

MAY 04 2022

10:50 pm

City of South Gate  
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: May 10, 2022

Originating Department: Public Works

Department Director:

*[Signature]*  
Arturo Cervantes

Interim City Manager:

*[Signature]*  
Chris Jeffers

**SUBJECT: AGREEMENT WITH TRANSYSTEMS FOR THE I-710 FIRESTONE BOULEVARD SOUTHBOUND ON RAMP MODIFICATION PROJECT, FEDERAL PROJECT NO. HP21L 5257 (036), CITY PROJECT NO. 354-ST**

**PURPOSE:** The Public Works Department is in the process of implementing the Firestone Boulevard Southbound On Ramp Modification Project (On Ramp Project) and an engineering services contract is needed to prepare the design and construction documents. TranSystems is recommended for the contract, pursuant to a competitive selection process that followed federal requirements.

**RECOMMENDED ACTIONS:** The City Council will consider:

- a. Approving an Agreement with TranSystems to provide engineering plans, specifications and estimates for the Firestone Boulevard Southbound On Ramp Modification Project, Federal Project No. HP21L 5257 (036), City Project No. 354-ST, in an amount not-to-exceed \$1,070,257; and
- b. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

**FISCAL IMPACT:** There is no fiscal impact to the General Fund. The Agreement is in the amount of \$1,070,257 and it will be funded as summarized below. The project is budgeted in the Capital Improvement Program in the amount of \$10.125 million with federal and restricted funds in Account No. 311-790-31-9408 (I-710 Interchange Phase 4).

Account No. 311-790-31-9408	HP21L 5257 (036)	Prop C (25%)	Prop C Local	Measure R	Total
Design Services Agreement	\$640,000	\$100,000	\$55,000	\$275,257	\$1,070,257
Design Contingency				\$125,000	\$125,000
Project Management				\$50,000	\$50,000
Administrative and Miscellaneous				\$50,000	\$50,000
<b>Total</b>	<b>\$640,000</b>	<b>\$100,000</b>	<b>\$55,000</b>	<b>\$500,257</b>	<b>\$1,295,257</b>

**ANALYSIS:** The On Ramp Project is a part of the Capital Improvement Program. It is the second phase of a project that is being implemented to improve traffic flow and reduce traffic congestion

on Firestone Boulevard, at the I-710 Freeway. Levels of Service (LOS) are expected to increase from LOS D to LOS C, and delays are projected to be reduced by as much as 20 seconds per vehicle trip daily, by 2040. The project entails re-aligning and widening the I-710 Freeway/Firestone Boulevard Southbound on-ramp, to align to the widened Firestone Boulevard Bridge, at the Los Angeles River. In addition, the project includes improvements on Firestone Boulevard from Rayo Avenue to Garfield Avenue including pedestrian improvements, updating curb ramps to comply with American with Disability Act, sidewalks, replacement of the existing median island, creation of an aesthetic theme for the railings, grinding and overlaying the existing pavement and traffic signal modifications to accommodate pedestrian crossings.

The proposed Agreement provides for the services necessary to prepare the design and construction documents for the project. In addition, it provides services necessary to secure approvals such as for right-of-way recertification from Caltrans, and temporary construction easements and permits from affected agencies (Los Angeles County Flood Control District, Army Corps of Engineers, Los Angeles Department of Water and Power and State Department of Transportation (Caltrans)).

The City and TranSystems negotiated the recommended fees. The original fee proposal from TranSystems was \$1,155,279. TranSystems reduced the hours proposed on certain tasks and eliminated public outreach services bringing the final fees to \$1,070,257 which is a reasonable fee and within the acceptable industry pricing. This fee proposal was verified against a prior fee proposal the City had received for the same services which was approximately \$260,000 higher.

**BACKGROUND:** The On Ramp Project is a part of the Capital Improvement Program. The proposed Agreement is needed to initiate the design phase.

On April 29, 2021, the first Request for Proposal (RFP) was released to over 30 qualified consulting firms. The Public Works Department was anticipating receiving several responses from engineering firms; however, the City received only two proposals. The Public Works Department rejected the proposals and readvertised the On Ramp Project on July 29, 2021, for the second time. Similarly, the City received three proposals. With hopes to receive a higher number of proposals, the Public Works Department rejected the proposals and readvertised the project on November 2, 2021, for the third time. However, on January 4, 2022, two proposals were submitted to the City Clerk's Office. The proposals were submitted by Kimley Horn and TranSystems. To avoid further delays, the Public Works Department moved forward with the selection process.

A Selection Committee comprised of four members reviewed the proposals and interviewed the consultants. The committee included the City Traffic Engineer, Director of Public Works for the City of El Monte, Director of Public Works for the City of Redondo Beach, and Senior Transportation Engineer from Caltrans. This qualification-based selection process weighed a number of factors such as project manager and team qualifications, experience on similar projects, and understanding of technical issues.

The Selection Committee ranked the two firms based on the ranking criteria per Caltrans Local Assistance Procedure Manual (LAPM); Chapter 10 Consultant selection. TranSystems received the highest ranking and; therefore, ranked No.1 and Kimley Horn ranked second. As such, the City

has requested from the first-ranked consultant, TranSystems, to provide a cost proposal to perform the work described in the RFP and to discuss method of work and cost negotiation.

TranSystems provides the following benefits to the Project:

- **Experienced Consulting Firm** – TranSystems has over 50 years of experience in which the majority of the consulting engineering services were geared towards public agencies. The firm has experience in providing consulting engineering services for transportation, urban design and landscape architecture, structural and municipal engineering, planning services, right-of-way engineering, surveying, mapping, and engineering management services. TranSystems has completed numerous projects for Los Angeles Metropolitan Transportation Authority (Metro), Orange County Transportation Authority (OCTA), San Bernardino County Transportation Authority (SBCTA), and is currently working as an On-Call Engineering firm for the State Department of Transportation, Caltrans District 7.
- **Qualified Staff** – TranSystems assembled a qualified team with experience and knowledge for the On Ramp Project. The firm has over 900 professional, technical and support personnel on a full-time basis.
- **Negotiated Competitive Fees** – TranSystems submitted an original base fee proposal of \$1,155,278 for the design of the On Ramp Project that included all of TranSystems Subconsultants. Staff negotiated a fee proposal of \$1,070,257.

The procurement process followed federal standards since the proposed contract will be partially funded with federal funds. As such, the procurement process followed Caltrans, Chapter 10 of the Local Assistance Procedures Manual. As a part of said process, only the fee proposal from the selected consultant may be opened. The fee proposal from Kimley Horn is being returned unopened.

The design phase of the On Ramp Project is scheduled to start in May 2022 and is planned to be completed in August 2023, during which time Caltrans approvals are scheduled to be secured.

**ATTACHMENTS:** A. Proposed Agreement  
Exhibit A: TranSystems Scope of Work and On Ramp RFP  
Exhibit B: TranSystems Cost Proposal

ES:lc

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN THE  
CITY OF SOUTH GATE AND TRANSYSTEMS CORPORATION**

This Agreement is for Professional Engineering Services for the Firestone Boulevard Southbound On Ramp Modification Project ("Agreement") is made and entered into on **May 10, 2022**, by and between the City of South Gate, a municipal corporation ("City"), and TranSystems, a California Corporation ("Consultant"). The City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

**RECITALS**

**WHEREAS**, City desires to retain qualified provider for certain services relating to Engineering Services for the Firestone Boulevard Southbound On Ramp Modification Project;

**WHEREAS**, Consultant warrants to City that it has the requisite skills, knowledge, qualifications, manpower and expertise to perform properly and timely the professional services under this Agreement; and

**WHEREAS**, based on such representation, City desires to contract with Consultant to perform professional services described in the Scope of Work Proposal attached hereto as Exhibit "A" and made a part to this Agreement.

**NOW, THEREFORE**, the Parties hereby agree as follows:

1. **SCOPE OF SERVICES.** City hereby engages Consultant, and Consultant accepts such engagement, to perform the services set forth in the Scope of Services as described in Exhibit "A" attached hereto and made part of this Agreement. The Scope of Services may be mutually amended from time to time by both Parties in writing.
2. **COMPENSATION.** The total amount of compensation for this Agreement shall not exceed the sum of **One Million Seventy Thousand Two Hundred Fifty-Seven Dollars (\$1,070,257)** as described in Consultant's Cost proposal attached hereto as Exhibit "B". City shall pay Consultant for its professional services rendered and costs incurred pursuant to this Agreement. No additional compensation shall be paid for any other expenses incurred unless first approved in writing by the Assistant City Manager/Director of Public Works.
  - 2.1 Consultant shall be required to attend meetings at City Hall as necessary in the delivery of the projects. Travel time between the Consultant's office and City Hall shall not be billable. Consultant may request an exemption on a case-by-case basis, which shall be subject to City approval.
  - 2.2 Consultant shall submit to City a monthly invoice for services rendered included in Exhibit "A." City shall pay the Consultant within forty-five (45) days of receipt of the invoice.

- 2.3 No payment made hereunder by City to Consultant, other than the final payment, shall be construed as an acceptance by City of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.
3. **TERM OF AGREEMENT.** This Agreement is effective as of May 10, 2022, and will remain in effect through May 10, 2025, or through the completion of construction of the project and close out of the contract by City staff, whichever date is later, unless otherwise expressly extended and agreed to by both Parties in writing or terminated by either Party as provided herein. The Agreement is to be extended through the end of construction to provide construction support services.
4. **CITY AGENT.** The Assistant City Manager/Director of Public Works, for the purposes of this Agreement, is the agent for the City. Whenever approval or authorization is required, Consultant understands that the Director of Public Works has the authority to provide that approval or authorization.
5. **CONFLICT OF INTEREST.** Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located within City which may be affected by the services to be performed by Consultant under this Agreement. Consultant further represents that in performance of this Agreement, no person having such interest shall be employed by it. Within ten (10) days, Consultant agrees that it will immediately notify City of any other conflict of interest that may exist or develop during the term of this Agreement.
- 5.1 Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Consultant shall not offer, encourage or accept any financial interest in the Consultant's business or in this Agreement by any City employee or official.
6. **GENERAL TERMS AND CONDITIONS.**
- 6.1 **Termination for Convenience.** The City may terminate this Agreement at any time without cause by giving fifteen (15) days written notice to Consultant of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of City, become its property. If this Agreement is terminated by City as provided herein, Consultant will be paid a total amount equal to its outstanding fees for services rendered as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.
- 6.2 **Termination for Cause.**
- 6.2.1 The City may, by written notice to Consultant, terminate the whole or any

part of this Agreement in any of the following circumstances:

- a. If Consultant fails to perform the services required by this Agreement within the time specified herein or any authorized extension thereof; or
- b. If Consultant fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not correct such failure within a period of ten (10) days (or such longer period as City may authorize in writing) after receipt of notice from City specifying such failure.

**6.2.2** In the event City terminates this Agreement in whole or in part as provided above in Subsection 6.2.1, City may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.

**6.2.3** If this Agreement is terminated as provided above in Subsection 6.2.1, City may require Consultant to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, films, charts, sketches, computation, surveys, models, or other similar documentation prepared by Consultant. Upon such termination, Consultant shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents whether delivered to City or in possession of Consultant, and to authorized reimbursement expenses.

**6.2.4** If, after notice of termination of the Agreement under the provisions of Subsection 6.2.1 above, it is determined, for any reason, that Consultant was not in default, or that the default was excusable, then the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Subsection 6.1 above.

**6.3 Non-Assignability.** Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of City.

**6.4 Non-Discrimination.**

**6.4.1** Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, and County and City

governments. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, disabled or age. Consultant will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Consultant to perform services under this Agreement, are free from such discrimination. Such employment practices include but are not limited to hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**6.4.2** The provisions of Subsection 6.4.1 above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. City shall have access to all documents, data and records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 (relating to federal restrictions against discriminatory practices) is available for review and on file with the City Clerk's Office.

**6.5 Insurance.** Consultant shall submit to City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:

**6.5.1** Workers' Compensation Insurance as required by law. Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

**6.5.2** Comprehensive general and automotive liability insurance protecting Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000, with an aggregate of \$2,000,000. Each such policy of insurance shall:

- a. Be issued by a financially responsible insurance company or companies admitted or authorized to do business in the State of California or which is approved in writing by City.
- b. Name and list as additional insured City, its officers, and employees.
- c. Specify its acts as primary insurance.

- d. Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled except upon thirty (30) days prior written notice to City of such cancellation or material change."
- e. Cover the operations of Consultant pursuant to the terms of this Agreement.

**6.6 Indemnification.** Consultant agrees to indemnify, defend and hold harmless City and/or any other City agency, including other employees, officers and representatives, for/from any and all claims or actions of any kind asserted against City and/or any other City agency arising out of Consultant's (including Consultant's employees, representatives, products and subcontractors) negligent performance under this Agreement, excepting only such claims or actions which may arise out of sole or active negligence of City and/or any other City agency, or any third parties not acting on behalf of, at the direction of, or under the control of Consultant.

**6.7 Compliance With Applicable Law.** Consultant and City shall comply with all applicable laws, ordinances, and codes of the federal, state, county, and city governments, without regard to conflict of law principles.

**6.8 Independent Contractor.** This Agreement is by and between City and Consultant and is not intended, nor shall it be construed, to create the relationship of agency, servant, employee, partnership, joint venture, or association, as between City and Consultant.

**6.8.1.** Consultant shall be an independent contractor and shall have no power to incur any debt or obligation for or on behalf of City. Neither City nor any of its officers or employees shall have any control over the conduct of Consultant, or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to, at any time or in any manner represent that it, or any of its agents, servants or employees are in any manner employees of City, it being distinctly understood that Consultant is and shall at all times remain to City a wholly independent contractor and Consultant's obligations to City are solely such as are prescribed by this Agreement.

**6.8.2.** Indemnification of CalPERS Determination. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or

subcontractors, as well as for the payment of any fees assessed and interest, which would otherwise be the responsibility of City.

**6.8.3 Business License Required.** According to Title 2.08.40 of the South Gate Municipal Code, a business license will be required prior to doing business within the City, even if the business is located outside of the City. Verification of a valid South Gate business license will be required prior to start of work and any fees associated with the acquisition or maintenance of such license shall be the sole responsibility of Consultant.

**6.9 Consultant's Personnel.**

**6.9.1** All services required under this Agreement will be performed by Consultant, or under Consultant's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services, including, without limitation, a City of South Gate business license as required by the South Gate Municipal Code.

**6.9.2** Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by City.

**6.9.3** Consultant shall be responsible for payment of all employees' and subcontractor's wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

**6.9.4** Consultant shall indemnify and hold harmless the City and all other related entities, officers, employees, and representatives, from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices, or of any acts or omissions by Consultant in connection with the work performed arising from this Agreement.

**6.10 Copyright.** No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Consultant.

**6.11 Legal Construction.**

**6.11.1** This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of the State of California, without regard to conflict of law principles.

**6.11.2** This Agreement shall be construed without regard to the identity of the

persons who drafted its various provisions. Each provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of the same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

- 6.11.3** The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.
- 6.11.4** Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.
- 6.12 Counterparts.** This Agreement may be executed in counterparts and as so executed, shall constitute an agreement which shall be binding upon all Parties hereto.
- 6.13 Final Payment Acceptance Constitutes Release.** The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors, and agents.
- 6.14 Corrections.** In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be charged to the Consultant.
- 6.15 Files.** All files of Consultant pertaining to City shall be and remain the property of City. Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.
- 6.16 Waiver; Remedies Cumulative.** Failure by a Party to insist upon the performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such

Party's right to demand compliance by such other Party in the future. No waiver by a Party of a default or breach of the other Party shall be effective or binding upon such a Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

- 6.17 Mitigation of Damages.** In all such situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of the other Party.
- 6.18 Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 6.19 Attorney's Fees.** The Parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorney's fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any Party hereto to enforce this Agreement, the prevailing Party in such action shall be entitled to reasonable attorney's fees and costs in addition to all other relief to which that Party or those Parties may be entitled.
- 6.20 Entire Agreement and Amendments.** This Agreement constitutes the whole agreement between City and Consultant, and neither Party has made any representations to the other except as expressly contained herein. Neither Party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any amendments, changes or modifications to this Agreement must be made in writing and appropriately executed by both City and Consultant.
- 6.21 Notices.** Any notice required to be given hereunder shall be deemed to have been given by email transmission with confirmation of delivery, and depositing said notice in the United States mail, postage prepaid, and addressed as follows:

**TO CITY:**

City of South Gate  
Arturo Cervantes, P.E.  
Asst. City Manager/Director of Public Works  
8650 California Avenue  
South Gate, CA 90280  
E-mail: [acervantes@sogate.org](mailto:acervantes@sogate.org)

**WITH COURTESY COPY TO:**

City of South Gate  
Raul Salinas  
City Attorney  
8650 California Avenue  
South Gate, CA 90280  
E-mail: [rsalinas@sogate.org](mailto:rsalinas@sogate.org)

**TO CONSULTANT:**

TranSystems  
Ayman Salama, PhD, P.E.  
Principal, Senior Vice President  
6 Hutton Center Dr., Suite 800  
Santa Ana, CA 92707  
E-mail: [aesalama@transystems.com](mailto:aesalama@transystems.com)

- 6.22 Warranty of Authorized Signatories.** Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign.
- 6.23 Consultation With Attorney.** Consultant warrants and represents that it has consulted with an attorney or knowingly and voluntarily decided to forgo such a consultation.
- 6.24 Interpretation Against Drafting Party.** City and Consultant agree that they have cooperated in the review and drafting of this Agreement. Accordingly, in the event of any ambiguity, neither Party may claim that the interpretation of this Agreement shall be construed against either Party solely because that Party drafted all or a portion of this Agreement, or the clause at issue.
- 7. EFFECTIVE DATE.** The effective date of this Agreement is **May 10, 2022**, and will remain in effect through and until May 10, , 2023, unless otherwise terminated in accordance with the terms of this Agreement.

[Remainder of page left blank intentionally.]

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

**CITY OF SOUTH GATE:**

By: \_\_\_\_\_  
Al Rios, Mayor

Dated: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Chris Jeffers, Deputy City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

By: Raul F. Salinas <sup>(AS)</sup>  
Raul F. Salinas, City Attorney

**TRANSYSTEMS CORPORATION:**

By: \_\_\_\_\_  
Ayman Salama, PhD, P.E.  
Principal, Senior Vice President

Dated: \_\_\_\_\_

# EXHIBIT A: Scope of Work

## INTRODUCTION AND PROJECT DESCRIPTION

The I-710/Firestone Southbound On-ramp Modification Project (Amendment to I-710/Firestone Boulevard Interchange, Phase IV, (Firestone Boulevard Bridge Widening Over Los Angeles River) is a part of the City's Capital Improvement Program. The project proposes to widen Firestone Boulevard to add a permanent eastbound lane and re-align the I-710 Freeway Southbound on-ramp at Firestone Boulevard, to reduce congestion and improve traffic circulation. The project is in the process of being implemented in two phases. Phase I entails widening Firestone Boulevard to the south to add a temporary, dedicated eastbound lane for freeway access. Construction of this phase of the project is complete. Phase II proposes to realign the I-710 Freeway Southbound On-ramp to the new widened configuration of Firestone Boulevard. TranSystems shall "tie in" the design of the on-ramp where the construction of the Bridge has ended or where the previous design was completed. The services being sought in this RFP are those necessary to prepare construction documents for Phase II, which is known as the I-710 Freeway/Firestone Boulevard Southbound On-Ramp Project (On-ramp Project).

This proposed new on-ramp modification aims to improve the level of service of the interchange and improve existing non-standard weaving, merging, and sight distance conditions.

The Project Approval and Environmental Documents (PA&ED), inclusive of Supplemental Report and Environmental Revalidation for the On-Ramp Project, are being prepared by Biggs Cardosa Associates (BCA). Coordination with said TranSystems will be required as a part of the contract being sought in this RFP. Services

requested herein shall be consistent with said environmental documents.

The On-ramp Project requires consideration of the design of the I-710 Corridor Project. During the last few years, the Gateway Cities COG has been developing preliminary engineering plans for the I-710 Corridor Project. The design of the On-ramp shall be consistent with the preliminary engineering plans.

## SCOPE OF SERVICES

The scope of work is the preparation of the full set of construction documents necessary to obtain Caltrans permits and approval to bid and construct the project. This includes the preparation of the Plans, Specifications and Engineer's Estimates, limited environmental documents, obtaining utility permits and clearances, right-of-way engineering and other as specified in the below scope of work.

All design work shall adhere to Caltrans' 2018 Standard Plans and Specifications (2018 Edition), latest edition of the Highway Design Manual, and California MUTCD, in effect as of the date of the Notice to Proceed. Design services shall also adhere to City standards as applicable. All work shall also conform to applicable federal, state, and local codes and other regulatory requirements.

The specific tasks for this scope of work are as specified in the following Work Breakdown Structure.

## TASK 1 – PROJECT MANAGEMENT

The TranSystems shall provide a Project Manager to be responsible for the successful delivery of services being sought herein. The Project Manager shall be responsible for the following:

- Management of the sub-TranSystems team in the preparation of plans,

specifications and engineering estimates and other related documents

- Coordinating with all project stakeholders including but not limited to City of South Gate, Biggs Cardosa and Associates, the TranSystems team, Caltrans, Los Angeles County Flood Control District, Los Angeles Department of Water and Power, utility companies, all regulatory agencies, property owners, business owners and the general public.
- Supervise, coordinate, monitor and review design for conformance with City and Caltrans standards, policies and procedures.
- Maintain continuous communication with the City Project Manager and Caltrans, including regular meetings with the City and Caltrans, to review the Initial Concept Plan and project status at, 30%, 60%, 90% and 100% completion.
- Manage schedules and project reporting.
- Coordinate and facilitate regular meetings with City staff.
- Coordinate regular meetings with Caltrans, utility companies and participating agencies as necessary to deliver the services sought herein.
- Communicate work progress and schedule to affected businesses and residents as required.
- Prepare meeting agendas and minutes, with an action item matrix. Distribute to the City, and other attendees or organizations, as required.

- Attend a Design Kick-off meeting with City representatives to review the project in detail.
- Evaluate and determine requirements and procedures for design, ongoing review, and coordination.
- Determine relevant issues specific to the Project and design standards.
- Hold monthly progress meetings or more frequently if needed, with City staff, Caltrans, permitting agencies and utility companies as needed.
- Provides construction support services during the construction phase.

**Deliverables:**

- Meeting Schedules, Attendance, Rosters, Matrix, Meeting Agendas and Minutes
- Detailed Project Schedule
- Monthly Project Reports

**TASK 2 – COMMUNITY OUTREACH**

The Public Works Department will lead community outreach. TranSystems shall support the City as necessary to conduct up to two outreach meeting with residents and business owners. TranSystems shall provide technical exhibits and analysis required for the outreach meetings.

**Deliverables:**

- Attend Community Outreach Meeting

- Provide technical exhibits, meeting minutes, identify key stakeholder, and develop action items.

**TASK 3 – AGENCY & UTILITY COORDINATION**

TranSystems shall coordinate with all stakeholders immediately affected by the proposed improvements including but not limited to property owners, agencies, and utility companies. The TranSystems shall perform a detailed research to identify all affected stakeholders that may be impacted. TranSystems shall be responsible for researching Prior Rights to clearly identify parties responsible for funding relocation of impacted utilities. It is anticipated that the affected stakeholders will include, but not be limited to, the Public Utilities Commission, Union Pacific Railroad (UPRR), Los Angeles County Flood Control District (LAFCD), Los Angeles Department of Water and Power (LADWP), United States Army Corps of Engineers (USACE), Department of Fish and Games, and City of South Gate Parks. TranSystems shall develop engineer’s estimate of utility relocation costs.

Coordination with the utilities companies shall include the following:

- TranSystems shall conduct a utility investigation within the Project construction limits based on available record information and review utility information to determine the impact of the project on the various utilities, including making contacts with each affected utility company to determine profiles of any facilities that may interfere with the proposed construction.
- Maintain a contact log.
- Prepare an initial request for utility information such as atlas sheets, mapping, or as-built plans. A utility

base map will be developed based upon information received from the utility companies.

- Submit 30%, 60%, 90%, and 100% plans to the utility companies for review and comment. Plans will only be distributed to those utility companies with facilities within the immediate project area.
- Coordinate with utility companies to relocate or upgrade their facilities (upon their request), as needed, within the project limit.
- TranSystems shall be responsible for determining any utility upgrades or installations that will be required to service the existing and proposed improvements and to coordinate the installation of all required upgrades with each affected utility company.
- Lead efforts to identify ownership of unknown wet or dry utility lines.
- Plan and coordinate with Southern California Edison regarding any services needed and any affected utility agency.

**Deliverables:**

- Meeting Agendas and Minutes.
- Utility notification letters.
- Utility Matrix
- Utility substructure base map 24” X 36”, 20 scale drawing to be included in the project plans.

**TASK 4– ENVIRONMENTAL STUDIES**

The PA&ED is being prepared for the On-Ramp Project, and is estimated to be

completed in August 2021. Under a separate contract, BCA is preparing Supplemental Report and Environmental Documents for the project. TranSystems shall review the PA&ED and update the documents as required to meet Caltrans requirements.

TranSystems shall further coordinate with BCA as necessary for the design development of the On-ramp Project.

It is anticipated that the PA&ED documents prepared by BCA could require a revisions and submittal to Caltrans. TranSystems shall prepare and submit the revised documents in accordance with Caltrans Local Assistance Procedures Manual (LAPM) Requirements.

The project shall comply with National Pollution Discharge Elimination System (NPDES) program requirements. The TranSystems shall be responsible for preparing and obtaining approval of any required technical documents such as the NOI, SWPPP, BMP design, etc. submitted in MS Word, Excel and PDF file formats, as necessary to obtain approval from Caltrans.

#### **Deliverables as part of the PS&E Phase;**

- Revision and submittal to Environmental Revalidation Document
- NPDES Program Compliance

### **TASK 5 – PRELIMINARY ENGINEERING**

#### **RIGHT-OF-WAY ENGINEERING AND ACQUISITIONS, EASMENTS AND RIGHT-OF- ENTRY**

TranSystems will prepare documents as required to facilitate the acquisition of additional right- of-way, if needed, for permanent easements, for temporary construction easements and for right-of-entry authorizations of land areas within the project

limits. TranSystems shall review preliminary right-of-way documentation and acquire right-of-way as required by Caltrans from DWP and LACFCD and provide Right of Way Certification as needed.

#### **Deliverables:**

- Provide required documents for land or Right of Way acquisition.
- Provide required documents for establishment of a Permanent Easement.
- Provide required documents for establishment of a Temporary Construction Easement.
- Provide Right of Way Certification

#### **FIELD SURVEY**

TranSystems shall conduct topographic surveys and field surveys as required for the preparation of the design documents. Consult shall perform sufficient field surveys to guarantee accuracy of the final construction plans. Surveying services shall be in accordance with the following:

- Topographic Survey: The proposed improvements will determine the extents of ground survey required. Full street/ramp sections and a section analysis will be required to ensure acceptable cross-slopes. The analysis will be performed at 25- foot intervals. The topography shall extend a minimum of two hundred feet (200') beyond limits of construction, when possible.
- Field Surveys: provide Full ramp sections survey including field data at all control or critical points, such as CL, BCR, ECR, EG ES and at any grade breaks. TranSystems shall include Survey of private property/agency as needed.

**Deliverables:**

- Electronic copy of all survey performed using Caltrans Coordinate System
- Existing Right of Way and existing condition

**MONUMENT RESTORATION**

TranSystems shall comply with State requirements for the preservation and/or reestablishment of survey monuments and property corner markers, including recordation requirements.

TranSystems shall field investigate and document the presence of existing centerline ties, property corner markers and survey monuments along the proposed project.

Set centerline ties for existing centerline monuments found with no existing ties.

Reset centerline monuments and provide the City with an updated set of centerline tie notes.

**Deliverables:**

- Provide recorded set of centerline tie notes.

**MONUMENT PROJECT CONTROL**

Provide for the construction of two new benchmarks consisting of brass cap in protective can.

TranSystems shall field investigate the project to determine the best location for the construction of two new project control benchmarks.

TranSystems shall comply with State requirements for construction of survey monuments including recordation requirements.

**Deliverables:**

- Provide two new intersection benchmarks.

**TASK 6 - PERMITS**

The project is proposed to be constructed on right-of-way owned and operated by various stakeholders. Permits will be required in order to construct the proposed improvements. TranSystems shall apply and secure permits from the impacted stakeholders. This may include, but is not limited to Caltrans, LACDPW, LACFCD, LADWP, Southern California Edison and other utility companies, the City, Department of Fish and Games, Department of the Army, Army Corps of Engineers; section 408 or section 404, and others as determined during the design development process. Regarding Caltrans, TranSystems shall apply for a permit and obtain an approval letter.

**Deliverables:**

- Permits from all impacted stakeholders as determined during the design development process, whether or not identified on this RFP.

**TASK 7 – PLAN PREPARATION, AND GENERAL AND SPECIAL PROVISION FOR**

**FEDERALLY FUNDED PROJECT**

The TranSystems shall prepare Plans, Specifications, and Engineer’s Estimates at levels of completion of 30%, 60%, 90%, and 100% and per Caltrans requirements. City and Caltrans will provide review comments at all design stages, inclusive of at the 100% design stage. It is expected that 100% Plans, Specifications and Engineer’s Estimate will be complete and include comments and input from all stakeholders. One set of Mylar shall be produced after 100% plans are approved by the City and Caltrans.

It is the responsibility of the TranSystems to determine the design drawings that are required to be included in the plan set to successfully secure approvals from Caltrans.

Plans will conform to Caltrans Standard Plans and City Standard Plans. TranSystems shall coordinate with Caltrans regarding the final plans and Specification format e.g., AutoCAD or Micro station. Also, the TranSystems shall coordinate the design phase of this project with Caltrans in regard to scale, sheets required, fonts and size of text, etc. All plans must be signed and stamped by a registered Civil Engineer, and/or other registered engineers as required by the design documents being prepared. Plans are not considered 100% complete until stamped by Caltrans, Engineering Design Division with the proper date.

As part of the PS&E phase, the following documents shall also be delivered by the TranSystems;

- Traffic Management Plan
- Storm Water Data Report
- Risk Register
- DSDD; Design Standard Decision Document)
- PD 26
- ROW Acquisition
- ROW Certification
- Environmental Revalidation
- HW Clearance
- Approval of any NSSP (Non-Standard Special Provision)
- ADA Certification
- Geotechnical and Foundation Reports (for the retaining walls)

- Survey Documents; preconstruction and post construction
- PE Certification
- Utility Conflict Matrix

As part of the preparation of Plans, Specification and Estimates, the TranSystems shall also review the existing conditions on Firestone Boulevard from Rayo Avenue to Garfield Avenue, and shall include in its proposed scope of work preparation of design and construction documents for the following items;

- a. Pedestrian improvements along Firestone Boulevard to comply with American with Disabilities Act (ADA), including but not limited to new and updated curb ramps at On/Off Ramps, sidewalks at North and South side, and other related improvements. Any traffic signal modifications, signing and striping improvements, that may be necessary to accommodate pedestrian crossings shall also be included in the proposed scope of work.
- b. Removal and replacement of the existing median island, including but not limited to new median curbs; replacing the irrigation system, valves and controllers; removal and replacement of the existing landscaping and hardscaping improvements; consideration of cobblestones or stamped concrete; electrical and water services.
- c. Construction of a new raised landscape median between Rayo Ave and the existing road median, fully improved with landscaping and hardscaping, an irrigation system, lighting, water service, electrical service.
- d. Creation of a consistent aesthetic theme for the railings, that matches the new railing installed on the bridge expansion over the Los Angeles River, on the south side of the bridge.

- e. Street Improvements including grinding and overlaying of the existing pavement; localized reconstruction as needed; utility adjustments, new curb and gutters as-needed, and concrete improvement as-needed to address existing issues.
- f. Water system improvements necessary to replace the existing fire hydrants, water valves and water service laterals, inclusive of water laterals serving the road medians.
- g. Signing and Striping Plans to replace existing signing and striping within the entire segments.
- h. Provide Traffic Study of the area surrounding the existing traffic signal at Firestone Boulevard On-Ramp and Off-Ramp. Provide recommendations for improvements such as a Traffic Signal Modification and Pedestrian Ramp Crossing where-needed. Prepare the design plans of the recommended improvements inclusive but not limited to traffic signal improvements, electrical services, etc. Coordinate with utility companies as necessary. Obtain Caltrans approvals and permitting as necessary.
- i. Prepare the environmental documents, specifications and engineering estimates as necessary for the improvements requested herein, inclusive of any additional documents required by Caltrans or the Los Angeles County Department of Public Works, to perform improvements within their right-of-way, or over the Los Angeles River.
- j. TranSystems shall include in its fee proposal any related scope of work required to implement the improvements, so that the City may bid them for construction.

In addition to the above scope of work, as an optional task, under the Task of PS&E, the

City is requesting from perspective TranSystems to provide a design and specification documents to remove an existing chain link fence and install a new Wrought Iron fence between Caltrans Right of Way and City's Right of Way at Hawkins Reservoir in the City of South Gate. This Fence shall be constructed inside City's Right of Way with a length of approximately 200 feet and a height of 8 feet. (Photo attached for location/reference only)

**Deliverables:**

- Three (3) full-size documents, 24x36 or as required by Caltrans at 30%, 60%, 90%, and 100%
- Project Cost Estimate at 30%, 60%, 90%, and 100% (in pdf and Excel Spreadsheet)
- One full-size Mylar of approved 100% drawings
- Electronic files at every stage in AutoCAD and PDF format

**PREPARE GENERAL AND SPECIAL PROVISIONS FOR FEDERALLY FUNDED PROJECTS**

TranSystems shall prepare General and Special Provisions in accordance with City requirements and Caltrans requirements provided in the Local Assistance Procedures Manual (LAPM) for Federal and State funded projects. City will provide its boilerplate specifications to TranSystems. General and Special Provisions shall be prepared utilizing Caltrans formats 2018 edition (or latest available). Specifications shall comply with Federal and State provisions as required.

Project bid sheet will clearly identify participating and non-participating costs.

**Deliverables:**

- General and Special Provisions at the 30%, 60%, 90% and 100% completion milestones in electronic PDF format and Word.
- Bid schedule with participating and Non-participating cost

**TECHNICAL SPECIFICATIONS**

TranSystems shall prepare Technical Provisions per Caltrans requirements and City requirements. Technical provisions shall be prepared utilizing Greenbook latest edition and Caltrans formats.

Technical Provisions shall clearly identify the work and materials for each bid item.

**Deliverables:**

- Technical Provisions per Caltrans requirement at the 30% 60%, 90% and 100% completion milestones in electronic PDF and word Format.

**COST ESTIMATE**

TranSystems shall prepare construction cost estimates utilizing quantity calculations for the various items of work. Prepare a final construction cost estimate delineating participating items from non-participating items in accordance with Caltrans Local Procedures Manual for federally projects. Estimate will incorporate unit prices for the various items of work, shall utilize lump sum pricing for only those items approved by the City's project engineer or Caltrans and shall clearly define the items of work and cost associated.

**Deliverables:**

Engineer's Cost Estimate at 30%, 60%, 90% and 100% completion milestones in

electronic PDF format and Excel for work associated with each subproject.

**TASK 8 – RIGHT-OF-WAY CERTIFICATION**

Evaluate the On-Ramp Project for right-of-way certification in accordance with Caltrans Local Assistance Procedures Manual (LAPM). Prepare and submit certification documents for project right-of-way certification. Prepare Plats and legals as needed. Prepare Right-of-Way (ROW) Certification Package for Caltrans review and approval as required. Obtain approved ROW Certification from Caltrans.

TranSystems shall coordinate this task with effected agencies such as Los Angeles Department of Water and Power, Los Angeles County Public Works Department and Flood Control Division, Department Fish and Games and Army Corps of Engineers

**Deliverables:**

- Completed Right-of-Way Certification.
- Right of Way Requirement Exhibits
- Plats and Legals
- Appraisal and Acquisition

**TASK 9 – PREPARE A DISADVANTAGED BUSINESS ENTERPRISE (DBE) % OF CONTRACT GOAL**

Upon completion of design (PS&E), the TranSystems shall prepare documents in accordance with Caltrans Local Assistance Procedures Manual (LPAM), Chapter 9 Civil Rights and Disadvantaged Business Enterprise in order to determine the percentage (%) participation for determination of the Disadvantaged Business Enterprise (DBE) Contract. Work includes but is not limited to the following: Develop a DBE Contract Goal (LAPM Exhibit 9-D) in accordance with Chapter 9 of the LAPM,

DBE Contract Goal percentage shall be incorporated in the final bid set for the On Ramp Project.

**Deliverables:**

- Engineer's Disadvantaged Business Enterprise Contract Goal worksheet at 90% and 100% completion milestones in electronic PDF format and Excel.
- Engineer's Disadvantaged Business Enterprise Contract Goal for final bid set in electronic PDF and Excel format.

**TASK 10 – REQUEST FOR AUTHORIZATION TO PROCEED WITH CONSTRUCTION**

Prepare Request for Authorization to Proceed with Construction in accordance with State and/or Federal requirements as required for construction phasing of the On Ramp Improvement Project.

TranSystems will prepare all necessary exhibits and attachments in conformance with State and/or federal requirements. Documents required may include but are not limited to the following:

Prepare the E-76 package with all necessary exhibits and attachments in conformance with the LAPM, including but not limited to: Request for Authorization to Proceed with Construction (LAPM Exhibit 3- D), Data Sheets (LAPM Exhibit 3-E), Preliminary Estimate of Cost (LAPM Exhibit 12-A), Finance Letter (LAPM Exhibit 15-N), PS&E Certification (LAPM Exhibit 12-C), PS&E Checklist (LAPM Exhibit 12-D), Local Agency Construction Contract Administration Checklist (LAPM Exhibit 15-A), Local Programs Agreement Checklist (LAPM Exhibit 4-A) to request the State/FHWA agreement (E- 76) for federal and or State

funding and the Program Supplement Agreement.

Submit documents to City for input and address City comments.

Submit documents to Caltrans for approval. TranSystems shall address comments, if issued by Caltrans and resubmit until approvals are obtained.

**Deliverables:**

- Electronic copy and three hard copies of all submitted documents.
- Electronic copy and three hard copies of all final approved documents.

**TASK 11 – ADVERTISE AND AWARD PACKAGE**

Prepare documents for Approval for Local Agency Award and Award Package documentation for the Project. TranSystems will prepare documents in accordance with Caltrans Local Assistance Procedures Manual (LAPM) Chapter 15.

TranSystems will prepare all necessary exhibits and attachments in conformance with State and Federal requirements to Secure Approval for Local Agency Award for the project. Documents required may include but are not limited to the following:

Secure Local Agency Award and prepare the Award Package in conformance with the LAPM, including but not limited to: Local Agency Construction Contract Administration Checklist (LAPM Exhibit 15- A), Resident Engineer's Construction Contract Administration Checklist (LAPM Exhibit 15- B), Local Agency Project Advertising Checklist (LAPM Exhibit 15-C), Bid Tabulation Summary Sheet (LAPM Exhibit 15-D), Construction Contract DBE Commitment (LAPM Exhibit 15-G1), DBE Information - Good Faith Efforts (LAPM Exhibit 15-H), Local Agency Bid Opening Checklist (LAPM Exhibit 15-I), Local

Assistance Contract Award Checklist (LAPM Exhibit 15-L) and Detail Estimate (LAPM Exhibit 15-M).

Submit documents to City for input and address City comments. Submit documents to Caltrans for approval. TranSystems shall address comments, if issued by Caltrans and resubmit until approvals are obtained.

**Deliverables:**

- Electronic copy and three hard copies of all submitted documents.
- Electronic copy and three hard copies of all final approved documents.

**TASK 12 – CONSTRUCTION BIDDING PHASE SERVICES**

The TranSystems will prepare Construction Bid Package. Advise the City on the appropriate response to bidder's technical questions. Prepare plans, specifications and/or quantity estimates to be issued as addenda as the City determines appropriate. The TranSystems will provide support during construction bidding phase and advertising period as follows:

- Attend pre-bid meeting
- Assist in Analysis of Bids, as necessary
- Log questions and responses to bidders' questions regarding the bid documents
- Evaluate need for addendum to bid documents in response to bidder's questions and prepare addendum if required. Prepare addenda.

**Deliverables:**

- Construction Bid Package format with all Caltrans Local Assistance

Procedures Manual (LAPM) requirements for Federal and State funded projects.

- Addenda, as necessary
- Pre-bid Meeting Minutes, tabulated bidder inquiries and responses

**TASK 13 – PRE-CONSTRUCTION MEETING AND JOB-SITE MEETINGS**

Attend the pre-construction meeting, job walk, and job-site meetings as required over the course of the construction schedule. Include appropriate meetings in the TranSystems's proposal.

**Deliverables:**

- Prepare agenda and meeting minutes.

**TASK 14 – RESPOND TO REQUESTS FOR INFORMATION AND SUBMITTALS (AS NEEDED)**

Provide response to contractor's requests for information (RFI) about the plans and specifications. This task includes conferring with the City's Project Manager regarding RFIs. TranSystems shall assume that fifty (50) RFI's will be received and responded to by TranSystems.

TranSystemss shall in addition, prepare design changes as needed to address unforeseen site conditions, to provide field design recommendations and/or changes, or to address any issues that may arise. TranSystems shall assume 5 design changes will be needed.

The TranSystems shall review, provide comments on, and approve all submittals submitted by the contractor during the construction phase of the project.

Regularly scheduled construction observation is specifically excluded from this scope of work.

- Review and respond to all submittals submitted by the contractor
- Review and provide response to contractor's requests for information
- Log requests for information and provide responses
- Log all submittals
- Field design recommendations
- Field design changes inclusive of design details

#### **TASK 15 – INTENTIONALLY LEFT BLANK**

#### **TASK 16 – PREPARE RECORD DRAWINGS (AS-BUILTS)**

Within 60 days following the completion and acceptance of the project, furnish City a complete set of revised original tracings showing as-built conditions on Mylar. Revisions will be solely based on as-built information provided by the City's Construction Manager and the Contractor.

##### **Deliverables:**

- Furnish a complete set of original record drawings on Mylar with electronic copy in AutoCAD format and PDF form.

#### **TASK 17 – BID SUPPORT (OPTIONAL)**

TranSystems shall provide bid support and provide response to contractors 2 days prior to opening of bids. TranSystems shall keep a log of all correspondence received from contractors.



# City of South Gate

8650 CALIFORNIA AVENUE • SOUTH GATE, CA 90280 • TEL: (323) 357-9657  
FAX: (323) 563-9572

Department of Public Works

November 2, 2021

**Subject: Request for Proposal (RFP) for Engineering Services to prepare Plans, Specifications, Estimates and Environmental Documents for I-710 Firestone Boulevard Southbound On-Ramp Modification Project, Federal Project No. HP21L-5257(036), City Project No. 354-ST**

Dear Prospective Consultant:

The City of South Gate (City) is requesting proposals from qualified consultants to provide professional design services necessary to prepare Plans, Specifications, Estimates and Environmental Documents for the I-710 Firestone Boulevard Southbound On Ramp Modification Project (On-ramp Project), Federal Project HP21L-5257 (036), City Project No. 354-ST.

To be considered responsive, consultants must submit a proposal indicating their knowledge and experience related to the services being sought. The Consultant shall have a minimum of 15 to 20 years of experience in providing design services on similar projects, with Caltrans oversight. Consultant shall be knowledgeable of Caltrans design requirements on similar projects. Consultant must be experienced in providing professional engineering design services including but not limited to project management, preliminary engineering, outreach coordination, surveying, design, environmental, geotechnical engineering, pavement engineering, landscaping & urban design, preparation of final plans, specifications & estimates (PS&E) and construction support services, in accordance with Local, State and Federal requirements as required.

The City envisions awarding a contract that will provide for 12 months to complete the requested services, from the date of execution of the agreement. However, if this schedule does not provide sufficient time to complete requested services, in a manner that achieves Caltrans and City approvals, the Consultant shall include in its proposal the schedule it needs to complete the services. City will consider the proposed schedule in their review and evaluation of the Consultant proposals.

All documents prepared by the Consultant shall comply with the requirements for Federal and/or State aided projects as outlined in the Caltrans Local Assistance Procedures Manual (LAPM), regardless if tasks are listed in the scope of work or not. This will include Disadvantaged Business Enterprise (DBE) participation and submission of attached DBE forms (Appendix A) as required for documenting the Consultant effort of achieving a DBE participation goal of 12% for the On-ramp Project. Design services shall adhere to California Department of Transportation (Caltrans) Standard Plans 2018 Edition and City of South Gate standards, as applicable.

In addition, the proposal shall contain exhibits 10-A (Consultant Financial Document Review Request Letter) and 10-K (Consultant Annual Certification of Indirect Costs and Financial Management System) completed in accordance with Chapter 10 of the Caltrans Local Assistance Procedure Manual (LAPM) as required for federally funded proposals exceeding the \$150,000 dollars threshold.

The On-ramp Project is a part of the Capital Improvement Program and it is the second phase that is being implemented to improve traffic flow and reduce traffic congestion, for which the Project Approval & Environmental Documents (PA&ED) has been completed, and is available for review to interested Consultants. The PA&ED plans are being prepared by a City consultant under separate contract. Consultant shall be responsible for completing all documents of the PS&E for the On-ramp Project in accordance the requirements of the PA&ED, Supplemental Project Report and Environmental Revalidation.

The design services requested herein are funded with Federal Funds, Metropolitan Transportation Authority (MTA) funds and Local funds.

In order for your proposal to be considered, interested Consultants shall submit a proposal addressing all tasks contained within the scope of services. Consultant shall submit four (4) hard copies of its proposal and one electronic copy in a flash drive. Proposals shall be clearly marked as follows: *"Proposal for the I-710 Firestone Boulevard Southbound On-Ramp Modification Project (On-ramp Project) Federal Project HP21L-5257 (036), City Project No. 354-ST"*. Consultant shall also submit a hard copy and an electronic copy of its Fee Proposal and placed in a separate, and sealed envelope. The fee proposal shall clearly identify the total cost of each task needed to complete the services requested herein and the total fee.

**Proposals are due on Thursday December 16, 2021 at 5:00 p.m. Any requests for information (RFI) or questions shall be submitted to Mr. Elias Saikaly, P.E. Project Manager, by Thursday December 9, 2021.**

**A Non-Mandatory Field meeting is scheduled for Thursday, December 2, 2021 at 10:00 a.m. at Firestone Boulevard Bridge over Los Angeles River.**

**Proposals shall be mailed/delivered to:**

City Clerk's Office  
Attn: Arturo Cervantes, P.E.  
Assistant City Manager/Director of Public Works  
City of South Gate  
8650 California A venue  
South Gate, CA 90280

Sincerely,

Arturo Cervantes, P.E.  
Assistant City Manager/Director of Public Works



**PREPARATION OF PLANS, SPECIFICATIONS, ESTIMATES AND ENVIRONMENTAL DOCUMENTS FOR I-710 FIRESTONE BOULEVARD SOUTHBOUND ON RAMP MODIFICATION PROJECT FEDERAL PROJECT NO. HP21L-5257(036), CITY PROJECT NO. 354-ST**

All questions regarding this project are to be directed to:

**Elias Saikaly, P.E.  
Project Manager  
Office: (323) 563-9581  
Email: [esaikaly@sogate.org](mailto:esaikaly@sogate.org)**

**APPROVED** \_\_\_\_\_

Elias Saikaly, P.E., Project Manager

Date

**November 2021**



Attachment 1

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## **INTRODUCTION AND PROJECT DESCRIPTION**

The I-710/Firestone Southbound On-ramp Modification Project (Amendment to I-710/Firestone Boulevard Interchange, Phase IV, (Firestone Boulevard Bridge Widening Over Los Angeles River) is a part of the City's Capital Improvement Program. The project proposes to widen Firestone Boulevard to add a permanent eastbound lane and re-align the I-710 Freeway Southbound on-ramp at Firestone Boulevard, to reduce congestion and improve traffic circulation. The project is in the process of being implemented in two phases. Phase I entails widening Firestone Boulevard to the south to add a temporary, dedicated eastbound lane for freeway access. Construction of this phase of the project is complete. Phase II proposes to realign the I-710 Freeway Southbound On-ramp to the new widened configuration of Firestone Boulevard. Consultant shall "tie in" the design of the on-ramp where the construction of the Bridge has ended or where the previous design was completed. The services being sought in this RFP are those necessary to prepare construction documents for Phase II, which is known as the I-710 Freeway/Firestone Boulevard Southbound On-Ramp Project (On-ramp Project).

This proposed new on-ramp modification aims to improve the level of service of the interchange and improve existing non-standard weaving, merging, and sight distance conditions. The location of the on ramp project is illustrated in Attachment 1.

The Project Approval and Environmental Documents (PA&ED), inclusive of Supplemental Report and Environmental Revalidation for the On-Ramp Project, are being prepared by Biggs Cardosa Associates (BCA). Coordination with said Consultant will be required as a part of the contract being sought in this RFP. Services requested herein shall be consistent with said environmental documents.

The On-ramp Project requires consideration of the design of the I-710 Corridor Project. During the last few years, the Gateway Cities COG has been developing preliminary engineering plans for the I-710 Corridor Project. The design of the On-ramp shall be consistent with the preliminary engineering plans.

The On-ramp Project is fully funded for design and construction. The budget is approximately \$8,210,000, which consist of \$7,250,000 in Federal Funds, \$600,000 in MTA Fund and \$360,000 in local funds.

## **SCOPE OF SERVICES**

The scope of work requested in this RFP is the preparation of the full set of construction documents necessary to obtain Caltrans permits and approval to bid and construct the project. This includes the preparation of the Plans, Specifications and Engineer's Estimates, limited environmental documents, obtaining utility permits and clearances, right-of-way engineering and other as specified in the below scope of work. It shall be the Consultant's responsibility to ensure their Proposal includes all of the services necessary to obtain Caltrans approval to bid and construct the project.

All design work shall adhere to Caltrans' 2018 Standard Plans and Specifications (2018 Edition), latest edition of the Highway Design Manual, and California MUTCD, in effect as of the date of the Notice to Proceed. Design services shall also adhere to City standards as applicable. All work shall also conform to applicable federal, state, and local codes and other regulatory requirements.

The specific tasks for this scope of work are as specified in the following Work Breakdown Structure.

### **TASK 1 – PROJECT MANAGEMENT**

The Consultant shall provide a Project Manager to be responsible for the successful delivery of services being sought herein. The Project Manager shall be responsible for the following:

- Management of the sub-Consultant team in the preparation of plans, specifications and engineering estimates and other related documents
- Coordinating with all project stakeholders including but not limited to City of South Gate, Biggs Cardosa and Associates, the consultant team, Caltrans, Los Angeles County Flood Control District, Los Angeles Department of Water and Power, utility companies, all regulatory agencies, property owners, business owners and the general public.
- Supervise, coordinate, monitor and review design for conformance with City and Caltrans standards, policies and procedures.
- Maintain continuous communication with the City Project Manager and Caltrans, including regular meetings with the City and Caltrans, to review the Initial Concept Plan and project status at, 30%, 60%, 90% and 100% completion.
- Manage schedules and project reporting.
- Coordinate and facilitate regular meetings with City staff.
- Coordinate regular meetings with Caltrans, utility companies and participating agencies as necessary to deliver the services sought herein.
- Communicate work progress and schedule to affected businesses and residents as required.
- Prepare meeting agendas and minutes, with an action item matrix. Distribute to the City, and other attendees or organizations, as required.
- Attend a Design Kick-off meeting with City representatives to review the project in detail.

- Evaluate and determine requirements and procedures for design, ongoing review, and coordination.
- Determine relevant issues specific to the Project and design standards.
- Hold monthly progress meetings or more frequently if needed, with City staff, Caltrans, permitting agencies and utility companies as needed.
- Provides construction support services during the construction phase.

**Deliverables:**

- Meeting Schedules, Attendance, Rosters, Matrix, Meeting Agendas and Minutes
- Detailed Project Schedule
- Monthly Project Reports

**TASK 2 – COMMUNITY OUTREACH**

The Public Works Department will lead community outreach. Consultant shall support the City as necessary to conduct up to two outreach meeting with residents and business owners. Consultant shall provide technical exhibits and analysis required for the outreach meetings.

**Deliverables:**

- Attend Community Outreach Meeting
- Provide technical exhibits, meeting minutes, identify key stakeholder, and develop action items.

**TASK 3 – AGENCY & UTILITY COORDINATION**

Consultant shall coordinate with all stakeholders immediately affected by the proposed improvements including but not limited to property owners, agencies, and utility companies. The Consultant shall perform a detailed research to identify all affected stakeholders that may be impacted. Consultant shall be responsible for researching Prior Rights to clearly identify parties responsible for funding relocation of impacted utilities. It is anticipated that the affected stakeholders will include, but not be limited to, the Public Utilities Commission, Union Pacific Railroad (UPRR), Los Angeles County Flood Control District (LAFCD), Los Angeles Department of Water and Power (LADWP), United States Army Corps of Engineers (USACE), Department of Fish and Games, and City of South Gate Parks. Consultants shall develop engineer's estimate of utility relocation costs.

Coordination with the utilities companies shall include the following:

- Consultant shall conduct a utility investigation within the Project construction limits based on available record information and review utility information to determine the impact of the project on the various utilities, including making contacts with each affected utility company to determine profiles of any facilities that may interfere with the proposed construction.
- Maintain a contact log.
- Prepare an initial request for utility information such as atlas sheets, mapping, or as-built plans. A utility base map will be developed based upon information received from the utility companies.
- Submit 30% 60%, 90%, and 100% plans to the utility companies for review and comment. Plans will only be distributed to those utility companies with facilities within the immediate project area.
- Coordinate with utility companies to relocate or upgrade their facilities (upon their request), as needed, within the project limit.
- Consultant shall be responsible for determining any utility upgrades or installations that will be required to service the existing and proposed improvements and to coordinate the installation of all required upgrades with each affected utility company.
- Lead efforts to identify ownership of unknown wet or dry utility lines.
- Plan and coordinate with Southern California Edison regarding any services needed and any effected utility agency.

**Deliverables:**

- Meeting Agendas and Minutes.
- Utility notification letters.
- Utility Matrix
- Utility substructure base map 24" X 36", 20 scale drawing to be included in the project plans.

**TASK 4- ENVIRONMENTAL STUDIES**

The PA&ED is being prepared for the On-Ramp Project, and is estimated to be completed in August 2021. Under a separate contract, BCA is preparing Supplemental Report and Environmental Documents for the project. Consultant shall review the PA&ED and update the documents as required to meet Caltrans requirements.

Consultant shall further coordinate with BCA as necessary for the design development of the On-ramp Project.

It is anticipated that the PA&ED documents prepared by BCA could require a revisions and submittal to Caltrans. Consultant shall prepare and submit the revised documents in accordance with Caltrans Local Assistance Procedures Manual (LAPM) Requirements.

The project shall comply with National Pollution Discharge Elimination System (NPDES) program requirements. The Consultant shall be responsible for preparing and obtaining approval of any required technical documents such as the NOI, SWPPP, BMP design, etc. submitted in MS Word, Excel and PDF file formats, as necessary to obtain approval from Caltrans.

**Deliverables as part of the PS&E Phase;**

- Revision and submittal to Environmental Revalidation Document
- NPDES Program Compliance

**TASK 5 – PRELIMINARY ENGINEERING**

**RIGHT-OF-WAY ENGINEERING AND ACQUISITIONS, EASMENTS AND RIGHT-OF-ENTRY**

Consultant will prepare documents as required to facilitate the acquisition of additional right-of-way, if needed, for permanent easements, for temporary construction easements and for right-of-entry authorizations of land areas within the project limits. Consultant shall review preliminary right-of-way documentation and acquire right-of-way as required by Caltrans from DWP and LACFCD and provide Right of Way Certification as needed.

**Deliverables:**

- Provide required documents for land or Right of Way acquisition.
- Provide required documents for establishment of a Permanent Easement.
- Provide required documents for establishment of a Temporary Construction Easement.
- Provide Right of Way Certification

**FIELD SURVEY**

Consultant shall conduct topographic surveys and field surveys as required for the preparation of the design documents. Consultant shall perform sufficient field surveys to guarantee accuracy of the final construction plans. Surveying services shall be in accordance with the following:

- Topographic Survey: The proposed improvements will determine the extents of ground survey required. Full street/ramp sections and a section analysis will be required to ensure acceptable cross-slopes. The analysis will be performed at 25-foot intervals. The topography shall extend a minimum of two hundred feet (200') beyond limits of construction, when possible.
- Field Surveys: provide Full ramp sections survey including field data at all control or critical points, such as CL, BCR, ECR, EG ES and at any grade breaks. Consultant shall include Survey of private property/agency as needed.

**Deliverables:**

- Electronic copy of all survey performed using Caltrans Coordinate System
- Existing Right of Way and existing condition

**MONUMENT RESTORATION**

Consultant shall comply with State requirements for the preservation and/or reestablishment of survey monuments and property corner markers, including recordation requirements.

Consultant shall field investigate and document the presence of existing centerline ties, property corner markers and survey monuments along the proposed project.

Set centerline ties for existing centerline monuments found with no existing ties.

Reset centerline monuments and provide the City with an updated set of centerline tie notes.

**Deliverables:**

- Provide recorded set of centerline tie notes.

**MONUMENT PROJECT CONTROL**

Provide for the construction of two new benchmarks consisting of brass cap in protective can.

Consultant shall field investigate the project to determine the best location for the construction of two new project control benchmarks.

Consultant shall comply with State requirements for construction of survey monuments including recordation requirements.

**Deliverables:**

- Provide two new intersection benchmarks.

**TASK6 - PERMITS**

The project is proposed to be constructed on right-of-way owned and operated by various stakeholders. Permits will be required in order to construct the proposed improvements. Consultant shall apply and secure permits from the impacted stakeholders. This may include, but is not limited to Caltrans, LACDPW, LACFCD, LADWP, Southern California Edison and other utility companies, the City, Department of Fish and Games, Department of the Army, Army Corps of Engineers; section 408 or section 404, and others as determined during the design development process. Regarding Caltrans, Consultant shall apply for a permit and obtain an approval letter.

**Deliverables:**

- Permits from all impacted stakeholders as determined during the design development process, whether or not identified on this RFP.

**TASK 7 – PLAN PREPARATION, AND GENERAL AND SPECIAL PROVISION FOR FEDERALLY FUNDED PROJECT**

The Consultant shall prepare Plans, Specifications, and Engineer's Estimates at levels of completion of 30%, 60%, 90%, and 100% and per Caltrans requirements. City and Caltrans will provide review comments at all design stages, inclusive of at the 100% design stage. It is expected that 100% Plans, Specifications and Engineer's Estimate will be complete and include comments and input from all stakeholders. One set of Mylar shall be produced after 100% plans are approved by the City and Caltrans.

It is the responsibility of the Consultant to determine the design drawings that are required to be included in the plan set to successfully secure approvals from Caltrans.

Plans will conform to Caltrans Standard Plans and City Standard Plans. Consultant shall coordinate with Caltrans regarding the final plans and Specification format e.g., AutoCAD or Micro station. Also, the Consultant shall coordinate the design phase of this project with Caltrans in regard to scale, sheets required, fonts and size of text, etc. All plans must be signed and stamped by a registered Civil Engineer, and/or other registered engineers as required by the design documents being prepared. Plans are not considered 100% complete until stamped by Caltrans, Engineering Design Division with the proper date.

As part of the PS&E phase, the following documents shall also be delivered by the Consultant;

- Traffic Management Plan
- Storm Water Data Report

- Risk Register
- DSDD; Design Standard Decision Document)
- PD 26
- ROW Acquisition
- ROW Certification
- Environmental Revalidation
- HW Clearance
- Approval of any NSSP (Non-Standard Special Provision)
- ADA Certification
- Geotechnical and Foundation Reports (for the retaining walls)
- Survey Documents; preconstruction and post construction
- PE Certification
- Utility Conflict Matrix

As part of the preparation of Plans, Specification and Estimates, the consultant shall also review the existing conditions on Firestone Boulevard from Rayo Avenue to Garfield Avenue, and shall include in its proposed scope of work preparation of design and construction documents for the following items;

- a. Pedestrian improvements along Firestone Boulevard to comply with American with Disabilities Act (ADA), including but not limited to new and updated curb ramps at On/Off Ramps, sidewalks at North and South side, and other related improvements. Any traffic signal modifications, signing and striping improvements, that may be necessary to accommodate pedestrian crossings shall also be included in the proposed scope of work.
- b. Removal and replacement of the existing median island, including but not limited to new median curbs; replacing the irrigation system, valves and controllers; removal and replacement of the existing landscaping and hardscaping improvements; consideration of cobblestones or stamped concrete; electrical and water services.
- c. Construction of a new raised landscape median between Rayo Ave and the existing road median, fully improved with landscaping and hardscaping, an irrigation system, lighting, water service, electrical service.
- d. Creation of a consistent aesthetic theme for the railings, that matches the new railing installed on the bridge expansion over the Los Angeles River, on the south side of the bridge.
- e. Street Improvements including grinding and overlaying of the existing pavement; localized reconstruction as needed; utility adjustments, new curb and gutters as-needed, and concrete improvement as-needed to address existing issues.

- f. Water system improvements necessary to replace the existing fire hydrants, water valves and water service laterals, inclusive of water laterals serving the road medians.
- g. Signing and Striping Plans to replace existing signing and striping within the entire segments.
- h. Provide Traffic Study of the area surrounding the existing traffic signal at Firestone Boulevard On-Ramp and Off-Ramp. Provide recommendations for improvements such as a Traffic Signal Modification and Pedestrian Ramp Crossing where-needed. Prepare the design plans of the recommended improvements inclusive but not limited to traffic signal improvements, electrical services, etc. Coordinate with utility companies as necessary. Obtain Caltrans approvals and permitting as necessary.
- i. Prepare the environmental documents, specifications and engineering estimates as necessary for the improvements requested herein, inclusive of any additional documents required by Caltrans or the Los Angeles County Department of Public Works, to perform improvements within their right-of-way, or over the Los Angeles River.
- j. Consultant shall include in its fee proposal any related scope of work required to implement the improvements, so that the City may bid them for construction.

In addition to the above scope of work, as an optional task, under the Task of PS&E, the City is requesting from perspective consultant to provide a design and specification documents to remove an existing chain link fence and install a new Wrought Iron fence between Caltrans Right of Way and City's Right of Way at Hawkins Reservoir in the City of South Gate. This Fence shall be constructed inside City's Right of Way with a length of approximately 200 feet and a height of 8 feet. (Photo attached for location/reference only)

**Deliverables:**

- Three (3) full-size documents, 24x36 or as required by Caltrans at 30%, 60%, 90%, and 100%
- Project Cost Estimate at 30%, 60%, 90%, and 100% (in pdf and Excel Spreadsheet)
- One full-size Mylar of approved 100% drawings
- Electronic files at every stage in AutoCAD and PDF format

## **PREPARE GENERAL AND SPECIAL PROVISIONS FOR FEDERALLY FUNDED PROJECTS**

Consultant shall prepare General and Special Provisions in accordance with City requirements and Caltrans requirements provided in the Local Assistance Procedures Manual (LAPM) for Federal and State funded projects. City will provide its boilerplate specifications to consultant. General and Special Provisions shall be prepared utilizing Caltrans formats 2018 edition (or latest available). Specifications shall comply with Federal and State provisions as required.

Project bid sheet will clearly identify participating and non-participating costs.

### **Deliverables:**

- General and Special Provisions at the 30%, 60%, 90% and 100% completion milestones in electronic PDF format and Word.
- Bid schedule with participating and Non-participating cost

## **TECHNICAL SPECIFICATIONS**

Consultant shall prepare Technical Provisions per Caltrans requirements and City requirements. Technical provisions shall be prepared utilizing Greenbook latest edition and Caltrans formats.

Technical Provisions shall clearly identify the work and materials for each bid item.

### **Deliverables:**

- Technical Provisions per Caltrans requirement at the 30% 60%, 90% and 100% completion milestones in electronic PDF and word Format.

## **COST ESTIMATE**

Consultant shall prepare construction cost estimates utilizing quantity calculations for the various items of work. Prepare a final construction cost estimate delineating participating items from non-participating items in accordance with Caltrans Local Procedures Manual for federally projects. Estimate will incorporate unit prices for the various items of work, shall utilize lump sum pricing for only those items approved by the City's project engineer or Caltrans and shall clearly define the items of work and cost associated.

### **Deliverables:**

Engineer's Cost Estimate at 30%, 60%, 90% and 100% completion milestones in electronic PDF format and Excel for work associated with each subproject.

## **TASK 8 – RIGH-OF-WAY CERTIFICATION**

Evaluate the On-Ramp Project for right-of-way certification in accordance with Caltrans Local Assistance Procedures Manual (LAPM). Prepare and submit certification documents for project right-of-way certification. Prepare Plats and legals as needed. Prepare Right-of-Way (ROW) Certification Package for Caltrans review and approval as required. Obtain approved ROW Certification from Caltrans.

Consultant shall coordinate this task with effected agencies such as Los Angeles Department of Water and Power, Los Angeles County Public Works Department and Flood Control Division, Department Fish and Games and Army Corps of Engineers

### **Deliverables:**

- Completed Right-of-Way Certification.
- Right of Way Requirement Exhibits
- Plats and Legals
- Appraisal and Acquisition

## **TASK 9 – PREPARE A DISADVANTAGED BUSINESS ENTERPRISE (DBE) % OF CONTRACT GOAL**

Upon completion of design (PS&E), the Consultant shall prepare documents in accordance with Caltrans Local Assistance Procedures Manual (LPAM), Chapter 9 Civil Rights and Disadvantaged Business Enterprise in order to determine the percentage (%) participation for determination of the Disadvantaged Business Enterprise (DBE) Contract. Work includes but is not limited to the following: Develop a DBE Contract Goal (LAPM Exhibit 9-D) in accordance with Chapter 9 of the LAPM, DBE Contract Goal percentage shall be incorporated in the final bid set for the On Ramp Project.

### **Deliverables:**

- Engineer's Disadvantaged Business Enterprise Contract Goal worksheet at 90% and 100% completion milestones in electronic PDF format and Excel.
- Engineer's Disadvantaged Business Enterprise Contract Goal for final bid set in electronic PDF and Excel format.

## **TASK 10 – REQUEST FOR AUTHORIZATION TO PROCEED WITH CONSTRUCTION**

Prepare Request for Authorization to Proceed with Construction in accordance with State and/or Federal requirements as required for construction phasing of the On Ramp Improvement Project.

Consultant will prepare all necessary exhibits and attachments in conformance with State and/or federal requirements. Documents required may include but are not limited to the following:

Prepare the E-76 package with all necessary exhibits and attachments in conformance with the LAPM, including but not limited to: Request for Authorization to Proceed with Construction (LAPM Exhibit 3- D), Data Sheets (LAPM Exhibit 3-E), Preliminary Estimate of Cost (LAPM Exhibit 12-A), Finance Letter (LAPM Exhibit 15-N), PS&E Certification (LAPM Exhibit 12-C), PS&E Checklist (LAPM Exhibit 12-D), Local Agency Construction Contract Administration Checklist (LAPM Exhibit 15-A), Local Programs Agreement Checklist (LAPM Exhibit 4-A) to request the State/FHWA agreement (E- 76) for federal and or State funding and the Program Supplement Agreement.

Submit documents to City for input and address City comments.

Submit documents to Caltrans for approval. Consultant shall address comments, if issued by Caltrans and resubmit until approvals are obtained.

**Deliverables:**

- Electronic copy and three hard copies of all submitted documents.
- Electronic copy and three hard copies of all final approved documents.

**TASK 11 – ADVERTISE AND AWARD PACKAGE**

Prepare documents for Approval for Local Agency Award and Award Package documentation for the Project. Consultant will prepare documents in accordance with Caltrans Local Assistance Procedures Manual (LAPM) Chapter 15.

Consultant will prepare all necessary exhibits and attachments in conformance with State and Federal requirements to Secure Approval for Local Agency Award for the project. Documents required may include but are not limited to the following:

Secure Local Agency Award and prepare the Award Package in conformance with the LAPM, including but not limited to: Local Agency Construction Contract Administration Checklist (LAPM Exhibit 15- A), Resident Engineer's Construction Contract Administration Checklist (LAPM Exhibit 15-B), Local Agency Project Advertising Checklist (LAPM Exhibit 15-C), Bid Tabulation Summary Sheet (LAPM Exhibit 15-D), Construction Contract DBE Commitment (LAPM Exhibit 15-G1), DBE Information - Good Faith Efforts (LAPM Exhibit 15-H), Local Agency Bid Opening Checklist (LAPM Exhibit 15-I), Local Assistance Contract Award Checklist (LAPM Exhibit 15-L) and Detail Estimate (LAPM Exhibit 15-M).

Submit documents to City for input and address City comments. Submit documents to Caltrans for approval. Consultant shall address comments, if issued by Caltrans and resubmit until approvals are obtained.

**Deliverables:**

- Electronic copy and three hard copies of all submitted documents.
- Electronic copy and three hard copies of all final approved documents.

**TASK 12 – CONSTRUCTION BIDDING PHASE SERVICES**

The Consultant will prepare Construction Bid Package. Advise the City on the appropriate response to bidder's technical questions. Prepare plans, specifications and/or quantity estimates to be issued as addenda as the City determines appropriate. The Consultant will provide support during construction bidding phase and advertising period as follows:

- Attend pre-bid meeting
- Assist in Analysis of Bids, as necessary
- Log questions and responses to bidders' questions regarding the bid documents
- Evaluate need for addendum to bid documents in response to bidder's questions and prepare addendum if required. Prepare addenda.

**Deliverables:**

- Construction Bid Package format with all Caltrans Local Assistance Procedures Manual (LAPM) requirements for Federal and State funded projects.
- Addenda, as necessary
- Pre-bid Meeting Minutes, tabulated bidder inquiries and responses

**TASK 13 – PRE-CONSTRUCTION MEETING AND JOB-SITE MEETINGS**

Attend the pre-construction meeting, job walk, and job-site meetings as required over the course of the construction schedule. Include appropriate meetings in the Consultant's proposal.

**Deliverables:**

- Prepare agenda and meeting minutes.

**TASK 14 – RESPOND TO REQUESTS FOR INFORMATION AND SUBMITTALS (as needed)**

Provide response to contractor's requests for information (RFI) about the plans and specifications. This task includes conferring with the City's Project Manager regarding RFIs. Consultant shall assume that fifty (50) RFI's will be received and responded to by consultant.

Consultants shall in addition, prepare design changes as needed to address unforeseen site conditions, to provide field design recommendations and/or changes, or to address any issues that may arise. Consultant shall assume (-----) design changes will be needed.

The Consultant shall review, provide comments on, and approve all submittals submitted by the contractor during the construction phase of the project.

Regularly scheduled construction observation is specifically excluded from this scope of work.

**Deliverables:**

- Review and respond to all submittals submitted by the contractor
- Review and provide response to contractor's requests for information
- Log requests for information and provide responses
- Log all submittals
- Field design recommendations
- Field design changes inclusive of design details

**TASK 15 – Intentionally Left Blank**

**TASK 16 – PREPARE RECORD DRAWINGS (AS-BUILTS)**

Within 60 days following the completion and acceptance of the project, furnish City a complete set of revised original tracings showing as-built conditions on Mylar. Revisions will be solely based on as-built information provided by the City's Construction Manager and the Contractor.

**Deliverables:**

- Furnish a complete set of original record drawings on Mylar with electronic copy in AutoCAD format and PDF format.

## **TASK 17 – BID SUPPORT (Optional)**

Consultant shall provide bid support and provide response to contractors 2 days prior to opening of bids. Consultant shall keep a log of all correspondence received from contractors.

### **PROPOSAL REQUIREMENTS**

The Proposal must be concise, well organized and demonstrate your firm's qualifications and experience related to highway and roadways, landscape, urban design, Geotechnical, pavement engineering, utilities and infrastructure elements, and traffic related improvement projects. The Proposal shall be printed on 8½" x 11" pages including resumes, past experience, graphs, tables, etc. It shall be twenty five pages (25) or less excluding Caltrans exhibits and forms required, cover letter, Index sheet, tab sheet and any addenda and must include the following:

I. Cover Letter: The cover letter shall include the name and address of the organization submitting the Proposal and the name, address, phone number, and email address of the contact person who will be authorized to make representations for the organization.

II. Table of Contents: The table of contents shall include an outline of the Proposal, identified by sequential page number, and section title as described herein.

III. Corporate Documentation: Documentation shall include relevant information regarding organizational stability and strength, including a description of the organization (e.g.), sole proprietorship, partnership, corporation, joint venture, etc.

IV. Qualification and Experience: Qualification and experience shall include, but not be limited to, the following:

Identification of principal staff members including major sub-consultants that will be directly involved in the project. Provide information including relevant experience and education in providing the required services. Resume may be included as an appendix.

Description of your firm's understanding of the project

Description of your firm's approach to the scope of work

Experience of the firm and of the team on similar projects

Preliminary project schedule

An organizational chart indicating structure of consultant and sub-Consultants and how entities will work together, i.e. by function, design, production, etc.

Identify the availability of your team and the percentage of current workload of staff that would be committed to this project including sub-consultants.

Description of your firm's quality assurance/control procedures that will be used for the project.

Provide contact person, client's name, telephone number and address of a minimum of three (3) references where similar work was performed.

V. It is the responsibility of the Consultant to submit a Proposal that contains all of the services necessary for the successful delivery of the project.

## **FEE PROPOSAL**

**Consultant shall submit a fee proposal in a separate and sealed envelope labeled "Fee Proposal" along with the Project Title.** The City (at its option) will negotiate with the top-ranked Consultant in compliance with all applicable federal, state and local guidelines. Fee proposal shall include all tasks required to perform the work with a maximum not-to-exceed fee for each task and a grand total not-to exceed fee. The fee proposal must contain a task and fee breakdown of all components of cost, including labor base rate, overhead, and all other direct and indirect costs (ex. Exhibit 10-H1). The fee proposal shall clearly show hours and cost per task. The task and fee breakdown must match the scope of services, in format, as presented within the RFP.

## **EVALUATION PROCESS**

Proposals will be evaluated in accordance with Chapter 10 of the Local Assistance Procedures Manual.

All proposals will be evaluated by a Selection Committee (Committee). The Committee will review the submitted proposals according to the evaluation criteria and weighting factors. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. The Committee will establish a shortlist of the highest ranked consultants who are considered to be most qualified to perform the contract services. The shortlist will include enough qualified consultants to ensure that at least three consultants advance to interviews. The Committee will interview the consultants shortlisted. The interview questions will not be provided in advance. The Committee will rank the consultants based on the interviews. After the interviews, the selection committee will reestablish a final ranking and identify the highest ranked consultants.

Only the cost proposal for the highest ranked consultant will be opened and used to begin negotiations. The City will negotiate the fees with the highest ranked consultant. If an agreement cannot be reached, then the City will open the fee proposal for the second highest ranked consultant to negotiate the fees, and so on and so forth, until the City successfully negotiates with the qualified consultant. Upon acceptance of a cost proposal and successful contract negotiations, staff will recommend a contract be awarded. All unopened cost proposals will be returned at the conclusion of procurement process.

All contacts during the evaluation phase shall be through the South Gate Project Manager only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the South Gate's requirements as set forth in this RFP.

## EVALUATION CRITERIA

Proposals will be evaluated according to each Evaluation Criteria, and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is five hundred (500) points.

Rating Scale		
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

The Evaluation Criteria Summary and their respective weights are as follows:

No.	Written Evaluation Criteria	Rating	Weight
1	Project Manager Experience and Qualifications		25
2	Team's Qualifications and Experience on Similar Projects		25
3	Organization & Approach		20
4	Scope of Services to be Provided		20
5	Schedule of Work		10
<b>Subtotal:</b>			<b>100</b>

### 1. Project Manager Experience and Qualifications (25 points)

Relevant specific qualifications, technical expertise and general experience of the Project Manager in working with the City, Caltrans and the technical team to deliver the services requested in the RFP, with emphasis on both federal and nonfederal-aid projects.

#### Project Management Approach

- i. Team is managed by an individual with appropriate experience in similar projects. This person's time is appropriately committed to the project.
- ii. Under the project manager's leadership, team successfully addresses site planning and programming efforts.
- iii. Project team management approach is responsive to project issues. Manages a team that provides adequate capability to perform both volume and quality of needed work within project schedule milestones.

### 2. Team's Qualifications & Experience (25 points)

Relevant experience, specific qualifications and technical expertise of the firm and sub-Consultant to conduct engineering services on both federal and nonfederal-aid projects. Describe the team's experience working together on similar projects.

#### Roles of Key Individuals on the Team

- i. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.
- ii. Key positions required to execute the project team's responsibilities are appropriately staffed.
- iii. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.

### 3. Organization & Approach (20 points)

- a. Describes familiarity of project and demonstrates understanding of work completed to date and project objectives moving forward
- b. Roles and Organization of Proposed Team
  - i. Proposes adequate and appropriate disciplines of project team.
  - ii. Some or all of team members have previously worked together on similar project(s).

- iii. Overall organization of the team is relevant to South Gate's needs.
- b. Working Relationship with South Gate
  - i. Team and its leaders have experience working in the public sector and knowledge of public sector procurement process.
  - ii. Team leadership understands the nature of public sector work and its decision-making process.
  - iii. Proposal demonstrates ability to be responsive to the City's needs during the project.

#### **4. Scope of Services to be Provided (20 points)**

- a. Detailed Scope of Services to be Provided
  - i. Proposed scope of services is appropriate for all phases of the work.
  - ii. Scope addresses all known project needs and appears achievable in the timeframes set forth in the project schedule.
- b. Project Deliverables
  - i. Deliverables are appropriate to schedule and scope set forth in above requirements.
- c. Cost Control and Budgeting Methodology
  - i. Proposer has a system or process for managing cost and budget.
  - ii. Evidence of successful budget management for a similar project.

#### **5. Schedule of Work (10 points)**

- a. Schedule shows completion of the work within or preferably prior to the South Gate overall time limits as specified in Appendix C.
- b. The schedule serves as a project timeline, stating all major milestones and required submittals for project management and Federal-Aid compliance.
- c. The schedule addresses all knowable phases of the project, in accordance with the general requirements of this RFP.

### **SCHEDULE**

The anticipated selection schedule is as follows:

- Proposal review and evaluation: December 20, 2021 to January 14, 2022
- Oral interviews: January 24, 2022 to January 27, 2022
- Contract Award: February 22, 2022
- Notice to Proceed: March 21, 2022

Any questions related to this RFP shall be submitted in writing to the attention of Elias Saikaly via email at [esaikaly@sogate.com](mailto:esaikaly@sogate.com). Questions shall be submitted before **5:00 PM on Thursday December 9, 2021**.

No oral question or inquiry about this RFP shall be accepted.

Late proposal submittals will be designated nonresponsive and returned to the prospective Consultants.

**Substitution of the designated team and key staff after selection of the successful Consultant will have to be in writing and approved by the City otherwise it will result in termination of the contract.**

### **RIGHT TO REJECT ALL PROPOSALS**

The City of South Gate reserves the right to reject all Proposals submitted, and no representation is made hereby that any contract will be awarded pursuant to this RFP. All costs incurred in the preparation of the Proposal and subsequent material, including a proposal, in the submission of additional information, and/or in any other aspect of a proposal prior to the award of a written contract shall be borne by the respondent. The City will provide only the staff assistance and documentation specifically referred to herein and shall not be responsible for any cost or obligation of any kind, which may be incurred by a respondent. All proposals and other information submitted to the City of South Gate in response to this RFP shall become the property of the City.

### **INSURANCE REQUIREMENTS**

Consultant shall provide insurance certificates naming the City of South Gate as an additional insured for Workers Compensation Insurance, General Liability and Automobile Liability in the amount of \$1,000,000; the proposer must provide Professional Liability Insurance coverage (Errors and Omissions in the amount of \$2,000,000 per occurrence). The insurance certificate shall contain a provision that the City shall be given thirty (30) days prior written notice in the event of cancellation or reduction in coverage. Consultant shall also execute a hold harmless statement on a form provided by the City.

### **PROPOSAL REQUIREMENTS**

In order for your proposals to be considered, the proposal shall include the following Disclosure:

"Consultants shall disclose in their responses to any Request for Proposals whether they have been the subject of any legal investigations by County, State, and/or Federal agencies within the past 10 years. If so, each responding Consultant shall identify the agency and contact person, the nature of the investigations, and any determination over outcome of said investigation. Non-compliance with this section shall result in rejection of the Proposals, but a Consultant's disclosure of any such investigation (even one which resulted in a determination that was adverse to the Consultant) will not automatically result in rejection of the Proposal. The occurrence, nature, underlying facts, and outcome of any such investigation are not by themselves determinative but are simply included among many factors that will be considered by the City in evaluating Proposals.

## **CONSULTANT AGREEMENT**

A sample of the City standard Consultant agreement for projects is attached as Attachment C. It is expected the Agreement will be approved "as is" with no modifications. Your proposal shall contain a statement of the firm's willingness to execute the contract with an indication of any contractual requirements for which the Consultant takes exception.

## **AWARD OF CONTRACT**

The City will not pay any costs incurred by any firm or person submitting a Proposal. All data, documents, and other products submitted with the Proposal shall become the property of the City.

The City reserves the rights to reject, modify, or cancel, in part or in its entirety, this RFP. The City assumes no obligation, and none is implied, to award a contract for any phase or services, specified in this RFP.

Your proposal shall contain a statement of the firm's willingness to execute the contract with an indication of any contractual requirements for which the Consultant takes exception.

**Exhibits (Attachments)**

***10-A, A&E Consultant Financial Document Review Request Letter***

***10-K, Consultant Annual Certification of Indirect Costs and Financial Management System***

**Appendix A (Attachments)**

**Exhibit 10-I; Notice to Proposers DBE Information**

**Exhibit 10-O1; Consultant Proposal DBE Commitment**

**Exhibit 10-O2; Consultant Contract DBE Commitment**

**Exhibit 17-F; Final Report-Utilization of Disadvantage Business Enterprise (DBE) and First-Tier Subcontractors**

**STANDARD AGREEMENT FOR  
SUBCONTRACTOR/DBE PARTICIPATION**

**1. SUBCONTRACTORS**

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

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

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

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

**2. DISADVANTAGE BUSINESS ENTERPRISE PROGRAM AVAILABILITY  
ADVISORY**

A. This Agreement is subject to Title 49, Part 26, Code of Federal Regulations (49 CFR 26) entitled "Participation by Disadvantage Business in Department of Transportation Financial Assistance Programs." In order to ensure Caltrans achieves its federally mandated statewide overall DBE goal, the City encourages the participation of Disadvantaged Business Enterprises (DBEs), as defined in Title 49 CFR 26 in the performance of agreements financed in whole or in part with federal Funds. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

B. As required by federal law, the Caltrans has established a statewide overall DBE goal. In order to ascertain whether that statewide overall DBE goal is being achieved, the Caltrans is tracking DBE participation on all federal-aid contracts.

C. To assist Consultant in ascertaining DBE availability for specific items of work, the City advises that it has determined that DBEs could reasonably be expected to compete for subcontracting opportunities on this project and the likely DBE Availability Advisory Percentage is 5% percent. The City also advises that participation of DBEs in the specified percentage is not condition of award.

D. Consultant has agreed to carry out applicable requirements of Title 49 CFR 26, in the award and administration of federally assisted Agreements. The regulations in their entirety are incorporated herein and by reference.

E. The Consultant shall notify the City in writing, of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.

F. DBE and other small businesses (SB), as defined in Title 49 CFR 26 are encouraged to participate in the performance of agreement financed in whole or in part with federal funds. The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement.

The Consultant shall carry out applicable requirements of Title 49 CFR 26 in the award and administration of US DOT-assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

G. Any subcontract entered as a result of this Agreement shall contain all of the provisions of this section.

### **3. PERFORMANCE OF DBE CONSULTANTS, AND OTHER DBE SUBCONTRACTORS/SUPPLIERS**

A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.

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

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

### **1. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS**

A. The Agency shall hold retainage from the Consultant and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the Consultant based on these acceptances. The Consultant, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30-days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating Consultant or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Consultant or subcontractor in the

event of a dispute involving late payment or nonpayment by the Consultant, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE Consultant and subcontractors.

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

## **5. DBE RECORDS**

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

B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE)," CEM-2402F (Exhibit 17-F in Chapter 17 of the LAPM), certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the City with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE)" is submitted to the Contract Manager.

## **DBE CERTIFICATION AND DE-CERTIFICATION STATUS**

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

**AGREEMENT FOR PROFESSIONAL SERVICES  
FOR I-710 FIRESTONE BOULEVARD SOUTHBOUND ON-RAMP  
MODIFICATION PROJECT  
FEDERAL PROJECT NO. HP21L-5257(036), CITY PROJECT NO. 354-ST**

**BETWEEN THE CITY OF SOUTH GATE  
AND [REDACTED]**

This Agreement for Professional Services for the [REDACTED] ("Agreement") is made and entered into on [REDACTED], by and between the City of South Gate, a municipal corporation ("City"), and [REDACTED], a California limited liability corporation ("Consultant"). The City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

**RECITALS**

**WHEREAS**, City desires to retain professional services for [REDACTED]; and

**WHEREAS**, Consultant warrants to City that it has the requisite skills, knowledge, qualifications, manpower and expertise to perform properly and timely the professional services under this Agreement; and

**WHEREAS**, based on such representation, City desires to contract with Consultant to perform professional services described in the Proposal attached hereto as Exhibit "A" and made a part to this Agreement.

**NOW, THEREFORE**, the Parties hereby agree as follows:

1. **SCOPE OF SERVICES.** City hereby engages Consultant, and Consultant accepts such engagement, to perform the services set forth in the Scope of Services as described in Exhibit "A". The Scope of Services may be mutually amended from time to time by both Parties in writing.
2. **COMPENSATION.** The total amount of compensation for this Agreement shall not exceed the sum of **XX (\$ [REDACTED])** as described in Exhibit "A." City shall pay Consultant for its professional services rendered and reasonable costs incurred pursuant to this Agreement. No additional compensation shall be paid for any other expenses incurred unless first approved in writing by the Assistant City Manager/Director of Public Works.
  - 2.1 Consultant shall be required to attend meetings at City Hall as necessary in the delivery of the projects. Travel time between the Consultant's office and City Hall shall not be billable; however, mileage is an allowable charge reimbursable at the federal rate. Consultant may request an exemption on a case by case basis.
  - 2.2 Consultant shall submit to City a monthly invoice for services rendered included in Exhibit "A." City shall pay the Consultant within forty-five (45) days of receipt of the invoice.
  - 2.3 No payment made hereunder by City to Consultant, other than the final payment, shall be

construed as an acceptance by City of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.

3. **TERM OF AGREEMENT.** This Agreement is effective as of [REDACTED], and will remain in effect through [REDACTED] attached hereto as Exhibit "A" unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.
4. **CITY AGENT.** The Assistant City Manager/Director of Public Works, for the purposes of this Agreement, is the agent for the City. Whenever approval or authorization is required, Consultant understands that the Assistant City Manager/Director of Public Works has the authority to provide that approval or authorization.
5. **CONFLICT OF INTEREST.** Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located within City which may be affected by the services to be performed by Consultant under this Agreement. Consultant further represents that in performance of this Agreement, no person having such interest shall be employed by it. Within ten (10) days, Consultant agrees that it will immediately notify City of any other conflict of interest that may exist or develop during the term of this Agreement.
  - 5.1 Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Consultant shall not offer, encourage or accept any financial interest in the Consultant's business or in this Agreement by any City employee or official.
6. **GENERAL TERMS AND CONDITIONS.**
  - 6.1 **Termination for Convenience.** The City may terminate this Agreement at any time without cause by giving fifteen (15) days written notice to Consultant of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of City, become its property. If this Agreement is terminated by City as provided herein, Consultant will be paid a total amount equal to its outstanding fees for services rendered as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.
  - 6.2 **Termination for Cause.**
    - 6.2.1 The City may, by written notice to consultant, terminate the whole or any part of this Agreement in any of the following circumstances:
      - a. If Consultant fails to perform the services required by this Agreement within the time specified herein or any authorized extension thereof; or
      - b. If Consultant fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not correct such failure within a period of ten (10) days (or such longer period as City may authorize in writing) after

receipt of notice from City specifying such failure.

**6.2.2** In the event City terminates this Agreement in whole or in part as provided above in Subsection 6.2.1, City may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.

**6.2.3** If this Agreement is terminated as provided above in Subsection 6.2.1, City may require Consultant to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, films, charts, sketches, computation, surveys, models, or other similar documentation prepared by Consultant. Upon such termination, Consultant shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents whether delivered to City or in possession of Consultant, and to authorized reimbursement expenses.

**6.2.4** If, after notice of termination of the Agreement under the provisions of Subsection 6.2.1 above, it is determined, for any reason, that Consultant was not in default, or that the default was excusable, then the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Subsection 6.1 above.

**6.3 Non-Assignability.** Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of the City.

**6.4 Non-Discrimination.**

**6.4.1** Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, and County and City governments. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, disabled or age. Consultant will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Consultant to perform services under this Agreement, are free from such discrimination. Such employment practices include but are not limited to hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**6.4.2** The provisions of Subsection 6.4.1 above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. City shall have access to all documents, data and

records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 (relating to federal restrictions against discriminatory practices) is available for review and on file with the City Clerk's Office.

- 6.5 Insurance.** Consultant shall submit to City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:
- 6.5.1 Workers' Compensation Insurance** as required by law. Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees.
  - 6.5.2 Comprehensive general and automotive liability insurance** protecting Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000, with an aggregate of \$2,000,000. Each such policy of insurance shall:
    - a. Be issued by a financially responsible insurance company or companies admitted or authorized to do business in the State of California or which is approved in writing by City.
    - b. Name and list as additional insured City, its officers and employees.
    - c. Specify its acts as primary insurance.
    - d. Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled except upon thirty (30) days prior written notice to City of such cancellation or material change."
    - e. Cover the operations of Consultant pursuant to the terms of this Agreement.
- 6.6 Indemnification.** Consultant agrees to indemnify, defend and hold harmless City and/or any other City agency, including other employees, officers and representatives, for/from any and all claims or actions of any kind asserted against City and/or any other City agency arising out of Consultant's (including Consultant's employees, representatives, products and subcontractors) negligent performance under this Agreement, excepting only such claims or actions which may arise out of sole or active negligence of City and/or any other City agency, or any third parties not acting on behalf of, at the direction of, or under the control of Consultant.
- 6.7 Compliance with Applicable Law.** Consultant and City shall comply with all applicable laws, ordinances and codes of the federal, state, county and city governments, without regard to conflict of law principles.

**6.8 Independent Contractor.** This Agreement is by and between City and Consultant and is not intended, nor shall it be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between City and Consultant.

**6.8.1.** Consultant shall be an independent contractor and shall have no power to incur any debt or obligation for or on behalf of City. Neither City nor any of its officers or employees shall have any control over the conduct of Consultant, or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to, at any time or in any manner represent that it, or any of its agents, servants or employees are in any manner employees of City, it being distinctly understood that Consultant is and shall at all times remain to City a wholly independent contractor and Consultant's obligations to City are solely such as are prescribed by this Agreement.

**6.8.2.** Indemnification of CalPERS Determination. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any fees assessed and interest, which would otherwise be the responsibility of City.

**6.9 Consultant's Personnel.**

**6.9.1** All services required under this Agreement will be performed by Consultant, or under Consultant's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services, including, without limitation, a City of South Gate business license as required by the South Gate Municipal Code.

**6.9.2** Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by City.

**6.9.3** Consultant shall be responsible for payment of all employees' and subcontractor's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

**6.9.4** Consultant shall indemnify and hold harmless the City and all other related entities, officers, employees, and representatives, from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices, or of any acts or omissions by Consultant in connection with the work performed arising from this Agreement.

- 6.10 Copyright.** No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Consultant.
- 6.11 Legal Construction.**
- 6.11.1** This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California, without regard to conflict of law principles.
- 6.11.2** This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of the same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
- 6.11.3** The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.
- 6.11.4** Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.
- 6.12 Final Payment Acceptance Constitutes Release.** The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors and agents.
- 6.13 Corrections.** In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be charged to the Consultant.
- 6.14 Files.** All files of Consultant pertaining to City shall be and remain the property of City. Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

- 6.15 Waiver; Remedies Cumulative.** Failure by a Party to insist upon the performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand compliance by such other Party in the future. No waiver by a Party of a default or breach of the other Party shall be effective or binding upon such a Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.
- 6.16 Mitigation of Damages.** In all such situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of the other Party.
- 6.17 Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 6.18 Attorney's Fees.** The Parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorney's fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any Party hereto to enforce this Agreement, the prevailing Party in such action shall be entitled to reasonable attorney's fees and costs in addition to all other relief to which that Party or those Parties may be entitled.
- 6.19 Entire Agreement and Amendments.** This Agreement constitutes the whole agreement between City and Consultant, and neither Party has made any representations to the other except as expressly contained herein. Neither Party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any amendments, changes or modifications to this Agreement must be made in writing and appropriately executed by both City and Consultant.
- 6.20 Notices.** Any notice required to be given hereunder shall be deemed to have been given by email transmission with confirmation of delivery, and depositing said notice in the United States mail, postage prepaid, and addressed as follows:

**6.21 CONFLICT OF INTEREST**

Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located within City which may be affected by the services to be performed by Consultant under this Agreement. Consultant further represents that in performance of this Agreement, no person having such interest shall be employed by it. Within ten (10) days, Consultant agrees that it will immediately notify

City of any other conflict of interest that may exist or develop during the term of this Agreement.

Consultant represents that no City employee or official has a material financial interest in Consultant's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Consultant shall not offer, encourage or accept any financial interest in Consultant's business or in this Agreement by any City employee or official.

**TO CITY:**  
City of South Gate

\_\_\_\_\_  
\_\_\_\_\_  
8650 California Avenue  
South Gate, CA 90280

E-mail: \_\_\_\_\_

**WITH COURTESY COPY TO:**

City of South Gate  
Carmen Avalos  
City Clerk  
8650 California Avenue  
South Gate, CA 90280

E-mail: [cavalos@sogate.org](mailto:cavalos@sogate.org)

**TO CONSULTANT:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E-mail: \_\_\_\_\_

- 6.21 Warranty of Authorized Signatories.** Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign.
- 6.22 Consultation With Attorney.** Consultant warrants and represents that it has consulted with an attorney or knowingly and voluntarily decided to forgo such a consultation.
- 6.23 Interpretation Against Drafting Party.** City and Consultant agree that they have cooperated in the review and drafting of this Agreement. Accordingly, in the event of any ambiguity, neither Party may claim that the interpretation of this Agreement shall be construed against either Party solely because that Party drafted all or a portion of this Agreement, or the clause at issue.
- 6.24 Counterparts.** This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all Parties herein.

[Remainder of page left blank intentionally]

CA

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

**CITY OF SOUTH GATE:**

By: \_\_\_\_\_  
Al Rios, Mayor

Dated: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Carmen Avalos, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

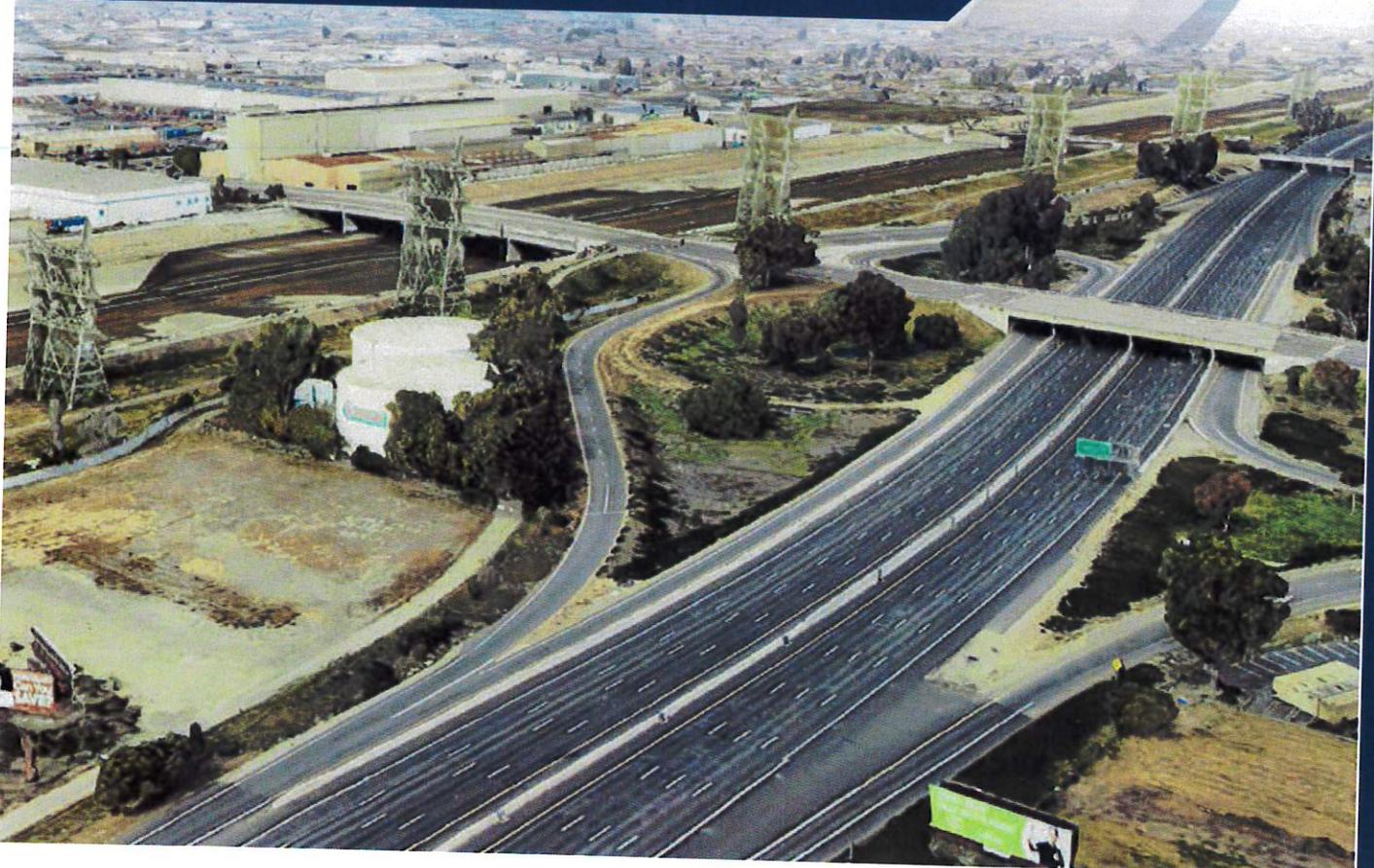
By: \_\_\_\_\_  
Raul F. Salinas, City Attorney

**CONSULTANT:**

By: \_\_\_\_\_  
Name, Title

Dated: \_\_\_\_\_

EXHIBIT 10-H1





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

**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hour:**

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$232,919.44	3948	=	\$59.00	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation		
Year 1	\$59.00	+	2.5%	=	\$60.47 Year 2 Avg Hourly Rate
Year 2	\$60.47	+	2.5%	=	\$61.98 Year 3 Avg Hourly Rate
Year 3	\$61.98	+	2.5%	=	\$63.53 Year 4 Avg Hourly Rate
Year 4	\$63.53	+	2.5%	=	\$65.12 Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	3948.1	=	3948.1	Estimated Hours Year 1
Year 2	0.00%	*	3948.1	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	3948.1	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	3948.1	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	3948.1	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	3948.1	

**4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)** \$232,919.44

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$59.00	*	3948	=	\$232,919.44	Estimated Hours Year 1
Year 2	\$60.47	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$61.98	*	0	=	\$0.00	Estimated Hours Year 3
	Total Direct Labor Cost with Escalation			=	\$232,919.44	
	Direct Labor Subtotal before Escalation			=	\$232,919.44	
	Estimated total of Direct Labor Salary Increase			=	<b>\$0.00</b>	Transfer to Page 1

NOTES:

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

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

**Certification of Direct Costs:**

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

1. Generally Accepted Accounting Principals (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contract
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principals and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services
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: Ayman Salama

Title: Principal - Senior Vice President

Signature: 

Date of Certification (mm/dd/yyyy): 4/5/2022

Email: aesalama@transystems.com

Phone Number: (949) 798-9385

Address: 6 Hutton Centre Drive, Suite 800, Santa Ana, CA 92707

\*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 of services the consultant is providing under the proposed contract:**

Prime Consultant - Project Management/Contract Administration, Community Outreach Support, Agency & Utility Coordination, Environmental Study Support, Preliminary Engineering (including: ROW, Field Survey, Monument Restoration/Project Control Support), Permitting Support, PS&E, General, Technical & Special Provisions & Cost Estimates (Caltrans LAPM), ROW Certification Support, DBE Contracting Goal, RFA for Construction, AAA Package, Bid Phase Services, Pre-Construction & Job Site Meetings, Responses to RFIs, As-Builts, Bid Support (Optional)



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

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

Direct Labor <u>Subtotal</u> per Cost Proposal \$38,797.23		Total Hours per Cost Proposal 639	=	Avg Hourly Rate \$60.72	5 Year Contract Duration Year 1 Avg Hourly Rate
------------------------------------------------------------------	--	-----------------------------------------	---	-------------------------------	-------------------------------------------------------

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$60.72	+	5.0%	=	\$63.75	Year 2 Avg Hourly Rate
Year 2	\$63.75	+	5.0%	=	\$66.94	Year 3 Avg Hourly Rate
Year 3	\$66.94	+	5.0%	=	\$70.29	Year 4 Avg Hourly Rate
Year 4	\$70.29	+	5.0%	=	\$73.80	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year	*	Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	100.00%	*	639.0	=	639.0	Estimated Hours Year 1
Year 2	0.00%	*	639.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	639.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	639.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	639.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	639.0	

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

	Avg Hourly Rate (calculated above)	*	Estimated hours (calculated above)	=	Cost per Year	
Year 1	\$60.72	*	639	=	\$38,797.23	Estimated Hours Year 1
Year 2	\$63.75	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$66.94	*	0	=	\$0.00	Estimated Hours Year 3
	Total Direct Labor Cost with Escalation			=	\$38,797.23	
	Direct Labor Subtotal before Escalation			=	\$38,797.23	
	Estimated total of Direct Labor Salary Increase			=	\$0.00	Transfer to Page 1

NOTES:

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

EXHIBIT 10-H1 COST PROPOSAL PAGE 3 OF 3

**Certification of Direct Costs:**

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

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions on the contract
3. Title 23 United States Code Section 112 - Letter 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: Leo Lee Title \*: CEO

Signature:  Date of Certification (mm/dd/yyyy) 9/28/2021

Email: leolee@advantec-usa.com Phone Number: (949) 861-4999

Address: 1200 Roosevelt, Irvine, CA 92620

\* 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:

**Geometric Design Assistance and PS&E of Traffic Signals, Ramp Meters, Highway Lighting**



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

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

Direct Labor <u>Subtotal</u> per Cost Proposal \$27,112.00	Total Hours per Cost Proposal 544	=	Avg Hourly Rate \$49.84	5 Year Contract Duration Year 1 Avg Hourly Rate
------------------------------------------------------------------	-----------------------------------------	---	-------------------------------	-------------------------------------------------------

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

	Avg Hourly Rate		Proposed Escalation		
Year 1	\$49.84	+	2.5%	=	\$51.08
Year 2	\$51.08	+	2.5%	=	\$52.36
Year 3	\$52.36	+	2.5%	=	\$53.67
Year 4	\$53.67	+	2.5%	=	\$55.01
					Year 2 Avg Hourly Rate Year 3 Avg Hourly Rate Year 4 Avg Hourly Rate Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	544.0	=	544.0	Estimated Hours Year 1
Year 2	0.00%	*	544.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	544.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	544.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	544.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	544.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$49.84	*	544	=	\$27,112.00	Estimated Hours Year 1
Year 2	\$51.08	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$52.36	*	0	=	\$0.00	Estimated Hours Year 3
	Total Direct Labor Cost with Escalation			=	\$27,112.00	
	Direct Labor Subtotal before Escalation			=	\$27,112.00	
	Estimated total of Direct Labor Salary Increase			=	\$0.00	Transfer to Page 1

NOTES:

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

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:

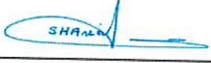
1. Generally Accepted Accounting Principals (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contract
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principals and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services
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: Shawn Ariannia Title: President/CEO

Signature:  Date of Certification (mm/dd/yyyy): 9/30/2021

Email: SARIannia@GeoAdvantec.com Phone Number: (909) 305-0400

Address: 457 W. Allen Ave., Ste. 113, San Dimas, CA 91773

\*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 of services the consultant is providing under the proposed contract:**

Prime Consultant - Project Management, Contract Administration, Design, Engineering, and Environmental Services.



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

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

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$19,858.68	345	=	\$57.56	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$57.56	+	3.0%	=	\$59.29	Year 2 Avg Hourly Rate
Year 2	\$59.29	+	3.0%	=	\$61.07	Year 3 Avg Hourly Rate
Year 3	\$61.07	+	3.0%	=	\$62.90	Year 4 Avg Hourly Rate
Year 4	\$62.90	+	3.0%	=	\$64.79	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year	*	Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	100.00%	*	345.0	=	345.0	Estimated Hours Year 1
Year 2	0.00%	*	345.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	345.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	345.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	345.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	345.0	

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

\$19,858.68

	Avg Hourly Rate (calculated above)	*	Estimated hours (calculated above)	=	Cost per Year	
Year 1	\$57.56	*	345	=	\$19,858.68	Estimated Hours Year 1
Year 2	\$59.29	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$61.07	*	0	=	\$0.00	Estimated Hours Year 3
	Total Direct Labor Cost with Escalation			=	\$19,858.68	
	Direct Labor Subtotal before Escalation			=	\$19,858.68	
	Estimated total of Direct Labor Salary Increase			=	\$0.00	Transfer to Page 1

NOTES:

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

**EXHIBIT 10-H1 COST PROPOSAL** Page 3 of 3

**Certification of Direct Costs:**

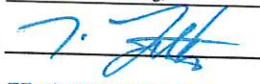
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principals (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contract
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principals and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services
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: Tim Fettig, PLS Title: Principal, VP SoCal Operations  
 Signature:  Date of Certification (mm/dd/yyyy): 10/5/2021  
 Email: TFettig@GuidaInc.com Phone Number: 949-777-2000  
 Address: 9241 Irvine Blvd. , Ste. 100, Irvine, CA 92618

\*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 of services the consultant is providing under the proposed contract:**

Prime Consultant - Project Management, Contract Administration, Design, Engineering, and Environmental Services.



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

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

Direct Labor <u>Subtotal</u> per Cost Proposal \$22,709.62		Total Hours per Cost Proposal 408	=	Avg Hourly Rate \$55.66	5 Year Contract Duration Year 1 Avg Hourly Rate
------------------------------------------------------------------	--	-----------------------------------------	---	-------------------------------	-------------------------------------------------------

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$55.66	+	2.5%	=	\$57.05	Year 2 Avg Hourly Rate
Year 2	\$57.05	+	2.5%	=	\$58.48	Year 3 Avg Hourly Rate
Year 3	\$58.48	+	2.5%	=	\$59.94	Year 4 Avg Hourly Rate
Year 4	\$59.94	+	2.5%	=	\$61.44	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year	*	Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	100.00%	*	408.0	=	408.0	Estimated Hours Year 1
Year 2	0.00%	*	408.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	408.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	408.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	408.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	408.0	

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

	Avg Hourly Rate (calculated above)	*	Estimated hours (calculated above)	=	Cost per Year	
Year 1	\$55.66	*	408	=	\$22,709.62	Estimated Hours Year 1
Year 2	\$57.05	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$58.48	*	0	=	\$0.00	Estimated Hours Year 3
	Total Direct Labor Cost with Escalation			=	\$22,709.62	
	Direct Labor Subtotal before Escalation			=	\$22,709.62	
	Estimated total of Direct Labor Salary Increase			=	\$0.00	Transfer to Page 1

**NOTES:**

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

**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 Principals (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contract
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principals and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services
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: Ted Lee

Title: Senior Vice President

Signature: 

Date of Certification (mm/dd/yyyy): 10/5/2021

Email: Sarah.Baker@jcf.com

Phone Number: 213.312.1742

Address: 555 W. 5th Street, Suite 3100, Los Angeles, CA 90013

\*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 of services the consultant is providing under the proposed contract:**

Environmental Revalidation and Permitting.

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

Note: Mark-ups are Not Allowed  Prime Consultant  Subconsultant  2nd Tier Subconsultant

Consultant Leighton Consulting, Inc.

Project No. Federal Project No. HP21L-5257(036), City Project No. 354-ST

Contract No. City Project No. 354-ST

Date 9/27/2021

**DIRECT LABOR**

Classification/Title	Name	hours	Actual Hourly Rate (Cost) Rate	Total
Principal Geologist	Brynn McCulloch	40	\$88.05	\$3,522.00
Senior Staff Geologist	Sabrina Gonzalez	70	\$31.24	\$2,186.80
Cad Operator	Buu Tran	16	\$48.27	\$772.32
Administration	Lynne Reese	12	\$34.77	\$417.24
				\$0.00

**LABOR COSTS**

a) Subtotal Direct Labor Costs

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

\$6,898.36

\$0.00

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]:** \$6,898.36

**INDIRECT COSTS**

d) Fringe Benefits (Rate: 48.40%)

f) Overhead (Rate: 0.00%)

h) General and Administrative (Rate: 109.00%)

e) Total Fringe Benefits 3,338.81

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

i) Gen & Admin [(c) x (h)] 7,519.21

j) **Total Indirect Costs [(e) + (g) + (i)]:** \$10,858.02

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

\$1,775.64

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

Description of Item	Quantity	Unit(s)	Unit Cost	Total
Reproductions	100	1	\$0.57	\$56.50
Equipment Rental & Supplies	1	1	\$300.00	\$300.00
Permit Fees	1	1	\$300.00	\$300.00
				\$0.00
				\$0.00
<b>1) TOTAL OTHER DIRECT COSTS:</b>				<u>\$656.50</u>

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

Subconsultant 1: Drilling	\$2,900.00
Subconsultant 2: Lab	\$1,330.00
Subconsultant 3: Traffic Control	\$3,500.00
Subconsultant 4: Waste Disposal	\$410.00
Subconsultant 5:	

**m) TOTAL SUBCONSULTANTS' COSTS:** \$8,140.00

**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS:** \$8,796.50

**TOTAL COST [(c) + (j) + (k) + (p)]:** \$28,328.52

**NOTES:**

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

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

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

Direct Labor <u>Subtotal</u> per Cost Proposal \$6,898.36	Total Hours per Cost Proposal 138	=	Avg Hourly Rate \$49.99	5 Year Contract Duration Year 1 Avg Hourly Rate
-----------------------------------------------------------------	-----------------------------------------	---	-------------------------------	-------------------------------------------------------

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$49.99	+	2.0%	=	\$50.99	Year 2 Avg Hourly Rate
Year 2	\$50.99	+	2.0%	=	\$52.01	Year 3 Avg Hourly Rate
Year 3	\$52.01	+	2.0%	=	\$53.05	Year 4 Avg Hourly Rate
Year 4	\$53.05	+	2.0%	=	\$54.11	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	138.0	=	138.0	Estimated Hours Year 1
Year 2	0.00%	*	138.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	138.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	138.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	138.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	138.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$49.99	*	138	=	\$6,898.36	Estimated Hours Year 1
Year 2	\$50.99	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$52.01	*	0	=	\$0.00	Estimated Hours Year 3
	Total Direct Labor Cost with Escalation			=	\$6,898.36	
	Direct Labor Subtotal before Escalation			=	\$6,898.36	
	Estimated total of Direct Labor Salary Increase			=	\$0.00	Transfer to Page 1

NOTES:

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

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

**Certification of Direct Costs:**

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

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

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

**Prime Consultant or Subconsultant Certifying:**

Name: Kris Lutton Title \*: \_\_\_\_\_

Signature : Kris Lutton Digitally signed by Kris Lutton  
Date: 2021.08.26 15:10:12 -07'00' Date of Certification (mm/dd/yyyy): 08/26/2021

Email: klutton@leightongroup.com Phone Number: 949-681-4203

Address: 17781 Cowan Irvine, Ca 92614

\*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:

Performance of an ADL Survey per Caltrans requirements



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

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

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$12,083.51	329	=	\$36.73	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$36.73	+	2.5%	=	\$37.65	Year 2 Avg Hourly Rate
Year 2	\$37.65	+	2.5%	=	\$38.59	Year 3 Avg Hourly Rate
Year 3	\$38.59	+	2.5%	=	\$39.55	Year 4 Avg Hourly Rate
Year 4	\$39.55	+	2.5%	=	\$40.54	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	329.0	=	329.0	Estimated Hours Year 1
Year 2	0.00%	*	329.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	329.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	329.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	329.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	329.0	

**4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)** \$12,083.51

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$36.73	*	329	=	\$12,083.51	Estimated Hours Year 1
Year 2	\$37.65	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$38.59	*	0	=	\$0.00	Estimated Hours Year 3
	Total Direct Labor Cost with Escalation			=	\$12,083.51	
	Direct Labor Subtotal before Escalation			=	\$12,083.51	
	Estimated total of Direct Labor Salary Increase			=	\$0.00	Transfer to Page 1

NOTES:

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

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

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

**Prime Consultant or Subconsultant Certifying:**

Name: Beverly Kawamoto Title: Vice President

Signature:  Date of Certification (mm/dd/yyyy): 10/4/2021

Email: beverly@tatsumiandpartners.com Phone Number: (949) 453-9901

Address: 49 Discovery, Suite 120, Irvine, CA 92618

\*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 of services the consultant is providing under the proposed contract:**

Landscape Architecture



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

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

Direct Labor <u>Subtotal</u> per Cost Proposal \$3,575.00		Total Hours per Cost Proposal 65	=	Avg Hourly Rate \$55.00	5 Year Contract Duration Year 1 Avg Hourly Rate
-----------------------------------------------------------------	--	----------------------------------------	---	-------------------------------	-------------------------------------------------------

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$55.00	+	2.0%	=	\$56.10	Year 2 Avg Hourly Rate
Year 2	\$56.10	+	2.0%	=	\$57.22	Year 3 Avg Hourly Rate
Year 3	\$57.22	+	2.0%	=	\$58.37	Year 4 Avg Hourly Rate
Year 4	\$58.37	+	2.0%	=	\$59.53	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	65.0	=	65.0	Estimated Hours Year 1
Year 2	0.00%	*	65.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	65.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	65.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	65.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	65.0	

**4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)** \$3,575.00

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$55.00	*	65	=	\$3,575.00	Estimated Hours Year 1
Year 2	\$56.10	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$57.22	*	0	=	\$0.00	Estimated Hours Year 3
	Total Direct Labor Cost with Escalation			=	\$3,575.00	
	Direct Labor Subtotal before Escalation			=	\$3,575.00	
	Estimated total of Direct Labor Salary Increase			=	\$0.00	Transfer to Page 1

NOTES:

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

**EXHIBIT 10-H1 COST PROPOSAL** Page 3 of 3

**Certification of Direct Costs:**

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

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2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contract
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principals and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services
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: Michael Romo

Title: President

Signature: Michael Romo

Date of Certification (mm/dd/yyyy): 10/4/2021

Email: [mromo@rightofwayco.com](mailto:mromo@rightofwayco.com)

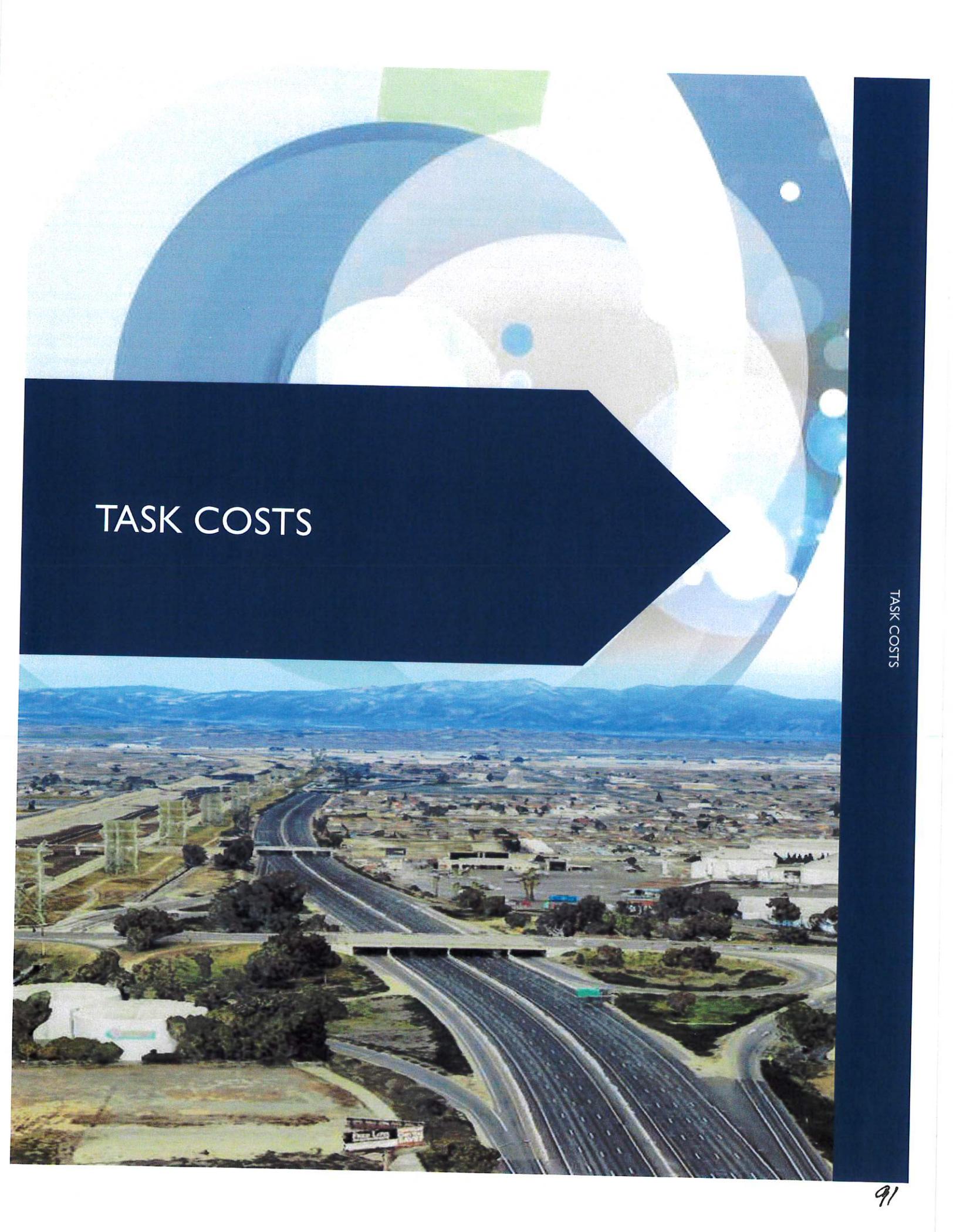
Phone Number: (909) 754-6310

Address: 1130 E. Green Street, Pasadena CA 91106

\*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 of services the consultant is providing under the proposed contract:**

Sub consultant: Appraisal, Review Appraisal, Right of Way Acquisitions, Right of Way Certification Services



# TASK COSTS

**TASK /DELIVERABLES**

<b>Task #</b>	<b>Description</b>	<b>Total Hours</b>	<b>Total Dollars</b>
1.0	<b>Project Management</b>		
	<b>Task 1.0 Subtotal</b>	160	\$ 54,234.54
2.0	<b>Community Outreach</b>		
	<b>Task 2.0 Subtotal</b>	3	\$ 1,056.41
3.0	<b>Agency &amp; Utility Coordination</b>		
	<b>Task 3.0 Subtotal</b>	28	\$ 6,383.04
4.0	<b>Environmental Studies</b>		
	<b>Task 4.0 Subtotal</b>	156	\$ 26,803.94
5.0	<b>Preliminary Engineering</b>		\$ -
5.1	R/W Engineering and Acquisitions, Easements, & Right of Entry		
5.2	Field Survey		
5.3	Monument Restoration		
5.4	Monument Project Control		
	<b>Task 5.0 Subtotal</b>	439	\$ 86,227.35
6.0	<b>Permits</b>		
	<b>Task 6.0 Subtotal</b>	346	\$ 52,356.73
7.0	<b>Plan Preparation and General and Special Provision for Federally Funded Project</b>		\$ -
7.1	Prepare General & Special Provision for Federally Funded Projects		
7.2	Technical Specifications		
7.3	Cost Estimate		
	<b>Task 7.0 Subtotal</b>	4,933	\$ 712,933.20
8.0	<b>Right-of-Way Certification</b>		
	<b>Task 8.0 Subtotal</b>	81	\$ 14,497.29
9.0	<b>Prepare a DBE % of Contract Goal</b>		
	<b>Task 9.0 Subtotal</b>	16	\$ 4,170.01
10.0	<b>Request for Authorization to Proceed with Construction</b>		
	<b>Task 10.0 Subtotal</b>	24	\$ 6,568.38
11.0	<b>Advertise and Award Package</b>		
	<b>Task 11.0 Subtotal</b>	28	\$ 6,542.12
12.0	<b>Construction Bidding Phase Services</b>		
	<b>Task 12.0 Subtotal</b>	28	\$ 6,542.12
13.0	<b>Pre-Construction Meeting and Job Site Meetings</b>		
	<b>Task 13.0 Subtotal</b>	34	\$ 6,874.11
14.0	<b>Respond to Request for Information and Submittals</b>		
	<b>Task 14.0 Subtotal</b>	38	\$ 6,623.84
16.0	<b>Prepare Record Drawings (As-Builts)</b>		
	<b>Task 16.0 Subtotal</b>	96	\$ 10,347.01
17.0	<b>Bid Support</b>		
	<b>Task 17.0 Subtotal</b>	12	\$ 2,640.14
	<b>Other Directs and Second Tier Subconsultants</b>		\$ -
	<b>Other Directs and Second Tier Subconsultants</b>		\$ 65,456.66
	<b>TOTAL</b>	<b>6,422</b>	<b>\$ 1,070,256.99</b>



**EXHIBIT 2.1 - PRICE PROPOSAL FORM**  
**RFP NO. 354-ST**  
**I-710 Firestone Boulevard Southbound On-Ramp**  
**Modification Project**

TASK DELIVERABLES		Advantec										Task Hours	Task Total Amount
Task #	Description	Joseph Horak - Project Director \$384.36	Keith Rand - QA/QC Manager \$290.31	Kelvin Nguyen - Senior Electrical Engineer \$275.48	Ron Stone - Senior Civil Engineer \$192.75	Kevin Acuna - Associate Engineer \$95.81	Vivian Sy - Associate Engineer \$99.93	Marcel Kumilawa - Associate Engineer \$26.81	Kenny Pham - Associate Engineer \$102.67	John Karami - Senior Traffic Engineer \$230.70	Ana Rivera - Administrative \$79.72		
1.0	Project Management												
	Task 1.0 Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0
	Task 1.0 Subtotal Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.0	Community Outreach												
	Task 2.0 Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0
	Task 2.0 Subtotal Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.0	Agency & Utility Coordination												
	Task 3.0 Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0
	Task 3.0 Subtotal Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4.0	Environmental Studies												
	Task 4.0 Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0
	Task 4.0 Subtotal Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5.0	Preliminary Engineering												
	Task 5.0 Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0
	Task 5.0 Subtotal Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
6.0	Plan Preparation and General and Special Provision for Federally Funded Project												
	Task 6.0 Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0
	Task 6.0 Subtotal Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
7.0	Plan Preparation and General and Special Provision for Federally Funded Project												
	Task 7.0 Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0
	Task 7.0 Subtotal Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
7.1	Prepare General & Special Provisions for Federally Funded Projects												
	Task 7.1 Subtotal Hours	100	35	20	0	90	100	88	25	52	582	0	0
	Task 7.1 Subtotal Cost	\$38,436	\$11,029	\$5,510	\$0	\$10,155	\$11,992	\$9,319	\$9,656	\$14,194	\$0	\$0	\$0
7.2	Technical Specifications												
	Task 7.2 Subtotal Hours	0	3	0	0	0	20	0	8	5	0	0	0
	Task 7.2 Subtotal Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
8.0	Right-of-Way Certification												
	Task 8.0 Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0
	Task 8.0 Subtotal Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
9.0	Prepare a 95% of Contract Cost												
	Task 9.0 Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0
	Task 9.0 Subtotal Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
10.0	Request for Authorization to Proceed with Construction												
	Task 10.0 Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0
	Task 10.0 Subtotal Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
11.0	Advertise and Award Package												
	Task 11.0 Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0
	Task 11.0 Subtotal Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
12.0	Construction Bidding Phase Services												
	Task 12.0 Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0
	Task 12.0 Subtotal Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
13.0	Pre-Construction Meeting and Job Site Meetings												
	Task 13.0 Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0
	Task 13.0 Subtotal Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
14.0	Respond to Requests for Information and Submittals												
	Task 14.0 Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0
	Task 14.0 Subtotal Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
15.0	Prepare Record Drawings (As Built)												
	Task 15.0 Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0
	Task 15.0 Subtotal Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
17.0	Bid Support												
	Task 17.0 Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0
	Task 17.0 Subtotal Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Other Direct Costs												
	Travel												
	Reproduction												
	Other Direct Costs												
	Total Other Direct Costs												\$4,560.00
	TOTAL HOURS	100	38	20	0	100	120	88	33	57	640	0	54,560.00
	TOTAL COST	\$38,436.26	\$11,029.90	\$5,510.55	\$0	\$10,155.33	\$11,992.11	\$9,385.99	\$9,656.00	\$14,194.25	\$0	\$0	\$115,620.70

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**EXHIBIT 2.1 - PRICE PROPOSAL FORM**  
**RFP NO. 354-ST**  
**I-710 Firestone Boulevard Southbound On-Ramp**  
**Modification Project**

TASK DELIVERABLES		Geo Advantec							Task Hours	Task Total Amount
Task #	Description	Principal Geotechnical Engineer	Principal Engineering Geologist	Field Engineer	Senior Project Engineer	Project Engineer 1	Project Engineer 2			
	Hourly Rate	\$221	\$139	\$106	\$127	\$70	\$70			
1.0	Project Management									
	Task 1.0 Subtotal Hours	0	0	0	0	0	0	0	0	
	Task 1.0 Subtotal Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0.00	
2.0	Community Outreach									
	Task 2.0 Subtotal Hours	0	0	0	0	0	0	0	0	
	Task 2.0 Subtotal Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0.00	
3.0	Agency & Utility Coordination									
	Task 3.0 Subtotal Hours	0	0	0	0	0	0	0	0	
	Task 3.0 Subtotal Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0.00	
4.0	Environmental Studies									
	Task 4.0 Subtotal Hours	0	0	0	0	0	0	0	0	
	Task 4.0 Subtotal Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0.00	
5.0	Preliminary Engineering									
	Task 5.0 Subtotal Hours	0	0	0	0	0	0	0	0	
	Task 5.0 Subtotal Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0.00	
5.1	RVV Engineering and Accoustics, Easements, & Right of Entry									
5.2	Final Survey									
5.3	Monument Restoration									
5.4	Monument Project Control									
	Task 5.0 Subtotal Hours	0	0	0	0	0	0	0	0	
	Task 5.0 Subtotal Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0.00	
6.0	Permits									
	Task 6.0 Subtotal Hours	0	0	0	0	0	0	0	0	
	Task 6.0 Subtotal Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0.00	
7.0	Plan Preparation and General and Special Provision for Federally Funded Project									
	Task 7.0 Subtotal Hours	0	0	0	0	0	0	0	0	
	Task 7.0 Subtotal Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0.00	
7.1	Prepare General & Special Provision for Federally Funded Project									
	30% PS&E									
	50% PS&E									
	90% PS&E									
	100% PS&E									
7.2	Technical Sheet Fullness	55	48	95	152	95	95	544		
7.3	Cost Estimate									
	Task 7.0 Subtotal Hours	55	48	95	152	95	95	544		
	Task 7.0 Subtotal Cost	\$12,035	\$6,657	\$10,203	\$19,312	\$6,764	\$6,764	\$544	\$62,629.68	
8.0	High-Way Certification									
	Task 8.0 Subtotal Hours	0	0	0	0	0	0	0	0	
	Task 8.0 Subtotal Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0.00	
9.0	Prepare a 60% of Contract Cost									
	Task 9.0 Subtotal Hours	0	0	0	0	0	0	0	0	
	Task 9.0 Subtotal Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0.00	
10.0	Request for Authorizations to Proceed with Construction									
	Task 10.0 Subtotal Hours	0	0	0	0	0	0	0	0	
	Task 10.0 Subtotal Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0.00	
11.0	Advertise and Award Package									
	Task 11.0 Subtotal Hours	0	0	0	0	0	0	0	0	
	Task 11.0 Subtotal Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0.00	
12.0	Construction Bidding Phase Services									
	Task 12.0 Subtotal Hours	0	0	0	0	0	0	0	0	
	Task 12.0 Subtotal Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0.00	
13.0	Pre-Construction Meeting and Job Site Meetings									
	Task 13.0 Subtotal Hours	0	0	0	0	0	0	0	0	
	Task 13.0 Subtotal Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0.00	
14.0	Respond to Request for Information and Submittals									
	Task 14.0 Subtotal Hours	0	0	0	0	0	0	0	0	
	Task 14.0 Subtotal Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0.00	
15.0	Prepare Record Drawings (As-Built)									
	Task 15.0 Subtotal Hours	0	0	0	0	0	0	0	0	
	Task 15.0 Subtotal Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0.00	
17.0	Bid Support									
	Task 17.0 Subtotal Hours	0	0	0	0	0	0	0	0	
	Task 17.0 Subtotal Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0.00	
	Other Direct Costs								ODC	
	Total								Subtotal	
	Reproduction									
	Total Other Direct Costs								\$37,500	
	TOTAL HOURS	55	48	95	152	95	95	544	\$37,500.00	
	TOTAL COST	\$12,035.00	\$6,657.00	\$10,203.00	\$19,312.00	\$6,764.16	\$6,764.16	\$544.00	\$100,126.72	





