

provide professional engineering services for this project. The following is a summary of the ratings with the highest total being the most qualified:

	AECOM Orange, CA	Carollo Engineers, Inc. Costa Mesa, CA	Tetra Tech Irvine, CA
<i>Rater A</i>	149	166	160
<i>Rater B</i>	146	161	151.5
<i>Rater C</i>	163.5	179.5	175.5
Totals	458.5	506.5	487

Staff has negotiated a proposed agreement with Carollo Engineers, Inc., as the most qualified company.

FINANCIAL IMPACT

There is no impact to the General Fund. This project is included in the 2014-2015 Capital Improvement Budget, and will be financed with Water (\$244,214) and Sewer (\$44,590) Funds.

RECOMMENDATION

It is recommended that the City Council:

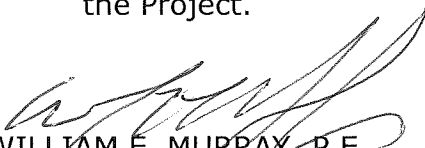
- Award a contract for professional engineering services to Carollo Engineers, Inc. for Project No. 7360 – Ward Street Fire Flow Water Improvements Project No. FF024 and Priority Sewer Improvements Project Nos. 96 & 99, in the amount of \$288,804; and
- Appropriate \$244,214 in Water Funds for the water improvements portion of the Project; and
- Authorize the Interim City Manager to execute the agreement on behalf of the City, and make minor modifications as appropriate.

It is recommended that the Sanitary District Board:


- Approve the contract awarded to Carollo Engineers, Inc. by the City Council for professional engineering services of Project No. 7360 – Ward Street Fire Flow Water Improvements Project No. FF024 and Priority Sewer Improvements Project Nos. 96 & 99; and

AWARD OF CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES TO CAROLLO ENGINEERS, INC. FOR PROJECT 7360 – WARD STREET FIRE FLOW WATER IMPROVEMENTS PROJECT NO. FF024 AND PRIORITY SEWER IMPROVEMENTS PROJECT NOS. 96 & 99
APRIL 28, 2015
Page 2

- Appropriate \$44,590 in Sewer Funds for the sewer improvement portions of the Project.



WILLIAM E. MURRAY, P.E.
Public Works Director



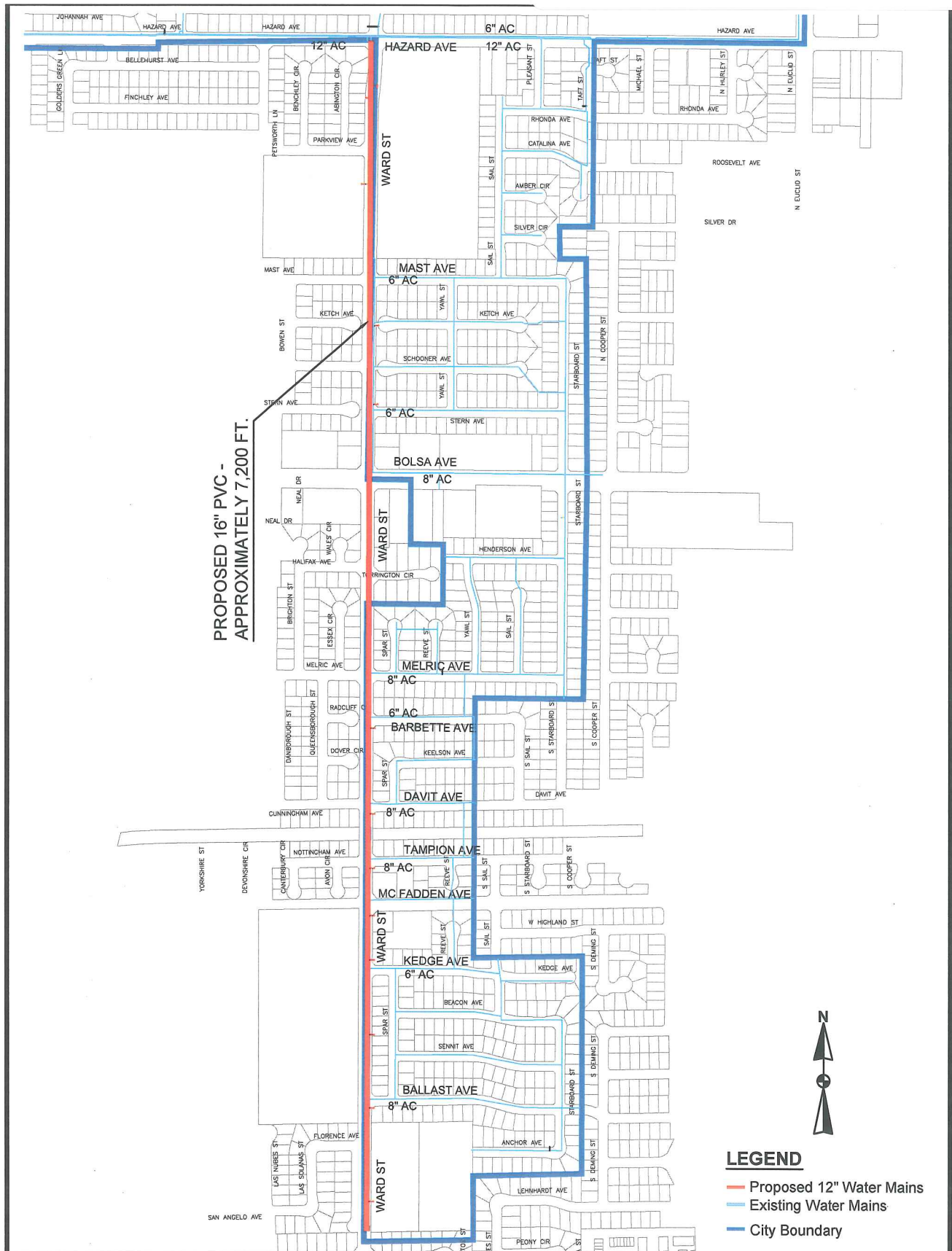
By: Rebecca Li, P.E.
Associate Engineer

Attachment: 1) Location Map – Water Project FF024
2) Location Map – Sewer Project 96 & 99
2) Professional Services Agreement

Recommended for Approval



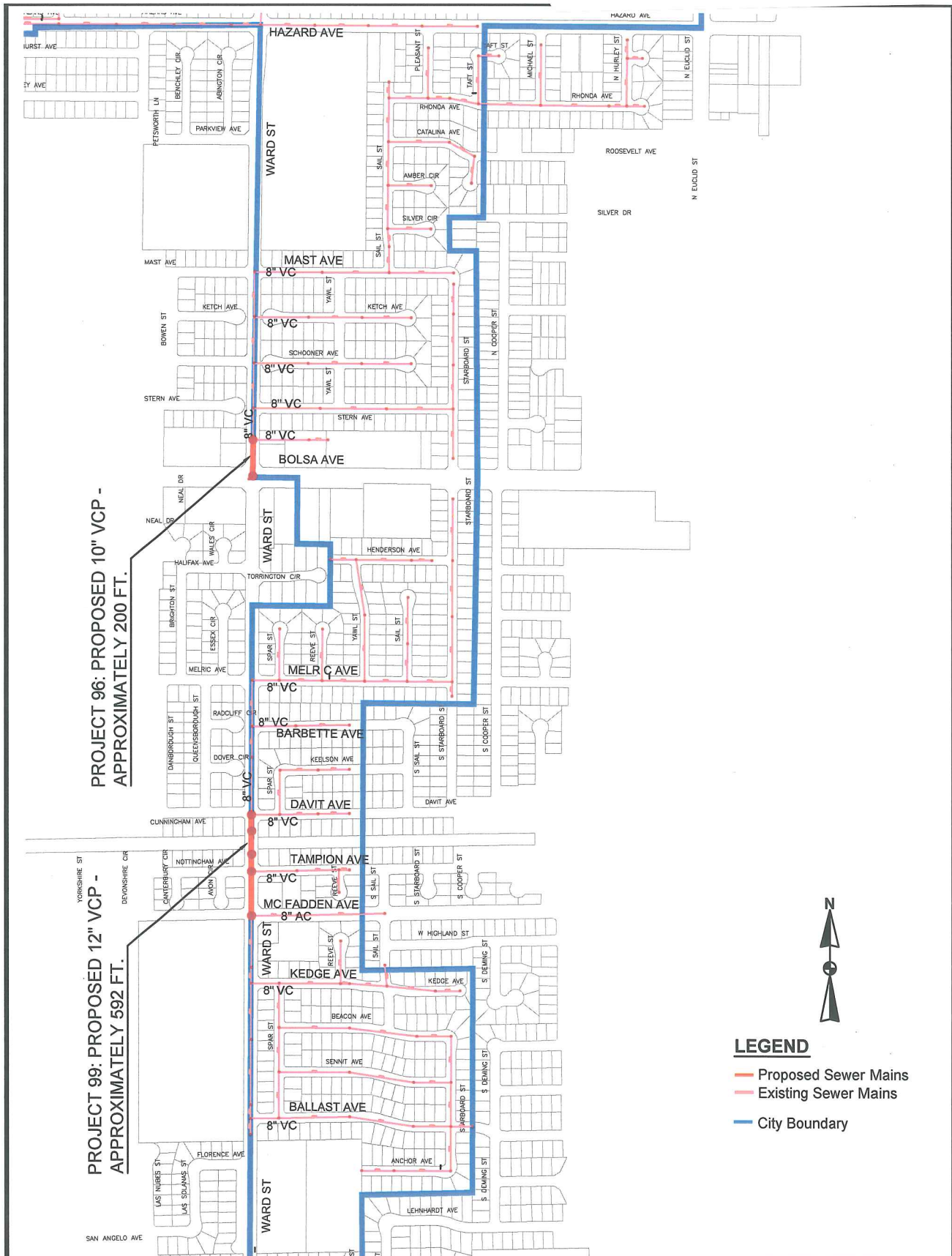
Allan L. Roeder
Interim City Manager



City of Garden Grove
 Department of Public Works



ATTACHMENT 1 - LOCATION MAP
CIP PROJECT NO. FF024
WATER IMPROVEMENTS PROJECT



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into, to be effective the 28th day of April, 2015, by and between the CITY OF GARDEN GROVE, a municipal corporation, hereinafter referred to as "City," and Carollo Engineers, Inc., a Delaware Corporation, hereinafter referred to as "Consultant." City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, City has determined that there is a need for Utility Research, Design Survey, Potholing, Permitting and Engineering Services for the construction of Fire Flow Water Improvements Project No. FF024 and Priority Sewer Improvements Project Nos 96 & 99 (the "Project");

WHEREAS, City desires to retain Consultant to provide such services; and

WHEREAS, Consultant is qualified by virtue of experience, training, education, and expertise to perform the professional services required by this Agreement and has agreed to provide such services.

NOW, THEREFORE, in consideration of the promises and mutual benefits which will result to the Parties in carrying out the terms of this Agreement, it is mutually agreed as follows:

AGREEMENT

I. SCOPE OF WORK

City agrees to retain Consultant, and Consultant agrees to perform the services set forth in the Scope of Services described in Exhibit "A", attached hereto and by reference made a part of this Agreement (hereinafter the "Services"). Consultant agrees that its provision of Services under this Agreement shall be within accepted standards within the profession, and its specialized services shall be in accordance with customary and usual practices in Consultant's profession. By executing this Agreement, Consultant warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this Agreement.

II. TERM

This Agreement shall be effective as of the date first set forth above. This Agreement shall commence upon the effective date of this Agreement, and shall remain and continue in effect until tasks described herein are completed unless otherwise terminated prior to this date pursuant to the provisions of this Agreement.

III. FEES

A. Accounting Records

Consultant shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Upon request of City, Consultant shall provide City with all records pertaining to this Agreement.

B. Total Payment

The Parties agree that Consultant shall bill for the Services provided by Consultant to City on an hourly basis and in accordance with the charges and fee schedule attached as Exhibit "B," except as otherwise set forth herein, provided compensation under this Agreement shall not exceed \$288,804.

C. Monthly Payment

1. City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment, as set forth in Exhibit "B," attached hereto based upon actual time spent providing the services outlined in this Agreement. Consultant shall submit to City monthly or periodic statements requesting payment. Such requests shall be based upon the amount and value of the Services performed by Consultant under this Agreement and shall be prepared by Consultant and accompanied by such reporting data including a detailed breakdown of all costs incurred and tasks performed during the period covered by the statement, as may be required by City. Invoices shall be submitted on or about the first business day of each month, for Services provided the prior month. City shall use reasonable efforts to make payment to Consultant within forty-five (45) days after the date of the invoice or as soon thereafter as reasonably practicable. If City determines that the approved written Scope of Work under this Agreement or any specified task hereunder is incomplete, the City Manager, or his or her designee, shall notify Consultant and may withhold the payment amount for the unfinished work accordingly.

2. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement, which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager.

IV. TERMINATION

City may terminate this Agreement for its convenience at any time, with or without cause, in whole or in part, upon giving Consultant thirty (30) days written notice. Upon said notice, City shall pay Consultant its allowable costs incurred to date of termination and those allowable costs determined by City to be reasonably necessary to effect such termination. Upon receipt of said notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If City terminates a portion of this Agreement, such termination shall not make void or invalidate the remainder of this Agreement. Thereafter, Consultant shall have no further claims against City under this Agreement. Upon termination of the Agreement pursuant to this Section, Consultant will submit an invoice to City pursuant to Section 3. Consultant may terminate this Agreement, with or without cause, upon thirty (30) days written notice to City.

V. DEFAULT OF CONSULTANT

A. Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event Consultant is in default, except as provided for in Section XXI, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate the Agreement immediately upon written notice to Consultant.

B. If the City Manager, or his/her designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall notify Consultant in writing of such default. Consultant shall have ten (10) days to cure the default by rendering a satisfactory performance. In the event Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity or under this Agreement. Consultant shall be liable for any and all reasonable costs incurred by City as a result of such default including, but not limited to, reprocurement costs of the same or similar services defaulted by Consultant under this Agreement.

VI. LEGAL RELATIONSHIP BETWEEN THE PARTIES

A. The legal relationship between the Parties hereto is that of an independent contractor, and nothing herein shall be deemed to make Consultant a City employee. During the performance of this Agreement, Consultant and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers, employees, or agents. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of its officers, employees, or agents, except as set

forth in this Agreement. Consultant, its officers, employees, or agents shall not maintain an office or any other type of fixed business location at City's offices.

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

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

VII. MODIFICATIONS AND AMENDMENTS TO AGREEMENT

No modification or amendment of this Agreement or any of the provisions hereof shall be effective for any purpose unless set forth in writing signed by duly authorized representatives of both Parties.

VIII. ASSIGNMENTS AND SUBCONTRACTING

The experience, knowledge, capability, and reputation of Consultant, its principals and employees were a substantial inducement for City to enter into this Agreement. Consultant may not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written approval of City. Except as otherwise expressly provided in the Scope of Services (Exhibit "A"), Consultant shall not contract with any other person or entity to perform the Services required without written approval of City. If Consultant is permitted to subcontract any part of this Agreement by City, Consultant shall be responsible to City for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the work will be considered employees of Consultant. City will deal directly with and will make all payments to Consultant as provided for in Section III.

IX. SUCCESSORS IN INTEREST

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

X. THIRD PARTY BENEFICIARY

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

XI. INSURANCE

A. Insurance Required

Consultant shall procure and maintain the insurance described herein for the duration of this Agreement, or as otherwise specified herein, against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees. Insurance required herein shall be provided by a reputable insurance company in good standing with the State of California and having a minimum A.M. Best's Guide Rating of A-, Class VII or better. City will require Consultant to substitute any insurer whose rating drops below the levels specified herein. Such substitution shall occur within twenty (20) days of written notice to Consultant by City.

Consultant shall provide to City certificates of insurance in a form acceptable to City indicating the deductible or self-retention amounts and the expiration date of the policy, and shall provide renewal certificates not less than ten (10) days prior to the expiration of each policy term. The certificates of insurance shall specifically identify this Agreement and shall contain express conditions that City is to be given at least thirty (30) days advance written notice of any material modification in or termination of insurance. Such insurance shall be primary to and not contributing with any other insurance maintained by City of Garden Grove and/or its respective councilmembers, officers, officials, employees, agents, and volunteers. The insurance shall name the City of Garden Grove and its respective councilmembers, officers, officials, employees, agents and volunteers as additional insureds by endorsement to the insurance policies. Except as expressly authorized herein, all insurance shall be on an occurrence basis.

1. Errors and Omissions Insurance

Consultant shall maintain in full force and effect throughout the term of this Agreement, standard industry form professional negligence errors and omissions insurance coverage in an amount of not less than One Million Dollars (\$1,000,000.00) per claim or per occurrence and Two Million Dollars (\$2,000,000.00) aggregate, in accordance with the provisions of this Section. If the policy of insurance is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Services provided hereunder. In the event of termination of the policy during this period, Consultant shall obtain continuing insurance coverage for the

prior acts or omissions of Consultant during the course of performing Services under the terms of this Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

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

2. Workers' Compensation

Consultant shall obtain and maintain, during the term of this Agreement, Workers' Compensation Employer's Liability Insurance in the statutory amount as required by state law. Such worker's compensation insurance shall be endorsed to provide for a waiver of subrogation against City of Garden Grove, its respective councilmembers, officers, officials, agents, employees, and volunteers.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability:

\$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

2. Automobile Liability:

\$1,000,000 per accident for bodily injury combined single limit. **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

3. Employer Liability:

\$1,000,000 per accident for bodily injury or disease. (claims made and modified occurrence policies are not acceptable); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Garden Grove, and its councilmembers, officials, officers, employees, agents and volunteers, or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses, or Consultant shall otherwise provide an alternative satisfactory to the Risk Manager.

D. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Garden Grove and its respective councilmembers, officers, officials, employees, agents and volunteers are to be covered as insureds with respect to: liability arising out of activities and work performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned occupied or used by Consultant; and automobiles owned, leased, hired, or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Garden Grove Sanitary District, the City of Garden Grove, the Garden Grove Agency for Community Development and their respective councilmembers, board members, officers, officials, employees, agents, and volunteers.

2. For any claims related to this Agreement, Consultant's coverage shall be primary insurance as respects the City and its councilmembers, officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by Garden Grove Sanitary District, the City of Garden Grove, and their respective councilmembers, board members, officers, officials, employees, agents, and volunteers shall be in excess of Consultant's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties shall not affect coverage provided to the City of Garden Grove and its respective councilmembers, board members, officers, officials, employees, agents, and volunteers.

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

5. Each insurance policy required by this Section shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been provided to City.

6. Consultant agrees to ensure that subcontractors, and any other parties involved with the project who are brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

E. Verification of Coverage

Consultant shall furnish City with original endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before work commences.

If CONSULTANT maintains higher insurance limits than the minimums shown above, CONSULTANT shall provide coverage for the higher insurance limits otherwise maintained by the CONSULTANT

XII. INDEMNITY

A. Indemnification

To the fullest extent permitted by law, Consultant shall indemnify, defend (at Consultant's sole cost and expense), protect and hold harmless the City of Garden Grove and its respective councilmembers, officers, officials, employees, agents, and volunteers, (individually "Indemnified Party"; collectively "Indemnified Parties") against any and all liability, claims, judgments, costs, and demands (collectively, "Claims"), including Claims arising from injuries or death of persons (Consultant's employees included) and damage to property, which Claims arise out of, pertain to, or are related to the negligence, recklessness or willful misconduct of Consultant, its agents, employees, or subcontractors, or arise from Consultant's negligent, reckless or willful performance of or failure to perform any term, provision, covenant or condition of this Agreement ("Indemnified Claims"), but Consultant's liability for Indemnified Claims shall be reduced to the extent such Claims arise from the negligence, recklessness or willful misconduct of the City of Garden Grove and its councilmembers, officers, directors, officials, employees, or agents.

Consultant shall reimburse the Indemnified Parties for any reasonable expenditures, including reasonable attorneys' fees, expert fees, litigation costs and expenses that each Indemnified Party may incur by reason of Indemnified Claims. Upon request by an Indemnified Party, Consultant will defend with legal counsel

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

Consultant's liability for indemnification hereunder is in addition to any liability Consultant may have to City for a breach by Consultant of any of the provisions of this Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Consultant's indemnification obligation or other liability hereunder. The terms of this Agreement are contractual and the result of negotiation between the parties hereto. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement.

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

XIII. COMPLIANCE WITH LAW

A. Consultant certifies by the execution of this Agreement the following: that it pays employees not less than the minimum wage as defined by law and that it does not discriminate in its employment with regard to race, color, religion, sex, age, marital status, ancestry, or national origin; that Consultant is in compliance with all federal and state laws, local directives, and executive orders regarding non-discrimination in employment; and that Consultant agrees to demonstrate positively and aggressively the principle of equal opportunity in employment.

B. Consultant shall keep itself informed of State and Federal laws and regulations, which in any manner affect those employed by it or in any way affect the performance of its Services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. The City of Garden Grove and its respective councilmembers, officers, employees, and agents shall not be liable at law or in equity for Consultant's failure to comply with such laws and regulations.

XIV. LICENSES AND QUALIFICATIONS

Consultant represents and warrants to City that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval, which is legally required for Consultant to perform Services under this Agreement.

XV. CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

A. All information gained by Consultant in the performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or subcontractors shall not without written authorization from the City Manager or unless requested by City's Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to any project or property location within City. Response to a subpoena or court order shall not be considered "voluntary" for the purposes of this Section, provided Consultant gives City proper notice of such subpoena or court order. Consultant shall properly notify City of any summons, complaints, subpoenas, notice of deposition, request for documents, interrogatories, requests for admissions or other discovery requests received by Consultant, its officers, employees, agents or subcontractors, related to Services performed pursuant to this Agreement. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding, the cost of which shall be borne by City. Consultant agrees to cooperate fully with City and to provide City with an opportunity to review and respond to discovery requests provided by Consultant, arising out of Services performed pursuant to this Agreement. However, City's right to review any such request or response does not imply or mean City has the right to control, direct, write or rewrite said response.

B. The documents and study materials for this project shall become the property of City upon the termination or completion of the work. Consultant agrees to furnish to City copies of all memoranda, correspondence, computation, and study materials in its files pertaining to the work described in this Agreement, which is requested in writing by City.

XVI. INTERPRETED UNDER LAWS OF THE STATE OF CALIFORNIA

This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be

employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof. Venue for any litigation concerning this Agreement shall be in the Superior Court for the County of Orange, California.

XVII. ATTORNEYS' FEES

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which they may be entitled.

XVIII. WAIVER

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

XIX. NOTICES

All notices or other communications required or permitted hereunder shall be in writing and shall be personally delivered, sent by registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by electronic transmission, and shall be deemed received upon the earlier of: (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) three (3) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by electronic transmission. Any notice, request, demand, direction, or other communication sent by electronic transmission must be confirmed within forty-eight (48) hours by letter mailed or delivered. Notices or other communications shall be addressed as follows:

To City: City of Garden Grove
13802 Newhope Street
Garden Grove, CA 92843
Attention: Project Engineer

To Consultant: Carollo Engineers, Inc.
3150 Bristol Street, Suite 500
Costa Mesa, CA 92626
Attention: Jack Adam, P.E.

Either Party may, by written notice to the other, designate a different address, which shall be substituted for that specified above.

XX. ENTIRE AGREEMENT

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

XXI. FORCE MAJEURE

If either party shall be delayed or prevented from the performance of any service under this Agreement by reason of acts of God, strikes, lockouts, labor troubles, restrictive governmental laws or regulations or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of delay, and the period for performance of any such act shall be extended for a period equivalent to the period of such delay.

XXII. TIME IS OF THE ESSENCE

The Parties agree that time is of the essence of this Agreement with respect to the deadlines set forth herein.

XXIII. SEVERABILITY

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be invalid under the applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement.

XXIV. PROHIBITED INTERESTS

Consultant covenants that, for the term of this Agreement, no Board Member, official, officer or employee of City during his/her tenure in office/employment, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant warrants that it has not given or paid and will not give or pay any third party money or other consideration for obtaining this Agreement.

XXV. SCOPE CHANGES

In the event of a change in the scope of the proposed project, as requested by City, the Parties hereto shall execute an addendum to this Agreement, setting forth, with particularity, all terms of the new Agreement, including but not limited to any additional Consultant's fees.

XXVI. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of the City or City of Garden Grove shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or its successor, or for breach of any obligation of the terms of this Agreement.

XXVII. AGREEMENT EXECUTION AUTHORIZATION

Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Agreement and that such execution is binding upon the entity for which he or she is executing this Agreement.

XXVIII. RECITALS

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

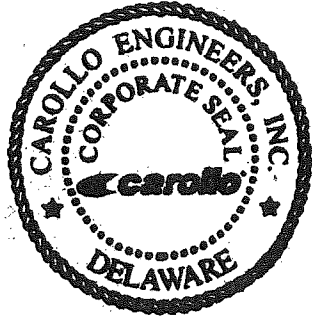
IN WITNESS WHEREOF, this Agreement has been executed in the name of City, by its officers thereunto duly authorized, and Consultant as of the day and year first above written.

CITY OF GARDEN GROVE

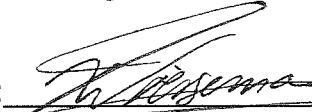
By: _____
Allan L. Roeder
Interim City Manager

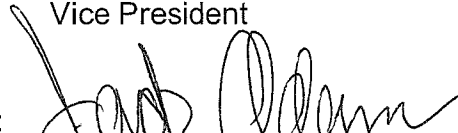
ATTEST:

By: _____
Kathy Bailor
City Clerk



Carollo Engineers, Inc.

By: 
Inge Wiersema, P.E.
Vice President

By: 
Jack Adam, P.E.
Project Manager

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a Partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:

Woodruff, Spradlin & Smart

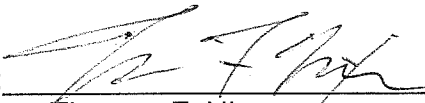
By: 
Thomas F. Nixon
City Attorney

EXHIBIT A

SCOPE OF SERVICES

SCOPE OF WORK

DESIGN SERVICES

In this section, our detailed approach will be outlined for your project, specifically relating to how we will manage the schedule, budget, and communication with the City. Based on our understanding of your project, we have developed the best scope of services for the project, which requires a working knowledge of many complex issues. Our specific approach is illustrated in the detailed scope of services that follows.

SCOPE OF SERVICES

In this section, our detailed scope of services is outlined for your project, specifically relating to how we will manage the project, communicate with the City, and approach the technical aspects of the project.

Task 1 - Project Management, Meetings, and Coordination

Task 1.1 - Project Schedule and Status Reports

Carollo will use in-house procedures outlined in our Project Management Manual, which details the companywide approach to project management. This project will be managed out of our Costa Mesa office, 15 minutes from the City's Yard. Upon receiving the Notice-to-Proceed (NTP), Carollo will submit an update of the detailed project schedule included in this proposal to the City. Carollo will also prepare monthly Project Status Reports summarizing key project activities during the period, which will be submitted along with the monthly invoices.

Task 1.2 - Project Meetings

Carollo is committed to working closely and maintaining an open line of communication with City staff throughout the duration of the project. Our most direct way to communicate with you and your staff will be through meetings. Meetings are scheduled such that they can effectively be used to discuss deliverables and make decisions to stay on schedule.

Carollo has included one kick-off meeting, three deliverable review meetings at the 25-, 60-, and 90-percent design submittals, and three additional project meetings in our fee proposal to make sure we meet with you at least once a month. We have included three additional meetings with the School District and the Cities of Westminster and Fountain Valley. We have combined monthly progress meetings with deliverable review meetings or other meetings to reduce overall project cost to the City. In addition, Carollo will limit meeting participation to only Carollo's project manager and any other staff required to meet the intended purpose of that meeting.

Meeting agendas will be submitted five working days before the meeting. This will allow City staff to be fully aware of the discussion topics and will provide sufficient notice so that the people necessary to make decisions can attend.

Meeting minutes will be prepared within five working days after the meeting. The minutes will include a project decision log and an action item list.

Task 1.3 - Quality Assurance/Quality Control (QA/QC)

Carollo is committed to quality projects. A detailed program is incorporated into each of our projects, with the goal to provide quality engineering services consistent with Carollo standards and meeting or exceeding the expectations of our clients. Our outstanding record of repeat business is a direct result of our ability to consistently impress our clients.

Projects receive a series of reviews at key project points—typically the owner's set deliverable milestones. For this project, Carollo will conduct an internal concept review prior to the delivery of the Preliminary Design Technical

Memorandum and at the 25-percent design deliverable. Carollo will then perform constructability review at the 60- and 90-percent, and a detailed check at 90-percent (and subsequent check, if required).

Projects receive independent final checks. The 90-percent design is checked by a senior engineer of the appropriate discipline who has not been involved in the design of the project—in this case, Tim Taylor. The drawings are red-lined using established checking procedures. A final cost estimate is prepared using established procedures and is compared to those prepared earlier in the project to identify inconsistencies. After bidding the project, bid results are compared to data from past projects and are incorporated into project bidding records. Monitoring of project quality continues through the construction period and provides field feedback to the design team for use on future projects.

Task 1 Deliverables:

- Meeting agendas (10).
- Meeting minutes, including decision and action item logs (10).
- Monthly schedule updates (7).
- Monthly progress reports (7).

Task 2 - Preliminary Investigation and Design Survey

Preliminary investigations such as surveying and mapping, existing utility research, and potholing will be conducted under this task. All field work will be coordinated with City staff to make sure project elements are properly coordinated.

Task 2.1 - Topographical Survey and Mapping

The topographic surveying will be provided by our subconsultant, VA. The mapping limits will be compiled from black and white aerial photography. The strip mapping limits will be right-of-way to right-of-way. All visible surface features will be shown such as buildings, vaults, manholes, power poles, meters, road signs, driveways, curbs and gutters, curb inlet catch basins, pipes, fences, trees and vegetation, bus pads, and other concrete slabs. The aerial manuscript will be field edited to locate items not show in the photographs. Existing street striping will be provided for the roadways. Elevation will reference the National Geodetic Vertical Datum (NGVD) 1929 datum, or as required by the City.

Included with this task are the following:

- Street centerline and right-of-way lines.
- Description and identification of all control points on drawing as well as in tabular form.
- Basis of bearings based on two found monuments referenced in a record drawing or information.
- Temporary benchmarks set at 1,000-foot intervals along the pipeline alignment with description of each benchmark set.
- Location of potholes.
- Dipping of sewer and storm drain manholes inverts and rim measured along the alignment.
- Cross-sections at intersections for the water project and cross-sections at 50-foot intervals and grade changes along the sewer alignment.

Task 2.1 Assumptions:

None.

Task 2.1 Deliverables:

Topographic and planimetric mapping in AutoCAD format, 40 scale accuracy with 1-foot contour intervals and 60-foot width for the project corridor.

Task 2.2 Geotechnical Investigations and Report

The geotechnical investigations, laboratory analyses, and report will be provided by our subconsultant, Converse Consultants. Borings shall be provided on Ward Street to determine subsurface conditions for the sewer replacement and street improvements (optional) as outlined in the Request for Proposals (RFP).

Included with this task are the following:

- Geological description and history of the site.
- Field reconnaissance to map subsurface conditions.
- Four soil borings (two each at Sewer Project 96 and 99). Soil borings and logs with soil types, and penetration test by blow counts and water surface elevation if encountered.
- Optional five (5) additional soil borings to support street improvement projects. Optional boring in conjunction with the required scope will provide borings at 1,000-foot intervals along the project limits.
- Laboratory test results with visual classifications, moisture content, grain size analysis, plastic properties, unit weights, compaction test, compression, and consolidation tests.
- Engineering report and analysis summarizing the following:
 - Description of on-site soils, boring locations, and test methodologies used.
 - Groundwater depth.
 - Anticipated ground shaking from earthquakes.
 - Geologic conditions and geologic cross section.
 - Subgrade preparation.
 - Structural backfill.
 - Suitability of on-site soils for re-grading or for use as compacted fill.
 - Types of imported fill (if required) for use as compacted fill.
 - Special recommendations for expansive soils or for proposed site work where expansive soils are present.
 - Shrinkage and subsidence.

Task 2.2 Assumptions:

Encroachment permit fees will be waived.

Optional services will be conducted in the same mobilization as the required services. If two mobilizations are required, an additional mobilization fee of \$1,000 will be required.

Task 2.2 Deliverables:

Geotechnical report with boring logs, laboratory analyses, and geotechnical recommendations for suitability of the site for the type of construction and structures proposed.

Task 2.3 Utility Research/Potholing

Carollo's subconsultant, VA, will research all existing utilities within the project limits and obtain record maps to compile into an existing utility base map for use in design. After review of available mapping and surface utility information, and once a preliminary alignment of the pipeline is developed and confirmed with the City, we will provide a potholing plan to confirm the vertical and horizontal locations of critical existing utilities that may conflict with the alignment.

USI will perform the potholing to confirm the locations of select underground utilities using vacuum extraction. Pothole locations will be surveyed by VA and incorporated into the base map.

Task 2.3 Assumptions:

A maximum of 40 potholes will be performed based on the scope of work for potholing provided in the RFP.

Backfill for pothole compact and repair with "Perma Patch" asphalt repair mix.

Task 2.3 Deliverables:

Pothole plan (location map).

Pothole information will be integrated into the design and a pothole table will be provided as part of the contract documents.

Revised base map with utility location adjustments.

Task 2.4 Ward Street Evaluation

Carollo will provide a "white-paper" evaluation of the condition and required improvements to Ward Street, both as is today and as would be expected after pipeline construction is complete. Including the following:

- Perform site visit and document existing condition of Ward Street.
- Estimate condition of Ward Street after construction of pipeline and trench repair is complete.
- Provide recommendation as to improvement required do to existing condition and "after construction" condition.
- Document condition and recommended improvements in a "white paper". Including but not limited to, pavement subgrade replacement, pavement removal, repair, and overlay, identification of ADA compliance issues, ADA ramp installations, sidewalk repairs, curb an gutter, cross gutters, and driveway aprons.

Task 2.5 Environmental (Exempt)

Carollo has reviewed the project as it falls under the California Environmental Quality Act (CEQA). Because the FF024 project is over one mile (7,200 linear feet), the project is not be covered by the CEQA Statutory Exemption 15282(k). However, our initial finding is that the sewer lines and the water main replacements fall under the Categorical Exemption 15302(c) Replacement or Reconstruction "Replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity." To fit this exemption the City would need to describe how the increased size of the water main is needed to accommodate modern fire flow requirements and would not otherwise increase the capacity of the system or provide for additional connections. For the two sewer segments, the City would need to describe how the increased size of the sewer mains would eliminate existing pinch-points that occur from existing flows, but would not otherwise accommodate additional connections or flow. If the City determines this exemption does not fit the project, then an Initial Study leading to a Negative Declaration may be necessary.

For the purposes of this proposal, we have assumed the City will choose to find the project falls under the Categorical Exemption 15302(c). Therefore, no environmental services have been included in the required scope and fee for the project. If the City chooses to pursue a Negative Declaration, we have included in optional services a fee, and will retain the services of ESA Inc. to prepare the required documents.

Task 3 - Preliminary Engineering

Task 3.1 Agency Coordination

For this project Carollo has budgeted to perform the following agency coordination and permitting efforts:

- Coordination with the School District and obtain information regarding school session and modernization programs.
- Coordinate and design review/approvals with OCFCD for the crossings of East Garden Grove/Wintersburg Channel.
- Coordination with the Cities of Westminster and Fountain Valley to perform design reviews and obtain encroachment permits.
- Crafting of specifications for contractor compliance with Air Quality Management District Rule 1166 permit in the event contamination is encountered during construction or design field investigations.

Task 3.1 Assumptions:

Meetings are a provided for under Task 1.2.

Task 3.2 - Develop Preliminary Design Report

Carollo will prepare and submit a draft Preliminary Design Report (PDR) representing a 25-percent design effort to document the studies conducted as part of this task for the City's review and comment. The PDR will include the following:

- Preliminary plan of the proposed water and sewer alignment.
- Hydraulic calculations for the sewer replacement including average, and dry and wet weather peak flows and d/D ratios.
- Summary of discussion with permitting and approving agencies
- Preliminary cost opinions.
- Construction schedule.
- Recommendations for project sequencing.
- We will discuss City staff comments in a PDR review meeting and incorporate decisions in a final PDR.

Task 3.2 Assumptions:

The City will provide sewer flows.

Task 3.2 Deliverables:

Ten (10) hardcopies and an electronic PDF file.

Task 3.3 Develop Final PDR

Carollo will incorporate City comments into the final PDR.

Task 3.3 Assumptions:

None.

Task 3.3 Deliverables:

Ten (10) hardcopies and an electronic PDF file.

Task 4 - Construction Documents

This phase of the project will include development of construction documents for the proposed facilities. The documents will be developed in accordance with the requirements set forth in the RFP, the City's CAD standards, and City of Garden Grove Public Work's Department Standard Plans and Specifications. The development of the specifications will meet the specific needs of the project and will include the technical specifications for the project components and incorporate the use of the City's front-end contract documents. Each submittal will include plans and specifications. Cost estimates are proposed to be submitted at the 60-, 90-, and 100-percent (final) document submittals.

Our list of drawings for this project is shown in the adjacent table.

Task 4.1 - Develop 60-Percent PS&E Submittal

Development of the 60-percent plans, specifications, and estimates (PS&E) submittal package will be completed under this task. Ten copies of the PS&E will be provided to the City for review. Information provided from the City in the form of review comments from the PDR will be incorporated into the 60-percent PS&E. As presented in the project schedule included in this proposal, a technical review meeting to discuss comments on the 60-percent PS&E submittal will be conducted during the City's review period.

Task 4.2 - Develop 90-Percent PS&E Submittal

Development of a 90-percent PS&E submittal package will be completed under this task. Ten copies of the PS&E will be provided to the City for review. Information provided from the City in the form of review comments from

the 60-percent review will be incorporated into the 90-percent documents. A technical review meeting to discuss City comments on the 90-percent PS&E submittal will be conducted during the City's review period.

Task 4.3 Develop 99-Percent Plans and Specifications Submittal

Development of a 99-percent plans and specifications submittal package will be completed under this task. No updated cost estimate is proposed to be submitted with the 99-percent submittal. Ten copies of the submittal will be provided to the City for review. Information provided from the City in the form of review comments from the 90-percent review will be incorporated into the 99-percent documents.

Task 4.4 Develop 100-Percent Plans and Specifications Submittal

Development of a 100-percent plans and specifications submittal package will be completed under this task. No updated cost estimate is proposed to be submitted with the 100-percent submittal. Ten copies of the submittal will be provided to the City for review. Information provided from the City in the form of review comments from the 99-percent review will be incorporated into the 100-percent documents.

Task 4.5 Develop Final PS&E Submittal

Development of a final PS&E submittal package will be completed under this task. Final submittals shall be two sets of reverse-read mylars, digital format shall be AutoCAD "DWG" release 2004 or later without x-reference, and all project specifications shall be in hardcopy and Microsoft® Word. Information provided from the City in the form of review comments from the 100-percent review will be incorporated into the final documents. Two copies of the project design notebook will be provided including all pertinent correspondence, calculations, quantity, and cost estimates, and shall be stamped by a registered engineer.

Task 4.6 Bid Phase Services

Bidding of projects of this size typically require about one and a half months. Services provided under this task include assisting the City with answering question that arise during the bidding process. A level of effort as shown in our hours and fee estimate is included for answering questions during the bidding period.

Task 4 Assumptions:

- City standard drawings and specifications will be included by reference and not reproduced in the project drawings and specifications.
- Bid-phase services consist of providing the City with answers to bidders' questions.
- City will develop and distribute addenda to bidders.
- Attendance at pre-bid meeting/bid opening at the City's request.

Task 4 Deliverables:

- Seven progress prints of the 60-, 90-, 99-, and 100-percent progress submittals.
- Final submittals shall be two sets of reverse-read mylars.
- Digital format shall be AutoCAD "DWG" release 2004 of later without x-reference.
- Two sets of project specifications, one original set unbound and one copied set bound, and an electronic copy in Microsoft® Word.
- Two copies of the Project Design Notebook.

Task 5 - Optional Services

Task 5.1 Preparation of Initial Study and Negative Declaration

Carollo has reviewed the project as it falls under CEQA. A summary of our findings are included under Task 2.4. We believe the project falls under the Categorical Exemption 15302(c) Replacement or Reconstruction "Replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity." The City, however, may decide that preparation of an Initial Study and Negative Declaration is

preferred because the replacement pipelines serve to resolve capacity deficiencies. We have included scope and fee under this optional task to prepare the required CEQA documents should the City desire.

Task 5.2 Optional Geotechnical Studies

Carollo has included five (5) additional soil borings under this task to support street improvement projects. These borings, in conjunction with boring being completed under the required services, will provide the City with the required scope of borings at 1,000-foot intervals along the project limits. It is assumed in our fee estimate that the required and optional investigations would be completed with one mobilization. An additional fee of \$1,000 will be required if additional mobilization is needed.

Task 5.3 Street Improvement Design

Carollo has included optional street improvement services provided by our subconsultant, VA. Street rehabilitation will generally entail R&R and/or grinding and overlays of the AC travel way; the removal and replacement of damaged concrete curbs, gutters, sidewalks; the addition of ADA access ramps at intersections or mid-block as needed; the removal and reconstruction of damaged drive approaches; the reconstruction of groove cross gutters to improve drainage conditions; the replacement of detector loops; and the installation of new traffic striping and signing.

The street improvement scope is proposed as follows:

- Documentation of existing site conditions using digital photography as required in the RFP.
- Prior to the 90-percent submittal, VA and Carollo will jointly conduct a site walk to verify existing utilities, surface features, ADA ramp constructability, and conformance to standards. Documentation of the site visit will be provided to the City in writing.
- Preparation of street improvement plan and profile sheets (6) at a scale of 1" = 40' horizontal scale and 1" = 4' vertical scale. The plans will show existing joint and finished surface elevations for the proposed street rehabilitation improvements. Removal and relocation items of work will be shown on these plans. The street improvement plans will also include the resurfacing of the asphalt travel way, including roadway reconstruction, grinding and asphalt concrete overlay, concrete bus pads, removal and replacement of concrete curb, gutter, sidewalk, ADA access ramps, drive approaches, and grooved cross gutters.
- Preparation of signing (3) and striping plans for implementation of optional roadway pavement rehabilitation and associated improvements, at 1" = 40' scale, "double stacked" with two horizontal layout strips placed on each plan, in accordance with City standards. The signing and striping plans will show removal of any existing striping and pavement markings conflicting with or not removed by the new pavement, and re-installation of striping, pavement markings, traffic signs restoration, traffic signal loops, and pedestrian signal crossings replacement. Existing signs within the project limits may be upgraded to meet current California Manual on Uniform Traffic Control (CA MUTCD) requirements, where appropriate.
- Calculation of construction quantities and an engineer's opinion of probable construction cost for the various improvements.
- Design plans will conform to current City plan preparation standards and deliverables will be as specified in the RFP for each submittal phase at 60-, 90-, 99-, and 100-percent stages of design and revised in accordance with City comments.

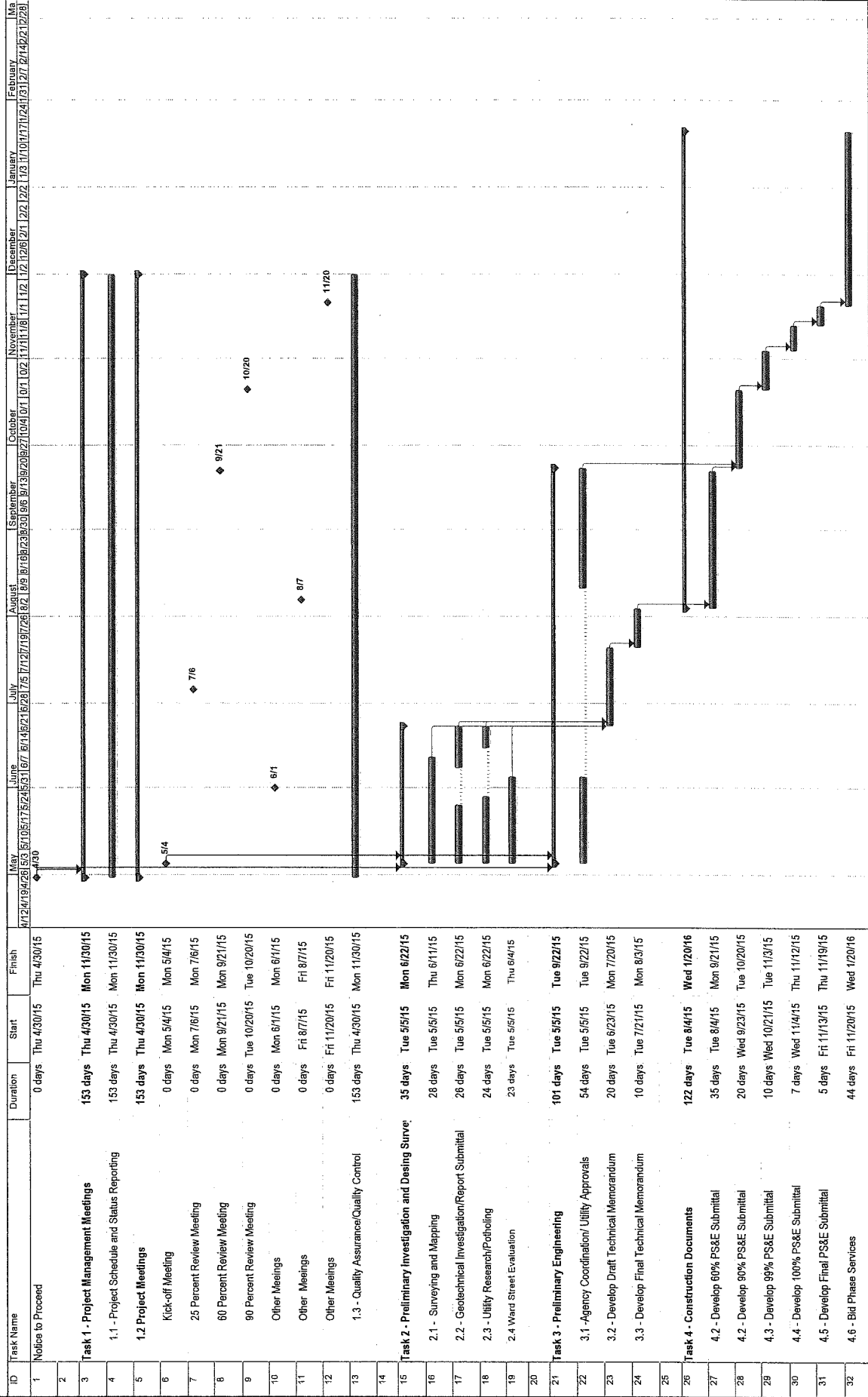
Task 5.3 Assumptions:

Street improvement services will bid with the water and sewer pipeline packages.

Task 5.3 Deliverables:

In accordance with Task 4 deliverables.

**City of Garden Grove
Design Schedule
for
Water Improvements Project FF24 and Sewer Project 96 and 99**



Project: Rincon Design Schedule
Date: Mon 3/23/15

Task Split

Progress Milestone

Summary Project Summary

External Tasks External Milestone

Deadline

Mon 3/23/15

EXHIBIT B

SCHEDULE OF PAYMENT

CITY OF GARDEN GROVE
 FF 24 AND SEWER 96 AND 99 PROJECTS
 FEE PROPOSAL

TASK WORK ELEMENT	Carollo Engineers										Subconsultant Fee					Project Totals			
	Watersma	Taylor	Adam	Kearney	Socek/Bull	Assistant Professional Engineer	Graphics	CAD	Word Processing	VA	Berley	Converse	USI	ESA	Carollo Task Hours	Carollo Task Subtotal	Subconsultant	Other Direct Costs	Total
1 Project Management & Coordination (Included in Tasks 2 through 5)																			
1.1 Project Schedule & Status Report																			
1.2 Project Meetings																			
1.3 QA/QC																			
Task Hours	225	225	205	185	155	125	115	125	90										
Subtotal	\$	\$	\$	\$	\$	\$	\$	\$	\$										
2 Preliminary Investigation and Field Surveys																			
2.1 Survey & Mapping/Utility Investigations/Photolog																			
2.2 Geotechnical Investigations																			
2.3 Geotechnical Monitoring																			
2.4 Ward Street Condition Evaluation																			
Task Hours	0	0	1,640	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
3 Preliminary Engineering																			
3.1 Meeting/Coordination																			
3.2 Preliminary Design Report																			
3.3 Final PDR																			
Task Hours	1	1	5	18	14	26	10	22	16	4	2	2	0	0	0	0	0	0	0
Subtotal	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
4 Construction Documents																			
4.1 60 Percent PS&E																			
4.2 80 Percent PS&E																			
4.3 89 Percent PS&E																			
4.4 100 Percent PS&E																			
4.4 Final PS&E																			
4.4 Bid Phase Services																			
Task Hours	2	3	2	16	28	24	100	60	60	6	2	2	0	0	0	0	0	0	0
Subtotal	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
FF 024 Project Totals																			
Task Hours	1,125	1,125	1,860	5,125	10,380	15,180	13,250	27,750	1,440	38,250	0	0	0	0	652	78,300	66,750	9,785	154,845
Subtotal	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

CITY OF GARDEN GROVE
 FF 24 AND SEWER 96 AND 99 PROJECTS
 FEE PROPOSAL

TASK WORK ELEMENT	Carollo Engineers										Subconsultant Fee					Project Totals			
	Wiersma	Taylor	Adam	Kearney	Sacke/Bull	Assistant Professional Engineer	Graphics	CAD	Word Processing	VA	Bribery	Converse	USI	ESSA	Carollo Task Hours	Carollo Task Subtotal	Subconsultant	Other Direct Costs	Total
	\$ 225	\$ 225	\$ 205	\$ 185	\$ 155	\$ 125	\$ 115	\$ 125	\$ 90										
96 and 99 Sewer Improvements																			
2 Preliminary Investigation and Field																			
2 Surveys																			
2.1 Survey & Mapping/Utility Investigations/Potholing	1			1											2	\$ 980	\$ 5,000	\$ 273	\$ 5,663
2.2 Geotechnical Investigations	2			4											6	\$ 1,150	\$ 10,000	\$ 570	\$ 11,720
2.3 Utility Research/Potholing	1			1											2	\$ 390	\$ 2,750	\$ 181	\$ 3,361
2.4 Ward Street Condition Evaluation	0			4											10	\$ -	\$ -	\$ -	\$ -
Task Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal																\$ 1,930	\$ 17,750	\$ 1,055	\$ 20,665
3 Preliminary Engineering																			
3.1 Agency Coordination	1			6											13	\$ 1,945	\$ -	\$ 162	\$ 2,097
3.2 Preliminary Design Report	2			2											19	\$ 2,725	\$ -	\$ 222	\$ 2,947
3.3 Final PDR	1			1											7	\$ 1,075	\$ -	\$ 82	\$ 1,157
Task Hours	1	1	1	1	1	1	1	1	1	1	1	1	1	1	39	\$ -	\$ -	\$ -	\$ -
Subtotal																\$ 5,745	\$ -	\$ 468	\$ 6,201
4 Construction Documents																			
4.1 50 Percent PS&E	1			4											46	\$ 6,530	\$ -	\$ 539	\$ 7,069
4.2 80 Percent PS&E	1			3											27	\$ 3,815	\$ -	\$ 316	\$ 4,131
4.3 99 Percent PS&E	1			4											16	\$ 2,480	\$ -	\$ 187	\$ 2,667
4.4 100 Percent PS&E	1			1											1	\$ 2,100	\$ -	\$ 164	\$ 2,264
4.4 Final PS&E	1			1											5	\$ 730	\$ -	\$ 59	\$ 789
4.4 Bid Phase Services	0			10											6	\$ 920	\$ -	\$ 70	\$ 990
Task Hours	0	2	2	1	1	1	1	1	1	1	1	1	1	1	114	\$ -	\$ -	\$ -	\$ -
Subtotal																\$ 18,370	\$ -	\$ 4,334	\$ 17,704
Sewer 96 and 99 Project Totals																			
Task Hours	1	3	13	20	30	36	2	48	6						163	\$ -	\$ -	\$ -	\$ -
Subtotal																\$ 24,045	\$ 17,750	\$ 2,795	\$ 44,590
Project Totals																			
Task Hours	6	11	38	76	128	74	22	288	22						715	\$ -	\$ -	\$ -	\$ -
Subtotal																\$ 102,445	\$ 84,500	\$ 12,591	\$ 199,436
5 Optional Tasks																			
5.1 Initial Study/Prop. Dev	4			8											12	\$ 2,300	\$ 7,600	\$ 515	\$ 10,315
5.2 Geotechnical Services	2			2											4	\$ 780	\$ 3,600	\$ 222	\$ 4,602
5.3 Street Improvements	6			16											30	\$ 5,950	\$ 65,000	\$ 3,601	\$ 74,551
Task Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	46	\$ -	\$ -	\$ -	\$ -
Subtotal																\$ 9,030	\$ 76,000	\$ 4,338	\$ 89,368

**CAROLLO ENGINEERS, INC.
FEE SCHEDULE**

**As of January 1, 2015
California**

	<u>Hourly Rate</u>
Engineers/Scientists	
Assistant Professional	\$125.00
Professional	155.00
Project Professional	185.00
Lead Project Professional	205.00
Senior Professional	225.00
Technicians	
Technicians	115.00
Senior Technicians	125.00
Support Staff	
Document Processing / Clerical	90.00
Project Equipment Communication Expense (PECE) Per DL Hour	11.70
Other Direct Expenses	
Travel and Subsistence	at cost
Mileage at IRS Reimbursement Rate Effective January 1, 2015	\$.56 per mile
Subconsultant	cost + 10%
Other Direct Cost	cost + 10%
Expert Witness	Rate x 2.0

This fee schedule is subject to annual revisions due to labor adjustments.