



City of Del Mar Staff Report



TO: Honorable Mayor and City Council Members

FROM: Mohsen Maali, Deputy Public Works Director
Kristen M. Crane, Assistant City Manager
Via Scott W. Huth, City Manager

DATE: October 1, 2018

SUBJECT: Award of an As-Needed Consulting Services Agreement with Lee & Ro, Inc. for the Citywide Undergrounding Project

REQUESTED ACTIONS:

It is recommended that the City Council approve the Consulting Service Agreement with Lee & Ro, Inc. (Attachment A) and authorize the City Manager to execute the Agreement.

DISCUSSION/ANALYSIS:

On August 31, 2018, in response to a publicly advertised Request for Proposals (RFP), the City received ten proposals for providing a wide range of professional services in support of and for managing the Citywide Undergrounding Project (UP). The scope of work for this RFP was developed in partnership with the City's Utility Undergrounding Project Advisory Committee (UUPAC) and is included as Exhibit A to the Agreement.

A review panel consisting of City staff and two members of the UUPAC was formed to review the ten proposals using qualification-based criteria, such as prior/current experience with similar types of utility undergrounding projects, local presence in the region, understanding the challenges a project of this nature and magnitude might encounter, and team synergy. The review panel shortlisted four firms as most qualified for interviews, which were held September 19, 2018.

The review panel determined Lee & Ro, Inc. to be the firm best-suited to meet the City's needs for this project. In particular, they have approximately ten years of experience working with the City of San Diego to provide assistance managing their project in a similar manner, including development of a master plan; overseeing design; construction management; and implementation of the communications program.

Since it is expected to take many years to complete the Citywide UP, it is envisioned that Lee & Ro will be managing many facets of this project on a long-term basis to maintain continuity and efficiency. The contract is structured to include an initial five-year period, with the option for two, five-year extensions. Work will be performed by the Consultant on an as-needed, task order basis in accordance with the rates included in Exhibit B to the Agreement.

Upon approval of the Agreement, the Consultant will be tasked with reviewing existing information; mapping the existing facilities; refining the project listing (districts);

City Council Action:

developing a work plan (i.e., Project Delivery Plan); starting the first design project (once selected); preparing the construction-ready projects to proceed to construction in FY 2019-2020; and further developing and beginning implementation of the recommended communications plan. Lee & Ro's work will also involve establishing project controls, such as tools for project and budget management to be used by their team and City staff to effectively manage the overall project.

FISCAL IMPACT

Over the life of the project, the value of this contract is expected to be at least several million dollars because it covers design, construction management, project management, and communication. The contract will be funded with Measure Q money (Account 40-6414-5900). Funds for these services will be included each year as part of the Measure Q budget. The anticipated amount of the contract for FY2018-2019 is \$150,000, which was included in the Measure Q budget approved by the City Council at their meeting on September 17, 2018. This amount was an estimation and may need to be revised once the Consultant is on board and the Project Development Plan is completed.

PRIOR CITY COUNCIL REVIEW:

On October 1, 2018, the City Council received an update report on the status of the UP and recommendations from the UUPAC, which included procuring consulting professional services for managing the undergrounding project.

NEXUS TO CITY COUNCIL GOALS AND PRIORITIES:

The Undergrounding Project is a City Council priority project.

ENVIRONMENTAL IMPACT:

This item is not subject to CEQA review.

ATTACHMENTS:

Attachment A – Consulting Services Agreement with Lee & Ro, Inc.

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF DEL MAR AND LEE & RO, INC. RELATED TO THE
UTILITY UNDERGROUNDING PROJECT**

This Consulting Services Agreement (“Agreement”) is made and entered into this 1st day of October 2018, by and between the City of Del Mar, a Charter City and a municipal corporation (“City”), and LEE & RO, INC. (“Consultant”) (collectively “Parties”).

WHEREAS, the City desires to employ a consultant to provide utility undergrounding-related services (“Consulting Services”). Said work is to be performed in accordance with the terms and conditions set forth below and as described in the scope of services, attached hereto as Exhibit “A” and incorporated herein; and

WHEREAS, based on the Consultant’s Proposal dated August 30, 2018, and subsequent presentation on September 9, 2018, the City has initially determined that Consultant is qualified by experience and ability to perform the services desired by City, and Consultant is willing to perform such services; and

WHEREAS, Consultant will conduct all the work as described and detailed in this Agreement to be provided to the City.

NOW, THEREFORE, the Parties hereto mutually covenant and agree with each other as follows:

1. CONSULTING SERVICES.

1.1. Scope of Services. The Consultant shall perform the Consulting Services as set forth in the written Scope of Services, attached hereto as **Exhibit “A”** and incorporated herein. To the extent the provisions of Exhibit “A” are ambiguous in relation to the provisions of this Agreement, inconsistent with the provisions of this Agreement, or expand upon the provisions of this Agreement, the provisions of this Agreement shall take precedence and the provisions of Exhibit “A” shall not apply. Such services shall be provided at the direction of the City.

1.2. Project Coordinator. The Deputy Public Works Director is hereby designated as the Project Coordinator for City and will monitor the progress and execution of this Agreement. Consultant shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for Consultant. Eric Lovering is hereby designated as the Project Director for Consultant. City shall provide Consultant access to appropriate staff and resources for the coordination and provision of services.

1.3. City Modification of Scope of Services. City may order changes to the Scope of Services within the general scope of this Agreement consisting of additions, deletions, or other revisions. If such changes cause a change in the Consultant’s cost of, or time required for, completion of the Scope of Services, an equitable adjustment to Consultant’s compensation and/or contract time shall be made, subject to the City’s approval. All such changes shall be authorized in writing, executed by Consultant and City. If such a change results in an extension of the term of this Agreement or increases the maximum amount to be paid under this Agreement, no such change shall have any force or effect unless an amendment to this Agreement is approved by the City Council.

2. DURATION OF AGREEMENT.

2.1. Term, Time for Performance. This Agreement shall be effective for a period of 5 years from the date of execution. This Agreement may be extended for up to two (2) additional

5-year terms upon written agreement of both parties with no less than thirty (30) days' notice prior to the expiration of the current term.

Time is of the essence for this Agreement and each provision of this Agreement, unless otherwise specified in this Agreement.

2.2. Delay. Any delay occasioned by causes beyond the control of Consultant may merit an extension of time for the completion of the Scope of Services. When such delay occurs, Consultant shall immediately notify the Project Coordinator in writing of the cause and the extent of the delay, whereupon the Project Coordinator shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the Consulting Services when justified by the circumstances provided that no extension of time shall be granted which would extend the time for performance beyond the date specified in section 2.1 above.

2.3. City's Right to Terminate for Default. Should Consultant be in default of any covenant or condition hereof, City may immediately terminate this Agreement for cause if Consultant fails to cure the default within ten (10) calendar days of receiving written notice of the default.

2.4. City's Right to Terminate without Cause. Without limiting its rights in the event of Consultant's default, City may terminate this Agreement, without cause, by giving written notice to Consultant. Such termination shall be effective upon receipt of the written notice. Consultant shall be compensated for all effort and material expended on behalf of City under the terms of this Agreement, up to the effective date of termination. All personal property remaining in City facilities or on City property thirty (30) days after the expiration or termination of this Agreement shall be, at City's election, considered the property of City.

3. PERFORMANCE AFTER TERMINATION. Upon termination of this Agreement as provided herein, Consultant shall, within such reasonable time period as may be directed by City Manager, complete those items of work which are in various stages of completion and which City Manager determines are necessary to be completed by Consultant to allow the project to be completed in a timely, logical, and orderly manner. Upon termination, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, and other materials prepared by Consultant shall be delivered to the City Manager, upon his request, as property of City.

4. COMPENSATION.

4.1. Rate Schedule. The compensation to Consultant shall be provided on a task order basis at the rates described in Exhibit "B" incorporated herein by this reference. To the extent the provisions of Exhibit "B" are ambiguous in relation to the provisions of this Agreement, inconsistent with the provisions of this Agreement, or expand upon the provisions of this Agreement, the provisions of this Agreement shall take precedence and the provisions of Exhibit "B" shall not apply. The Consultant shall bill the City for work provided and shall present a written request for such payment monthly. The City shall pay all invoices in arrears and shall in no event be required to pay for any services provided by Consultant in advance. The Consultant acknowledges that it is not guaranteed any particular amount of work. Consultant may propose annual rate increases based on changes in the Consumer Price Index (CPI), if any. However, any change to the Consultant rate must be agreed upon in advance by both Parties. The CPI will be derived from the publication of the U.S. Department of Labor Consumer Price Index for U.S. City average.

4.2. Additional Services. City may, as the need arises or in the event of an emergency, request additional services of Consultant. Should such additional services be

required, Compensation therefore shall be paid to the Consultant in accordance with Scope of Services contained in Exhibit "A." City and Consultant shall agree to the costs prior to commencement of such work.

5. INDEPENDENT CONTRACTOR. Consultant is, for all purposes arising out of this Agreement, an independent contractor. The Consultant has and shall retain the right to exercise full control and supervision of all persons assisting the Consultant in the performance of said services hereunder, the City only being concerned with the finished results of the work being performed. Neither Consultant nor Consultant's employees shall in any event be entitled to any benefits to which City employees are entitled, including, but not limited to, overtime, any retirement benefits, workers' compensation benefits, any injury leave or other leave benefits, Consultant being solely responsible for all such matters, as well as, compliance with social security and income tax withholding and all other regulations and laws governing such matters.

6. STATEMENT OF EXPERIENCE. Consultant agrees that it has the financial resources, service experience, completion ability, personnel, and experience in dealing with public agencies necessary for performing the Scope of Services and that such performance shall be in accordance with the standards customarily adhered to by an experienced and competent Consultant using the degree of care and skill ordinarily exercised by reputable Consultants practicing in the same field of service in the State of California. By executing this Agreement, Consultant represents that it has demonstrated trustworthiness and possesses the quality, fitness, and capacity to perform the Agreement in a manner satisfactory to City. Additionally, Consultant and all of Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

7. AUDIT OF RECORDS.

7.1. At any time during normal business hours and as often as may be deemed necessary, the Consultant shall make available to a representative of City for examination all of its records with respect to all matters covered by this Agreement and shall permit City to audit, examine, and/or reproduce such records. Consultant shall retain such financial and program service records for at least four (4) years after termination or final payment under this Agreement.

7.2. The Consultant shall include the City's right to audit under this section in any and all of their subcontracts and shall ensure that these sections are binding upon all subcontractors.

8. CONFIDENTIALITY. All Consulting services performed by Consultant, including, but not limited to, all drafts, data, correspondence, proposals, reports, research and estimates compiled or composed by Consultant, pursuant to this Agreement, are for the sole use of the City, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the City. This provision does not apply to information that (a) was publicly known, or otherwise known to Consultant, at the time that it was disclosed to Consultant by the City, (b) subsequently becomes publicly known through no act or omission of Consultant or (c) otherwise becomes known to Consultant other than through disclosure by the City. Except for any subcontractors that may be allowed upon prior agreement, neither the documents nor their contents shall be released to any third party without the prior written consent of the City. The sole purpose of this section is to prevent disclosure of City's confidential and proprietary information by Consultant or subcontractors.

9. CONFLICTS OF INTEREST.

9.1. Consultant shall at all times comply with all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices, including, but not limited to, California Government Code §§ 81000 et seq. (Political Reform Act) and §§ 1090 et seq. Consultant shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the City in which the Consultant has a

financial interest as defined in Government Code § 87103. Consultant represents that it has no knowledge of any financial interests, which would require it to disqualify itself from any matter on which it might perform services for the City.

9.2. Consultant shall comply with all of the reporting requirements of the Political Reform Act. The Consultant shall file a Fair Political Practices Commission Form 700 (Assuming Office Statement) within thirty (30) calendar days of the City's determination that the Consultant is subject to a conflict of interest code, if applicable. The Consultant shall also file a Form 700 (Annual Statement) on or before April 1, disclosing any financial interests held during the previous calendar year for which the Consultant was subject to a conflict of interest code.

9.3. If, in performing the Consulting Services set forth in this Agreement, the Consultant makes, or participates in, a "governmental decision" as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for the City that would otherwise be performed by a City employee holding a position specified in the department's conflict of interest code, the Consultant shall be subject to a conflict of interest code requiring the completion of one or more statements of economic interests disclosing the Consultant's relevant financial interests.

10. OWNERSHIP OF DOCUMENTS. All documents, data, studies, drawings, maps, models, photographs and reports prepared by Consultant under this Agreement shall be considered the property of City. Consultant shall be permitted to reference and use said materials for use in future studies, work, and marketing so long as said materials are considered "public documents" and are not subject to attorney-client privilege, or the subject of pending closed or executive session discussions.

11. INSURANCE

11.1. Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, their agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than "A" and "VII" and are admitted to do business in the State of California, unless otherwise approved in writing by the City's Risk Manager.

11.2. Consultant's liabilities, including but not limited to Consultant's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. All policies of insurance required hereunder must provide that the City is entitled to thirty (30) days prior written notice (ten (10) days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Maintenance of specified insurance coverage is a material element of this Agreement.

11.3. The Consultant shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

11.3.1. Commercial General Liability (CGL). Insurance written on an ISO Occurrence form CG 00 01 07 98 or equivalent providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of **\$1,000,000** per occurrence and subject to an annual aggregate of **\$2,000,000**. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

11.3.2. Commercial Automobile Liability. For all of the Consultant's automobiles including owned, hired and non-owned automobiles, automobile insurance written

on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of **\$300,000** per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

11.3.3. Workers' Compensation. For all of the Consultant's employees who are subject to this Agreement and to the extent required by applicable state or federal law, a Workers' Compensation policy providing at minimum **\$1,000,000** employers' liability coverage. The Consultant shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

11.3.4. Consulting Liability. Consulting liability (errors and omissions) coverage with a limit of **\$1,000,000** per claim and **\$2,000,000** annual aggregate. The Consultant shall ensure both that (1) the policy retroactive date is on or before the date of commencement of the Scope of Services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the Scope of Services or termination of this Agreement whichever occurs last. The Consultant agrees that for the period defined above, there will be no changes or endorsements to the policy that increase the City's exposure to loss. All defense costs shall be outside the limits of the policy.

11.4. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions are the responsibility of the Consultant and must be declared to and approved by the City. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers, or (2) the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

11.5. Additional Required Provisions. The commercial general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

11.5.1. The City, its officers, officials, employees, and representatives shall be named as additional insureds. The City's Additional Insured status must be reflected on additional insured endorsement form which shall be submitted to the City.

11.5.2. The policies are primary and non-contributory to any insurance that may be carried by the City, as reflected in an endorsement which shall be submitted to the City.

11.6. Verification of Coverage. Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this Section 11. The endorsement should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

12. DEFENSE AND INDEMNIFICATION.

12.1. Consultant agrees to indemnify, defend (with attorneys approved by City), and hold harmless the City, and its officers, officials, agents and employees (the "Indemnified Parties") from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the Consultant, its employees, agents, and subcontractors performance of services under this Agreement. Consultant's duty to indemnify under this section shall not include liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence or willful misconduct by the City or its elected officials, officers,

agents, and employees. Consultant's indemnification obligations shall not be limited by the insurance provisions of this Agreement. The Parties expressly agree that any payment, attorney's fees, costs or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense, or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

12.2. This indemnity is in addition to any other rights or remedies which City may have under the law or this Agreement. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, City may, at its sole discretion, reserve, retain or apply any monies due to Consultant under this Agreement for the purpose of resolving such claims; provided however, that City may release such funds if Consultant provides City with reasonable assurances of protection of the City's interest. The City shall, in its sole discretion determine whether such assurances are reasonable.

12.3. Consultant agrees that its duty to defend arises upon an allegation of liability based upon the performance of services under this Agreement by Consultant, its officers, agents, representatives, employees, sub-consultants, or anyone for whom Consultant is liable and that an adjudication of Consultant's liability is not a condition precedent to Consultant's duty to defend.

13. SUBCONTRACTORS.

13.1. The Consultant's hiring or retaining of third parties (i.e. subcontractors) to perform services related to the Project is subject to prior approval by the City.

13.2. All contracts entered into between the Consultant and its subcontractor shall also provide that each subcontractor shall obtain insurance policies, which shall be kept in full force and effect during any and all work on this Project and for the duration of this Agreement. The Consultant shall require the subcontractor to obtain all policies described in section 11 of this Agreement in the amounts required by the City, which shall not be greater than the amounts required of the Consultant.

13.3. In any dispute between the Consultant and its subconsultants, the City shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The Consultant agrees to defend and indemnify the City as described in section 12 of this Agreement should the City be made a party to any judicial or administrative proceeding to resolve any such dispute or should the City incur any costs in responding to third-party discovery requests.

14. NON-DISCRIMINATION. Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, military or veteran status, gender, gender identity, gender expression, sexual orientation, or any other class protected under state, federal, or local law. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to any class or category protected under state, federal, or local law and shall make reasonable accommodation to qualified individuals with disabilities. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places available to employees and applicants for employment any notices provided by City setting forth the provisions of this non-discrimination clause.

15. ASSIGNABILITY. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the Consultant's duties be delegated or sub-contracted, without the express written consent of the City.

16. RESPONSIBILITY FOR EQUIPMENT. City shall not be responsible nor held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by Consultant or any of Consultant's employees or subcontractors, even if such equipment has been furnished, rented, or loaned to Consultant by City. The acceptance or use of any such equipment by Consultant, Consultant's employees, or subcontractors shall be construed to mean that Consultant accepts full responsibility for and agrees to exonerate, indemnify and hold harmless City from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.

17. CALIFORNIA LAW; VENUE/MISC. This Agreement shall be construed and interpreted according to the laws of the State of California. Any action brought to enforce or interpret any portion of this Agreement shall be brought in the county of San Diego, California. Consultant hereby waives any and all rights it might have pursuant to California Code of Civil Procedure section 394.

18. COMPLIANCE WITH LAWS. The Consultant shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement, including California Labor Code section 1720, et seq., relating to payment of prevailing wages for public works projects, if applicable. Consultant shall indemnify and defend the Indemnified Parties from and against any liability incurred due to any failure on the part of Consultant to comply with any applicable Laws.

To the extent Consultant is required to comply with prevailing wage requirements, Consultant does hereby acknowledge that they are aware of, have read, and understand the terms and implications of SB 854 and Consultant and any subconsultants ensure that they are familiar with and comply with its requirements. Such requirements include, but are not limited to, the registration requirement with the Department of Industrial Relations, State of California (DIR), pursuant to Labor Code section 1725.5. As of March 1, 2015, in compliance with SB 854, the City requires all affected contractors and consultants to be registered with the DIR prior to submitting a bid or proposal on any eligible District project. As of April 1, 2015, failure to comply with the requirements of SB 854 by any contractor or consultant, including registration with the DIR pursuant to Labor Code section 1725.5, shall be a material breach of this Agreement which may be terminated by the City in its sole and absolute discretion. Where applicable, this project is subject to compliance monitoring and enforcement by the DIR.

19. CONSULTANT'S CERTIFICATION OF AWARENESS OF IMMIGRATION REFORM AND CONTROL ACT OF 1986. Consultant certifies that Consultant is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC §§ 1101-1525) and has complied and will comply with these requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors, and consultants that are included in this Agreement.

20. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding of the Parties with respect to the subject matters herein. There are no other understandings, terms or other agreements expressed or implied, oral or written, except as set forth herein.

21. AMENDMENTS. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless agreed to in writing by both Parties.

22. NO WAIVER. No failure of either the City or the Consultant to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement shall constitute a waiver of any such breach of such covenant, term or condition.

23. SEVERABILITY. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid, or illegal.

24. DRAFTING AMBIGUITIES. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

25. LEGAL FEES. In the event of the bringing of any action or suit by either party hereto against the other party hereunder to enforce or interpret any of the provisions, covenants or conditions of this Agreement, or arising out of any tortious conduct by either party incident to this Agreement, the prevailing party in such action or suit shall be entitled to recover all costs and expenses of suit, including reasonable attorneys' fees. In any action or suit brought to enforce this Agreement, the damages available shall be limited to specific performance or other such equitable relief that the court may order.

26. CONFLICTS BETWEEN TERMS. If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

27. EXHIBITS INCORPORATED. All Exhibits referenced in this Agreement are incorporated into the Agreement by this reference.

28. SIGNING AUTHORITY. The representative for each Party signing on behalf of a corporation, partnership, joint venture, or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

29. NOTICES. All communications to either party by the other party shall be delivered to the persons listed below. Any such written communications by mail shall be conclusively deemed to have been received by the addressee five (5) calendar days after the deposit thereof in the United States Mail, postage prepaid and properly addressed as noted below.

City of Del Mar:
Joe Bride, PE
Public Works Department
2240 Jimmy Durante Blvd.
Del Mar, CA 92014
858-704-3681
jbride@delmar.ca.us

Consultant:
Dhiru Patel, PE – President
LEE & RO, Inc.
10640 Scripps Ranch Blvd. Suite 150
San Diego, CA 92131
(858)558-4411
dhiru.patel@lee-ro.com

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

CITY OF DEL MAR,
a municipal corporation

LEE & RO, INC.

By: _____
Scott W. Huth, City Manager

By: _____
Dhiru Patel, PE – President

APPROVED AS TO FORM:

Leslie E. Devaney, City Attorney

ATTEST:

Ashley Jones, Administrative Services
Director/City Clerk

EXHIBIT A
SCOPE OF SERVICES

1. INTRODUCTION

In November 2016, the voters of the City of Del Mar passed a one-cent sales tax measure to generate revenue for community improvement projects. One project envisioned for these funds is undergrounding all utility poles Citywide. This would be a multi-year project, to be phased most likely one or two neighborhood projects under construction at one time, and one or two neighborhoods in the design phase. Initial feedback from SDG&E is that the design process for each individual neighborhood will take 6-12 months, followed by approximately 1 year of construction. The program will also involve coordinating with other City capital improvement projects (such as roadway resurfacing and underground water/sewer utility work) and potentially involve designing to include adding additional City-owned conduit for future fiber/data connectivity.

The City is interested in hiring a consultant to assist with developing and implementing all facets of the program, based on the recommendations of the City Council-appointed Utility Undergrounding Project Advisory Committee (UUPAC) and the policy direction of the City Council, including project management, utility coordination, public communication, and construction management. It is envisioned that the Consultant would be a partner working with City staff to coordinate with the utilities, to interact with property owners and residents, to oversee the design process and to oversee construction. This is also anticipated to including managing the public outreach aspects of the project. As a long-term partner with the City on this endeavor, the City seeks to hire a consulting firm that demonstrates a strong spirit of collaboration, attention to detail, and customer service.

2. GENERAL

The Consultant shall provide an array of hourly based professional services to support the City's Utilities Undergrounding Program (UUP) on Task Order basis. At a minimum, the Consultant must be able to perform work in the anticipated general areas delineated below. These areas are not exclusive or exhaustive, and additional areas may be identified in the future.

3. PLANNING

- A. Assist the City with the refinement of its program-wide assessment framework and processes.
- B. Assist the City in the preparation of a multi-year document (i.e., Master Plan) that provides a conceptual layout to guide undergrounding of the overhead utilities within the City limits. The master plan shall include analysis and recommendations for all aspects of the UUP e.g., policy formulation, funding, scheduling, prioritization, goal setting, public outreach, implementation, and tracking UUP projects.
- C. Assist staff in the negotiations with utility owners and agencies with jurisdiction over the UUP projects.
- D. Assist staff in coordination and negotiations with property owners for right of entry, financial responsibilities, and coordination of work on private property.

4. PROGRAM FACILITATION AND COMMUNITY OUTREACH

- A. Plan for and manage public information and outreach activities with various stakeholder groups and at various phases of the project
- B. Provide facilitation and conflict resolution services to support the implementation of the UUP activities including support in meetings and other forums involving the private constituents, community groups, City staff, Council committees, and other agencies.

- C. Manage processing of agreements with private property owners e.g., property access and financial responsibilities.

5. CIVIL ENGINEERING DESIGN

- A. Provide design of electrical and communications utility infrastructure such as buried electrical conduit installations associated with streetlight work and utility service connections to private property, with deliverables that may include engineering plans, specifications, and estimates using City SDG&E engineering standards.
- B. Provide design review of electrical and communications utility infrastructure project plans and specifications.
- C. Provide structural analyses to support civil design and construction.
- D. Provide geotechnical analyses to support civil design and construction.
- E. Update City records i.e., as-built.

6. PROJECT MANAGEMENT

- A. Project Management Support:
 - Define Project Scope
 - Develop Project Schedule
 - Estimate Project Budget
 - Analyze Project Schedule and Budget Performance
 - Assist with Project Implementation and Coordination
 - Program Analyses and Forecasting
 - Environmental Compliance Oversight and Coordination
 - Measuring Performance (of external parties performing design and construction using structured performance evaluation criteria)
- B. Tracking and Reporting:
 - Provide programmatic project schedule support to monitor and track the execution of City, SDG&E and other utility company work.
 - Assist with the evaluation of database needs and making appropriate recommendations to facilitate assessment and reporting; this task may include coordination efforts to establish a more integrated City-wide database and network.
 - Maintain data in GIS e.g., geographic and tabular data systems.
 - Prepare various written reports and presentations for internal City departments and offices on the UUP.
 - Maintain project record files.
 - Attend UUPAC and other meetings as needed.

7. CONSTRUCTION MANAGEMENT SERVICES

- A. Provide project related coordination services including coordination with various Consultants, City departments, individual property owners, private utilities and the broader public.
- B. Prepare meeting materials and attend construction meetings.
- C. Inspect UUP project construction sites and confirm that construction is built per design.
- D. Identify and process project construction changes.
- E. Prepare Storm Water Pollution Prevention Plans.
- F. Review and process Consultant billings for payment purposes.

8. ELECTRICAL ENGINEERING AND INSPECTION SERVICES

- A. Develop and review plans for underground conversion of SDG&E electrical distribution networks and services, which may include coordinating with SDG&E's various department on engineering and construction related matters.

- B. Field verify existing conditions for private property conversions to include identifying corrective work to require of property owners to meet electrical codes and provide panel accessibility, which may require bilingual skills to communicate with property owners.
- C. Design and inspect overhead to underground electrical services conversions which requires extensive coordination with property owners.

9. **ENVIRONMENTAL ASSESSMENT AND PERMITTING SERVICES**

- A. Conduct technical and environmental studies, investigations, and reports to support design and construction efforts in the following disciplines:
 - Environmental Studies, Monitoring and Surveys
 - Biology & Habitat Assessment
 - Native American/Archeology/Cultural Resources
 - Paleontology
 - Noise

**EXHIBIT B
FEE SCHEDULE**

1199 South Fullerton Road, City of Industry, CA 91748

Tel: (626) 912-3391

Fax: (626) 912-2015

www.LEE-RO.com



August 30, 2018

Mr. Joe Bride
City of Del Mar
Public Works Department
2240 Jimmy Durante Boulevard
Del Mar, CA 92014

Subject: Proposal for As-Needed Professional Consulting Services for Utility Undergrounding Program

Dear Mr. Bride:

In accordance with the instructions in the RFP, LEE & RO submits our team's cost proposal for the subject project in a sealed envelope.

The team's billing rates are included as:

- Exhibit 1 - LEE & RO's Hourly Billing Rate Schedule**
- Exhibit 2 - LEE & RO's Other Direct Costs (ODC) Billing Rate Schedule**
- Exhibit 3 - AIR X s Hourly Billing Rate Schedule**
- Exhibit 4 - AIR X s & Other Direct Costs (ODC) Billing Rate Schedule**
- Exhibit 5 - Allied Geotechnical Engineers, Inc. 2017-2018 Schedule of Fees**
- Exhibit 6 - City Works' Rate Structure**
- Exhibit 7 - GSI's Wage Rates**
- Exhibit 8 - Phazer Electric Inc.'s Hourly Billing Rate Schedule**
- Exhibit 9 - Red Tail Environmental's 2018 Rate Sheet**

If you have any questions or comments regarding this proposal, please do not hesitate to contact me.

Respectfully Submitted,

LEE & RO, Inc.

A handwritten signature in blue ink, appearing to read 'Dhiru Patel', is written over a light blue circular stamp.

Dhiru Patel, PE
President

EXHIBIT 1
LEE & RO, Inc.
HOURLY BILLING RATE SCHEDULE
Effective from November 1, 2017 to October 31, 2018

PERSONNEL CLASSIFICATION			BILLING RATES (\$/HOUR)
ENGINEERS			
Engineer 8	E8	Managing Engineer	\$235
Engineer 7	E7	Supervising Engineer	\$212
Engineer 6	E6	Principal Engineer	\$191
Engineer 5	E5	Senior Engineer	\$173
Engineer 4	E4	Engineer	\$157
Engineer 3	E3	Associate Engineer	\$140
Engineer 2	E2	Assistant Engineer	\$124
Engineer 1	E1	Junior Engineer	\$108
CAD / DESIGNERS			
Designer 6	T6	Principal Designer	\$157
Designer 5	T5	Senior Designer	\$140
Designer 4	T4	Designer	\$124
Designer 3	T3	Associate Designer	\$108
Designer 2	T2	Assistant Designer	\$93
Designer 1	T1	Junior Designer	\$80
FIELD PROFESSIONALS			
Field Professional 6	F6	Construction Manager	\$191
Field Professional 5	F5	Senior Resident Engineer	\$173
Field Professional 4	F4	Resident Engineer	\$157
Field Professional 3	F3	Senior Inspector	\$140
Field Professional 2	F2	Inspector	\$124
Field Professional 1	F1	Assistant Inspector	\$108
ADMINISTRATIVE			
Administrative 4	A4	Administrative Supervisor	\$124
Administrative 3	A3	Senior Word Processor	\$108
Administrative 2	A2	Word Processor	\$93
Administrative 1	A1	Administrative Assistant	\$80

Note: Billing rates are subject to change at the beginning of the fiscal year (November 1st)



EXHIBIT 2
LEE & RO, Inc.
OTHER DIRECT COSTS (ODC) BILLING RATE SCHEDULE
Effective from November 1, 2017 to October 31, 2018

Automobile Mileage	IRS Published Rate
In-house Reproduction	\$0.08 / sheet (8.5 x 11 Bond B & W)
	\$0.20 / sheet (8.5 x 11 Bond Color)
	\$0.15 / sheet (11 x 17 Bond B & W)
	\$0.50 / sheet (11 x 17 Color)
	\$1.20 / sheet (24 x 36 Bond)
Mylar Original Drawing	\$7.50 / sheet (24 x 36 or 22 x 34)
Computers & Work Stations	No Charge
Subconsultant Mark-up	Subconsultant Invoice Amount Plus 5%, Unless Client Specifies Otherwise
Bulk Reproduction by Outside Printing Firm	Invoice Amount Plus 10% Handling Charge
Overnight Mailing, Air Fare, Project-Specific Software, or Equipment Rental, etc.	At Cost

Note: Billing rates are subject to change at the beginning of the fiscal year (November 1st)



EXHIBIT 3

City of Del Mar
 As-Needed Professional Consulting Services for Utility Undergrounding Program
 Contract # RFP 2018-18
 8/27/2018

Labor Classification	Hourly Rate
Locator	\$126.00
Potholer Lead	\$115.00
Potholer	\$98.00
Traffic Control Flagger/Technician Lead	\$116.00
Traffic Control Flagger/Technician	\$98.00
Permit Processor	\$92.00
Report Drafter	\$92.00
Project Manager	\$165.00

Additional Notes, Fees & Exclusions:

(*) All mobilization is charged portal to portal.

• This is an estimate only based on limited information provided. **Adjustments, changes and response to actual field conditions may incur added costs.**

Final invoicing will reflect actual work hours performed, materials utilized and services provided.

- **These rates include Standard wage rates only and does not include Fringe.**
- **These rates are valid from 1/1/2019 to 12/31/2024.**
- Potholing and Excavation rate applies to typical conditions of asphalt or concrete surface material 6" - 8" in depth and digable soil conditions. Excessive surface material, concrete beneath asphalt, cobble, dense clay, CTB base, slurry, caliche or other medium will incur added time and cost and affect schedule of work.
- **Utility Locating: *Minimum charge of 2 man hours for Locating.* CCTV Rates are based on typical conditions. Conditions such as standard elbows, size of pipe and limited or no accessibility may prevent CCTV locating & inspection of utility. CCTV pricing excludes jetting of pipe.**
- **Utility Re-Marking: *Utilities previously marked and subsequently lost due to conditions beyond our control* (as in the case of street repavement) shall not be the responsibility of AirX. Re-marking will be charged at the rate indicated on this estimate.**
- Traffic control and Right of Way plan drawing is on 11"x17" sheets. If D Sheets are required, additional fees will apply.
- Permit fees for right of way or traffic control permit review and deposits, are in addition to the Estimate Total. These fees will be paid by AirX and charged back to the Client at cost plus 10%. AirX cannot guarantee turn-around times for permit process.

- Standard traffic control includes all signs, cones, barricades, sign stands and caution tape and 1 arrow-board unless otherwise specified. Specialty equipment such as non-typical signage, crash barrels, message boards or K-Rail are additional.

- **Project Management: Includes USA mark-out & standby coordination, QA & QC of pothole locations and Pre-Con Meeting.**

- **Materials: Pricing allows for backfill of sand, dirt, and 1-Sack cement slurry. Also includes patching with AC Cold Patch or Quick Set Concrete or a quality permanent patch with Aquaphalt only. Use of Aquaphalt product is dependent upon Agency acceptance and guaranteed for 3 years. Please request quote if other patching material or AC Hot Mix/Grinding is required.**

- **Railroad Right of Way:** Railroad Protective Liability Insurance will be required for all work within railroad right of way and may require Railroad-designated flagging and utility mark-out personnel. Coordination of personnel may affect schedule of work. Final fees will be paid for by AIRX and charged back to the Client at cost plus 10%.
- **Hazardous Spoils:** Testing, Storage, and Disposal of any material, hazardous or otherwise, will incur additional charge and based on project requirements. If required, fees be will be paid for by AirX and charged back to the Client at cost plus 10%.

- **If air excavation is used, pricing assumes that spoils will be placed back into the hole onsite as backfill. If offsite disposal is required, an additional fee will incur.**
- Specialty training due to project requirements may incur added time and cost and affect schedule of work.
- Work within Caltrans, railroad, environmentally sensitive or contaminated areas may incur additional costs.
- Night work, if required, will incur additional cost for balloon lighting, generators and barricade lights.
- All rates are based on a standard 40-hour work week. Overtime, doubletime or holiday rates will apply if applicable.
- Payment terms are 30 days from date of invoice, plus 1.5% per month thereafter.
- Standard traffic control includes all signs, cones, barricades, sign stands and caution tape and 1 arrow-board unless otherwise specified. Specialty equipment such as non-typical signage, crash barrels, message boards or K-Rail are additional.

SCHEDULE OF OTHER DIRECT COST ITEMS

SUBCONSULTANT (1)			SUBCONSULTANT (1)		
DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST
Special Tooling			Special Tooling		
A. Reproduction (Report) Postage/Delivery	Each	\$80	O. Testing of containers (Cost + 10%)	10%	N/A
B. Vacuum Truck	Per Day	\$450	P. Agency Permit Fees (Cost + 10%)	10%	N/A
C. Support Truck w/ Comp & Equip & Temp. Cold Patch	Per Day	\$290	Q. Other Equipment (Cost + 10%)	10%	N/A
D. Locator Truck w/ Equip	Per Day	\$425			
E. CCTV or Hydro Jet Truck W/Equip	Per Day	\$480			
F. Traffic Cont. Minimal (W/out TC & ROW plan)	Each	\$105			
Excludes permit processing & Caltrans					
G. Traffic Cont. bike lane, shoulder, narrow lane	Each	\$265			
Excludes permit processing & Caltrans					
H. Traffic Cont. standard lane closure w/arrow board, 500' tapers	Each	\$370			
Excludes permit processing & Caltrans					
I. Traffic Cont. intersections, multiple lane closures or large setups	Each	\$690			
Excludes permit processing & Caltrans					
J. Night Work Added Fee	Per Night	\$320			
K. AC Hot Box	Per Day	\$370	Travel		
L. Skid Steer & Roller w/ grinder attachment	Per Day	\$640	A. Travel/Mileage/Parking		
M. Materials (Cost + 10%)	Each	\$120	B. Hotel		
N. Disposal of Spoils (Non-Hazardous Only)	Per Load	\$265	C. Per Diem (Subsistence)		

Additional Notes, Fees & Exclusions:

(*) All mobilization is charged portal to portal.

- This estimate **excludes** the provision for prevailing wage. *If required, please request new quote.*
- This is an estimate only based on limited information provided. **Adjustments, changes and response to actual field conditions may incur added costs.**
Final invoicing will reflect actual work hours performed, materials utilized and services provided.
- Potholing and Excavation rate applies to typical conditions of asphalt or concrete surface material 6" - 8" in depth and digable soil conditions. Excessive surface material, concrete beneath asphalt, cobble, dense clay, CTB base, slurry, caliche or other medium will incur added time and cost and affect schedule of work.
- **Utility Locating: Minimum charge of 2 man hours for Locating.** CCTV Rates are based on typical conditions. Conditions such as standard elbows, size of pipe and limited or no accessibility may prevent CCTV locating & inspection of utility. CCTV pricing excludes jetting of pipe.
- **Utility Re-Marking:** Utilities previously marked and subsequently lost due to conditions beyond our control (as in the case of street repavement) shall not be the responsibility of AirX. Re-marking will be charged at the rate indicated on this estimate.
- Traffic control and Right of Way plan drawing is on 11"x17" sheets. If D Sheets are required, additional fees will apply.
- Permit fees for right of way or traffic control permit review and deposits, are in addition to the Estimate Total. These fees will be paid by AirX and charged back to the Client at cost plus 10%. AirX cannot guarantee turn-around times for permit process.

- Standard traffic control includes all signs, cones, barricades, sign stands and caution tape and 1 arrow-board unless otherwise specified. Specialty equipment such as non-typical signage, crash barrels, message boards or K-Rail are additional.
- **P** **roject Management includes USA mark-out & standby coordination, QA & QC of pothole locations and Pre-Con Meeting.**
- **M** **aterials Pricing allows for backfill of sand, dirt, and 1-Sack cement slurry. Also includes patching with AC Cold Patch or Quick Set Concrete or a quality permanent patch with Aquaphalt only.** Use of Aquaphalt product is dependent upon Agency acceptance and guaranteed for 3 years. Please request quote if other patching material or AC Hot Mix/Grinding is required.
- **Railroad Right of Way:** Railroad Protective Liability Insurance will be required for all work within railroad right of way and may require Railroad-designated flagging and utility mark-out personnel. Coordination of personnel may affect schedule of work. Final fees will be paid for by AIRX and charged back to the Client at cost plus 10%.
- **Hazardous Spoils:** Testing, Storage, and Disposal of any material, hazardous or otherwise, will incur additional charge and based on project requirements. If required, fees be will be paid for by AirX and charged back to the Client at cost plus 10%.
- **If air excavation is used, pricing assumes that spoils will be placed back into the hole onsite as backfill. If offsite disposal is required, an additional fee will incur.**
- Specialty training due to project requirements may incur added time and cost and affect schedule of work.
- Work within Caltrans, railroad, environmentally sensitive or contaminated areas may incur additional costs.
- Night work, if required, will incur additional cost for balloon lighting, generators and barricade lights.
- All rates are based on a standard 40-hour work week. Overtime, doubletime or holiday rates will apply if applicable.

EXHIBIT 5

ALLIED GEOTECHNICAL ENGINEERS, INC.
2017-2018 SCHEDULE OF FEES

PROFESSIONAL, TECHNICAL AND SUPPORT SERVICES

<u>Personnel Classification</u>	<u>Hourly Rate</u>
Principal.....	\$ 175
Senior Professional.	\$ 150
Project Professional.....	\$ 130
Staff Professional.....	\$ 100
Field Inspector ⁽¹⁾	\$ 120.95
Laboratory Technician.....	\$ 98
Draftsperson/Technical Illustrator ⁽¹⁾	\$ 75
Clerical/Word Processing ⁽¹⁾	\$ 63

GENERAL NOTES:

1. For non-exempt personnel (those identified with an asterisk) overtime will be charged at 1.5 times the above-listed hourly rates. Overtime is defined as time spent on project-related tasks in excess of eight (8) hours per day or on weekends and holidays.
2. Charges for project-related travel expenses will be billed at a daily rate of \$70 per vehicle for projects which require continuous and full time inspection and testing services or at \$0.56 per mile for incidental use. Travel time required to provide services is charged at the appropriate labor hourly rate.
3. Services provided by subcontractors or subconsultants, equipment rental, outside printing of photographs and blueprints, and any other project-related direct expenses will be charged at cost.
4. There will be a minimum 4-hour charge for field site visit and/or testing services.

ALLIED GEOTECHNICAL ENGINEERS, INC.

LABORATORY SOIL TESTING

<u>ASTM or Other</u>	<u>Soil Testing</u>	<u>Unit Price</u>
<u>Test Designation</u>		

CLASSIFICATION OF SOILS

D2487	Unified Classification.	\$ 135.00
D2488	Visual Classification.	\$ 45.00

PLASTICITY TESTS AND
EXPANSION POTENTIAL

D4318	Plasticity Index (including LL and PL)	\$ 110.00
D4829	Expansion Index.....	\$ 145.00

DRY DENSITY AND MOISTURE CONTENT

D2937	Ring or Core Samples.	\$ 45.00
D1188	Waxed Chunk Sample.	\$ 50.00
D2216	Moisture Content Only.....	\$ 25.00

ALLIED GEOTECHNICAL ENGINEERS, INC.

AGE Schedule of Fees (2017 - 2018)

Page 3 of 5

<u>ASTM or Other Test Designation</u>	<u>Soil Testing</u>	<u>Unit Price</u>
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CONSOLIDATION TESTING

D2435	Consolidation Test - Standard test suite including sample preparation and setup.....	\$ 85/Pt
D2435	Time-Rate Consolidation.....	\$ 95/Pt

MAXIMUM DENSITY AND OPTIMUM MOISTURE
CONTENT

D1557	(4-inch mold).....	\$ 155.00
	D1557 (6-inch mold).....	\$ 180.00
	Single Point.....	\$ 70.00
D4253	Maximum Index Density.....	\$ 155.00
D4254	Minimum Index Density.....	\$ 155.00

GRAIN SIZE DISTRIBUTION

D422	Fraction Between #4 and #200 Screen (wet).....	\$ 95.00
D422	Mechanical and Hydrometer Analysis (#4 to finer than #200).....	\$ 165.00
C136	Sieve Analysis of Aggregates.....	\$ 180.00
	Bulk Gradation.....	\$ 2,500.00

ALLIED GEOTECHNICAL ENGINEERS, INC.

AGE Schedule of Fees (2017 - 2018)

Page 4 of 5

<u>ASTM or Other Test Designation</u>	<u>Soil Testing</u>	<u>Unit Price</u>
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SOIL STRENGTH DETERMINATION

D3080	Direct Shear Test.	\$ 130/Pt
	Triaxial Shear Test.....	Quotation
	Residual Shear.....	Quotation
D2166	Unconfined Compression.....	\$ 240.00

SOIL-ROAD MATERIALS

D1883	California Bearing Ratio (Static Method).	Quotation
	California Bearing Ratio (Corps of Engineering Method).....	Quotation
CAL301	Resistance Value ("R" Value).	\$ 360.00

MISCELLANEOUS TESTS

CAL217	Sand Equivalent Value.....	\$ 90.00
D854	Specific Gravity of Soil.	\$ 85.00
CAL 643, 417 & 422	pH and Resistivity, Soluble Sulfate & Chloride.	\$ 165.00

ALLIED GEOTECHNICAL ENGINEERS, INC.

GENERAL NOTES:

1. Unit prices for standard laboratory tests are for laboratory work only and do not include technical oversight of the testing program, plotting of test data, and interpretation of test results. Charges for these services will be at the hourly rates for the classification of labor involved. Furthermore, for some tests, additional charges may be incurred for sample handling, preparation, and remolding, etc.
2. All samples will be disposed of three (3) weeks after completion of testing unless prior arrangements have been made and agreed upon. Upon request, samples can be delivered to the Client at an additional cost or, at the Client's request, long-term storage can be provided at a pre-paid storage fee.

Rate Structure 2018

Roles and Rates

- Partner for Communications or Architecture: \$225/hr
- Senior Account Manager: \$160
- Project Architect: \$165/hr
- Art Director: \$150/hr
- Senior Designer: \$125/hr
- Account Manager: \$125/hr
- Design Associate: \$90/hr
- Outreach Associate: \$85/hr
- Project Assistant: \$65/hr

NOTES:

3% annual increases

hourly rates do not include other direct costs that a project may need



EXHIBIT 7

2018 WAGE RATES (Effective thru December 31st, 2018)

Fees for services performed by GIS Surveyors, Inc (GSI) in addition to the tasks specifically defined shall be negotiated on the basis of the following Schedule of Fees. Prior to GSI performing such extra work, the Client will agree to such extra work and additional fees in writing.

Surveying

Staff Member	Hourly Rate
Principal	\$195.00
Survey Project Manager	\$180.00
Sr. Project Surveyor	\$170.00
Project Surveyor	\$160.00
Two Man Survey Crew	\$235.00
One Man Survey Crew with GPS or Robotics	\$165.00
Three Mans Survey Crew	\$320.00
Sr. Survey Technician	\$145.00
Survey Technician	\$125.00
Senior CAD Technician	\$110.00
Junior CAD Technician	\$95.00

GIS/CAD Support Services

Staff Member	Hourly Rate
GIS Project Manager	\$145.00
CAD (AutoDesk) Specialist	\$125.00
GIS Specialist	\$115.00
GIS Technician	\$95.00

Clerical

Staff Member	Hourly Rate
Administrative Assistant	\$65.00

EXHIBIT 8

Phazer Electric Inc. Hourly Billing Rate Schedule

Sr Designer:	\$135/hr
Designer:	\$130/hr
Service Orders Planner:	\$120/hr
Drafter:	\$75/hr



Red Tail Environmental 2018 Rate Sheet

Personnel	Regular Hourly Rate	Overtime Hourly Rate
Archaeological Principal Investigator / Project Manager	\$115.00	-
Senior Archaeologist	\$90.00	\$135.00
Associate Archaeologist II	\$75.00	\$112.50
Associate Archaeologist I	\$60.00	\$90.00
Native American Monitor Project Manager	\$115.00	-
Native American Monitor	\$60.00	\$90.00
Paleontology Principal Investigator / Project Manager	\$135.00	-
Paleontological Specialist	\$115.00	-
Senior Paleontologist	\$90.00	\$135.00
Associate Paleontologist	\$60.00	\$90.00

Billing Policy

Show-Up Charge (2 Hours): This charge is applicable when work is cancelled without at least 16 hours of notice prior to the start of the work the following day. The most frequent example of a Show-Up Charge is for "Rain Days". This charge is also applicable to Pre-Construction meetings or other project specific meetings.

4 Hour Minimum: For all days that a Native American or Archaeological Monitor is scheduled and any work is done on the applicable project, a four-hour minimum charge will be applied.

Mileage: Mileage charges are included in the above rates, and mileage will not be charged separately.

Night and Weekend Work: A \$50.00 surcharge is applied for each night and / or weekend shift worked by a Red Tail Environmental Employee.

Payment: Payment for all invoices is due 30 days from the date of invoice.

328 State Place, Escondido, CA 92029 •760-803-5694
www.redtailenvironmental.com

(This page follows proposal cost schedules)

Notice of acceptance or requests for additional information should be addressed to proposing Consultant at the address stated below. (Please Print):

Authorized Agent or Officer: Dhiru Patel


Title: President

Address: 10640 Scripps Ranch Blvd. Suite 150 San Diego, CA 92131

Telephone No. (858)558-4411 Fax No. (858)558-9522 E-mail dhiru.patel@lee-ro.com

Business License No. B1990005763 Issuing City/County: City of San Diego, CA

Expiration Date: 04/30/2019

Proposing Consultant's Signature:  Date: August 30, 2018