

November 2, 2022

0.04

SENT BY EMAIL ONLY

dzevely@burneywater.org

David Zevely, District Manager Burney Water District 20222 Hudson Street Burney, CA 96013

Dear Dave,

Subject: Burney Water District Washburn Bue Dog Park

Engineering Services Proposal

PACE Engineering, Inc. (PACE) is pleased to submit this proposal to Burney Water District (District) to provide engineering services for the Washburn Bue Dog Park Projects. The project is funded through the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 administered through the State of California Natural Resources Agency Department of Parks and Recreation and Office of Grants and Local Services (OGALS). The District has been allocated \$177,952 to complete a capital outlay project that benefits the community of Burney. Per our conversation, the community has voted to install a dog park within the Washburn Bue Park adjacent to the existing bathrooms.

SCOPE OF WORK

The Washburn Bue Dog Park Project consists of the following components:

- Construct a new dog park in the northwest corner of the Washburn Bue Park. The dog park would consist of approximately 18,000 square feet of fenced in area with a double-gated entrance. The dog park will be designed to have separate areas for small and large dogs separated by a chain link fence barrier. The dog park will be equipped with benches, signage, and trashcans for visitors to utilize. If funding allows, a drinking water fountain will be supplied in the fenced-in dog area.
- Relocation of the existing Little League Conex box outside the footprint of the new dog park area.
- Construct a five-foot paved path from the existing parking area to the new dog park.
- If funding allows, additional picnic benches and possible concrete game tables will be installed adjacent to the dog park area.

PACE tasks under this Scope of Work include the following:

| Task No. | Description | | | | | | |
|----------|--|--|--|--|--|--|--|
| 1 | Provide final design services. This task includes developing final drawings, contract documents, and a Class 1 cost estimate. | | | | | | |
| 2 | Provide construction administration services during construction of the Washburn Bue Dog Park, including reporting and prevailing wage monitoring as required by the funding agency. | | | | | | |

FEE

The various tasks included under the Scope of Work, estimated fees, and schedule are itemized in Exhibit A. The fee to provide engineering services outlined in Exhibit A is estimated at \$38,400. Tasks 1 and 2 are considered pre-construction eligible costs and do not exceed 25% of the total project cost.

PACE appreciates the opportunity to work with the District on this important community infrastructure project. We understand that our services will be reimbursed on a time-and-expense basis. Please find PACE's standard rate sheets attached as Exhibit B - Standard Charges for Professional Services and Exhibit B-1 - Standard Charges for Prevailing Wage Professional Services.

PACE is pleased to have this opportunity to respond to your Request for Proposal. If the above-proposed Scope of Services and fee are agreeable to you, please sign and return the enclosed Engineering Agreement authorizing us to proceed with these services.

Please call with any questions you have regarding our proposal.

Sincerely,

Jessica L. Chandler Project Manager

Enclosures

 $\label{lem:lobs} $$M:\Dos\00.04\2022\Burney\ Water\ District\Dog\ Park\Proposal\ Ltr_Per\ Capita\ Grants.docx$



Phone: (530)244-0202

Consultant Job No.: 306.45 Project Manager: JC Billing Manager: JC Billing Code: PD Date File Opened:

ENGINEERING AGREEMENT

This agreement has been entered into at Redding, California on the CLIENT signature date set forth below and is by and between the CLIENT as listed below and PACE Engineering, Inc., hereinafter called the CONSULTANT.

| CLIENT: Burney Water District | PHONE: (530) 335-3582 | |
|---|--|---------|
| ATTENTION: David Zevely, District Manager | EMAIL: dzevely@burneywater.org | |
| ADDRESS: 20222 Hudson Street, Burney, CA 96013 | | |
| PROJECT TITLE: Washburn Bue Dog Park | | |
| APN: | CLIENT PROJECT NO: | |
| PROJECT DESCRIPTION: | | |
| Provide engineering services as stated below. | | |
| SCOPE OF SERVICES BY CONSULTANT: | | |
| See proposal letter dated November 2, 2022. | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| The CONSULTANT agrees to perform the above-described services for such services as follows: | r the CLIENT. The CLIENT agrees to compensate CONSULT | ANI |
| ☐ Lump-sum amount payable per Item 21: | | |
| | oits B and B-1) Estimated Fee: \$38,400 | |
| Other Describe: | · | |
| □ Special Billing Instructions: | | |
| This Agreement is subject to the Standard Provisions 1 through 50 colattached herewith and made a part hereof. Other exhibits not identifie | | ts |
| IN WITNESS WHEREOF, the parties hereto have accepted, made, ar hereinafter stated on pages 1 through 4 and on the referenced attache | | visions |
| CONSULTANT: | CLIENT: | |
| License No.: C 84911 | Ву: | |
| By: Jamin I Chamble | Print Name: <u>David Zevely</u> | |
| Name/Title: Jessica Chandler, Associate Engineer | Title: <u>District Manager</u> Date: | |
| Date: November 2, 2022 | • | |
| | Special District Form of doing business: Owner, Partnership, Corporation | |
| | i omi oi donig business. Owner, Farmership, Corporation | |

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Standard Provisions of Agreement

- 1. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.
- **2.** This Agreement shall not be assigned by either Client or Consultant without the prior written consent of the other.
- 3. This Agreement contains the entire Agreement between Client and Consultant relating to the project and the provision of services to the project. Any prior agreement, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both Client and Consultant.
- **4.** Consultant's waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant.
- **5.** If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding on Client and Consultant.
- **6.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- **7.** Consultant shall only act as an advisor in all governmental relations.
- **8.** All original papers, documents, drawings and other work product of Consultant, and copies thereof, produced by Consultant pursuant to this Agreement shall remain the property of Consultant and may be used by Consultant without the consent of Client. Upon request and payment of the costs involved, Client is entitled to a copy of all papers, documents, and drawings provided Client's account is paid current.
- **9.** Client acknowledges that its right to utilize the services and work product provided pursuant to this Agreement will continue only so long as Client is not in default pursuant to the terms and conditions of this Agreement. Client further acknowledges that Consultant has the unrestricted right to use the services provided pursuant to this Agreement as well as all work product provided pursuant to this Agreement.
- **10.** Client and Consultant agree to cooperate with each other in every way on the project.
- **11.** Upon request, Client shall execute and deliver, or cause to be executed and delivered, such additional instruments, documents, governmental fees and charges which are necessary to perform the terms of this Agreement.
- **12.** Consultant makes no representations concerning soil conditions unless specifically included in writing in this Agreement, and he is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing.
- 13. Client agrees not to use or permit any other person to use plans, drawings, or other work product prepared by Consultant, which plans, drawings, or other work product are not final and which are not signed, and stamped or sealed by Consultant. Client agrees to be liable and responsible for any such use of nonfinal plans, drawings, or other work product not signed and stamped or sealed by Consultant and waives liability against Consultant for their use. Client further agrees that final plans, drawings or other work product are for the exclusive use of Client and may be used by Client only for the project described on the face hereof. Such final plans, drawings or other work product may not be changed nor used on a different project without the written authorization or approval by Consultant. If Consultant's work product exists in electronic or computerized format, or is transferred in electronic or computerized format, the stamp, seal and signature shall be original and may not be a computer-generated copy, photocopy, or facsimile transmission of the original.

- 14. Consultant has a right to complete all services agreed to be rendered pursuant to this contract. In the event this Agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services performed. In the event all or any portion of the services or work product prepared or partially prepared by Consultant be suspended, abandoned, or terminated, Client shall pay Consultant for all fees, charges, and services provided for the project, not to exceed any contract limit specified herein. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by Client as extra services.
- 15. If the scope of services to be provided by Consultant pursuant to the terms of this agreement includes an ALTA survey, Client agrees that Consultant may sign one of the two ALTA Survey Statements attached hereto and incorporated herein by reference. In the event that Consultant is required to sign a statement or certificate which differs from the ALTA Survey Statements contained in the attachment, Client hereby agrees to indemnify and hold Consultant harmless from any and all liability arising from or resulting from the signing of any statement which differs from those statements contained in the attachment.
- 16. If the scope of services to be provided by Consultant pursuant to the terms of this Agreement include the preparation of grading plans but exclude construction staking services, Client acknowledges that such staking services normally include coordinating civil engineering services and the preparation of asbuilt drawings pursuant to Uniform Building Code Appendix, Chapter 33 or local grading ordinances and Client will be required to retain such services from another Consultant or pay Consultant pursuant to this Agreement for such services as extra work in accordance with Provision 26.
- 17. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this Agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United Stated Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this Agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court.
- **18.** This Agreement shall not be construed to alter, affect or waive any lien or stop notice right which Consultant may have for the performance of services pursuant to this Agreement. Client agrees to separately provide to Consultant the present name and address of the record owner of the property on which the project is to be located. Client also agrees to separately provide Consultant with the name and address of any and all lenders who would loan money on the project and who are entitled to receive a preliminary notice.
- **19.** If payment for Consultant's services is to be made on behalf of Client by a third-party lender, Client agrees that Consultant shall not be required to indemnify the third-party lender, in the form of an endorsement or otherwise, as a condition of receiving payment for services.
- **20.** If Client fails to pay Consultant within thirty (30) days after invoices are rendered, Client agrees Consultant shall have the right to consider such default in payment a material breach of this entire Agreement, and upon written notice, the duties, obligations, and responsibilities of Consultant under this Agreement are suspended or terminated. In such event, Client shall promptly pay Consultant for all fees, charges, and services provided by Consultant.

Consultant initials_____

- **21.** All fees and other charges will be billed monthly and shall be due at the time of billing unless otherwise specified in this Agreement. For lump sum work the amount due shall be based upon the Consultant's estimate of the percent complete at the time that the invoice is prepared.
- **22.** Client agrees that the periodic billings from Consultant to Client are correct, conclusive, and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in the billing.
- **23.** Client agrees to pay a monthly late payment charge, which will be the lesser of, one and one-fourth percent (11/4%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the original billing.
- **24.** If Consultant, pursuant to this Agreement, produces plans, specifications, or other documents and/or performs field services, and such plans, specifications, and other documents and/or field services are required by one or more governmental agency, and one or more such governmental agency changes its ordinances, policies, procedures or requirements after the date of this Agreement, any additional office or field services thereby required shall be paid for by Client as extra services.
- 25. In the event Consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labor agreement, or rise in the cost of living, during the lifetime of this Agreement, a percentage increase shall be applied to all remaining compensation.
- **26.** Client agrees that if Client requests services not specified pursuant to the scope of services description within this Agreement, Client agrees to pay for all such additional services as extra work.
- **27.** In the event the staking is destroyed, damaged or disturbed by an act of God or parties other than Consultant, the cost of restaking shall be paid for by Client as extra services.
- Client acknowledges that the design services performed pursuant to this Agreement are based upon field and other conditions existing at the time these services were performed. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications and other changes may be necessary to reflect changed field or other conditions. If the scope of services pursuant to this Agreement does not include construction staking services by Consultant for this project, or if subsequent to this Agreement Client retains other persons or entities to provide such staking services; or if the scope of services pursuant to this Agreement does not include onsite construction review, construction management, observation of construction of engineering structures, or other construction services for this project, or if subsequent to this Agreement Client retains other persons or entities to provide such construction services, then Client acknowledges that such services will be performed by others, and that Client will defend, indemnify, and hold Consultant harmless from any and all claims arising from or resulting from the performance of such services by other persons or entities except claims caused by the sole negligence or willful misconduct of Consultant; and from any and all claims arising from or resulting from clarifications, adjustments, modifications or other changes which may be necessary to reflect changed field or other conditions except claims caused by the sole negligence or willful misconduct of Consultant.
- **29.** Client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all

- other fees, permits, bond premiums, applicable taxes on professional services, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.
- **30.** Client acknowledges and agrees that if Consultant provides surveying services, which services require the filing of a Record of Survey in accordance with Business and Professions Code Section 8762, that all of the costs of preparation, examination and filing for the Record of Survey will be paid by Client as extra work in accordance with Provision 26.
- **31.** Consultant is not responsible for delay caused by activities or factors beyond Consultant's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns, or stoppages, accidents, acts of God, failure of Client to furnish timely information or approve or disapprove of Consultant's services or work product promptly, faulty performance by Client or other contractors or governmental agencies. When such delays beyond Consultant's reasonable control occur, Client agrees Consultant is not responsible in damages nor shall Consultant be deemed to be in default of this Agreement.
- **32.** Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. The Client agrees that it is the responsibility of the Client to maintain in good standing all government approvals and permits and to apply for any extensions thereof.
- **33.** Consultant makes no representation concerning the estimated quantities and probable costs made in connection with maps, plans, specifications, reports or drawings other than that all such costs are estimates only and actual costs will vary. It is the responsibility of Client to verify costs.
- **34.** Client acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.
- **35.** Consultant makes no warranty, either expressed or implied, as to his findings, recommendations, plans, specifications, or professional advice except that the services or work product were performed pursuant to generally accepted standards of practice in effect at the time of performance.
- **36.** Estimates of land areas provided under this Agreement are not to be considered precise unless Consultant specifically agrees to provide the precise determination of such areas.
- 37. In the event the Client agrees to, permits, authorizes, constructs or permits construction of changes in the plans, specifications and documents or does not follow recommendations or reports prepared by Consultant pursuant to this Agreement, which changes are not consented to in writing by Consultant, Client acknowledges that the changes and their effects are not the responsibility of Consultant and Client agrees to release Consultant from all liability arising from the use of such changes and further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, principals, agents and employees from and against all claims, demands, damages or costs arising from the changes and their effects.
- **38.** Client agrees that in accordance with generally accepted construction practices, construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours.

- **39.** In the event Client discovers or becomes aware of changed field or other conditions which necessitate clarification, adjustments, modifications or other changes during the construction phase of the project, Client agrees to notify Consultant and engage Consultant to prepare the necessary clarifications, adjustments, modifications or other changes to Consultant's services or work product before construction activities commence or further activity proceeds. Further, Client agrees to have a provision in its construction contracts for the project which requires the contractor to notify Client of any changed field or other conditions so that Client may in turn notify Consultant pursuant to the provisions of this paragraph.
- **40.** Client agrees to limit the liability of Consultant, its principals, employees and their subconsultants, to Client and to all contractors and subcontractors on the project, for any claim or action arising in tort, contract or strict liability, to the sum of \$50,000 or Consultant's fee, whichever is greater. Client and Consultant acknowledge that this provision was expressly negotiated and agreed upon.
- **41.** Client agrees to purchase and maintain, during the course of construction, builder's risk "all risk" insurance which will name Consultant as an additional insured as their interest may appear.
- **42.** Client acknowledges that Consultant's scope of services for this project does not include any services related in any way to asbestos and/or hazardous or toxic materials. Should Consultant or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect Consultant's services, Consultant may, at its option, terminate work on the project until such time as Client retains a specialist contractor to abate and/or remove the asbestos and/or hazardous or toxic materials and warrant that the job site is free from any hazard which may result from the existence of such materials.
- 43. The Client hereby agrees to bring no claim for negligence, breach of contract, strict liability, indemnity, delays or otherwise against the Consultant, its principals, employees, and agents if such claim, in any way, would involve the Consultant's services for the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or hazardous or toxic materials. Client further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, principals, employees and agents from any asbestos and/or hazardous or toxic material related claims that may be brought by third parties as a result of the services provided by the Consultant pursuant to this Agreement except claims caused by the sole negligence or willful misconduct of the Consultant.
- **44.** If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement or in any way connected with the performance of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, which fees may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which he may be entitled.
- **45.** Client agrees that in the event Client institutes litigation to enforce or interpret the provisions of this Agreement, such litigation is to be brought and adjudicated in the appropriate court in the county in which Consultant's principal place of business is located, and Client waives the right to bring, try or remove such litigation to any other county or judicial district.
- **46.** (a) Except for the provision of subdivision (b) and subdivision (c), and in an effort to resolve any conflicts that arise during the

design or construction of the project or following the completion of the project, the client and the Consultant agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation or other form of Alternative Dispute Resolution as agreed to by the parties.

The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and with other successive third parties including but not limited to construction contractors, lenders and homeowner associations and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

- (b) Subdivision (a) does not preclude or limit consultant's right to elect to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.
- (c) Subdivision (a) does not preclude or limit consultant's right to elect to perfect or enforce applicable mechanics lien remedies.
- 47. (a) Notwithstanding any other provision of this Agreement and except for the provisions of (b) and (c), if a dispute arises regarding Consultant's fees pursuant to this contract, and if the fee dispute cannot be settled pursuant to Provision 46, such dispute shall be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.
- (b) Subdivision (a) does not preclude or limit Consultant's right to elect to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.
- (c) Subdivision (a) does not preclude or limit Consultant's right to elect to perfect or enforce applicable mechanics lien remedies
- 48. Client agrees to reimburse the Consultant for any time and expense incurred for depositions or appearances at any legal proceedings requested by Client or duly authorized attorney, or when required by a subpoena or court action, as may be required from the Consultant performing work under this Agreement. Client agrees to indemnify and reimburse the Consultant for costs and expenses that may result in legal actions taken against the Consultant unless it is determined by a court of law that the Consultant was negligent in his services leading to such action. Consultant shall be paid by Client for such time and expense at his normal charge-out rate for professional services applicable at the time.
- **49.** Any applicable statute of limitations pertaining to all causes of action, latent or patent, shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of Substantial Completion.
- **50.** In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed underground conditions may occur that could affect total project cost and/or execution. These conditions and cost/execution effects are not the responsibility of Consultant.

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EXHIBIT A

Burney Water District Washburn Bue Dog Park Engineering Fee and Schedule November 2, 2022

| | | WORKDAYS | | | MONTHS | | | | | | | | | | | |
|--|---------------------------------|--------------------------------|--------------|----------------------|--------|---|---|---|---|---|---|---|---|----|----|----|
| WORK TASK | J. Chandler Project Engineer | T. Jones Senior Engineer | Office Staff | Category Subtotal | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| Task 1 - Final Design | | | | | | | | | | | | | | | | |
| 1 Develop construction documents and technical specifications | 3.0 | 3.0 | 1.0 | \$9,920 | | | | | | | | | | | | |
| Subtotal: | 3.0 | 3.0 | 1.0 | \$9,920 | | | | | | | | | | | | |
| Task 2 - Construction Administration | | | | | | | | | | | | | | | | |
| 1 Upload project to CIPList website and respond to RFIs | 0.5 | 0.5 | | \$1,556 | | | | | | | | | | | | i |
| 2 Review bids and issue Notice of Award | 1.0 | | | \$1,472 | | | | | | | | | | | | l |
| 3 Issue submittal checklist and review submittals | 0.5 | 0.5 | | \$1,556 | | | | | | | | | | | | |
| 4 Respond to Contractor's requests for information during construction | | 0.5 | | \$820 | | | | | | | | | | | | |
| 5 Review Contractor's monthly pay estimates | 2.0 | | | \$2,944 | | | | | | | | | | | | |
| 6 Provide change order oversight | 0.5 | 0.5 | | \$1,556 | | | | | | | | | | | | |
| 7 Provide record drawings | | 0.5 | | \$820 | | | | | | | | | | | | |
| 8 Prepare semi-annual Status Reports for grant funding | 2.0 | | 0.5 | \$3,236 | | | | | | | | | | | | i |
| 9 Prepare Project Completion Report and Notice of Completion | 3.0 | | 0.5 | \$4,708 | | | | | | | | | | | | |
| 10 Prepare Grant Payment request | 2.0 | | | \$2,944 | | | | | | | | | | | | |
| 11 Provide prevailing wage monitoring | 3.0 | | | \$4,416 | | | | | | | | | | | | |
| Subtotal: | 14.5 | 2.5 | 1.0 | \$26,028 | | | | | | • | | | | | | |
| TOTAL PERSON-DAYS: | 17.5 | 5.5 | 2.0 | | | | | | | | | | | | | |
| LABOR \$/DAY: | \$1,472 | \$1,640 | \$584 | | | | | | | | | | | | | |
| LABOR COST PER CLASSIFICATION: | \$25,760 | \$9,020 | \$1,168 | | | | | | | | | | | | | |
| PACE ENGINEERING PROPOSAL: | | | \$2,500 | | | | | | | | | | | | 1 | |
| TOTAL COST ESTIMATE: | | | \$38,400 | | | | | | • | | | | | | | |
| TOTAL GRANT REMAINING FOR CONSTRUCTION: | | | | \$139,552 | | | | | | | | | | | | |



Exhibit B STANDARD CHARGES FOR PROFESSIONAL SERVICES

Effective through December 31, 2022

| LABOR CLASSIFICATION | BILLING CLASS | HOURLY RATE | | | | |
|-----------------------------------|---------------|-------------|--|--|--|--|
| Senior Engineering Consultant | E8 | \$237 | | | | |
| Managing Engineer | E7 | \$237 | | | | |
| Principal Engineer/Surveyor | E6/LS6 | \$223 | | | | |
| Senior Engineer/Surveyor | E5/LS5 | \$205 | | | | |
| Associate Engineer/Surveyor | E4/LS4 | \$184 | | | | |
| Staff Engineer/Surveyor - Grade 3 | E3/LS3 | \$165 | | | | |
| Staff Engineer/Surveyor - Grade 2 | E2/LS2 | \$155 | | | | |
| Staff Engineer/Surveyor - Grade 1 | E1/LS1 | \$141 | | | | |
| Technician 4 | T4 | \$155 | | | | |
| Technician 3 | ТЗ | \$140 | | | | |
| Technician 2 | T2 | \$126 | | | | |
| Technician 1 | T1 | \$110 | | | | |
| One-Man Survey Crew | SC1 | \$260 | | | | |
| Two-Man Survey Crew | SC2 | \$331 | | | | |
| Two-Man Survey Crew (O/T) | SC2x | \$391 | | | | |
| Three-Man Survey Crew | SC3 | \$408 | | | | |
| Admin. Clerk 3 | AD3 | \$87 | | | | |
| Admin. Clerk 2 | AD2 | \$77 | | | | |
| Admin. Clerk 1 | AD1 | \$70 | | | | |

EXPENSES

Meals and Lodging: At cost (out-of-town and overnight work only).

Vehicle Transportation: Included in hourly rates unless specifically indicated otherwise in Agreement.

Hourly labor rates are applicable during travel to and from job site.

Express Mail/Federal Express: At cost.

Outside Services and Fees: At cost plus 10% administrative fee.

Computers, Plotters, and Electronic

Distance Measuring Instruments: Included in hourly rate.

Rates for expert witness services will be as set forth in the Engineering Agreement.

Rates are established on an annual basis and are subject to change from year to year.

Refer to Exhibit A-1 for hourly rates on prevailing wage projects.



Exhibit B-1 STANDARD CHARGES FOR <u>PREVAILING WAGE</u> PROFESSIONAL SERVICES

Effective through December 31, 2022

| LABOR CLASSIFICATION | HOURLY RATE |
|---|-------------|
| Prevailing Wage Group 2 - Construction Observer | \$200 |
| Prevailing Wage Group 2 - Construction Observer (O/T) | \$236 |
| Prevailing Wage Group 2 - Construction Observer (Double-Time) | \$271 |
| Prevailing Wage One-Man Survey Crew | \$307 |
| Prevailing Wage Two-Man Survey Crew | \$423 |
| Prevailing Wage Two-Man Survey Crew (O/T) | \$500 |
| Prevailing Wage Two-Man Survey Crew (2x O/T) | \$576 |
| Prevailing Wage Three-Man Survey Crew | \$559 |
| Prevailing Wage Three-Man Survey Crew (O/T) | \$658 |

EXPENSES

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Express Mail/Federal Express: At cost.

Outside Services and Fees: At cost plus 10% administrative fee.

Computers, Plotters, and Electronic

Distance Measuring Instruments: Included in hourly rate.

Rates for expert witness services will be as set forth in the Engineering Agreement.

Rates are established on an annual basis and are subject to change from year to year.