

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

THIS AGREEMENT, is entered into as of _____, between the COUNTY OF TULARE, referred to as "County", *MOFFATT & NICHOL ENGINEERS, INC.*, referred to as "Consultant", incorporated within the State of California in 1957, with reference to the following:

A. County has requested proposals for professional engineering services for a bridge replacement/rehabilitation project on Avenue 424 over Traver Canal. These consulting services are to include project management, preliminary engineering, plan, specifications, and estimate (PS&E), bidding, and other compliance tasks as described per Exhibit A, to the satisfaction of the County, State, Federal Highway Administration (FHWA) and other jurisdictional agencies. Consultant shall document the results of the work to the satisfaction of the County, the State and FHWA. This may include preparation of progress and final reports or similar evidence of attainment of the agreement objectives.

B. Consultant's response indicates that it possesses the professional qualifications, relevant experience and demonstrated competence to provide such services. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take the precedence.

ACCORDINGLY, IT IS AGREED:

1. SERVICES. Consultant will provide professional engineering services, more particularly described in Exhibit A ("Scope of Work"). All work performed and billed to the County by the Consultant shall be grant eligible in accordance with the Caltrans Local Assistance Procedures Manual (LAPM), unless otherwise directed by the County, in writing.

2. TIME FOR PERFORMANCE/TERM. Time is of the essence in this Agreement. The services as described in Exhibit A, will commence within five days of receipt of a written notice to proceed issued following acceptance of this Agreement by the County. This agreement shall terminate on June 30th, 2018. Mutually acceptable changes in the scope, character, or complexity of the work if such changes become desirable or necessary as the work progresses will be accommodated by a supplemental agreement. An appropriate extension of time may be made in the form of a supplemental agreement in case of unavoidable delays. Corresponding warranted adjustments in payment will be made based upon the incorporated rate schedule. Consultant is advised that any recommendation for contract award is not binding on County until the contract is fully executed and approved by County.

3. COMPENSATION.

- a. The County shall reimburse the Consultant for hours worked at the hourly rates specified in the Consultant's Cost Proposal, Exhibit B. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this contract.
- b. In addition, the Consultant will be reimbursed for incurred direct costs other than salary costs that are identified in the Scope of Work, Exhibit A, and the Cost Proposal, Exhibit B.
- c. No additional compensation will be paid to the Consultant, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of the work or the scope of the project, adjustment to the fee will be negotiated between the Consultant and County. Adjustment in the fee will not be effective until authorized by supplemental agreement and approved by the County.
- d. The Consultant shall not commence performance of work or services until this contract has been approved by County, and a notification to proceed has been issued.
- e. The total amount payable by the County for services identified in Exhibit A and Exhibit B shall not exceed sum of **THREE HUNDRED EIGHTY THREE THOUSAND THREE HUNDRED SEVENTY ONE AND 00/100 (\$383,371.00)** for primary services and **FORTY THOUSAND ONE HUNDRED NINETY SIX 00/100 (\$40,196.00)** for optional services. The breakdown for optional service as follows:

Moffatt & Nichol Engineers, Inc.

2.3.6 - Additional Structural Analysis: \$2,615

Galvin Preservation Associates, Inc.

1.5.5 – Administrative Draft Initial Study: \$12,241.32

1.5.6 – Draft IS/MND: \$6,252.12

1.5.7 – Final IS/MND: \$5,881.32

1.5.8 – Environmental Permitting: \$13,206.24

The Consultant shall not commence performance of work or services until this contract has been approved by County, and a notification to proceed has been issued. The Consultant

shall not commence performance of optional services until a notification to proceed has been issued. No payment will be made prior to approval or for any optional services performed prior to issuance of a notice to proceed.

It is agreed that Federal Acquisition Regulations in 48 CFR 31 are the governing factors regarding allowable elements of cost.

2 CFR, Part 200, Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, shall be complied with.

Any cost for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., or 2 CFR, Part 200, Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, will be repaid by the Consultant to the State.

Any subcontract in excess of \$25,000, entered into as a result of this contract, shall contain all the provisions of this article.

4. PAYMENT. No sooner than the 10th day of each calendar month, Consultant will submit to the Resource Management Agency, Attn: Contract Administrator, a detailed invoice for services rendered under this Agreement during the previous calendar month. Consultant will be deemed to have waived all rights to compensation for any services not billed within 90 days after the month in which the services were provided. Invoices shall detail the work performed on each milestone, on each project as applicable and shall provide total contract recap of prior invoices, current invoice, and contract balance. Invoices shall reference this agreement number and the project title. Consultant shall not commence performance of work or services until this agreement has been approved by the County, and a notification to proceed has been issued. No payment will be made for any work performed prior to receiving the notification to proceed.

5. COMPLIANCE WITH LAW. Consultant will provide the services called for under this Agreement in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to Consultant's employees, Consultant will comply with all laws and regulations pertaining to wages and hours (including the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770), state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

6. RETENTION OF RECORDS/AUDIT. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; Consultant, subconsultants, and County shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, County, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

7. AUDIT REVIEW PROCEDURES. Any dispute concerning a question of fact arising under an interim or post audit of this contract shall be reviewed by the County Administrative Officer if not resolved of by agreement. The Consultant may request a review within 30 days after issuance of the final audit report by the County Administrative Officer.

8. SUBCONTRACTING. Nothing contained in this contract or otherwise, shall create any contractual relation between County and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be fully responsible to County for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from County's obligation to make payments to the Consultant .

Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by County's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

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

Any substitution of subconsultant(s) must be approved in writing by County's Contract Administrator prior to the start of work by the subconsultant(s).

9. INDEPENDENT CONTRACTOR STATUS. Consultant will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement may be construed to constitute Consultant or any of its agents, employees or officers as employees or officers of County. Consultant agrees to advise everyone it assigns or hires to perform any duty under this agreement that they are not employees of County. Consultant will be solely responsible for determining the means and methods of performing the specified services, and County will have no right to control or exercise any supervision over Consultant as to how the services will be performed. County will not:

- a. Withhold FICA (Social Security) from Consultant's payments.
- b. Make state or federal unemployment insurance contributions on Consultant's behalf.
- c. Withhold state or federal income tax from payments to Consultant.
- d. Make disability insurance contributions on behalf of Consultant.
- e. Obtain unemployment compensation insurance on behalf of Consultant.

Notwithstanding this independent contractor relationship, County reserves the right to monitor and evaluate the performance of Consultant for the purpose of assuring compliance with this Agreement.

10. INSURANCE. Prior to approval of this agreement by the County, Consultant shall file with the Resource Management Agency, evidence of the insurance in accordance with Exhibit C attached, which outlines the minimum scope, specifications and limits of insurance required under this contract. Additional insured endorsements required as outlined in Exhibit C shall not be used to reduce limits available to County as an additional insured from the Contactor's full policy limits. Insurance policies shall not be used to limit liability or to limit the indemnification provisions and requirements of this contract or act in any way to reduce the policy coverage and limits available from the insurer (s). Failure to maintain or renew coverage, or to provide evidence of renewal, may be considered a material breach of this agreement.

11. INDEMNIFICATION: Consultant shall hold harmless, defend and indemnify County, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property arising out of the willful misconduct, or the negligent acts or omissions, of Consultant or its agents, officers and employees under this agreement. This indemnification specifically includes any claims that may be made against County by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, any claims made against County alleging civil rights violations by Consultant under Government Code sections 12920 et seq.

(California Fair Employment and Housing Act). The indemnification obligation shall continue beyond the term of this Agreement as to any willful misconduct, negligent errors, acts or omissions, or negligent acts occurring under this Agreement or any extension of this Agreement.

12. TERMINATION. The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

(a) Without Cause: County will have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. County will pay to the Consultant the compensation earned for work performed and not previously paid for to the date of termination. County will not pay lost anticipated profits or other economic loss. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from Consultant of any and all plans, specifications and estimates, and other documents prepared by Consultant in accordance with this Agreement. No Sanctions will be imposed.

(b) With Cause: This Agreement may be terminated by either party should the other party:

- (1) be adjudged a bankrupt, or
- (2) become insolvent or have a receiver appointed, or
- (3) make a general assignment for the benefit of creditors, or
- (4) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- (5) materially breach this Agreement.

In addition, County may terminate this Agreement based on:

- (6) material misrepresentation, either by Consultant or anyone acting on Consultant's behalf, as to any matter related in any way to County's retention of Consultant, or
- (7) other misconduct or circumstances which, in the sole discretion of the County, either impair the ability of Consultant to competently provide the services under this Agreement, or expose the County to an unreasonable risk of liability.

County will pay to the Consultant the compensation earned for work performed and not previously paid to the date of termination. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from Consultant of any and all reports and other documents prepared by Consultant by the date of termination in accordance with this Agreement. County will not pay lost anticipated profits or other economic loss, nor will the County pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination. If this Agreement is terminated and the expense of finishing the Consultant's scope of work exceeds the unpaid balance of the agreement, the Consultant must pay the difference to the County. Sanctions taken will be possible rejection of future proposals based on specific cause of non performance.

(c) Effects of Termination: Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where Consultant's services have been terminated by the County, said termination will not affect any rights of the County to recover damages against the Consultant.

(d) Suspension of Performance: Independent of any right to terminate this Agreement, the authorized representative of County for which Consultant's services are to be performed, may immediately suspend performance by Consultant, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by Consultant to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

13. ENTIRE AGREEMENT REPRESENTED. This Agreement represents the entire agreement between Consultant and County as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

14. HEADINGS. Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

15. NOTICE. Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

County:

Tulare County Resource Management Agency
Attention: Benjamin Ruiz Jr., Contract Administrator
5961 South Mooney Boulevard
Visalia, CA 93277

Fax No.: (559) 730-2653 Confirming No.: (559) 624-7000,
Email: bruiz@co.tulare.ca.us

Consultant:

Moffatt & Nichol Engineering, Inc.
Attention: Gary Antonucci
1300 Clay Street, Suite 550
Oakland, CA 94612

Confirming No.: (510) 645-1238
Confirming Fax No.: (510) 645-1010
Email: gantonucci@moffattnichol.com

Notice delivered personally or sent by facsimile transmission is deemed to be received upon receipt. Notice sent by first class mail will be deemed received on the fourth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph. The above stated Consultant address is to be the main working office location for the duration of this agreement.

16. CONSTRUCTION. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 will not apply to address and interpret any uncertainty.

17. NO THIRD PARTY BENEFICIARIES INTENDED. Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy. The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this agreement. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability, or at its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission,

percentage, brokerage fee, gift, or contingent fee. The County warrants that they have not required the Consultant to employ or retain any company or person, or to pay or agree to pay any firm, person or organization, any fee, contribution donation or consideration of any land, contingent upon or resulting from the award or formation of this agreement.

18. JURISDICTION/VENUE. This Agreement will be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles.

19. WAIVERS. The failure of either party to insist on strict compliance with any provision of this Agreement will not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment will not be considered to be a waiver of any preceding breach of the Agreement by the other party.

20. EXHIBITS AND RECITALS. The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

21. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY. This Agreement is subject to all applicable laws and regulations. If any provisions of this Agreement are found by any court or other legal authority, or are agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision will be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement will continue in full force and effect.

22. FURTHER ASSURANCES. Each party agrees to execute any additional documents and to perform any further acts which may be reasonably required to affect the purposes of this Agreement.

23. PROFESSIONAL STANDARDS. By submitting final documents for approval by County, Consultant represents that said documents are accurate. Consultant will be responsible to County for the professional quality, adequacy, and completeness of the services, studies, and reports provided, and represents that such services, studies and reports will be suitable for the intended purposes.

Consultant will perform the services provided in this Agreement in a manner consistent with the professional skill and care ordinarily exercised by expert members of the planning, engineering, and environmental profession practicing in the State of California under similar conditions.

Where applicable and in accordance with California law, the responsible Consultant/engineer shall sign and seal reports and engineering data furnished by him/her.

24. DBE PARTICIPATION REQUIREMENTS. The County has established a 0.00 % participation goal for the participation of DBE's for this Agreement. The Consultant shall be fully informed respecting Part 26, Title 49, Code of Federal Regulations, which is incorporated by reference, and is urged to obtain DBE participation. Participation by DBE Consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or Consultant Contract information (Exhibit 10-O2). For contracts with no DBE contract goal, only Exhibit 10-O2 must be included by the Consultant.

It is the policy of the County that certified DBE firms shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. The Consultant shall ensure that certified DBE firms, as defined in said Code of Federal Regulations, have the maximum opportunity to participate in the performance of this Agreement and shall take all necessary and reasonable steps, as set forth in said Part 26, for such assurance. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subconsultant. Failure to carry out the requirements of this paragraph shall constitute a breach of the Agreement and may result in termination of this Agreement or such other remedy the County may deem appropriate.

If DBE participation is obtained, the Consultant shall maintain records of all subconsultant agreements entered into with DBE subconsultants and records of materials purchased from DBE suppliers. Such records shall show each subconsultant's and vendor's name and address and the actual dollars paid to each. Upon completion of the Agreement, a summary of these records shall be prepared, certified correct and submitted on the form "FINAL REPORT – UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST – TIER SUBCONTRACTORS" Form 17-F of the LAPM, or equivalent, by the Consultant to the County's Contract Administrator showing total dollars paid to each DBE subconsultant and supplier.

Any DBE firm working as a subconsultant under this Agreement must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing, and supervising the work.

The Consultant shall make every reasonable effort to replace a certified DBE firm that is unable to perform the provisions of this contract with another certified DBE firm.

The "Notice To Proposers Disadvantaged Business Enterprise Information" (Exhibit 10-I of the LAPM) is included in this Consultant contract.

25. OWNERSHIP OF DOCUMENTS. Tracings, plans, specifications, maps and reports prepared or obtained under the terms of this agreement shall be delivered to and become the property of the County, and that basic survey notes and sketches, charts, computations, and other data prepared or obtained under this agreement shall be made available, upon request, to the County without restriction or limitation on their use. County will indemnify and hold Consultant harmless for any reuse by County of documents produced under this agreement for any other projects without the written approval of Consultant. Final reports shall be provided to the County in hardcopy and in electronic Adobe Acrobat format. Other electronic files shall be provided in electronic format using standard software.

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

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

26. EQUIPMENT PURCHASE. Prior authorization in writing by the County's Contract Administrator shall be required before the Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or Consultant services. The Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

Prior to seeking authorization by the County's Contract Administrator for the purchase of any item, service or consulting work not covered in the Consultant's Cost Proposal and exceeding \$5,000, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

Any equipment purchased as a result of this contract is subject to the following: "The Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the County shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, the Consultant may either keep the equipment and credit the County in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in

accordance with established County procedures; and credit the County in an amount equal to the sales price. If the County elects to keep the equipment, fair market value shall be determined at the Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the County and the Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the County. 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5000.00 is credited to the project.

All subcontracts in excess \$25,000 shall contain the above provisions.

27. DISPUTES. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the County's Contract Administrator and the Assistant Director – Public Works, who may consider written or verbal information submitted by the Consultant.

Neither the pendency of a dispute, nor its consideration by the committee will excuse Consultant from full and timely performance in accordance with the terms of this contract.

Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, Consultant may request review by the Tulare County Board of Supervisors for unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

28. CONFIDENTIALITY OF DATA. All financial, statistical, personal, technical, or other data and information relative to the County's operations, which are designated confidential by the County and made available to the Consultant in order to carry out this contract, shall be protected by the Consultant from unauthorized use and disclosure.

Permission to disclose information on one occasion or by public hearing held by the County relating to the contract, shall not authorize the Consultant to further disclose such information, or disseminate the same on any other occasion.

The Consultant shall not comment publicly to the press or any other media regarding the contract or the County's actions on the same, except to the County's staff, Consultant's own personnel involved in the performance of this contract, at public hearings or in response to questions from Legislative committee.

The Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by the County and receipt of the County's written permission.

Any subcontract entered into as a result of this contract shall contain all of the provisions of this article.

All information related to the construction estimate is confidential, and shall not be disclosed by Consultant to any entity other than County.

29. CONFLICT OF INTEREST. The Consultant shall disclose any financial, business, or other relationship with the County that may have an impact upon the outcome of this contract, or any ensuing County construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing County construction project, which will follow.

The Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement.

Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this article.

The Consultant hereby certifies that neither the Consultant, its employees, nor any firm affiliated with the Consultant providing services on this project will bid on any construction contract, or any contract to provide construction inspection for any construction project resulting from this agreement. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultants who have provided design services in connection with this contract shall be eligible to bid on any construction contract, or any contract to provide construction inspection for any construction project resulting from this agreement.

30. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION. The Consultant warrants that this contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any County employee. For breach or violation of this warranty, County shall have the right in its discretion to terminate the contract without liability; to pay only for the value of the work actually performed; to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

31. PROHIBITION OF EXPENDING COUNTY, STATE OR FEDERAL FUNDS FOR LOBBYING. The Consultant certifies to the best of his or her knowledge and belief that:

- a. No state, federal or County appropriated funds have been paid, or will be paid by-or-on behalf of the Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- b. No state, federal or County appropriated funds have been paid, or will be paid by-or-on behalf of the Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

32. CLAIMS FILED BY CONSTRUCTION CONTRACTOR. If claims are filed by County's construction contractor relating to work performed by Consultant's personnel, and additional information or assistance from Consultant's personnel is required in order to evaluate or defend against such claims; Consultant agrees to make its personnel available for consultation with County's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial.

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

Services of Consultant's personnel in connection with County's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.

Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

33. SAFETY. Consultant shall comply with OSHA regulations applicable to Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by County Safety Officer and other County representatives. Consultant personnel shall wear hard hats and safety vests at all times while working on the construction project site.

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

Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

34. NATIONAL LABOR RELATIONS BOARD CERTIFICATION. In accordance with Public Contract Code Section 10296, Consultant hereby states under penalty of perjury that

no more than one final unappeasable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period, because of Consultant's failure to comply with an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

35. EVALUATION OF CONSULTANT. Consultant's performance will be evaluated by County. A copy of the evaluation will be sent to Consultant for comments. The evaluation together with the comments shall be retained as part of the contract record.

36. STATEMENT OF COMPLIANCE. Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

37. FUNDING REQUIREMENTS. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

This contract is valid and enforceable only if sufficient funds are made available to County for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or County governing board that may affect the provisions, terms, or funding of this contract in any manner

It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

County has the option to void the contract under the 30-day termination clause pursuant to Article 12 of this agreement, or by mutual agreement to amend the contract to reflect any reduction of funds.

38. INSPECTION OF WORK. Consultant and any subconsultant shall permit County, the state, and the FHWA if federal participating funds are used in this contract, to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

39. RETENTION OF FUNDS. No retainage will be withheld by the Resource Management Agency from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime Consultants and subconsultants.

40. DEBARMENT AND SUSPENSION. Consultants signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct with the past three (3) years. Any exceptions to this certification must be disclosed to County.

Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosure must indicate to whom exceptions apply, initiating agency, and dates of action.

Exceptions to the Federal Government Excluded Parties List System maintained by General Services Administration are to be determined by the Federal Highway Administration.

// THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

By _____
Chairman, Board of Supervisors

ATTEST: _____,
County Administrative Officer/
Clerk of the Board of Supervisors

By _____
Deputy Clerk

CONSULTANT

By Oliver [Signature]

Title CFO

By R. R. [Signature]

Title V.P.

Corporations Code Section 313 requires that contracts with a corporation shall be signed by the (1) chairman of the Board, the president or any vice-president and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer; unless the contract is also accompanied by a certified copy of the Board of Directors resolution authorizing the execution of the contract.

Approved as to Form
County Counsel

By _____
Deputy

EXHIBIT A

**SCOPE OF SERVICES FOR DESIGN OF
AVENUE 424 BRIDGE OVER TRAVER CANAL**
County of Tulare
Resource Management Agency

SCOPE OF WORK

INTRODUCTION

This project will replace or rehabilitate the existing, functionally obsolete, two-lane Avenue 424/Traver Canal Bridge (Bridge No. 46C-0219) with a new wider and longer two-lane structure. The project will comply with current roadway, drainage and bridge standards and accommodate the 100-year storm event with freeboard as specified by the County of Tulare. Roadway improvements will conform to the County General Plan and Public Road Standards for the appropriate road classification including design speed, maximum grade and minimum centerline curve radius. The project does not increase traffic capacity.

This project is federally funded and must satisfy all requirements under the Federal Highway Bridge Program (HBP) criteria, including approval by the California Department of Transportation (Caltrans). General services will include environmental documentation, preliminary engineering analysis, field investigation and data gathering, analysis and design, and preparation of final plans, specifications, and estimates.

TASK 1: PRELIMINARY ENGINEERING

1.1 PROJECT MANAGEMENT

Provide project management services for control and administration of the work during this task. Implement quality control procedures, submit invoices and progress reports, and monitor subconsultant activities. Provide overall team direction and client/agency coordination.

- 1.1.1 Project Schedule. Prepare a project schedule utilizing *MS Project* software and submit for County concurrence.
- 1.1.2 Project Meetings. Conduct project progress or review meetings at key milestones and/or as requested by the County. Prepare agendas and distribute minutes. To the extent feasible, meetings will be conducted electronically with all project participants to maximize efficiency. Approximately six such meetings are anticipated over the course of the project.

1.2 DATA COLLECTION AND REVIEW

Obtain and review available data and information for design of the project. The information will be sought from the County, Caltrans, and other government agencies or organizations. Data to be reviewed includes:

- Previous reports or documents related to the project
- Road and Bridge as-built plans
- Environmental Documents
- Utility Maps
- Hydraulic Analysis/Flood Records
- Bridge Maintenance Records
- Aerial photos and digitized topography
- Survey control data
- Current CADD files
- Right-of-way/property owner information

1.3 SITE REVIEW

Organize and conduct a site visit with the County, Caltrans, and consultant team to identify physical features and constraints that will affect design of the improvements, and to gain a clearer understanding of County and Caltrans objectives for the project. Observations will be made with regard to current alignment and profile, channel alignment, and

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selection of survey data requirements to be performed by the County. Field information will be recorded using field notes and digital photos. This will also serve as a formal Field Review (if requested by Caltrans).

1.4 UTILITY POTHOLING

Underground utilities in conflict will be potholed (up to 8 potholes) to identify location, depth, type and number of affected conduits. The impacts to these utilities will be determined and project plans will be sent to the utility companies identifying any relocations required. Record data and follow up meetings with the utility companies will determine the party responsible for the cost of relocation and who will perform the work.

1.5 ENVIRONMENTAL DOCUMENTATION

Provide Environmental Documents as outlined below:

- 1.5.1 **Project Initiation & Preliminary Environmental Study.** Work with the project team to prepare a detailed project description, including project components, purpose and need, environmental study limits (ESL), and timing of construction. Perform a site visit and review any existing information and analysis related to the project and gather any additional reference information needed.

Once all of the project information is gathered, prepare the Draft PES Form. The PES Form will be completed pursuant to Caltrans' SER and LAPM, and will include a reasoned explanation for all checklist answers. Submit the Draft PES to the County for review and approval. Once the Draft PES has been approved by the County, finalize the revisions, submit the PES to Caltrans, and coordinate as needed for review and approval of the document.

Deliverables: One electronic copy and up to three hard copies of the Project Description, ESL Map, and PES Form

- 1.5.2 **Minimal Impacts Natural Environment Study**

- **Background Research** - Review available data on biological resources recorded within and near the project area, including all plant and animal species with the potential to be in the project area. This review will include conducting searches in databases such as the California Natural Diversity Database (CNDDB) and the National Wetlands Inventory (NWI). Additionally, a list of protected species with the potential to be in the project area will be requested from the U.S. Fish and Wildlife Service (USFWS). Existing studies completed near the project area will also be referenced, including applicable planning documents. Utilize this background data and project design plans to delineate the Biological Study Area (BSA), which will be used as the boundary for field surveys and project analysis.
- **Field Surveys** - Survey the BSA for potential wildlife, their signs, and/or potential habitat. Inventory all botanical, aquatic, and wildlife resources observed in the BSA. Identify and record all existing vegetation communities in the area. Botanical surveys will be conducted during the blooming period for special-status plants with potential to be in the project area, to the extent feasible (two visits will likely be needed in April and July). The limits of potentially jurisdictional areas, including waters of the U.S. and waters of the state, will be identified based on appropriate criteria including the ordinary high water mark (OHWM), edge of canal banks, and riparian boundaries. Based on initial research, it appears that wetlands may be present in the project area; this will be determined during field surveys.

As part of the development of this scope of work, a preliminary CNDDB search for threatened and endangered species recorded within the vicinity of the project area (Reedley Quad and surrounding quads) was conducted. The search identified multiple federally and/or state threatened and endangered species that have been recorded near the project area. Although the existing habitat in the project area is marginal, it is anticipated that project-level surveys will be needed to determine presence or absence, and potential impacts on, the following species:

- Swainson's hawk (*Buteo swainsoni*), state threatened, recorded approximately seven miles southwest of the project area; and

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- Valley elderberry longhorn beetle (*Desmocerus californicus dimorphus*), federally threatened, recorded approximately 3.2 miles northwest of the project area.

It does not appear that there are any elderberry shrubs in the project area, which could provide habitat for the valley elderberry longhorn beetle, however, this will be confirmed during project-level surveys. Conduct field surveys to determine if suitable habitat is present for these species, or any other listed species. Based on initial research, special-status species are not anticipated to be in the project area.

- **Minimal Impacts Natural Environmental Study Documentation** - Following completion of background research and field surveys, summarize the results of these studies in a Minimal Impacts Natural Environmental Study (NES(MI)) report. The NES(MI) will include a discussion of existing biological resources in the BSA, potential impacts on those resources, and proposed measures to minimize these impacts. The NES(MI) will also outline any future consultations that may be required with resource agencies to obtain project approvals and environmental permits. Submit the draft NES(MI) and will coordinate with the County and Caltrans as needed for review and approval of the report.

Deliverables: One electronic copy and up to three hard copies of the NES(MI) report

- 1.5.3 **Construction Noise Memorandum.** AMBIENT Air Quality & Noise Consulting (Ambient) will prepare a technical noise memorandum to evaluate short-term construction noise impacts associated with the project. The technical memorandum will include a description of the existing noise environment, based on existing environmental documentation and a review of site reconnaissance data. Conduct short-term ambient noise monitoring at various locations in the vicinity of the project area to document existing environmental conditions and traffic noise levels. Up to five short-term (i.e., 10-60 minute) noise measurement surveys will be conducted, to the extent deemed necessary, in the vicinity of each project area. Relevant background information, including noise fundamentals, descriptors, and applicable federal, state, and local regulatory framework, will be summarized in the report.

To assess potential construction noise impacts, sensitive receptors and their relative exposure to the project area (considering topographic barriers and distance) will be identified. Predicted construction-generated noise levels will be calculated using the Federal Highway Administration's (FHWA) Roadway Construction Noise Model (version 1.0) based on construction equipment anticipated to be required. Predicted construction noise levels at nearby land uses will be quantified and summarized in the report. Construction-generated groundborne vibration levels typically associated with construction equipment will be discussed based on information to be obtained from existing environmental documentation. Predicted groundborne vibration levels at the nearest structure associated with proposed construction activities will be quantified and included in the report.

The significance of noise and ground-borne vibration impacts will be assessed in comparison to applicable noise standards and commonly applied criterion for ground-borne vibration. Mitigation measures will be identified for significant and potentially significant impacts. The effectiveness of proposed mitigation measures will be assessed. Prepare the Construction Noise Memorandum for review and approval by the County prior to finalization of the document.

Deliverables: One electronic copy and up to three hard copies of the Construction Noise Memorandum

- 1.5.4 **Cultural Resources.** Because the project will receive funding from the HBP as administered by Caltrans, it is considered a federal undertaking (per 36 CFR 800.16(y)) subject to the National Historic Preservation Act of 1966, as amended (NHPA). Applied Earthworks (AE) will complete the cultural resources studies for the project pursuant to Section 106 of the NHPA, its implementing regulations found at 36 CFR 800, the Caltrans Environmental Handbook, and the Programmatic Agreement between the FHWA, Advisory Council on Historic Preservation, State Historic Preservation Officer and Caltrans regarding compliance with Section 106 of the NHPA. The studies will include the preparation of an Archaeological Survey Report (ASR) and a

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Historic Properties Survey Report (HPSR). A Historic Resources Evaluation Report is not necessary for the project because the bridge is classified in the Caltrans Bridge Inventory as Class 5, not eligible for the NRHP. In order to complete the ASR and HPSR, the following tasks will be performed:

- **Records Search and Native American Coordination** - Upon receiving notice to proceed, request a records search from the Southern San Joaquin Information Center (Information Center) at California State University, Bakersfield. The Information Center will review its files, base maps, and other sources to identify previously recorded archaeological and architectural sites and prior cultural resources surveys within a one-half mile radius of the project boundaries.

Native American Consultation is an integral part of the Section 106 process. In addition, pursuant to the State Public Resources Code §5097.9, state and local agencies cooperate with and assist the Native American Heritage Commission (NAHC) in its efforts to preserve and protect locations of sacred or special cultural and spiritual significance to Native Americans. Contact the NAHC to determine whether it has information on sacred or special sites in the study area and to obtain the names and contact information of Native American representatives who may have such information. Those included on the list will be contacted by letter and telephone to request information about the study area.

- **Archaeological Surveys & Preparation of ASR and HPSR** - Survey project's area of potential effects (APE) for archaeological resources. Any previously recorded and newly discovered archaeological resources will be documented using current Department of Parks and Recreation forms (DPR-523). All resources will be photographed using digital pictures, and their locations will be plotted using a Global Positioning System (GPS) unit. Prepare an ASR that will include the results of the record search, Native American consultation, and pedestrian survey as well as methods and background sections.

Prepare an HPSR in the approved Caltrans format (revised January 2014) that will summarize the archaeological investigations. The HPSR is the primary document to demonstrate compliance with Section 106. An essential feature of the HPSR is the delineation of the APE, defined as the area within which an undertaking may directly or indirectly affect historic properties (36 CFR 800.16 (d)). Coordinate with Caltrans' cultural resources staff to determine the APE for the project. Submit the ASR & HPSR to the County for review and comment prior to submittal to Caltrans.

Deliverables: One electronic copy and up to three hard copies of the APE Map, ASR, and HPSR

- 1.5.5 **Administrative Draft Initial Study.** Following completion of the appropriate technical analysis, reference the results of these studies, as well as other background research, to prepare an Administrative Draft IS, consistent with CEQA Guidelines Appendix G. The document will include all of the required sections for an IS and will address on-site and off-site impacts of the project. Submit the Administrative Draft IS to the County for review and coordinate, as needed, for review and approval of the document.

Deliverables: One electronic copy of the Administrative Draft IS

- 1.5.6 **Draft IS/MND.** Once the Administrative Draft IS has been approved by the County, prepare the Draft IS (with MND) and circulate the document to the public for the 30-day public review period. Also prepare a Notice of Intent (NOI) and deliver hard copies of the document to area libraries by U.S. Mail, and maintain a file of any comments received during the circulation period for use in preparing the final document. It is assumed that the County will be responsible for any additional local postings.

Deliverables: One electronic copy and up to ten hard copies of the Draft IS and NOI

- 1.5.7 **Final IS/MND.** Following circulation of the Draft IS (with MND), coordinate with the County to prepare responses to any public comments received (as appropriate) and incorporate the responses and any required revisions into the document. Prepare a Final IS and submit it to the County for review. Coordinate as needed to make further revisions and obtain approval to finalize the document. Upon completion of the

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Final IS. Coordinate with the County to obtain a Notice of Determination (NOD) for the project from the County within five days of approval

Deliverables: One electronic copy and up to ten hard copies of the Final IS and NOD

1.5.8 Environmental Permitting

- **Section 404 of the Clean Water Act Nationwide Permit** - Section 404 of the Clean Water Act regulates, and authorizes the U.S. Army Corps of Engineers (USACE) to issue permits for the discharge of dredged or fill materials into waters of the U.S. The canal appears to be connected hydrologically to adjacent natural waterways and may be considered jurisdictional by the USACE as waters of the U.S. Because the project is expected to require work within the canal, the need for a Section 404 Permit is anticipated. It is expected that the project will fall within the scope of the USACE Nationwide Permit 14 for "Linear Transportation Facilities." To qualify for this permit, the project must meet 27 general conditions and not result in greater than 0.5 acre of permanent impacts (e.g., loss) on jurisdictional waters of the U.S.

A pre-construction notification (PCN) would be required for the project if more than 0.10 acre of permanent impacts on waters of the U.S. would result from the project, or if the project would impact wetlands. If a PCN is required, prepare the PCN package for submittal to the USACE. The application will include a brief description of the project, identify best management practices that would be implemented to minimize discharge to waters of the U.S., and other pertinent project information, as required by the USACE.

- **Section 401 of the Clean Water Act Certification** - The Clean Water Act provides the Regional Water Quality Control Board (RWQCB) with jurisdiction over waters of the state. Section 401 of the Clean Water Act requires applicants acquiring permits from the USACE under Section 404 obtain a Water Quality Certification from the RWQCB for the state in which the discharge originates. The RWQCB typically takes jurisdiction over the same areas as the USACE; therefore, the canal may also be waters of the state. If required, prepare an application for a Section 401 Water Quality Certification for submittal to the RWQCB. The application will include a brief description of the project; an assessment of impacts on waters of the state; best management practices that would be implemented to minimize discharge to waters of the state; and other pertinent project information, as required by the RWQCB.
- **1602 Streambed Alteration Agreement** - Section 1602 of the Fish and Game Code requires submittal of a Streambed Alteration Notification to the CDFW for any activity that may substantially divert or obstruct the natural flow or substantially change the bed, channel, or bank of any river, stream, or lake. The CDFW reviews the proposed actions and, if necessary, submits to the applicant a proposal for measures to protect affected fish and wildlife resources. The final proposal that is mutually agreed upon by CDFW and the applicant is the Streambed Alteration Agreement.

Streams (and rivers) are defined by the presence of a channel bed and banks and at least an intermittent flow of water; therefore, the canal is expected to fall under the jurisdiction of the CDFW as waters of the state. Prepare a Streambed Alteration Notification package for submittal to the CDFW. The application will include a brief description of the project; identify best management practices that would be implemented to minimize discharge to waters of the state; and other pertinent project information, as required by the CDFW.

Deliverables: One electronic copy and up to three hard copies of the 404, 401, and 1602 notification/application packages

- ### 1.5.9 Quality Assurance/Quality Control
- In order to maintain efficient and high quality environmental documentation, Perform thorough and accurate technical reviews of all deliverables prior to submittal to the County and/or Caltrans. Staff understanding and proficiency of NEPA/CEQA requirements, as well as

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familiarity with the Caltrans Annotated Outlines, will ensure minimal comments are received on all documents submitted.

Deliverables: Document Reviews

- 1.5.10 Jurisdictional Delineation (OPTIONAL). Based on initial research, low herbaceous vegetation appears to be growing along the edges of the canal adjacent to the bridge. Pending results of project-level surveys, there is potential that areas exhibiting wetlands indicators such as hydrophytic vegetation, hydrology, and hydric soils may be within the project area, and these areas may be considered jurisdictional wetlands and/or other waters by the USACE, RWQCB, and/or CDFW. If warranted, the area and extent of wetlands and other waters under the jurisdiction of the USACE, RWQCB, and CDFW will be delineated to assist in determining potential project impacts on these wetlands and waters.

- Field Delineation - Complete a delineation of wetlands and other waters under the jurisdiction of USACE, RWQCB, and CDFW. Identify the OHWM, channel banks, and other jurisdictional limits within the BSA. The actual presence or absence of wetlands in the BSA will be verified pursuant to the U.S. USACE's 2008 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region and its 1987 Corps of Engineers Wetlands Manual. The spatial limits of all wetlands and/or other waters of the U.S. and state will be mapped according to USACE's minimum mapping standards.
- Delineation Reports - Summarize existing site conditions and analyze the permanent and temporary impacts on waters of the U.S. and state that would result from implementation of the project in a Jurisdictional Delineation Report. The report will be used to (1) assist the design team in avoiding impacts to jurisdictional areas; (2) provide the jurisdictional information necessary for the supporting project environmental documentation; and (3) support the applications for USACE, CDFW, and RWQCB regulatory permit authorizations.

Deliverables: One electronic copy and one hard copy of the Jurisdictional Delineation Report

1.6 SURVEYING/MAPPING/RIGHT OF WAY ENGINEERING

Obtain record maps, establish horizontal and vertical control, and provide surveying services for the following:

1.6.1 Boundary Survey

- Obtain Assessor's Maps and Maps of Record from the County of Tulare
- Provide notification of Right of Entry to the property owners in the vicinity of the Trayer Canal Bridge project area, where the survey field crew will be required to access
- Set out and/or set up and maintain approved traffic safety devices during field survey (including a pre-field trip safety briefing), as necessary
- Locate section & property corners of record, as necessary, to determine the existing Right-of-Way lines of Avenue 424 and property boundary lines of affected properties adjacent to the proposed Trayer Canal Bridge.

1.6.2 Topographic Survey

- Obtain Benchmark data information
- Provide notification of Right of Entry to the property owners along Trayer Canal in the areas being surveyed.
- Set out and/or set up and maintain approved traffic safety devices during field survey (including a pre-field trip safety briefing), as necessary
- Collect topographic data by proper surveying methods including the location of:

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- o Traver Canal (water line, top of bank, hinge point of levees & toe of levee slope)
 - o Traver Canal Bridge features (including headwalls, wing walls and soffit)
 - o Avenue 424 pavement and existing shoulder
 - o Existing public utilities
 - o Joint utility poles
 - o Traffic signs with nomenclature along Avenue 424 within 400 feet of Traver Canal Bridge
 - o Fences with type
 - o Outline of the street side of three residences fronting on the south side of Avenue 424 & west of Traver Canal Bridge
 - o Dirt/gravel driveways
 - o Concrete driveway apron
 - o Existing metal shed on the property west of canal & south of bridge
 - o Type & size of trees 2" & larger (at chest level), included large palm tree southwest of existing bridge (edge of existing orchard only, northeast of existing bridge)
 - In addition, survey field crew will obtain six cross-sections of Traver Canal at the recommendation of the team's hydraulics engineer; at either side of the existing bridge, 250' upstream & downstream of the bridge and 500' upstream & downstream of the bridge
- 1.6.3 **Base Map Preparation.** Prepare a Topographic Survey Base Map to a scale of 1"=20' with a contour interval of 1 foot in AutoCad Civil 3D (R 2013) showing the above described features along with the following additional information:
- Avenue 424 Right-of-Way lines
 - Side property lines of properties (along with recorded easements) within 250 feet of Traver Canal Bridge
- 1.6.4 **Right-of-Way Acquisition Support.** As directed prepare the following:
- Appraisal Maps on properties in the vicinity of the Traver Canal Bridge for an estimated 4 properties
 - Legal Descriptions with necessary Exhibits for right-of-way acquisition (assumes 8 properties)
 - Legal Descriptions with necessary Exhibits for utility, drainage, slope and/or temporary construction easements (assumes 8 properties)
 - Stake points to indicate proposed right-of-way acquisition lines
 - Record of Survey prepared at an additional fee

1.2 HYDRAULIC ANALYSIS

Research record data, perform Location Hydraulic Study and Bridge Design Hydraulic Study. Provide necessary hydraulic data for bridge structure and foundation design.

- 1.7.1 **Data Review.** Review available data, including previous studies, provided by the County. Key information to review will be the available hydrologic and hydraulic data for Traver Canal, County and Caltrans Bridge Inspection Reports and maintenance records for the bridge site.

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- 1.7.2 **Field Reconnaissance.** Conduct a field reconnaissance to assess the existing conditions in the vicinity of the Project site.
- 1.7.3 **Hydrologic Assessment.** Coordinate with the Alta Irrigation District to obtain the design flows. No detailed hydrologic study is expected. Traver Canal receives water from the Alta Main Canal, which has a design capacity of approximately 1,450 cfs.
- 1.7.4 **Hydraulic Analysis.** Perform a hydraulic analysis to determine the design flow characteristics for the existing condition including the limits and water surface profiles through the study area for the base flood and overtopping flood. The hydraulic model of choice will be the U.S. Army Corps of Engineers' HEC-RAS Model. Coordinate with the County to obtain the surveyed channel cross-sections for setting up the hydraulic model.
- 1.7.5 **Location Hydraulic Study.** Based on preliminary qualitative hydrologic, hydraulic, and geomorphic assessments, no floodplain encroachments or impacts are anticipated as a result of the Project. Therefore, prepare a Floodplain Evaluation Report Technical Memorandum, including the Location Hydraulic Study form and the Floodplain Evaluation Report Summary form to document the investigation and summarize the results.
- 1.7.6 **Scour Analysis.** Perform a bridge scour analysis to determine the scour potential per the methodology specified in the Federal Highway Administration's (FHWA) HEC-15, HEC-20, and HEC-23 manuals. Make recommendations on the need for scour countermeasures for the proposed bridge per the HEC-23 and *California Bank and Shore Protection Manual*.
- 1.7.7 **Bridge Design Hydraulic Study.** Prepare a Bridge Design Hydraulic Study Report, which will summarize the results from the hydraulic and bridge scour analyses and recommendations for bridge scour countermeasures. The report will also include all of the detailed hydraulic model output.

1.8 GEOTECHNICAL INVESTIGATION

Conduct field investigation, laboratory testing and preparation of geotechnical design recommendations as follows:

- 1.8.1 **Research and Data Collection.** Review of readily available geologic and soil literature in the vicinity of the site including review of any as-built drawings and existing LOTB.

Consultant will comply with local permit requirements. Consultant will field locate the boring and call for USA clearance.
- 1.8.2 **Field Investigation.** Proposed are two borings (one at each abutment area) to an approximate depth of 80'. If weak soil materials are encountered at depth the borings might be extended to 100' depth. The exploration will provide an evaluation of subsurface conditions for the proposed foundations of the structure. The boring locations will depend upon the available access and any boring data from previous studies and the proposed foundation location. It is assumed that the drill rig can be allowed to locate off the road along the existing access roads. Therefore traffic control is not proposed at this time.

Classify and continuously log subsurface soil conditions encountered in the test boring at the time of drilling. Obtain "relatively undisturbed" and bulk samples of substrate from test boring. The borings will be drilled and capped in accordance with the permit requirements.
- 1.8.3 **Laboratory Testing.** Perform laboratory tests on representative soil samples such as moisture density, unconfined compression, gradation analyses, corrosion tests and plasticity index test, as necessary.
- 1.8.4 **Soils Analysis/Evaluation.** Perform engineering analyses and develop design recommendations for the proposed foundations. It is anticipated that the foundations will consider deep foundations such as driven piles or drilled piles. The design analyses will be in accordance with Caltrans guidelines. Analyses will

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include design for vertical and lateral foundation loads, site liquefaction and settlement evaluation (if applicable).

- 1.8.5 Prepare Draft Foundation Memorandum. Prepare preliminary recommendations for foundations and provide a Preliminary Foundation Report with the Log of Test Borings. This will include preliminary design recommendations and the alternate foundation system discussions.

- 1.8.6 Prepare Final Foundation Report. Prepare detailed report including design recommendations for foundation types, footing elevations, lateral design capacities, constructability considerations, etc.

The report will discuss seismic considerations, evaluation for liquefaction potential (if any) and comment on the site soil conditions. The seismic design criteria will be based on the most current Caltrans Seismic Design Criteria considering both deterministic and probabilistic approaches. Caltrans on-line ARS tool will be used to develop the ARS curve for the project.

Prepare final Foundation Report for the bridge structure which will include LOTB sheets in accordance with Caltrans format. Use the Tulare County border sheet provided by the client.

- 1.8.7 Design Review and Consultation. Provide design review & consultation to the design team, if necessary.

1.9 PREPARE 35% DESIGN

Conduct sufficient engineering analysis and design to prepare a 35% package defining the key elements and requirements of the project, including the following items:

- 1.9.1 Roadway/Civil Design. Use data obtained in Task 1.6 to prepare DTM base mapping for preparation of the PS&E plans. 35% plans will be prepared to include horizontal, vertical, typical sections, utilities, grading, and right-of-way needs including temporary construction limits. These plans will be prepared in support of Bridge Planning Study. The layout sheets will include calculated horizontal alignment at a scale of 1"=40' and will conform to the requirements established by the County. Use geotechnical data developed in Task 1.8 to determine structural section and embankment recommendations.

- 1.9.2 Bridge Rehabilitation versus Replacement Study. Evaluate bridge requirements and prepare a Bridge Rehabilitation vs Replacement Study Memorandum for the County's review. The Memorandum will include the following:

- o Discussion of rehabilitation strategy versus replacement strategy
- o Preliminary life-cycle costs of rehabilitated vs replacement structure
- o Recommended alternative

- 1.9.3 Bridge Planning Study. Upon County's selection of bridge rehabilitation or replacement, evaluate site constraints and develop up to three structural concepts for consideration.

- Bridge Planning Study Drawings - Prepare preliminary bridge drawings for up to three concepts in 11x17 format showing plan, elevation, and typical section, based on preferred roadway alignment.
- Draft and Final Bridge Planning Study Memorandum - Subsequent to preliminary County input on bridge drawings and estimates, prepare brief technical memorandum including:
 - o Discussion of components of each alternative including preliminary plans, right-of-way (including temporary easements), construction staging and access, utility relocation and accommodation, and anticipated design exceptions.
 - o Comparison of pros and cons of each alternative
 - o Preliminary quantities and estimate of probable cost of each alternative
 - o Recommended alternative for final design
 - o List of design decisions required by the County
 - o List of issues to be resolved during final design

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County of Tulare
Resource Management Agency*

- 1.9.4 **Preliminary Bridge Cost Estimate.** Prepare engineer's estimate of probable cost for each bridge concept. Costs will be based on preliminary quantities developed in general conformance with Caltrans Bridge Design Aids and Caltrans, County and in-house cost databases, and will include 25% contingency.
- Review study drawings and estimates with County staff and make adjustments based on staff input/comments.
- 1.9.5 **35% Submittal.** Compile engineering drawings and reports and submit 35% design package for County review and approval.

TASK 2: FINAL PS&E

2.1 PROJECT MANAGEMENT

Continue overall project management services (initiated in Task 1) as needed to administer project. Ensure consistency within the team's design approach and plan set. Oversee and coordinate internal checking and review efforts of the team's subconsultants, including geotechnical, hydrology/hydraulic, and civil/traffic.

2.2 UTILITY COORDINATION

Coordinate with the affected utility companies to provide relocation plans and permits/agreements. Relocation data received from the utility companies will be shown on Utility Plans. Prepare and submit "A", "B" and "C" letters to the affected utility owners. Each utility will be identified and a utility base file will be prepared. Coordinate with utility companies to identify all systems through as-builts and field surveys. Work with all affected utility owners to determine the presence and location of existing utilities. An exhibit will be prepared to show approved alignment and proposed locations for relocated utilities.

2.3 PREPARE 65% PS&E

Incorporate agency comments on Preliminary Engineering submittal, and conduct final design and prepare 65%-level plans, specifications, and estimates for construction of the project improvements, including:

- 2.3.1 **Roadway/Civil Design.** The 65% plans will be prepared using the 35% plans approved by County. Additional plan sheets will include signing and striping plans, stage construction plans, and detour plans. Design cross sections will be generated at 50-foot intervals. A profile will be developed for each intersecting road and driveway.
- A total of 12 plan sheets are anticipated, including roadway cross-section. The list of plan sheets is as follows:
- Title Sheet
 - Typical Sections
 - Layout Plan/Profile
 - Construction Details (2 sheets)
 - Grading Plans
 - Utility Plans
 - Stage Construction & Detour Plan (2 sheets)
 - Sign and Striping Plan and Details
 - Cross Sections (2 sheets)
- 2.3.2 **Bridge Design.** Upon approval of Preliminary (35%) Bridge and Roadway design by County and Caltrans, and receipt of environmental clearance, conduct structural analysis and prepare unchecked structural drawings for preferred structure type. Anticipated bridge drawing set to include:
- Bridge General Plan
 - Bridge Deck Contours
 - Bridge Foundation Plan
 - Abutment Layout

EXHIBIT A

*SCOPE OF SERVICES FOR DESIGN OF
AVENUE 424 BRIDGE OVER TRAYER CANAL
County of Tulare
Resource Management Agency*

- Abutment Details
- Pier Layout
- Pier Details
- Typical Section
- Reinforcing Details
- Railing Details
- Miscellaneous Details
- Approach Slab Details
- Log of Test Borings

Bridge design and plan preparation to be performed in accordance with the following:

- Tulare County CAD Drafting Standards
- Caltrans Standard Plans and Specifications
- Caltrans Bridge Design and Detailing Manuals
- AASHTO LRFD Bridge Design Specifications with 2006 Interims and Caltrans Addenda (Blue Sheets)
- Caltrans Seismic Design Criteria (latest version)

2.3.3 **Bridge Special Provisions.** Prepare bridge special provisions based on Caltrans Standard Special Provisions, Caltrans Standards Specifications, and County construction contract standards.

2.3.4 **Cost Estimate.** Identify bid items and prepare detailed quantity takeoff based on 65% drawings. Prepare engineer's estimate of probable construction cost using Caltrans, County and in-house cost databases. Estimate will include PS&E costs, construction costs, utility relocation costs, environmental mitigation costs and construction administration costs.

2.3.5 **Submit 65% PS&E Package.** Coordinate and submit 65% PS&E package including:

- Full size 65% plans (22x34) – three sets
- Half-size 65% plans (11x17) – one set
- Annotated structure special provisions – three copies
- Quantity and Cost Estimate – three copies
- Unchecked design calculations – one copy

2.3.6 **Additional Structural Analysis (Optional).** If required due to site conditions, perform additional structural analysis to confirm design of skewed supports.

2.4 PREPARE 90% PS&E

Incorporate agency comments on 65% PS&E package and advance design and plans to 90% level of completion as follows:

2.4.1 **Roadway/Civil Design.** Upon approval of the 65% plans prepare the PS&E for the 90% roadway plans submitter.

2.4.2 **Bridge Independent Check.** Conduct independent structural analysis of the bridge (performed by engineer not involved in original design) and review unchecked plans. Prepare independent quantity takeoff. Compile list of comments and "red-marked" plans and resolve differences between designer and checker.

2.4.3 **Response to Comments.** Provide written responses to County and other applicable agency 65% PS&E comments. Provide written documentation of comments and resolutions between checker and designer.

2.4.4 **Bridge Design.** Update Bridge PS&E package to final level of completion representing complete contract documents to be issued for bidding and construction.

EXHIBIT A

*SCOPE OF SERVICES FOR DESIGN OF
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- 2.4.5 Roadway Special Provisions. Prepare Roadway Special Provisions in MS Word format based on Caltrans' Standard Special Provisions and Standard Specifications. Specifications will be modified as appropriate to meet the County's standards and requirements.
- 2.4.6 Cost Estimate. Update cost estimate to reflect 90% level of completion.
- 2.4.7 Submit 90% PS&E Package. Coordinate and submit 90% PS&E Package including:
- Full size plans (22x34) – three sets
 - Half-size plans (11x17) – two sets
 - Annotated structure special provisions – three copies
 - Quantity and Cost Estimate – three copies
 - Design and Check Bridge Calculations – three copies
 - Foundation Report with LOTB – three copies
 - Hydraulic Design Report – three copies

2.5 PREPARE 100% (FINAL) PS&E PACKAGE

Incorporate agency comments on 90% PS&E package and prepare 100% (Final) PS&E package ready for bidding as follows:

- 2.5.1 Roadway/Civil Design. After review comments are received from the 90% PS&E submittal, conduct a site visit to address any constructability issues and items that require additional detail. The County will be invited to attend the site visit.
- Final Plan submittal to the County will include one set of wet signed and stamped final plans on 4 mil mylar and electronic CAD drawing files and Word files.
- Prepare the construction staking notes for horizontal and vertical control, clearing limits, line and grade offsets, rough and finishing grades, slope stakes, drainage facilities, grade breaks, angle points, EC, BC, BVC, EVC, PVI transition points and roadway improvements at 50-foot maximum intervals.
- 2.5.2 Bridge Design. Upon receipt of final County approval, deliver an original set of stamped and signed plans to County for use in soliciting construction bids.
- 2.5.3 Special Provisions. Update and finalize special provisions as needed.
- 2.5.4 Cost Estimate. Update and finalize cost estimate as needed and include quantity calculations and other supporting data for County use in administering construction.
- 2.5.5 Submit 100% (Final) PS&E Package. Coordinate and submit 100% (Final) PS&E package including:
- Mylar final plans (22x34) – one set
 - Electronic plan files on CD in AutoCAD 2012 format – one copy
 - Bidding documents on CD in MS Word format – one copy
 - Engineer's estimate on CD in MS Excel format – one copy
 - Full size plans – three sets
 - Independently checked bridge design and quantity calculations – two sets

TASK 3: BID AND CONSTRUCTION SUPPORT

3.1 BID SUPPORT

Provide technical support to County during bidding phase to answer questions, clarify construction documents, etc. Activities may include:

EXHIBIT A

*SCOPE OF SERVICES FOR DESIGN OF
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- Attend Pre-Bid Meeting
- Respond to RFI's and Questions during bid period
- Prepare Addenda
- Prepare Bid Analysis

3.2 DESIGN SUPPORT DURING CONSTRUCTION

Provide technical (office) support to County or consultant construction management staff during construction of the project. Provide on-going consultation and interpretation of contract documents, as requested. Written responses will be provided to all RFI's and supplemental or revised drawings may be issued to provide clarity to the Resident Engineer and Contractor. Activities may include:

- Attend Pre-Construction Meeting
- Respond to RFI's and Questions during construction period
- Prepare Change Orders
- Review Contractor Submittals
- Conduct site visits and attend meetings (only as requested by County)
- Prepare As-Built Drawings

ASSUMPTIONS

- County will prepare boilerplate for contract documents and assemble complete bid package
- An IS/MND will be the appropriate level of CEQA documentation, and a Categorical Exclusion will be the appropriate level of NEPA documentation. If the project description changes or if currently unknown circumstances arise in a manner that would result in greater environmental impacts, the environmental scope may need to be revised.
- Biological studies and the jurisdictional delineation will be based on thirty five percent design information, and necessary access will be provided to allow surveys to be conducted within the entire BSA. Threatened or endangered species will not be impacted by the project, and no agency consultation will be required.
- Regulatory permit applications will be based on sixty five percent design information.
- All fees associated with the regulatory permits and filing of notifications will be paid by the County.
- Based on the project information provided (no bridge widening or additional ROW), technical studies related to air quality, farmlands, Section 4(f), hazardous materials, and historic resources are not anticipated. If the project description changes or if currently unknown circumstances arise in a manner that would require the preparation of these technical studies, the scope of work will be revised.
- No archaeological resources, previously or newly discovered, will be present in the project area. If documentation of resources will be required, the scope of work will be revised.
- It is assumed that no more than two rounds of comments would be received on each technical study and each phase of the environmental document (Administrative Draft, Draft, and Final).

EXHIBIT B

Cost Proposal Worksheet					
COMPANY:	NAME OF WORK:				DATE:
Moffatt & Nichol	Prime Structural Engineering				8/17/2015
PROJECT:	MULTICORNER PROJECT SUMMARY:				
Ave 424 Bridge at Traver Canal	Preliminary and Final Engineering				
DIRECT LABOR					
PERSONNEL	FUNCTION	HOURS	RATE	AMOUNT	
G. Antonucci	Project Manager	305.0	\$ 95.50	\$ 19,879.00	
G. Dekker	Bridge Engineer I	456.0	\$ 41.50	\$ 18,624.00	
A. Munefian	Bridge Engineer II	116.0	\$ 48.50	\$ 5,626.00	
Staff	CADD	244.0	\$ 46.75	\$ 11,407.00	
TOTAL HOURS		1,072.0	TOTAL DIRECT LABOR		\$ 55,836
MULTIPLIERS					
ESCALATION		0.00% (of Total Direct Labor)		\$	-
OVERHEAD		166.39% (of Total Direct Labor + Escalation)		\$	104,073
PAYROLL ADDITIVES		0.00% (of Total Direct Labor + Escalation)		\$	-
				TOTAL MULTIPLIERS	\$ 104,073
OTHER DIRECT EXPENSES					
ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT	
Reproduction	LS	1	\$ 500.00	\$ 500.00	
Mileage	MI	2,600	\$ 0.56	\$ 1,120.00	
Lodging	EA	2	\$ 200.00	\$ 400.00	
Special Deliveries	EA	15	\$ 50.00	\$ 750.00	
				\$ -	
				\$ -	
				\$ -	
TOTAL OTHER DIRECT EXPENSES				\$ 2,770	
OUTSIDE SERVICES					
COMPANY	FUNCTION			TOTAL	
Dekker Engineering	Civil Engineering			\$ 76,712	
GPA	Base Environmental Services			\$ 42,023	
Quadrant Corp.	Surveying/Mapping/Right of Way Engineering			\$ 29,750	
WIRECO	Hydraulic Engineering			\$ 18,560	
Parkin	Geotechnical Engineering			\$ 38,856	
				\$ -	
				\$ -	
TOTAL OUTSIDE SERVICES				\$ 204,701	
FEES					
OUTSIDE SERVICES ADMIN FEE		0.00% (of Total Outside Services)		\$	-
FIXED FEE		10.00% (of Total Direct Labor + Total Multipliers)		\$	15,991
TOTAL FEES				\$ 15,991	
TOTAL COST				\$ 383,271	
OPTIONAL STRUCTURAL ENGINEERING SERVICES (MAN)				\$ 2,615	
OPTIONAL ENVIRONMENTAL SERVICES (GPA)				\$ 37,681	
OPTIONAL TOTAL COST				\$ 423,566	

EXHIBIT B

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EXHIBIT B

Cost Proposal Worksheet					
COMPANY		SCOPE OF WORK			DATE
Moffatt & Nichol		Optional Structural Engineering			8/17/2015
PROJECT		PROJECT NUMBER/PROJECT SUMMARY			
Ave 424 Bridge at Trever Canal		Preliminary and Final Engineering			
DIRECT LABOR					
PERSONNEL	FUNCTION	HOURS	RATE	AMOUNT	
G. Dekker	Bridge Engineer I	20.0	\$ 41.50	\$ 830.00	
TOTAL HOURS		20.0	TOTAL DIRECT LABOR		\$ 830
MULTIPLIERS					
ESCALATION		0.00% (of Total Direct Labor)		\$ -	
OVERHEAD		100.36% (of Total Direct Labor + Escalation)		\$ 1,547	
PAYROLL ADDITIVES		0.00% (of Total Direct Labor + Escalation)		\$ -	
TOTAL MULTIPLIERS				\$ 1,547	
OTHER DIRECT EXPENSES					
ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT	
TOTAL OTHER DIRECT EXPENSES				\$ -	
OUTSIDE SERVICES					
COMPANY	FUNCTION		TOTAL		
TOTAL OUTSIDE SERVICES			\$ -		
FEES					
OUTSIDE SERVICES ADMIN FEE		0.00% (of Total Outside Services)		\$ -	
FIXED FEE		10.00% (of Total Direct Labor + Total Multipliers)		\$ 238	
TOTAL FEES				\$ 238	
TOTAL OPTIONAL COST				\$ 2,615	

EXHIBIT B

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EXHIBIT B

Cost Proposal Worksheet				
COMPANY		SCOPE OF WORK		DATE
Dakken Engineering		Civil Engineering		8/17/2015
PROJECT		PROJECT/PHASE/PROJECT SUMMARY		
Ave 424 Bridge at Trever Canal		Preliminary and Final Engineering		
DIRECT LABOR				
PERSONNEL	FUNCTION	HOURS	RATE	AMOUNT
J. Ramos	Project Manager	46.0	\$ 70.00	\$ 3,220.00
Staff	Road Project Engineer	166.0	\$ 42.00	\$ 6,972.00
Staff	Assistant Engineer	456.0	\$ 30.00	\$ 13,680.00
TOTAL HOURS		668.0	TOTAL DIRECT LABOR \$ 23,872	
MULTIPLIERS				
ESCALATION		0.00% (of Total Direct Labor)		\$ -
OVERHEAD		161.07% (of Total Direct Labor + Escalation)		\$ 38,584
PAYROLL ADDITIVES		0.00% (of Total Direct Labor + Escalation)		\$ -
TOTAL MULTIPLIERS			\$ 38,584	
OTHER DIRECT EXPENSES				
ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT
Utility Potholing (Up to 8)	LS	1	\$ 8,000.00	\$ 8,000.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL OTHER DIRECT EXPENSES			\$ 8,000	
OUTSIDE SERVICES				
COMPANY	FUNCTION	TOTAL		
		\$ -		
		\$ -		
		\$ -		
		\$ -		
		\$ -		
		\$ -		
		\$ -		
TOTAL OUTSIDE SERVICES		\$ -		
FEES				
OUTSIDE SERVICES ADMIN FEE		0.00% (of Total Outside Services)		\$ -
FIXED FEE		10.00% (of Total Direct Labor + Total Multipliers)		\$ 6,247
TOTAL FEES			\$ 6,247	
TOTAL COST			\$ 76,712	

EXHIBIT B

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EXHIBIT B

Cost Proposal Worksheet					
COMPANY		SCOPE OF WORK			DATE
GPA		Environmental Services			8/17/2015
PROJECT		MILESTONE PHASE PROJECT SUMMARY			
Ave 424 Bridge at Traver Canal		Preliminary and Final Engineering			
DIRECT LABOR					
PERSONNEL	FUNCTION	HOURS	RATE	AMOUNT	
R. Galvin	Principal Env Planner	16.0	\$ 108.66	\$ 3,178.68	
E. Peterson	Senior Env Planner	70.0	\$ 111.27	\$ 7,738.90	
J. Morrison	Associate Biologist	72.0	\$ 63.36	\$ 4,561.92	
M. Jones	Asst Env Planner	40.0	\$ 62.28	\$ 2,490.40	
M. Schrader	Senior Biologist Env Planner	50.0	\$ 139.06	\$ 6,953.00	
S. Mayta	Assoc Biologist GIS Analyst	48.0	\$ 60.99	\$ 5,687.52	
TOTAL HOURS		296.0	TOTAL DIRECT LABOR		\$ 28,561
MULTIPLIERS					
ESCALATION		0.00% (of Total Direct Labor)		\$ -	
OVERHEAD		0.00% (of Total Direct Labor + Escalation)		\$ -	
PAYROLL ADDITIVES		0.00% (of Total Direct Labor + Escalation)		\$ -	
TOTAL MULTIPLIERS				\$ -	
OTHER DIRECT EXPENSES					
ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT	
Ambient (Construction Noise Memorandum)	LS	1	\$ 4,180.00	\$ 4,180.00	
Applied Earthworks (ASR & MPSR)	LS	1	\$ 7,362.30	\$ 7,362.30	
Copies	LS	1	\$ 500.00	\$ 500.00	
Mileage	MI	2,000	\$ 0.58	\$ 1,120.00	
				\$ -	
				\$ -	
				\$ -	
TOTAL OTHER DIRECT EXPENSES				\$ 13,162	
OUTSIDE SERVICES					
COMPANY	FUNCTION			TOTAL	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
TOTAL OUTSIDE SERVICES				\$ -	
FEES					
OUTSIDE SERVICES ADMIN FEE		0.00% (of Total Outside Services)		\$ -	
FIXED FEE		0.00% (of Total Direct Labor + Total Multipliers)		\$ -	
TOTAL FEES				\$ -	
TOTAL COST				\$ 42,023	

EXHIBIT B

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EXHIBIT B

Cost Proposal Worksheet				
CLIENT	NAME OF WORK			DATE
GPA	Optional Environmental Services			8/17/2015
PROJECT	MULTIPLIER/PROPOSED PROJECT SUMMARY			
Ave 424 Bridge at Traver Canal	Preliminary and Final Engineering			
DIRECT LABOR				
PERSONNEL	FUNCTION	HOURS	RATE	AMOUNT
R. Galvin	Principal Env Planner	14.0	\$ 198.68	\$ 2,781.52
E. Peterson	Senior Env Planner	80.0	\$ 111.27	\$ 8,901.60
J. Morrison	Associate Biologist	110.0	\$ 63.36	\$ 6,969.60
M. Jones	Asst Env Planner	170.0	\$ 62.26	\$ 10,584.20
M. Schrader	Senior Biologist Env Planner	16.0	\$ 139.06	\$ 2,224.96
S. Mayra	Assoc Biologist GIS Analyst	16.0	\$ 80.90	\$ 1,294.40
J. Ogger	Assoc Env Planner	20.0	\$ 92.70	\$ 1,854.00
S. Glowacki	Senior Biologist	32.0	\$ 112.66	\$ 3,605.12
TOTAL HOURS		448.0	TOTAL DIRECT LABOR \$ 37,581	
MULTIPLIERS				
ESCALATION	0.00% (of Total Direct Labor)		\$	-
OVERHEAD	0.00% (of Total Direct Labor + Escalation)		\$	-
PAYROLL ADDITIVES	0.00% (of Total Direct Labor + Escalation)		\$	-
TOTAL MULTIPLIERS			\$	-
OTHER DIRECT EXPENSES				
ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL OTHER DIRECT EXPENSES			\$	-
OUTSIDE SERVICES				
COMPANY	FUNCTION	TOTAL		
		\$ -		
		\$ -		
		\$ -		
		\$ -		
		\$ -		
		\$ -		
		\$ -		
TOTAL OUTSIDE SERVICES			\$	-
FEES				
OUTSIDE SERVICES ADMIN FEE	0.00% (of Total Outside Services)		\$	-
FIXED FEE	0.00% (of Total Direct Labor + Total Multipliers)		\$	-
TOTAL FEES			\$	-
TOTAL COST			\$	37,581

EXHIBIT B

Task/Project		Detailed Environmental Services WATER AND WASTEWATER SERVICES											01/12/2018	
Contract		Contract Reference											Contract Value	
Contract		Contract Reference											Contract Value	
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EXHIBIT B

Cost Proposal Worksheet				
COMPANY	SCOPE OF WORK	DATE		
Quad Knopf	Surveying/Mapping/Right of Way Engineering	8/17/2015		
PROJECT	VALENTINE PARK PROJECT'S JOURNAL			
Ave 424 Bridge at Trever Canal	Preliminary and Final Engineering			
DIRECT LABOR				
PERSONNEL	FUNCTION	HOURS	RATE	AMOUNT
J. May	Project Manager	41.5	\$ 150.00	\$ 6,474.00
E. Hussey & D. Berry	Survey Crew	43.0	\$ 240.00	\$ 10,320.00
Staff	Office Surveyor	4.5	\$ 133.00	\$ 598.50
D. Berry	QA/QC	20.0	\$ 156.00	\$ 3,120.00
J. Correa	CADD	52.0	\$ 133.00	\$ 6,916.00
C. Knopf	Admin 1	3.0	\$ 156.00	\$ 468.00
R. Joyner	Admin 2	10.3	\$ 150.00	\$ 1,553.10
TOTAL HOURS		174.3	TOTAL DIRECT LABOR \$ 25,750	
MULTIPLIERS				
ESCALATION	0.00% (of Total Direct Labor)		\$	-
OVERHEAD	0.00% (of Total Direct Labor + Escalation)		\$	-
PAYROLL ADDITIVES	0.00% (of Total Direct Labor + Escalation)		\$	-
TOTAL MULTIPLIERS			\$	-
OTHER DIRECT EXPENSES				
ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL OTHER DIRECT EXPENSES			\$	-
OUTSIDE SERVICES				
COMPANY	FUNCTION	TOTAL		
		\$ -		
		\$ -		
		\$ -		
		\$ -		
		\$ -		
		\$ -		
		\$ -		
TOTAL OUTSIDE SERVICES		\$ -		
FEES				
OUTSIDE SERVICES ADMIN FEE	0.00% (of Total Outside Services)		\$	-
FIXED FEE	0.00% (of Total Direct Labor + Total Multipliers)		\$	-
TOTAL FEES			\$	-
TOTAL COST			\$	26,750

EXHIBIT B

Mention Worked											
Client Name			Project Name								
Suez Canal			Suez Canal Authority								
Suez Canal			Suez Canal Authority								
Suez Canal			Suez Canal Authority								
Ref	Task	Task Name	Task Description	Task Status	Task Priority	Task Type	Task Category	Task Sub-Category	Task Sub-Sub-Category	Task Sub-Sub-Sub-Category	Task Sub-Sub-Sub-Sub-Category
1	1.1	1.1.1	1.1.1.1	1.1.1.1.1	1.1.1.1.1.1	1.1.1.1.1.1.1	1.1.1.1.1.1.1.1	1.1.1.1.1.1.1.1.1	1.1.1.1.1.1.1.1.1.1	1.1.1.1.1.1.1.1.1.1.1	1.1.1.1.1.1.1.1.1.1.1.1
2	2.1	2.1.1	2.1.1.1	2.1.1.1.1	2.1.1.1.1.1	2.1.1.1.1.1.1	2.1.1.1.1.1.1.1	2.1.1.1.1.1.1.1.1	2.1.1.1.1.1.1.1.1.1	2.1.1.1.1.1.1.1.1.1.1	2.1.1.1.1.1.1.1.1.1.1.1
3	3.1	3.1.1	3.1.1.1	3.1.1.1.1	3.1.1.1.1.1	3.1.1.1.1.1.1	3.1.1.1.1.1.1.1	3.1.1.1.1.1.1.1.1	3.1.1.1.1.1.1.1.1.1	3.1.1.1.1.1.1.1.1.1.1	3.1.1.1.1.1.1.1.1.1.1.1
4	4.1	4.1.1	4.1.1.1	4.1.1.1.1	4.1.1.1.1.1	4.1.1.1.1.1.1	4.1.1.1.1.1.1.1	4.1.1.1.1.1.1.1.1	4.1.1.1.1.1.1.1.1.1	4.1.1.1.1.1.1.1.1.1.1	4.1.1.1.1.1.1.1.1.1.1.1
5	5.1	5.1.1	5.1.1.1	5.1.1.1.1	5.1.1.1.1.1	5.1.1.1.1.1.1	5.1.1.1.1.1.1.1	5.1.1.1.1.1.1.1.1	5.1.1.1.1.1.1.1.1.1	5.1.1.1.1.1.1.1.1.1.1	5.1.1.1.1.1.1.1.1.1.1.1
6	6.1	6.1.1	6.1.1.1	6.1.1.1.1	6.1.1.1.1.1	6.1.1.1.1.1.1	6.1.1.1.1.1.1.1	6.1.1.1.1.1.1.1.1	6.1.1.1.1.1.1.1.1.1	6.1.1.1.1.1.1.1.1.1.1	6.1.1.1.1.1.1.1.1.1.1.1
7	7.1	7.1.1	7.1.1.1	7.1.1.1.1	7.1.1.1.1.1	7.1.1.1.1.1.1	7.1.1.1.1.1.1.1	7.1.1.1.1.1.1.1.1	7.1.1.1.1.1.1.1.1.1	7.1.1.1.1.1.1.1.1.1.1	7.1.1.1.1.1.1.1.1.1.1.1
8	8.1	8.1.1	8.1.1.1	8.1.1.1.1	8.1.1.1.1.1	8.1.1.1.1.1.1	8.1.1.1.1.1.1.1	8.1.1.1.1.1.1.1.1	8.1.1.1.1.1.1.1.1.1	8.1.1.1.1.1.1.1.1.1.1	8.1.1.1.1.1.1.1.1.1.1.1
9	9.1	9.1.1	9.1.1.1	9.1.1.1.1	9.1.1.1.1.1	9.1.1.1.1.1.1	9.1.1.1.1.1.1.1	9.1.1.1.1.1.1.1.1	9.1.1.1.1.1.1.1.1.1	9.1.1.1.1.1.1.1.1.1.1	9.1.1.1.1.1.1.1.1.1.1.1
10	10.1	10.1.1	10.1.1.1	10.1.1.1.1	10.1.1.1.1.1	10.1.1.1.1.1.1	10.1.1.1.1.1.1.1	10.1.1.1.1.1.1.1.1	10.1.1.1.1.1.1.1.1.1	10.1.1.1.1.1.1.1.1.1.1	10.1.1.1.1.1.1.1.1.1.1.1
11	11.1	11.1.1	11.1.1.1	11.1.1.1.1	11.1.1.1.1.1	11.1.1.1.1.1.1	11.1.1.1.1.1.1.1	11.1.1.1.1.1.1.1.1	11.1.1.1.1.1.1.1.1.1	11.1.1.1.1.1.1.1.1.1.1	11.1.1.1.1.1.1.1.1.1.1.1
12	12.1	12.1.1	12.1.1.1	12.1.1.1.1	12.1.1.1.1.1	12.1.1.1.1.1.1	12.1.1.1.1.1.1.1	12.1.1.1.1.1.1.1.1	12.1.1.1.1.1.1.1.1.1	12.1.1.1.1.1.1.1.1.1.1	12.1.1.1.1.1.1.1.1.1.1.1
13	13.1	13.1.1	13.1.1.1	13.1.1.1.1	13.1.1.1.1.1	13.1.1.1.1.1.1	13.1.1.1.1.1.1.1	13.1.1.1.1.1.1.1.1	13.1.1.1.1.1.1.1.1.1	13.1.1.1.1.1.1.1.1.1.1	13.1.1.1.1.1.1.1.1.1.1.1
14	14.1	14.1.1	14.1.1.1	14.1.1.1.1	14.1.1.1.1.1	14.1.1.1.1.1.1	14.1.1.1.1.1.1.1	14.1.1.1.1.1.1.1.1	14.1.1.1.1.1.1.1.1.1	14.1.1.1.1.1.1.1.1.1.1	14.1.1.1.1.1.1.1.1.1.1.1
15	15.1	15.1.1	15.1.1.1	15.1.1.1.1	15.1.1.1.1.1	15.1.1.1.1.1.1	15.1.1.1.1.1.1.1	15.1.1.1.1.1.1.1.1	15.1.1.1.1.1.1.1.1.1	15.1.1.1.1.1.1.1.1.1.1	15.1.1.1.1.1.1.1.1.1.1.1
16	16.1	16.1.1	16.1.1.1	16.1.1.1.1	16.1.1.1.1.1	16.1.1.1.1.1.1	16.1.1.1.1.1.1.1	16.1.1.1.1.1.1.1.1	16.1.1.1.1.1.1.1.1.1	16.1.1.1.1.1.1.1.1.1.1	16.1.1.1.1.1.1.1.1.1.1.1
17	17.1	17.1.1	17.1.1.1	17.1.1.1.1	17.1.1.1.1.1	17.1.1.1.1.1.1	17.1.1.1.1.1.1.1	17.1.1.1.1.1.1.1.1	17.1.1.1.1.1.1.1.1.1	17.1.1.1.1.1.1.1.1.1.1	17.1.1.1.1.1.1.1.1.1.1.1
18	18.1	18.1.1	18.1.1.1	18.1.1.1.1	18.1.1.1.1.1	18.1.1.1.1.1.1	18.1.1.1.1.1.1.1	18.1.1.1.1.1.1.1.1	18.1.1.1.1.1.1.1.1.1	18.1.1.1.1.1.1.1.1.1.1	18.1.1.1.1.1.1.1.1.1.1.1
19	19.1	19.1.1	19.1.1.1	19.1.1.1.1	19.1.1.1.1.1	19.1.1.1.1.1.1	19.1.1.1.1.1.1.1	19.1.1.1.1.1.1.1.1	19.1.1.1.1.1.1.1.1.1	19.1.1.1.1.1.1.1.1.1.1	19.1.1.1.1.1.1.1.1.1.1.1
20	20.1	20.1.1	20.1.1.1	20.1.1.1.1	20.1.1.1.1.1	20.1.1.1.1.1.1	20.1.1.1.1.1.1.1	20.1.1.1.1.1.1.1.1	20.1.1.1.1.1.1.1.1.1	20.1.1.1.1.1.1.1.1.1.1	20.1.1.1.1.1.1.1.1.1.1.1
21	21.1	21.1.1	21.1.1.1	21.1.1.1.1	21.1.1.1.1.1	21.1.1.1.1.1.1	21.1.1.1.1.1.1.1	21.1.1.1.1.1.1.1.1	21.1.1.1.1.1.1.1.1.1	21.1.1.1.1.1.1.1.1.1.1	21.1.1.1.1.1.1.1.1.1.1.1
22	22.1	22.1.1	22.1.1.1	22.1.1.1.1	22.1.1.1.1.1	22.1.1.1.1.1.1	22.1.1.1.1.1.1.1	22.1.1.1.1.1.1.1.1	22.1.1.1.1.1.1.1.1.1	22.1.1.1.1.1.1.1.1.1.1	22.1.1.1.1.1.1.1.1.1.1.1
23	23.1	23.1.1	23.1.1.1	23.1.1.1.1	23.1.1.1.1.1	23.1.1.1.1.1.1	23.1.1.1.1.1.1.1	23.1.1.1.1.1.1.1.1	23.1.1.1.1.1.1.1.1.1	23.1.1.1.1.1.1.1.1.1.1	23.1.1.1.1.1.1.1.1.1.1.1
24	24.1	24.1.1	24.1.1.1	24.1.1.1.1	24.1.1.1.1.1	24.1.1.1.1.1.1	24.1.1.1.1.1.1.1	24.1.1.1.1.1.1.1.1	24.1.1.1.1.1.1.1.1.1	24.1.1.1.1.1.1.1.1.1.1	24.1.1.1.1.1.1.1.1.1.1.1
25	25.1	25.1.1	25.1.1.1	25.1.1.1.1	25.1.1.1.1.1	25.1.1.1.1.1.1	25.1.1.1.1.1.1.1	25.1.1.1.1.1.1.1.1	25.1.1.1.1.1.1.1.1.1	25.1.1.1.1.1.1.1.1.1.1	25.1.1.1.1.1.1.1.1.1.1.1
26	26.1	26.1.1	26.1.1.1	26.1.1.1.1	26.1.1.1.1.1	26.1.1.1.1.1.1	26.1.1.1.1.1.1.1	26.1.1.1.1.1.1.1.1	26.1.1.1.1.1.1.1.1.1	26.1.1.1.1.1.1.1.1.1.1	26.1.1.1.1.1.1.1.1.1.1.1
27	27.1	27.1.1	27.1.1.1	27.1.1.1.1	27.1.1.1.1.1	27.1.1.1.1.1.1	27.1.1.1.1.1.1.1	27.1.1.1.1.1.1.1.1	27.1.1.1.1.1.1.1.1.1	27.1.1.1.1.1.1.1.1.1.1	27.1.1.1.1.1.1.1.1.1.1.1
28	28.1	28.1.1	28.1.1.1	28.1.1.1.1	28.1.1.1.1.1	28.1.1.1.1.1.1	28.1.1.1.1.1.1.1	28.1.1.1.1.1.1.1.1	28.1.1.1.1.1.1.1.1.1	28.1.1.1.1.1.1.1.1.1.1	28.1.1.1.1.1.1.1.1.1.1.1
29	29.1	29.1.1	29.1.1.1	29.1.1.1.1	29.1.1.1.1.1	29.1.1.1.1.1.1	29.1.1.1.1.1.1.1	29.1.1.1.1.1.1.1.1	29.1.1.1.1.1.1.1.1.1	29.1.1.1.1.1.1.1.1.1.1	29.1.1.1.1.1.1.1.1.1.1.1
30	30.1	30.1.1	30.1.1.1	30.1.1.1.1	30.1.1.1.1.1	30.1.1.1.1.1.1	30.1.1.1.1.1.1.1	30.1.1.1.1.1.1.1.1	30.1.1.1.1.1.1.1.1.1	30.1.1.1.1.1.1.1.1.1.1	30.1.1.1.1.1.1.1.1.1.1.1
31	31.1	31.1.1	31.1.1.1	31.1.1.1.1	31.1.1.1.1.1	31.1.1.1.1.1.1	31.1.1.1.1.1.1.1	31.1.1.1.1.1.1.1.1	31.1.1.1.1.1.1.1.1.1	31.1.1.1.1.1.1.1.1.1.1	31.1.1.1.1.1.1.1.1.1.1.1
32	32.1	32.1.1	32.1.1.1	32.1.1.1.1	32.1.1.1.1.1	32.1.1.1.1.1.1	32.1.1.1.1.1.1.1	32.1.1.1.1.1.1.1.1	32.1.1.1.1.1.1.1.1.1	32.1.1.1.1.1.1.1.1.1.1	32.1.1.1.1.1.1.1.1.1.1.1
33	33.1	33.1.1	33.1.1.1	33.1.1.1.1	33.1.1.1.1.1	33.1.1.1.1.1.1	33.1.1.1.1.1.1.1	33.1.1.1.1.1.1.1.1	33.1.1.1.1.1.1.1.1.1	33.1.1.1.1.1.1.1.1.1.1	33.1.1.1.1.1.1.1.1.1.1.1
34	34.1	34.1.1	34.1.1.1	34.1.1.1.1	34.1.1.1.1.1	34.1.1.1.1.1.1	34.1.1.1.1.1.1.1	34.1.1.1.1.1.1.1.1	34.1.1.1.1.1.1.1.1.1	34.1.1.1.1.1.1.1.1.1.1	34.1.1.1.1.1.1.1.1.1.1.1
35	35.1	35.1.1	35.1.1.1	35.1.1.1.1	35.1.1.1.1.1	35.1.1.1.1.1.1	35.1.1.1.1.1.1.1	35.1.1.1.1.1.1.1.1	35.1.1.1.1.1.1.1.1.1	35.1.1.1.1.1.1.1.1.1.1	35.1.1.1.1.1.1.1.1.1.1.1
36	36.1	36.1.1	36.1.1.1	36.1.1.1.1	36.1.1.1.1.1	36.1.1.1.1.1.1	36.1.1.1.1.1.1.1	36.1.1.1.1.1.1.1.1	36.1.1.1.1.1.1.1.1.1	36.1.1.1.1.1.1.1.1.1.1	36.1.1.1.1.1.1.1.1.1.1.1
37	37.1	37.1.1	37.1.1.1	37.1.1.1.1	37.1.1.1.1.1	37.1.1.1.1.1.1	37.1.1.1.1.1.1.1	37.1.1.1.1.1.1.1.1	37.1.1.1.1.1.1.1.1.1	37.1.1.1.1.1.1.1.1.1.1	37.1.1.1.1.1.1.1.1.1.1.1
38	38.1	38.1.1	38.1.1.1	38.1.1.1.1	38.1.1.1.1.1	38.1.1.1.1.1.1	38.1.1.1.1.1.1.1	38.1.1.1.1.1.1.1.1	38.1.1.1.1.1.1.1.1.1	38.1.1.1.1.1.1.1.1.1.1	38.1.1.1.1.1.1.1.1.1.1.1
39	39.1	39.1.1	39.1.1.1	39.1.1.1.1	39.1.1.1.1.1	39.1.1.1.1.1.1	39.1.1.1.1.1.1.1	39.1.1.1.1.1.1.1.1	39.1.1.1.1.1.1.1.1.1	39.1.1.1.1.1.1.1.1.1.1	39.1.1.1.1.1.1.1.1.1.1.1
40	40.1	40.1.1	40.1.1.1	40.1.1.1.1	40.1.1.1.1.1	40.1.1.1.1.1.1	40.1.1.1.1.1.1.1	40.1.1.1.1.1.1.1.1	40.1.1.1.1.1.1.1.1.1	40.1.1.1.1.1.1.1.1.1.1	40.1.1.1.1.1.1.1.1.1.1.1
41	41.1	41.1.1	41.1.1.1	41.1.1.1.1	41.1.1.1.1.1	41.1.1.1.1.1.1	41.1.1.1.1.1.1.1	41.1.1.1.1.1.1.1.1	41.1.1.1.1.1.1.1.1.1	41.1.1.1.1.1.1.1.1.1.1	41.1.1.1.1.1.1.1.1.1.1.1
42	42.1	42.1.1	42.1.1.1	42.1.1.1.1	42.1.1.1.1.1	42.1.1.1.1.1.1	42.1.1.1.1.1.1.1	42.1.1.1.1.1.1.1.1	42.1.1.1.1.1.1.1.1.1	42.1.1.1.1.1.1.1.1.1.1	42.1.1.1.1.1.1.1.1.1.1.1
43	43.1	43.1.1	43.1.1.1	43.1.1.1.1	43.1.1.1.1.1	43.1.1.1.1.1.1	43.1.1.1.1.1.1.1	43.1.1.1.1.1.1.1.1	43.1.1.1.1.1.1.1.1.1	43.1.1.1.1.1.1.1.1.1.1	43.1.1.1.1.1.1.1.1.1.1.1
44	44.1	44.1.1	44.1.1.1	44.1.1.1.1	44.1.1.1.1.1	44.1.1.1.1.1.1	44.1.1.1.1.1.1.1	44.1.1.1.1.1.1.1.1	44.1.1.1.1.1.1.1.1.1	44.1.1.1.1.1.1.1.1.1.1	44.1.1.1.1.1.1.1.1.1.1.1
45	45.1	45.1.1	45.1.1.1	45.1.1.1.1	45.1.1.1.1.1	45.1.1.1.1.1.1	45.1.1.1.1.1.1.1	45.1.1.1.1.1.1.1.1	45.1.1.1.1.1.1.1.1.1	45.1.1.1.1.1.1.1.1.1.1	45.1.1.1.1.1.1.1.1.1.1.1
46	46.1	46.1.1	46.1.1.1	46.1.1.1.1	46.1.1.1.1.1	46.1.1.1.1.1.1	46.1.1.1.1.1.1.1	46.1.1.1.1.1.1.1.1	46.1.1.1.1.1.1.1.1.1	46.1.1.1.1.1.1.1.1.1.1	46.1.1.1.1.1.1.1.1.1.1.1
47	47.1	47.1.1	47.1.1.1	47.1.1.1.1	47.1.1.1.1.1	47.1.1.1.1.1.1	47.1.1.1.1.1.1.1	47.1.1.1.1.1.1.1.1	47.1.1.1.1.1.1.1.1.1	47.1.1.1.1.1.1.1.1.1.1	47.1.1.1.1.1.1.1.1.1.1.1
48	48.1	48.1.1	48.1.1.1	48.1.1.1.1	48.1.1.1.1.1	48.1.1.1.1.1.1	48.1.1.1.1.1.1.1	48.1.1.1.1.1.1.1.1	48.1.1.1.1.1.1.1.1.1	48.1.1.1.1.1.1.1.1.1.1	48.1.1.1.1.1.1.1.1.1.1.1
49	49.1	49.1.1	49.1.1.1	49.1.1.1.1	49.1.1.1.1.1	49.1.1.1.1.1.1	49.1.1.1.1.1.1.1	49.1.1.1.1.1.1.1.1	49.1.1.1.1.1.1.1.1.1	49.1.1.1.1.1.1.1.1.1.1	49.1.1.1.1.1.1.1.1.1.1.1
50	50.1	50.1.1	50.1.1.1	50.1.1.1.1	50.1.1.1.1.1	50.1.1.1.1.1.1	50.1.1.1.1.1.1.1	50.1.1.1.1.1.1.1.1	50.1.1.1.1.1.1.1.1.1	50.1.1.1.1.1.1.1.1.1.1	50.1.1.1.1.1.1.1.1.1.1.1
51	51.1	51.1.1	51.1.1.1	51.1.1.1.1	51.1.1.1.1.1	51.1.1.1.1.1.1	51.1.1.1.1.1.1.1	51.1.1.1.1.1.1.1.1	51.1.1.1.1.1.1.1.1.1	51.1.1.1.1.1.1.1.1.1.1	51.1.1.1.1.1.1.1.1.1.1.1

EXHIBIT B

Cost Proposal Worksheet				
COMPANY WRECO	NAME OF WORK Hydraulic Engineering	DATE 8/17/2015		
PROJECT Ave 424 Bridge at Traver Canal				
SUBJECT/NEPA/SEA/PROJECT SUMMARY Preliminary and Final Engineering				
DIRECT LABOR				
PERSONNEL	FUNCTION	HOURS	RATE	AMOUNT
	Principal Engineer	12.0	\$ 220.00	\$ 2,640.00
	Senior Engineer	30.0	\$ 155.00	\$ 4,650.00
	Assoc Engineer	30.0	\$ 115.00	\$ 3,450.00
	Staff Engineer	48.0	\$ 95.00	\$ 4,560.00
	Technician	4.0	\$ 85.00	\$ 340.00
	Clerical / Tech Editor	4.0	\$ 80.00	\$ 320.00
TOTAL HOURS		138.0	TOTAL DIRECT LABOR \$ 18,260	
MULTIPLIERS				
ESCALATION		0.00% (of Total Direct Labor)		\$ -
OVERHEAD		0.00% (of Total Direct Labor + Escalation)		\$ -
PAYROLL ADDITIVES		0.00% (of Total Direct Labor + Escalation)		\$ -
TOTAL MULTIPLIERS				\$ -
OTHER DIRECT EXPENSES				
ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT
Travel & Per Diem	LS	1	\$ 700.00	\$ 700.00
Office Misc & Reproductions	LS	1	\$ 600.00	\$ 600.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL OTHER DIRECT EXPENSES				\$ 1,300
OUTSIDE SERVICES				
COMPANY	FUNCTION	TOTAL		
		\$ -		
		\$ -		
		\$ -		
		\$ -		
		\$ -		
		\$ -		
TOTAL OUTSIDE SERVICES				\$ -
FEES				
OUTSIDE SERVICES ADMIN FEE		0.00% (of Total Outside Services)		\$ -
FIXED FEE		0.00% (of Total Direct Labor + Total Multipliers)		\$ -
TOTAL FEES				\$ -
TOTAL COST				\$ 19,560

EXHIBIT B

[illegible]

EXHIBIT B

Cost Proposal Worksheet				
COMPANY:		SCOPE OF WORK:		DATE:
Parikh Consultants, Inc.		Geotechnical Engineering		8/17/2016
PROJECT:		WASHINGTON PHASE II PROJECT SUBAREA:		
Ave 424 Bridge at Traver Canal		Preliminary and Final Engineering		
DIRECT LABOR				
PERSONNEL	FUNCTION	HOURS	RATE	AMOUNT
	Project Manager	19.0	\$ 91.27	\$ 1,733.13
	Sen Eng Geologist	0.0	\$ 86.95	\$ -
	Sen Project Soils Engineer	33.0	\$ 52.41	\$ 1,729.53
	Project Engineer	73.0	\$ 41.98	\$ 3,065.27
	Staff Engineer	43.0	\$ 33.56	\$ 1,442.65
	Field Engineer	22.0	\$ 42.90	\$ 943.60
	Laboratory Technician	32.0	\$ 32.13	\$ 1,028.16
	Engineering Draftsperson	34.0	\$ 34.02	\$ 1,156.68
	Contract Management	1.0	\$ 58.07	\$ 58.07
TOTAL HOURS		247.0		
			TOTAL DIRECT LABOR	\$ 10,817
MULTIPLIERS				
ESCALATION		0.00% (of Total Direct Labor)		\$ -
OVERHEAD		150.00% (of Total Direct Labor + Escalation)		\$ 16,226
PAYROLL ADDITIVES		0.00% (of Total Direct Labor + Escalation)		\$ -
		TOTAL MULTIPLIERS		\$ 16,226
OTHER DIRECT EXPENSES				
ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT
Travel Mileage/support truck	HR	2	\$ 250.00	\$ 500.00
Permits County (est.)	EA	1	\$ 250.00	\$ 250.00
Drinking Mals-Demob	HR	6	\$ 140.00	\$ 840.00
Drilling Costs	HR	19	\$ 180.00	\$ 3,240.00
Grouting of holes	HR	3	\$ 200.00	\$ 600.00
Cutting Chisels* (per drum)	EA	7	\$ 150.00	\$ 1,050.00
Traffic Control / Lane Closure	LS	0	\$ 2,000.00	\$ -
Reproduction	HR	2	\$ 50.00	\$ 100.00
Handling Charge 5%	Percent	\$ 6,580.00	5%	\$ 329.00
				\$ -
TOTAL OTHER DIRECT EXPENSES				\$ 6,909
OUTSIDE SERVICES				
COMPANY	FUNCTION	TOTAL		
		\$ -		
		\$ -		
		\$ -		
		\$ -		
		\$ -		
		\$ -		
		\$ -		
TOTAL OUTSIDE SERVICES		\$ -		
FEES				
OUTSIDE SERVICES ADMIN FEE		0.00% (of Total Outside Services)		\$ -
FIXED FEE		10.00% (of Total Direct Labor + Total Multipliers)		\$ 2,704
		TOTAL FEES		\$ 2,704
		TOTAL COST		\$ 30,856

EXHIBIT B

[illegible]

EXHIBIT C

PROFESSIONAL SERVICES CONTRACTS INSURANCE REQUIREMENTS

CONSULTANT shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONSULTANT, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Insurance Services Office Commercial General Liability coverage of \$1,000,000 combined single Limit per occurrence (occurrence Form CG 00 01). If an annual aggregate applies it must be no less than \$2,000,000.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, (any auto) of \$1,000,000 per occurrence. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the CONSULTANT's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

B. Specific Provisions of the Certificate

1. If the required insurance is written on a claim made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.
2. CONSULTANT must submit endorsements to the General Liability and Auto Liability reflecting the following provisions:
 - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; or automobiles owned, leased, hired or borrowed by the CONSULTANT.*
 - b. *For any claims related to this project, the CONSULTANT's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.*
 - c. *Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the County*
3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONSULTANT, its employees, agents and subcontractors.

EXHIBIT C

- a. *Waiver of Subrogation. The workers' compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONSULTANT, its employees, agents and subcontractors. CONSULTANT waives all rights against the County and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.*

C. Deductibles and Self-Insured Retentions

The COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A:VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

F. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONSULTANT shall file with the Tulare County Board of Supervisors, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #1) Page 1 of 2**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant _____ Contract No. _____ Date _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
(Project Manager)	_____	_____	\$ _____	\$ _____
(Sr. Civil Engineer)	_____	_____	\$ _____	\$ _____
(Envir. Scientist)	_____	_____	\$ _____	\$ _____
(Jr. Highway Engr)	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____

LABOR COSTS

- a) Subtotal Direct Labor Costs \$ _____
 b) Anticipated Salary Increases (see page 2 for sample) \$ _____

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] \$ _____**FRINGE BENEFITS**

- d) Fringe Benefits (Rate: _____%) e) **TOTAL FRINGE BENEFITS**
 [(c) x (d)] \$ _____

INDIRECT COSTS

- f) Overhead (Rate: _____%) g) Overhead [(c) x (f)] \$ _____
 h) General and Administrative (Rate: _____%) i) Gen & Admin [(c) x (h)] \$ _____

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] \$ _____**FEE (Profit)**

- q) (Rate: _____%) k) **TOTAL FIXED PROFIT** [(c) + (j) x (q)] \$ _____

OTHER DIRECT COSTS (ODC)

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs)	_____	\$ _____	\$ _____
m) Equipment Rental and Supplies (itemize)	_____	\$ _____	\$ _____
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc.	_____	\$ _____	\$ _____
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	_____	\$ _____	\$ _____

p) **TOTAL OTHER DIRECT COSTS** [(l) + (m) + (n) + (o)] \$ _____**TOTAL COST** [(c) + (j) + (k) + (p)] \$ _____**NOTES:**

- Employees subject to prevailing wage requirements to be marked with an *.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant _____ Contract No. _____ Date _____

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

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	5000	=	\$50.00	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation		
Year 1	\$50.00	+	2%	=	\$51.00 Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02 Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06 Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12 Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$257,871.10	
Direct Labor Subtotal before Escalation				=	\$250,000.00	
Estimated total of Direct Labor Salary Increase				=	\$7,871.10	Transfer to Page 1

NOTES:

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

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

The Agency has established a DBE goal for this Contract of 0 %

OR

The Agency has not established a goal for this Contract. However, proposers are encouraged to obtain DBE participation for this contract.

1. TERMS AS USED IN THIS DOCUMENT

- *The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.*
- *The term "Agreement" also means "Contract."*
- *Agency also means the local entity entering into this contract with the Contractor or Consultant.*
- *The term "Small Business" or "SB" is as defined in 49 CFR 26.65.*

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
 - 1. Click on the link in the left menu titled Disadvantaged Business Enterprise;
 - 2. Click on Search for a DBE Firm link;
 - 3. Click on Access to the DBE Query Form located on the first line in the center of the page.
- Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

**EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL
MANAGEMENT SYSTEM**

*(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of
DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at
http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)*

Certification of Final Indirect Costs:

Consultant Firm Name: Moffatt & Nichol

Indirect Cost Rate: 186.39 * for fiscal period 01/01/2014 - 12/31/2014 (mm/dd/yyyy to mm/dd/yyyy)

*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: County of Tulare

Contract Number: _____ Project Number: BRLO-5946(112)

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E Contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ 63,000,000 and the number of states in which the firm does business is 35.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Subconsultants (if applicable)

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ 204,701

Prime Consultants (if applicable)

Proposed **Total** Contract Amount (or amount not to exceed if on-call contract): \$ 383,371

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

Dokken Engineering	\$ 76,712
GPA	\$ 42,023
Quad Knopf	\$ 29,750
WRECO	\$ 19,560
Parikh	\$ 36,556

Consultant Certifying (Print Name and Title):

Name: Olie Abbamonto

Title: Chief Financial Officer

Consultant Certification Signature **: 

Date of Certification (mm/dd/yyyy): 01/11/2016

Consultant Contact Information:

Email: oabbamonto@moffatnichol.com

Phone number: (562) 590-6500

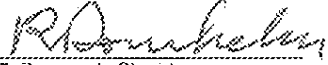
****An individual executive or financial officer of the consultant's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.**

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

Distribution: 1) Original to Caltrans Audits and Investigations
2) Retained in Local Agency Project Files

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: County of Tulare 2. Contract DBE Goal: 0%
 3. Project Description: Avenue 424 Bridge Replacement Over Traver Canal
 4. Project Location: On Avenue 424 over Traver Canal, 0.25 miles east of Road 64
 5. Consultant's Name: Moffatt & Nichol, Inc. 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: \$383,371.00
 8. Total Dollar Amount for ALL Subconsultants: \$204,701 9. Total Number of ALL Subconsultants: 5

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Environmental Documentation	36278	GPA Consulting, 231 California St., El Segundo, CA 90245; (310) 792-2690	\$42,023
Geotechnical Engineering	20259	Parikh Consultants, 2360 Quma Drive, Suite A San Jose, CA 95131; (408) 452-9000	\$36,656
Hydrology/Hydraulics	30066	WRECO, 1243 Alpine Road, Suite 108, Walnut Creek, CA 94595; (925) 941-0017	\$19,560
Local Agency to Complete this Section			\$ 98,239
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			14. TOTAL CLAIMED DBE PARTICIPATION 25.6 %
23. Local Agency Representative's Signature _____ 24. Date _____ 25. Local Agency Representative's Name _____ 26. Phone _____ 27. Local Agency Representative's Title _____			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  15. Preparer's Signature _____ Richard Dornhelm, PE 17. Preparer's Name _____ Vice President 19. Preparer's Title _____ 16. Date <u>1-12-16</u> 18. Phone <u>925-944-5411</u>

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3850 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT

CONSULTANT SECTION

1. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Location** - Enter the project location as it appears on the project advertisement.
4. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
5. **Consultant's Name** - Enter the consultant's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
8. **Total Dollar Amount for ALL Subconsultants** - Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
9. **Total number of ALL subconsultants** - Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
10. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
11. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
12. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
13. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
14. **Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
15. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
16. **Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
17. **Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
18. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
19. **Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

20. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
 21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
 22. **Contract Execution Date** - Enter the date the contract was executed.
 23. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
 24. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
 25. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
 26. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
 27. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.
-

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change or Material Change Only: Year _____ quarter _____ Date _____ report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____ 6. Federal Department/Agency 8. Federal Action Number, if known	5. If Reporting Entity is a Subawardee, State Name and Address of Prime Congressional District, if known _____ 7. Federal Program Name/Description: CFDA Number, if applicable _____ 9. Award Amount, if known:	
10. Name and Address of Lobbying Entity (individual, last name, first name, MI) (attach Continuation Sheet(s) if necessary)	11. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI) (attach Continuation Sheet(s) if necessary)	
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____	15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)	
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: <u>Richard Dornhelm</u> Print Name: <u>Richard Dornhelm, PE</u> Title: <u>Vice President</u> Telephone No.: <u>(925) 944-5411</u> Date: <u>1-12-16</u>		
Authorized for Local Reproduction Standard Form - LLL		

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04