., each	65.00
Over 100,000 lbs., each	75.00
Wedge Tensile Test, A325 Bolts	
Under 100,000 lbs., each	70.00
Tensile Test, Anchor Bolts, tested with displacement transducers, each	300.00
Nut Hardness, Proof & Cone Proof Load Test, each	50.00
Washer Hardness, each	40.00
A325 or A490, Bolt Hardness Only, each	40.00
Bolt A325 or A490 Wedge Tensile	
Under 100,000 lbs. & Hardness, each	90.00
Over 100,000 lbs. & Hardness, each	100.00
Bolt, Nut & Washer, all tests per set with bolts	
Under 100,000 lbs.	300.00
Over 100,000 lbs.	380.00

See *Schedule of Fees – Geotechnical Laboratory Testing* for soil testing. Hourly rates are available upon request. Field Laboratory rates are available upon request. Listed unit rates are based upon the assumption that samples will be delivered to our laboratory at no cost to Converse.

CONVERSE, CONTINUED

CONVERSE CONSULTANTS General Conditions –

Right of Entry

Client warrants to Converse that it has full legal right to authorize Converse's entry upon the real property where Converse's services are to be performed ("Site" herein) and upon all property, if any, required for ingress and egress to the Site.

Client authorizes Converse to enter upon the Site and such adjoining property as is necessary to allow Converse to perform its services.

Converse will take reasonable precautions to minimize any damage to the Site; however, Client acknowledges that during the normal course of the performance of Converse's services, some damage to the Site may occur. The correction of any damage to the Site (surface or subterranean) shall be the obligation of the Client.

Information Supplied by Client

Client warrants the accuracy of any information supplied by it to Converse, acknowledges that Converse will not verify the accuracy of such information, and agrees that Converse is entitled to rely upon any such information.

Client shall immediately notify Converse in writing of any data, information or knowledge in the possession of or known to Client relating to conditions existing at the Site and shall provide Converse with the location, size and depth of any and all underground tanks, piping or structures existing upon the Site.

Client shall defend, indemnify and save harmless Converse, its officers, agents and employees from and against any and all claims, costs, suits and damages, including attorneys' fees, arising out of errors, omissions and inaccuracies in documents and information provided to Converse by Client.

Ownership of Data and Documents; Samples

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Converse shall remain the sole property of Converse.

Client shall have the right to the use of all data, recommendations, proposals, reports, design criteria and similar information provided to it by Converse ("information" herein); provided, however, that the information shall not be used or relied upon by any party other than Client, save and except as may be required by the design and licensing requirements of the project for which the information is provided; further, such use shall be limited to the particular site and project for which the information is provided. To the extent Client utilizes Converse's information by providing or making the same available to any third party (a) Client agrees to give written notice to any such third party that it may not utilize or rely on any aspect of Converse's information and (b) Client agrees to defend, indemnify and hold Converse harmless against any and all claims, demands, costs, losses, damages and expenses, including attorneys fees, that may be asserted against or sought from Converse by any such third party.

Client's right to the use of the information is expressly conditioned upon Client's prompt payment to Converse of all sums due under the Client/Converse agreement. In the event of Client's nonpayment or partial payment of said amounts, Client agrees that it shall not use any of the information for any purpose whatsoever and shall return the same to Converse within 2 business days upon demand.

Converse will retain all samples of soil, rock or other materials obtained in the course of performing its services for a period of thirty (30) days. Thereafter, further storage or transfer of samples to Client may be made at Client's expense upon written request from Client to Converse received by Converse prior to the expiration of the 30-day period.

Converse shall retain permanent records relating to the Converse services for a period of five (5) years following submittal of Converse's report, during which period the records will be made available to Client upon reasonable notice given by Client and upon payment to Converse of an amount sufficient to reimburse Converse for its necessary and reasonable expenses in making said records available.

Standard of Care and Professional Responsibility

Client acknowledges that the services to be performed by Converse involve the use of tests, calculations, analyses and procedures which are in a constant state of development, improvement and refinement and that, as such, improvements, changes in methods, and modifications of procedures have been made in the past, are now being made, and are expected to continue to be made in the future.

Further, Client recognizes that, while necessary for investigations, commonly used exploration methods, such as drilling borings or excavating trenches, involve an inherent risk. For example, exploration on a site containing contaminated materials may result in inducing cross-contamination, the prevention of which may not be complete using presently recognized sealing methods.

Client recognizes that the state of practice, including but not limited to the practice relating to contamination or hazardous waste conditions, is changing and evolving and that standards existing at the present time may subsequently change as knowledge increases and the state of the practice continues to improve.

Client recognizes that projects containing contaminated materials may not perform as anticipated by Client, even though Converse's services are performed in accordance with the level of care and skill required of it. Further, certain governmental regulations relating to hazardous waste sites may purport to require achievement of results which cannot be

accomplished in an absolute sense. It is recognized that a satisfactorily designed, constructed and maintained monitoring system may assist in the early detection of environmental changes allowing for early correction of problems. Unless it is specifically included in the scope of services to be performed by Converse, Client understands that Converse shall not perform such monitoring.

The services to be provided by Converse pursuant to the agreement to which these General Conditions are a part shall be provided in accordance with generally accepted professional engineering, environmental, and geologic practice in the area where these services are to be rendered and at the time that services are rendered. Client acknowledges that the present standard in the engineering and environmental professions does not include, and Converse does not extend to Client, a guarantee of perfection of the work contemplated hereby; further, that even in the exercise of normal and reasonable care, errors or omissions may from time to time occur. Except as expressly set forth in these General Conditions, no other warranty, express or implied, is extended by Converse.

Converse shall have no duty to supervise, coordinate or otherwise be involved in the performance of services or work by any third-party consultant, contractor or subcontractor.

Where Converse's services involve field observation of grading, filling and compaction (or any of them), it is agreed:

- That Converse shall in no way be responsible for the manner in which such work is performed by any third party.
- That in the event Converse is to provide periodic observation, Client acknowledges that Converse cannot be responsible for any work performed at a time or times when Converse was not performing its observation services. Converse will not provide an opinion concerning the performance of any third party, save and except to the extent that said work was in fact observed and tested by Converse during the course of construction.
- That where Converse's services include continuous observation, Client agrees not to allow grading, filling or compaction to be performed at any time or times when Converse is not physically present upon the Site and shall restrict the amount and extent of such grading, filling and compaction to that which can be properly observed by Converse personnel present on the Site.
- That in the event Converse is to conduct test borings for Client, Client acknowledges that the accuracy of said test borings relates only to the specific location in which the boring itself was performed and that the nature of many sites is such that differing subsurface soil characteristics can be experienced within a small distance. As such, Client acknowledges that greater accuracy is obtained when the number of test borings is increased.

Technical Limitations

Client acknowledges and agrees that: (1) it is unreasonable to expect Converse to be able to completely evaluate subsurface conditions, even after the most comprehensive exploratory program; (2) site conditions change frequently due to the passage of time, human activities, and climatic conditions and uncertainties are therefore inherent in the nature of Converse's services and impossible to avoid; (3) the identification of geotechnical and environmental conditions and the prediction of future or concealed conditions is an inexact scientific endeavor; (4) the state of the art of geotechnical and environmental practice is such that Converse cannot guarantee that its recommendations will prove adequate on this project and the Client assumes the risk of any such failure, except as otherwise provided in these General Conditions and that (5) these General Conditions contains specific LIMITATIONS OF LIABILITY.

Indemnity of Client and Limitation of Liability

Converse shall indemnify Client, its officers, directors, agents or employees from any claim, demand or liability arising from personal injury or property loss or damage caused by the sole negligence or willful misconduct of Converse.

Anything to the contrary in the agreement to which these General Conditions are attached or in these General Conditions notwithstanding, Converse's liability shall be limited to the lesser of the fees charged to Client by Converse for the services performed for Client, or the sum of fifty thousand dollars. Client may, at its option, increase the maximum amount for which Converse shall be liable by payment of an additional fee. For the maximum liability sum of one hundred thousand dollars, the additional amount to be paid shall be four percent of the total Converse fees charged hereunder; for the maximum liability sum of one million dollars, the additional amount to be paid shall be five percent of the total Converse fees charged hereunder. Client acknowledges and agrees that its recovery, if any, shall be satisfied, in the first instance, from the proceeds of Converse's insurance, and to the extent of any deficiency in the available insurance proceeds, then and only then, by Converse.

Client acknowledges that Converse has agreed to charge Client a reduced fee for services in exchange for the above limitation of liability and that said reduction in fees is consideration for said limitation.

Client shall defend and save harmless Converse, its officers, directors, agents and employees from all liability, claims and demands, including expenses of suit and reasonable attorneys' fees arising from personal injuries, including disease and death, property loss or damage, injury to others (including personnel of Client, Converse or

CONVERSE, CONTINUED

subcontractors performing work hereunder), and air or ground pollution or environmental impairment arising out of or in any manner connected with or related to the performance of Converse's services, except where there is a judicial determination that such injury, loss or damage shall have been caused by the sole negligence or willful misconduct of Converse. Client acknowledges that Converse has charged Client a reduced fee for services to be performed by it in exchange for this hold harmless and that the reduction in fees is consideration for said hold harmless provision.

Converse will not be liable for consequential damages of any kind, nature or description.

Hazardous Waste, Pollution and Health Hazard Projects ("Hazardous Projects" Herein)

Prior to the commencement of services by Converse on any hazardous project, Client agrees to advise Converse in writing of any known hazardous waste or materials existing on or near the Site or if any of said services are to be performed in an area where dust, fumes, gas, noise, vibrations or other particulate or nonparticulate matter is in the atmosphere where it raises a potential or possible health hazard or nuisance to anyone working within the area.

Anything in these General Conditions notwithstanding, Client shall indemnify and hold Converse, its officers, directors, agents, servants and employees, harmless from any claim, demand or action brought by any party whomsoever, including employees of Converse which claim, demand or action is based upon injury or damage caused or alleged to have been caused by hazardous wastes or hazardous materials whether or not such waste or materials were known to exist prior to the commencement of services.

Client agrees to be responsible for the removal and disposal of any hazardous waste uncovered as a result of the site investigation, including drill cuttings, unless specifically included within the scope of work

It is agreed that the discovery of unanticipated hazardous materials constitutes a changed condition mandating an immediate renegotiation of the scope of services or termination of services. Converse will at all times endeavor to perform in a faithful and trustworthy manner. Client understands that Client or Converse may be required by local and/or state and/or federal statute to report the discovery of hazardous materials to a government agency. Client also understands that Converse may be required by local and/or state and/or federal statute to report the discovery of hazardous materials to a government agency, and that Converse, when practical, will do so only after notifying Client. In the event Converse discovers hazardous material that we believe poses an immediate threat to public health and safety, Converse will use its best judgment to notify appropriate emergency personnel for immediate containment. Client agrees to take no action of any kind against Converse when Converse makes a good-faith effort to fulfill its obligations.

Client's Responsibilities

Client shall immediately provide Converse with full information in writing as to Client's requirements for the services to be provided by Converse and shall designate in writing within five (5) days of the effective date of the agreement to which these General Conditions are a part, a representative to act on Client's behalf in conjunction with the services to be provided hereunder. Client shall promptly review all documents, reports, data and recommendations submitted by Converse and shall communicate with Converse concerning such reviews for the purpose of avoiding delay in the performance of the services to be rendered by Converse.

Client shall notify any third party who may perform on the Site of the standard of care being undertaken by Converse pursuant hereto and of the limitations of liability contained herein. Client shall require as a condition to the performance of any such third party a like indemnity and limitation of liability on their part against Converse.

Confidentiality

Converse shall hold all information provided to it by Client and the results of the work performed by it confidential and shall not disclose the same to any third party except where required by Governmental regulatory agencies or as otherwise required by law.

Disputes

Converse shall have the right to bring a legal action in a state or federal court against Client for any sums due or alleged to be due to it or for services rendered. Except for this right, Converse and Client agree that as an express condition to the right of either party to bring a legal action against the other, they shall first submit any dispute to mediation by a neutral person acceptable to both parties.

Each party shall bear its own attorneys' fees, costs and other expenses, except that each party shall be responsible and pay for one-half of the costs and expenses of the mediator. In the event that legal action is required, the prevailing party shall be entitled to recover all of its costs incurred in connection therewith including, without limitation, staff time, court costs, attorneys' fees, consultant and expert witness fees and any other related expenses. In this regard, in order to make the prevailing party whole, the parties acknowledge and agree that the prevailing party shall be entitled to recover all of its costs incurred in connection with the legal action and shall not be limited to "reasonable attorneys fees" as defined in any statute or rule of court.

The obligations, responsibilities, warranties and liabilities of the parties shall be solely those expressly set forth herein. Remedies and limitations of liability shall apply regardless of whether an action is brought in contract, or is based on either party's negligence, or another theory of law. All of the rights, remedies, obligations, terms, conditions and limitations of liability stated herein shall extend collectively to and be binding upon the parties' partners, joint ventures, licensors, successors, assigns, insurers, and affiliates. Client and Converse agree that any legal action with respect to the services to be performed under these General Conditions shall be brought against the parties, and not against individual officers,

employees or former employees of the parties. All legal actions by either party against the other for breach of these General Conditions or for the failure to perform in accordance with the applicable standard of care, however framed, that are essentially based upon such breach or failure shall be barred two (2) years from the time claimant knew or should have known of its right to make a claim, but, in any event, not later than four (4) years from substantial completion of Converse's services.

Jobsite Safety

Converse shall be responsible for its activity and that of its employees on the Site. This shall not be construed to relieve the Client, its general contractor or any subcontractor of their obligation to maintain a safe jobsite.

Neither the professional activities nor the presence of Converse or its employees and subcontractors shall be understood to control the operations of others, nor shall it be construed to be an acceptance of the responsibility for jobsite safety.

Converse will not direct, supervise or lay out the work of the Client, contractor, or any subcontractors. Converse's services will not include a review or evaluation of the adequacy of the contractor's safety measures on or near the Site.

Schedules

Unless otherwise specified in the agreement, Converse shall be obligated to perform within a reasonable period of time. Converse shall not be responsible for delays in the completion of its services created by reason of any unforeseeable cause or causes beyond the control and/or without the fault or negligence of Converse, including but not restricted to acts of God or the public enemy, acts of the Government of the United States or of the several states, or any foreign country, or any of them acting in their sovereign capacity, acts of other contractors with Client, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

Should completion of any portion of the services to be rendered by Converse be delayed beyond the estimated date of completion for any reason which is beyond the control of or without default or negligence of Converse, then and in that event Client and Converse shall mutually agree on the terms and conditions upon which the services may be continued or terminated.

Invoices

Converse shall submit monthly progress invoices to Client, and a final bill shall be submitted upon completion of the services. Within thirty (30) days after receipt of an invoice, Client shall pay the full amount of the invoice. If Client objects to all or any portion of any invoice, it shall so notify Converse of the same within fifteen (15) days from the date of receipt of said invoice and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion of the invoice.

If Client fails to make payment within thirty (30) days after receipt of an invoice, then Client shall pay an additional monthly service charge of one and one-half percent (1½ %) on all such amounts outstanding. The additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client. In the event Client fails to pay any undisputed amount to Converse when due, Converse may immediately cease work until said payment together with a service charge at the rate of 1½ % per month, as specified above, from the due date has been received. Further, Converse may, at its sole option and discretion, refuse to perform any further work irrespective of payment from Client.

In the event that all or any portion of the 1½ % service charge provided for herein is deemed to be an interest charge, then and in that event said interest charge shall be limited to the maximum amount legally allowed by law.

Client acknowledges Converse's fee schedules are revised annually and agrees that the fee schedule in effect at the time the services are performed shall apply to such services.

Insurance

Converse represents that it now carries, and will continue to carry during the term of the contract to which these General Conditions are a part, Workers Compensation insurance and that, if requested, Converse shall provide to Client certificates as evidence of the aforementioned insurance.

Assignments

Client shall not assign this contract or any portion thereof to any other person or entity without the express written consent of Converse. Nothing contained in this contract or any part thereof shall be construed to create a right in any third party whomsoever, and nothing herein shall inure to the benefit of any third party.

Severability

If any provision of these General Conditions is finally determined to be contrary to, prohibited by, or invalid under applicable laws or regulations, such provision will be renegotiated so as to give effect to the intent of the parties to the maximum possible extent. Such determination and renegotiation shall not affect or invalidate the remaining provisions or these General Conditions.

Governing Law

These General Conditions shall be governed by and construed under the laws of the State of California.

HELIX ENVIRONMENTAL PLANNING



SCHEDULE OF FEES

HOURLY RATES

Principal	\$300-325	Director of Operations	\$220
Principal Planner	\$250-310	Safety Manager	\$215
Principal Biologist/Regulatory Specialist	\$235-310	Senior Construction Project Manager	\$260-310
Principal Noise/Air Quality Specialist	\$220-235	Construction Project Manager I-III	\$155-200
Principal Landscape Architect	\$220-250	Assistant Construction Project Manager	\$125
Principal Cultural Resources Specialist	\$220-250	Construction Foreman	\$104
Safety Manager	\$215	Land Manager	\$104
Senior Noise/Air Quality Specialist	\$175-230	Equipment Manager	\$104
Senior Project Manager	\$185-230	Operator	\$158
Senior Environmental Planner	\$160-210	Irrigation Technician	\$140
Senior Scientist/Regulatory Specialist	\$165-205	Senior Restoration Supervisor	\$153
Project Manager	\$145-185	Restoration Supervisor I-II	\$131-147
Assistant Project Manager	\$100-145	Assistant Restoration Supervisor	\$110
Regulatory Specialist	\$130-150	Restoration Foreman	\$104
Environmental Compliance Specialist	\$195	Restoration Lead	\$86
Environmental Planner	\$110-145	Restoration Technician I-III	\$61-80
Biologist	\$120-165	Nursery Manager	\$140
Noise/Air Quality Specialist	\$135-170	Nursery Technician	\$55
Senior Archaeologist/Architectural Historian	\$125-170		
Senior Archaeology Field Director	\$135-145		
Archaeology Field Director	\$125-135		
Asst. Archaeology Field Director	\$95-120		
Staff Archaeologist/Architectural Historian	\$90-135		
Landscape Architect	\$140-190		
Landscape Designer	\$110-140		
Senior GIS Specialist	\$160-190		
GIS Specialist/Graphics Specialist	\$115-150		
Operations Manager	\$100-140		
Technical Editor	\$115-125		
Word Processor	\$90-100		
Clerical	\$75-85		

CONSULTING SERVICES Consulting services performed by HELIX typically include, but are not necessarily limited to, office, field, meetings, hearings, and travel time. Consulting services for expert witness review, deposition, and/or testimony will be provided at one and one-half times our standard rates. Overtime also may be charged at one and one-half times our standard rates. Rates are subject to change on a yearly basis.

PAYMENT Invoices will be submitted monthly. Payment on invoices is due within 30 days of receipt.

DIRECT COSTS Certain identifiable direct costs will be charged to the project at cost plus ten percent. Examples of direct costs include subconsultants, vehicle or equipment rentals, airplane and train fares, parking, per diem and lodging, mileage (at IRS rates), communications, reproduction, and supplies. A 4-wheel drive premium will be charged at \$25 per project day. There will be additional charges for use of noise monitors, GPS, and other field equipment, as well as for plotting, color printing, and aerial photographs.

WEST COAST CIVIL



STANDARD RATE SHEET

EFFECTIVE THROUGH DECEMBER 31, 2025

PROFESSIONAL SERVICES

Principal Engineer		\$265/Hour
Project Manager		\$235/Hour
Assistant Project Manager		\$220/Hour
Senior Engineer		\$200/Hour
Project Engineer II		\$195/Hour
Project Engineer I		\$185/Hour
Design Engineer III		\$175/Hour
Design Engineer II		\$165/Hour
Design Engineer I		\$155/Hour
CADD Manager		\$155/Hour
CAD Tech III		\$140/Hour
CAD Tech II		\$130/Hour
CAD Tech I		\$120/Hour
Survey Tech II		\$130/Hour
Survey Tech I		\$120/Hour
Field Tech I		\$120/Hour
Intern II		\$110/Hour
Intern I		\$100/Hour

EXPENSES

Expenses will be charged to an agreed-upon budget for each Contract. WCC will inform the client once the budget is 85% complete.

Outside Reprographics	1.10 x Cost
Plotting and In-house Reproduction	1.10 x Cost
Subsistence	1.10 x Cost
Sub-Consultants, Vendors or Subcontractors	1.15 x Cost
Mileage	Current IRS Rate

PARADIGM GEOSPATIAL



Paradigm Geospatial - Rates

Date: 1/2025

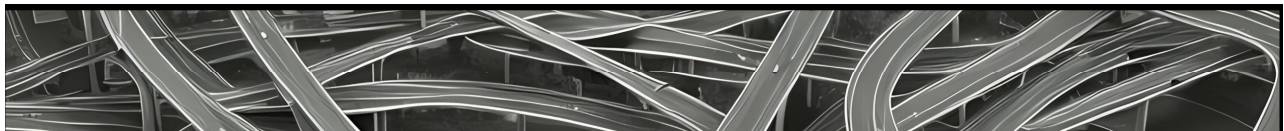
Page 1 of 1

2025 RATE SCHEDULE

CLASSIFICATION TITLE	TOTAL BURDENED RATE (\$\$\$)
Project Assistant	\$54.34
CADD Technician I	\$121.22
CADD Technician II	\$131.67
CADD Technician III	\$140.36
Mapping Supervisor	\$152.46
GIS Technician I	\$82.28
GIS Technician II	\$91.96
Senior GIS Analyst	\$111.31
Monitoring Tech	\$99.22
Monitoring Analyst	\$118.58
Monitoring Specialist	\$130.68
LiDAR Tech	\$99.22
LiDAR Analyst	\$118.58
LiDAR Specialist	\$145.20
Project Surveyor	\$154.66
Manager	\$157.80
Associate	\$179.08
Principal	\$198.55
Field Surveyor (PW)	\$173.07

Remarks:

- Any approved overtime will be billed at 1.50 times the base rate.
- As all our staff is locally based, there will not be charges for travel time.
- Any increase to the base Prevailing Wage rate greater than 5% will cause the "Field Surveyor" rate to have an subsequent increase equal to that of the base rate increase.



2025 SCHEDULE OF FEES

LABELLE MARVIN, INC. - 2025 SCHEDULE OF FEES				
A. PROFESSIONAL ENGINEERING SERVICES				
1. ENGINEERING STAFF				
Key Personnel	Std. Rate	Overtime Rate	Prevailing Wage Rates	Prevailing Wage (OT)
Principal Engineer	\$275.00/hr			
Project Engineer	\$205.00/hr			
Project Manager	\$205.00/hr			
Staff Engineer	\$185.00/hr			
Report Preparation / Office Support	\$100.00/hr			
2. EXPERT WITNESS				
Expert Witness	\$600.00/hr			
Deposition / Testimony	\$750.00/hr			
3. SPECIALTY				
FWD Data Analyst	\$205.00/hr			
Ground Penetrating Radar Specialist	\$205.00/hr			
Senior AutoCAD Designer	\$205.00/hr			
Staff AutoCAD Technician	\$185.00/hr			
4. TECHNICIAN STAFF				
Field Technician	\$110.00/hr	\$165.00/hr	\$155.00/hr	\$205.00/hr
Lab Technicians	\$110.00/hr	\$165.00/hr	\$155.00/hr	\$205.00/hr
Nuclear Gauge Technician	\$120.00/hr	\$180.00/hr	\$170.00/hr	\$225.00/hr
B. TESTING EQUIPMENT				
Task	Std. Rate	Special Rates	Prevailing Wage Rates	Prevailing Wage (OT)
5. TESTING EQUIPMENT				
FWD Testing Equipment	\$3,950.00/day	\$2,950.00/Half Day		
Ground Penetrating Radar Equipment	\$3,950.00/day	\$2,950.00/Half Day		
Pavement Coring Vehicle Equipment	\$100.00/hr			
Nuclear Gauge Devise Surcharge	\$25.00/hr			
6. EQUIPMENT SURCHARGES				
AC Coring (Disposables)	\$15.00/inch			
PCC Coring (Disposables)	\$20.00/inch			
Core Trimming - Per Cut	\$50.00/cut			
7. TRAFFIC CONTROL				
Traffic Control - MUTCD - Lane Closures	\$2,750.00/day		\$3,100.00/day	
Traffic Control - MUTCD - Shadow Vehicle	\$2,050.00/day		\$2,300.00/day	
High Speed - Highway Traffic Control	By Route			

LABELLE MARVIN, CONTINUED

C. LABORATORY TESTING				
	Std. Rate		ASTM	CALTRANS
8. SOILS, AGGREGATES AND AGGREGATE BASE				
Sieve Analysis, Coarse	\$105.00		C136	202-C
Sieve Analysis, Fine (wash)	\$125.00		C136	202-C
Specific Gravity, Bulk SSD, Coarse	\$115.00		C127	206
Specific Gravity, Fine	\$255.00		128	207
Absorption, Coarse	\$105.00		C127	206
Absorption, Fine	\$150.00		C128	207
Sand Equivalent (Ave. 3)	\$125.00		D2419	217
Durability Factor, Coarse or Fine	\$180.00		D3744	229
Cleanliness Value	\$180.00			227
Los Angeles Rattler	\$370.00		C131	211
Unit Weight	\$115.00		C29	212
Plasticity Index	\$205.00		D424	204
Maximum Density and Optimum Moisture	\$235.00		D1557	216
R-Value	\$280.00		D2844	301
R-Value (Lime Treated)	\$370.00			
R-Value (Supplier)	\$240.00		D2844	301
California Bearing Ratio (CBR)	\$555.00		D1883	
California Bearing Ratio (CBR) - 1 Point	\$255.00			
California Bearing Ratio (CBR) - Lime Treated	\$665.00			
pH - Per Determination	\$135.00		C977	
Retained Strength	\$500.00			
pH – Eades & Grimm	\$505.00			
Unconfined Compression	\$100.00			
Muffle Oven/Organic Content	\$170.00			
Crushed Particle	\$155.00			205
Flat & Elongated Particle	\$245.00		D4791	
Angularity	\$215.00			
Moisture Content	\$50.00		D2216	226
Subgrade Density (Drive Tube)	\$115.00		D2937	
C. LABORATORY TESTING (Continued)				
	Std. Rate		ASTM	CALTRANS
9. SOILS, AGGREGATES AND AGGREGATE BASE				
Emulsion, Cement or Lime Stabil. Inv.	By Quote			
Investigation, Design, Spec. and QC	By Quote			
10. PORTLAND CEMENT CONCRETE				
CTS / LTS Design Study	By Quote			
Mix Design Reviews	By Quote			
Slump Test (in Field)	By Quote			

LABELLE MARVIN, CONTINUED

11. ASPHALT CONCRETE				
Asphalt Concrete Mix Design, Marshall Stability	By Quote			
Hveem Stabilometer Method	By Quote			
Gyratory Maximum Density	\$235.00			
Stability Tests - Hveem (s-Value)	\$305.00	D1560_D1561		304 366
Stability Tests - Marshal Stability & Flow	\$335.00			
Stability Tests - Moisture Vapor Susceptibility	\$335.00			307
Stability Tests - Swell	\$215.00			305
Stability Tests - Combined Marshall and Retained Stabilit	\$445.00			
Maximum Lab. Density - Marshall or Hveem	\$235.00			
Maximum Lab. Density - (Rice Gravity) Max. Theoretical	\$150.00	D2041		
Tensile Strength Ratio (TSR)	\$830.00			
Tensile Strength Ratio (TSR) - Freeze/Thaw	\$885.00			
Tensile Strength Ratio (TSR - CT 371)	\$1,955.00			
Binder Content - Ignition Oven	\$275.00			382
pH - on Emulsion	\$135.00			
Soundness	\$320.00	C88		
Extraction, % Asphalt (Reflux)	\$275.00	D2172		
Solvent Charge (Reflux)	\$100.00	for D2172*		
% Rubber	\$115.00			
Extraction, % Asphalt Recovery (Abson Method)	\$405.00	D2172_D1856		
Gradation of Extracted Aggregate	\$125.00	C136		202
Density and Thickness on Core Samples	\$70.00	D1188_D2726_D3549		308
Stripping (pre-mixed sample)	\$145.00	D1664		302
Permeability, VDOT	\$255.00			
Cohesion	\$270.00			
Compatibility	\$130.00			
Drain Down	\$335.00			
C. LABORATORY TESTING (Continued)				
	Std. Rate		ASTM	CALTRANS
12. ASPHALT CEMENT				
Viscosity SSF @ 77F° (25C°), sec.	\$200.00		D244	
Viscosity SSF @ 122F° (50C°)	\$225.00			
Settlement Five or Seven Day, %	\$490.00		D244	
Demulsibility	\$150.00		D244	
Particle Charge	\$180.00		D244	343
Sieve Test, %	\$130.00		D244	
Cement Mixing Test	\$195.00		D244	
Distillation and Percent Oil Determination	\$370.00		D402_D244	
Residue by Evaporation Cook-Off or CA Method 330	\$195.00			331
Wet Track Abrasion Test (WTAT)	\$140.00		D3910	
Storage Stability, One Day	\$490.00		D244	
Float Test	\$140.00		D139_D244	
Cone Penetration	\$140.00		D243_D5	
Solids Content by Muffle Oven Burn-Off AASHTO T 267	\$170.00			
Resiliency	\$125.00			
Torsional Recovery	\$490.00			
Elastic Recovery	\$115.00			
Pavement Seal - Non Volatile Components	\$125.00			

LABELLE MARVIN, CONTINUED

D. MISC.				
13. MOBILIZATION COSTS				
Per Diem	By Quote			
Mileage	\$0.75/mi			
Mobilization	\$255.00/hr			

MINIMUM HOURLY CHARGES

Show-up time and no inspection performed or failure to cancel before 3:30 p.m. on the previous working day, two hours; one to four hours, four hour minimum; four to eight hours, eight hour minimum. Hourly charges will be on a portal to portal basis.

REGULAR HOURLY CHARGES

First eight hours between 7:00 a.m. and 5:00 p.m. Monday through Friday.

OVERTIME HOURLY CHARGES

Over eight hours worked in one day (Monday through Friday), work before 7:00 a.m. and after 5:00 p.m., Sat and Sun., time and a half will be charged.
Double time and a half will be charged for work performed on holidays.
Special schedule nighttime field work between the hours of 6:00 p.m. and 6:00 a.m. will be subject to a

SUBSISTENCE

Where location of work demands, a subsistence will be charged on a pre-arranged rate prior to commencement of inspection and/or testing service.

OUTSIDE SERVICES AND REIMBURSABLE EXPENSES

Outside services and reimbursable expenses such as rental of special equipment, fabrication of special test apparatus
Air fares and car rental will be charged at cost plus fifteen percent.

*COMPACTION TESTING

Hourly, Daily, Weekly, or Monthly Nuclear Gauge surcharges apply

MATERIALS TESTING

Rates has been provided for your convenience. The cost of additional tests will be furnished upon request.
A preparation charge will be added to all samples submitted to our laboratory that are not ready for testing.
This preparation charge will be based on the actual time required at the Laboratory Technician's rate per hour.
Engineering time and Office Support charges may apply.

CERTIFICATION OF INDIRECT COSTS & FINANCIAL SYSTEM

CONVERSE PROFESSIONAL GROUP



Certification of Indirect Costs and Financial Management System

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required)

Consultant's Full Legal Name: The Converse Professional Group

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate (ICR):

Combined Rate: 143.36 Or

Home Office Rate: _____ and Field Office Rate (if applicable): _____

Facilities Capital Cost of Money (if applicable): _____

Fiscal Period:* 01/01/2023 - 12/31/2023

* Fiscal period is annual one year applicable accounting period that the ICR was developed (not the contract period). The ICR is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an ICR(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the ICR(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31).
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31.
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on the Financial Document Review Request form.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23 United States Code \(U.S.C.\) Section 112\(b\)\(2\); 48 CFR Part 31.201-2\(d\); 23 CFR, Chapter 1, Part 172.11\(a\)\(2\)](#); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost accounts;

CONVERSE PROFESSIONAL GROUP, CONTINUED

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirements.

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

All A&E Contract Information:

- Total participation amount N/A on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 3
- Years of consultant's experience with 48 CFR Part 31 is 30
- Identify the type of audits listed below that the consultant has had performed (if applicable):

Cognizant ICR Audit ☐

Local Govt ICR Audit ☐

Caltrans ICR Audit ☐

CPA ICR Audit ☒

Federal Govt ICR Audit ☐

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the ICR Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name:** Hashmi Quazi

Title:** Principal in Charge

Signature: 

Date: 01/02/2025

Phone:** 909-474-2847

Email:** hquazi@converseconsultants.com

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

Note: Both prime and subconsultants as parties of a contract must complete their own forms. Caltrans will not process local agency's invoices until a complete form is accepted and approved by the Independent Office of Audits and Investigations.

.....
HELIX ENVIRONMENTAL GROUP



Inspector General

California Department of Transportation

Certification of Indirect Costs and Financial Management System

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required)

Consultant's Full Legal Name: Helix Environmental Planning, Inc.

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate (ICR):

Combined Rate: 195.34 Or

Home Office Rate: _____ and Field Office Rate (if applicable): _____

Facilities Capital Cost of Money (if applicable): _____

Fiscal Period:* 2023

* Fiscal period is annual one year applicable accounting period that the ICR was developed (not the contract period). The ICR is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an ICR(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the ICR(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31).
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31.
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on the Financial Document Review Request form.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23 United States Code \(U.S.C.\) Section 112\(b\)\(2\); 48 CFR Part 31.201-2\(d\); 23 CFR, Chapter 1, Part 172.11\(a\)\(2\);](#) and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost accounts;

HELIX ENVIRONMENTAL GROUP, CONTINUED

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirements.

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

All A&E Contract Information:

- Total participation amount 0.00 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1
- Years of consultant's experience with 48 CFR Part 31 is 25
- Identify the type of audits listed below that the consultant has had performed (if applicable):

Cognizant ICR Audit ☐

Local Govt ICR Audit ☐

Caltrans ICR Audit ☐

CPA ICR Audit ☒

Federal Govt ICR Audit ☐

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the ICR Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name:** Kristin Olszak

Title:** CFO

Signature: 

Date: 1/8/25

Phone:** (619) 462-1515

Email:** KristinO@helixepi.com

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

Note: Both prime and subconsultants as parties of a contract must complete their own forms. Caltrans will not process local agency's invoices until a complete form is accepted and approved by the Independent Office of Audits and Investigations.

EXHIBIT "C"

INSURANCE

A. Insurance Coverages. Service Provider shall provide and maintain insurance, acceptable to the City, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by Service Provider, its agents, representatives or employees. Service Provider shall procure and maintain the following scope and limits of insurance:

Only the following “marked” requirements are applicable:

X **Commercial General Liability (CGL):** Insurance written on an occurrence basis to protect Service Provider and City against liability or claims of liability which may arise out of this Agreement in the amount of one million dollars (\$1,000,000) per occurrence and subject to an annual aggregate of two million dollars (\$2,000,000). Coverage shall be at least as broad as Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. additional insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

X **Vehicle Liability Insurance:** Vehicle liability insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to any one person, and subject to the same minimum for each person, in an amount not less than one million dollars (\$1,000,000) for each accident, and property damage insurance in an amount of not less than one million dollars (\$1,000,000). A combined single limit policy with aggregate limits in an amount of not less than \$2,000,000 shall be considered equivalent to the said required minimum limits. Coverage shall be at least as broad as Insurance Services Office form number CA 0001 covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the approval of the City.

X **Workers' Compensation Insurance:** Workers' Compensation insurance that includes a minimum of one million dollars (\$1,000,000) of employers' liability coverage. Service Provider shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives. In the event a claim under the provisions of the California Workers' Compensation Act is filed against City by a bona fide employee of Service Provider participating under this Agreement, Service Provider is to defend and indemnify the City from such claim.

X **Professional Liability Insurance:** Professional liability insurance appropriate to the Service Provider's profession in an amount not less than one million dollars

\$1,000,000 per occurrence. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least three (3) consecutive years following the completion of Service Provider's services or the termination of this Agreement. During this additional three (3) year period, Service Provider shall annually and upon request of the City submit written evidence of this continuous coverage.

B. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

1. All Coverages.

a. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to City.

b. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

2. Commercial General Liability and Automobile Liability Coverages.

a. City, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Service Provider performs; products and completed operations of Service Provider; premises owned, occupied or used by Service Provider; or automobiles owned, leased, hired or borrowed by Service Provider. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, or employees.

b. Service Provider's insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by City, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Service Provider's insurance.

c. Service Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d. Any failure to comply with the reporting or other provisions of the insurance policies, including breaches of warranties, shall not affect coverage provided to City, and its respective elected and appointed officers, officials, employees or volunteers.

e. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.

3. Workers' Compensation Coverage. Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Service Provider.

C. Other Requirements. Service Provider agrees to deposit with City, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The City may require that Service Provider furnish City with copies of original endorsements effecting coverage required by this Exhibit "C". The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. Service Provider shall furnish certificates and endorsements from each sub-contractor identical to those Service Provider provides.

2. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers, or the Service Provider shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3. The procuring of such required policy or policies of insurance shall not be construed to limit Service Provider's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.