

M348 South Fork Kaweah River Bridge (Br. NO. 46C-0195)
Bridge Replacement / Rehabilitation

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

A. County has requested proposals for professional engineering services for a bridge replacement/rehabilitation project on M348 over South Fork Kaweah River. 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, 2019. 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 actual 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 **FOUR HUNDRED ELEVEN THOUSAND ONE HUNDRED FORTY TWO AND 36/100 (\$411,142.36)** for primary services and **ONE HUNDRED SEVEN THOUSAND FOUR HUNDRED SEVENTY FIVE AND 02/100 (\$107,475.02)** for optional services. The breakdown for optional service is as follows:

Quincy Engineering, Inc.

Labor & Other Direct Cost: 9,936.37

Avilla

Task 8 & Task 9- Coordinate with CVFPB/ Scour and Bank Protection:

\$14,887.62

Dolken Eng.

Task 6.2.2.3 & 6.4 Biological Assessment & Endangered species

Act/Permitting: \$43,232

Task 6.3.1 Draft CEQA Environmental Document: \$ 27,503

Lane Engineering

Monumentation/Record of Survey/Legal Description: \$11,916.04

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:

Quincy Engineering, Inc.
Attention: Lance Schrey, P.E.
11017 Cobblersrock Drive, Suite 100
Rancho Cordova, CA 95670

Confirming No.: (916) 368-9181
Confirming Fax No.: (916) 368-1308
Email: lances@quincyeng.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 *[Signature]*
Title *Vice President*

By *[Signature]*
Title *Chief Financial Officer*

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

DETAILED SCOPE OF WORK

Quincy Engineering, Inc. (Quincy) provides the following scope of work and attached corresponding fee (Exhibit A) to provide plans, specifications, and estimate (PS&E) for the rehabilitation/replacement of the South Fork Kaweah River Bridge on road M348 (Bridge Number 46C0195) in Tulare County (County).

TASK 1 – PROJECT MANAGEMENT

Task 1.1 – Kick-off Meeting/Site Visit

A kick-off meeting will be held at the County office after the Notice to Proceed and will introduce the Project Team, establish communication channels, set the project schedules, clarify the Scope of Work, and define the roles and responsibilities of the various team members. Team members anticipated to be in attendance are staff from the County, Quincy, Avila and Associates Consulting Engineers Inc., Taber Consultants, Lane Engineering Inc. and Dokken Engineering. Quincy will distribute an approved meeting agenda, arrange attendance of key team members, and distribute meeting minutes. Upon completion of the Kick-off Meeting, Quincy will perform a site visit.

Task 1.2 – Data Collection

Quincy will obtain and review existing bridge inspection reports, as-built plans and any other available information that is pertinent to the project.

Task 1.3 – Project Management & Schedule

Quincy will lead Project Development Team (PDT) Meetings for the project. This will include distributing approved meeting agendas, arranging attendance of key team members, and distributing meeting minutes along with a summary of action items. Quincy will develop and update a critical path schedule for the project. A total of 4 PDT meetings in person and 2 WebEx (via the Internet) meetings are proposed for this scope of work in addition to the kick-off meeting. Quincy will also coordinate with other County subconsultants.

Task 1.4 – Central Valley Flood Protection Board (CVFPB) Coordination

Since this stretch of the South Fork of the Kaweah River falls under the jurisdiction of the CVFPB, Quincy will coordinate with the CVFPB and attend one meeting at their office in Sacramento.

Task 1.5 – Quality Control/Quality Assurance

Quincy will provide documented Quality Control/Quality Assurance following our in-house QA/QC Manual. This includes a Constructability Review, where a senior level engineer will review the entire draft PS&E (95% PS&E) package for uniformity, compatibility, and constructability as well as conformance with the Federal HBP requirements. The review will include comparing bridge plans with the roadway plans for conflicts or inconsistencies, and ensuring that the final design is in accordance with all environmental documents, permit requirements, hydraulics reports, and foundation recommendations. The specifications and estimate will be reviewed for consistency with the plans and to ensure that each construction item has an associated pay clause. Quincy will provide contract management and quality control services throughout the duration of the project.

Task 1 Products:

- Kick-off Meeting
- Project Schedule – MS Project
- In person PDT Meetings (Agenda & Meeting Minutes) – Total 4
- Phone Conference PDT Meetings (Agenda & Meeting Minutes) – Total 2

Task 1.6 – Highway Bridge Program (HBP) Updates

Quincy will assist the County with the completion of HBP forms requiring submittal found in the Caltrans Local Assistance Program Guidelines. The HBP forms will be completed and submitted to the County in Microsoft Word format.

EXHIBIT A

TASK 2 – TOPOGRAPHIC SURVEY

Lane Engineering Inc. (Lane) will perform the survey work.

Task 2.1 – Preliminary Right of Way & Control Field Survey

Lane will perform a right of way survey and provide design control and right of way mapping for the project. Horizontal and vertical control points will be set to last throughout the project (minimum of 4 points). Horizontal datum will be based on the North American Datum 83 (NAD 83). Vertical datum will be based on the North America Vertical Datum 88 (NAVD 88). Horizontal and vertical control will be established using static, post-processed observations. The existing 60' wide right of way (per deed dated August 5, 1933, recorded in Book 523, Page 476, File No. 8641) will be established based on the location of the existing road surveyed in the field.

Task 2.2 – Topographic Survey & Cross-Sections

A topographic survey will be conducted locating existing site improvements, visible utilities and other features necessary for improvement design. All surveys will be based on the previously established project control. Survey data will be compiled and processed and incorporated into a Topographic Base Map (Digital Terrain Model) to serve as a base file for design improvements.

The limits of the survey will include both roadway approaches 400 feet long by 80 foot wide at each end of the bridge along with areas parallel to the bridge: 100 feet north-east of the bridge and 50 feet south-west of the bridge. Additionally, ten (10) cross-sections of the creek will be taken to facilitate the hydraulic analysis. These will be located as follows:

- 500-ft downstream and upstream
- 300-ft downstream and upstream
- 200-ft downstream and upstream
- 100-ft downstream and upstream
- 50-ft downstream and upstream

Task 2 Products:

- Topographic Base Map
- Cross Sections (10)
- Record of Survey (optional)
- Legal Description & Exhibit (optional)

The topographic survey will include a cross-section through the bridge including upstream and down-stream soffit/bottom chord elevations. Also, the top of road elevations at the 4-corners of existing bridge, abutment corners and footing corners (where visible) will be located.

Task 2.3 – Establish Road Monumentation and File Record of Survey Map (Optional)

Establish and construct centerline monumentation for existing road (BCs, ECs, angle points). Centerline monumentation shall extend a maximum of 400' along the centerline of M348 each way from the bridge abutments. Monumentation will be constructed in accordance with County Plate No. A-31 at the end of construction activities.

Lane will file record of survey map with County Survey based on established and constructed centerline monumentation. Basis of bearings will be State Plane Coordinates.

Task 2.4 – Legal Description and Exhibit (Optional)

Lane will prepare the Legal Description and corresponding Exhibit for one parcel for right of way dedication (APN 114-210-008). This excludes surveying and locating section corners or breaking down section 24 to establish exact property lines of APN 114-210-008 & 007.

TASK 3 – HYDRAULIC ANALYSIS

In accordance with the Caltrans Local Assistance Program Guidelines, Avila and Associates Consulting Engineers, Inc. (Avila), will follow the Caltrans Final Hydraulic Report Format to complete the hydrologic and hydraulic report.

Task 3.1 – Reconnaissance and Site Visit

Avila will obtain relevant project information including but not limited to the following:

Caltrans Bridge Maintenance Reports for adjacent bridges crossing South Fork Kaweah River. From this information, one can determine if any maintenance issues of concern have occurred. This helps to determine the necessary freeboard, span lengths and the type of bridge pier that will minimize debris capture. Maintenance records can also be used to determine if significant channel bed degradation has occurred at the bridges and can be used as part of the degradation analysis.

1. Tulare County information on the existing bridge.
2. Historic hydraulic reports for bridge analysis from Caltrans Structure Hydraulics (if available).

EXHIBIT A

3. Historic creek discharges from the United States Geologic Survey for downstream gages.

Avila will field review the proposed bridge reach with Tulare County.

Assumptions: 1) Reports are public information and readily available, 2) Access to the bridge is readily available and 3) Bridge maintenance records are readily available for use by Avila.

Task 3.2 – Estimate Hydrology

The basin size will be estimated from available topographic maps. Avila will identify the appropriate design floods (likely the 50-year flood), base flood (100-year flood), flood of record (if available) and the overtopping flood. As required by FHWA and Caltrans, these floods will be evaluated using two or more methods such as the USGS Regional Regression Method, Flow Gaging Station Data Analysis (Log Pearson Type III) with a basin transfer. The results of the hydrologic analysis will be presented in the form of a flood frequency curve. Tulare County will be contacted to determine if they have reports estimating discharge at the bridge site. If reports are available, they will be reviewed to determine if the discharge estimates are reasonable.

Task 3 Products:

- Draft Hydraulic Study Report (PDF)
- Final Hydraulic Study Report (3 copies)

Task 3.3 – Hydraulic Analysis

Hydraulic parameters (water surface elevations and velocity) will be obtained from the Army Corps of Engineers HEC-RAS (Hydraulic Engineering Center River Analysis System) version 3.1.3 model based on: 1) eight to ten channel cross sections by Lane 2) As-built data or survey of the existing bridge provided by Lane and Caltrans 3) and a reconnaissance level field investigation by Avila.

The Hydraulic Model – HEC-RAS Analysis

The river reach will be described. Manning's "n" values for the channel and overbank will be estimated from field investigation and engineering judgment. Two steps will be used to develop the HEC-RAS Models.

1. Set up the existing HEC model
Obtain surveyed cross sections and set up the existing HEC model. This will be the existing conditions model for the hydraulic analysis. Complete a request to survey 8 to 10 river cross-sections for the HEC model.
2. Proposed Bridge Model
The HEC-RAS model will be re-run for the proposed bridge. The hydraulic variables (water surface elevation, velocity etc.) will be determined for the 50- and 100-year discharges estimated under task above. Results from the hydraulic analysis will be provided in both tabular as well as graphical output formats.

Hydraulic Criteria

Chapter 800 of the Caltrans Highway Design Manual (HDM) delineates the hydraulic design criteria for bridges. The basic rule for hydraulic design is that bridges should be designed to pass the Q_{50} with sufficient freeboard and convey the Q_{100} without freeboard, exceptions may be granted if sufficient evidence is provided. The HDM notes that 2 feet of freeboard is often assumed for preliminary bridge designs but leaves the recommendation for freeboard to the judgment of the hydraulic engineer based primarily upon the debris anticipated at the bridge.

Drift

Avila will research bridge maintenance records for existing bridges upstream and downstream of the proposed bridge to determine if any maintenance challenges have occurred such as debris getting caught on the piers. This helps to determine the necessary freeboard, span lengths and the type of bridge pier that will minimize debris capture and therefore future maintenance.

Assumptions: Sufficient survey information is obtained to a good starting water surface elevation downstream which provides consistent results at least one bridge length downstream of the proposed bridge and sufficient information upstream to insure that the existing and proposed water surface elevations converge upstream of the proposed bridge. Survey information is provided in electronic format (cross sections with x/y coordinated in a spreadsheet or similar). Plan view topographic mapping is provided.

Task 3.4 – Prepare Draft Report

Avila will prepare Draft Design Hydraulic Study Report.

Assumptions: One review of draft final report by Tulare County.

Task 3.5 – Prepare Final Report

Avila will prepare Final Design Hydraulic Study Report incorporating the comments from the Draft Report.

Task 3.6 – Location Hydraulic Study

EXHIBIT A

Using the HEC-RAS output data, Avila will complete a Location Hydraulic Study (Floodplain Evaluation Report) in accordance with 23 CFR 650.133. This report is generally included in the Environmental Document for the bridge. The Location Hydraulic Study is to be included as an Appendix to the Final Report provided under previous task.

Assumptions: Avila and Associates will complete Items 3, 4, 5, 7 and 9 of the Floodplain Evaluation Report. It is assumed that the bridge will not cause a significant encroachment into the floodplain; if a significant encroachment into the floodplain is found, a separate task order will be necessary. No Conditional Letter of Map Revision (CLOMR) will be required; if a CLOMR is required, a separate task order will be necessary.

Task 3.7 – Meetings and Project Management

Avila will provide project management and attend conference call meetings as necessary to complete the project.

Task 3.8 – Coordination with Central Valley Flood Protection Board (Optional)

Avila will meet with the Central Valley Flood Protection Board (CVFPB) to coordinate obtaining CVFPB permit. Avila will provide permit application.

Assumptions: Coordination up to the budget limits. Permit would be on the CVFPB consent agenda. Avila to attend the CVFPB hearing in case the item is pulled from the consent agenda.

Task 3.9 – Scour and Bank Protection (Optional)

Avila will review maintenance records and cross sections for the existing and adjacent bridges over South Fork Kaweah River to determine if the stream has degraded over time.

Contraction and abutment scour will be estimated using the methods described in the Federal Highway Administration (FHWA) Publication HEC-18, *Evaluating Scour at Bridges*. Up to three alternative pier configurations will be examined. The Colorado State University Equation (CSU) will be used for estimating local pier scour as recommended in the Federal Highway Administration (FHWA) Publication HEC-18, *Evaluating Scour at Bridges*. Calculations will be completed to determine the need for bank protection. If bank protection is required, parameters will be provided according to the Bank and Shore Protection Manual using a layered Caltrans Design.

Assumptions: 1) Degradation estimates will be straight line extrapolation using best available data if no numeric sediment transport models are available. If hydraulic calculations show that bank protection is necessary, it is assumed that rock slope protection will be utilized as the bank protection, if alternative bank protection is requested, a separate task order will be necessary. 2) Final bank protection plans and specifications by others.

TASK 4 – GEOTECHNICAL

Tabor Consultants (Tabor) will provide all geotechnical engineering work for the project.

Task 4.1 – Preliminary Foundation Memorandum

Tabor will prepare a Preliminary Foundation Memorandum for the preliminary engineering phase and bridge-type selection based on review of record documents, published geologic data, aerial photographs, and a site visit with limited geologic mapping completed by a licensed engineering geologist. Elements of preliminary field study would include evaluation of rock hardness, measurements of rock discontinuities, presence of shear zones or other planes of weakness within the rock, location and extent of slope instability (if present), and other pertinent features.

The memo is expected to summarize rock type and foundation conditions based on reference data/site exposures, provide preliminary seismic input parameters consistent with current Caltrans practice and ARS Online tool, discuss roadway alignment conditions – slope stability, excavation conditions, comparisons of alternative alignments – and discuss conditions and constraints on likely bridge foundation types. It will also identify additional field work and laboratory testing to complete project design.

Task 4.2 – Field Exploration

After bridge-type selection, Tabor would complete field exploration at the project site. They would also conduct H-Meter (Schmidt Hammer) tests on exposed rock surfaces and/or complete field point load index tests on irregular rock samples to provide a field estimate of unconfined compressive rock strength. Tabor will complete three test borings to approximately 40 to 50 ft depths (shallower if rock suitable for spread footings or rock socketed foundations is encountered) at the bridge site in order to further characterize the rock and obtain rock core samples for strength tests.

Task 4 Products:

- Preliminary Foundation Memorandum
- Draft Foundation Report
- Final Foundation Report
- Log of Test Borings

EXHIBIT A

Access to proposed support locations may be limited. Where feasible, rock samples would be obtained with hand-held equipment. Bulk samples of rock and soil would also be collected for laboratory testing and reference.

Task 4.3 - Laboratory Testing

Laboratory testing to supplement field evaluation of earth material parameters is expected to include unconfined compressive strength, point load index, soil corrosivity screening (pH / minimum Resistivity / sulfate / chloride content) on selected soil samples.

Task 4.4 - Engineering Evaluation and Analysis

Engineering evaluation and analysis to develop geotechnical recommendations for this project is expected to include: bearing capacity; lateral capacity; site seismicity including, deterministic / probabilistic procedures consistent with current Caltrans Seismic Design Criteria and Caltrans ARS Online tool to determine the site acceleration response spectrum (ARS); lateral earth pressure and coefficient of friction to resist sliding; slope stability and, new flexible pavement design.

Task 4.5 - Draft and Final Foundation Reports

Taber will prepare a Draft Foundation Report for bridge design consistent with current Caltrans practice. The report will provide a site and project description, summarize site geology, subsurface exploration and field and laboratory soil/rock tests, discuss scour considerations (based on Hydraulics Report prepared by others), and include a Log of Test Borings drawing. Earth materials and foundation conditions will be discussed and seismic criteria for the new bridge structure will be provided including an ARS curve. The report will discuss structure foundation conditions/constraints, recommended type, level and loading of bridge foundation elements, and include construction considerations. Recommendations for cut/fill slopes, excavation conditions, and earthwork recommendations for associated roadway improvements will also be provided. Taber will complete a Final Foundation Report incorporating the review comments.

TASK 5 – PRELIMINARY ENGINEERING

Task 5.1 - Basis of Design

A Basis of Design document will be developed to summarize previously prepared information for the project, key project development standards, and traffic count data. This document will establish the roadway design criteria and the preliminary roadway alignments.

Task 5.2 – Environmental Assistance

Quincy will provide the County's environmental subconsultant with a Project Description to be used in the PES Form and the environmental documents. Quincy will provide assistance in developing the APE Map. Quincy will also attend the Caltrans Field Review.

Task 5.3 - Roadway Geometric Approval Drawings and Bridge Advance Planning Studies

Quincy will prepare preliminary roadway geometric drawings and bridge planning studies.

Task 5.4 – Project Report

Quincy will prepare a Project Report, which will include up to three roadway alignments. These alignments will include both stage construction and parallel alignments and up to two vertical profile options. Quincy will summarize the advantages/disadvantages for the various alternatives.

The Project Report will also contain a General Plan and General Plan Estimate for each bridge alternative (up to three alternatives) along with our alternative recommendation. The report will also summarize design speed, geotechnical, hydraulics, aesthetics, right-of-way impacts, environmental constraints, construction access and costs.

This will assist the County in their determination of the preferred alignment and bridge type.

Task 5.5 - Preliminary Roadway Design (35% Plans)

Upon the County's decision on a preferred roadway alignment, Quincy will begin preparing 35% Roadway Plans. The plans will be completed to a 35% level of design, which will include horizontal and vertical alignments, typical cross-sections and safety elements required at the bridge. The plans will include any required staging or detour. Limits of cut/fill slopes will also be shown to determine the maximum area of disturbance to develop preliminary right-

Task 5 Products:

- Basis of Design Document
- Project Report (5 hard copies and electronic PDF)
- 35% Roadway plans (5 sets – 11" x 17")

EXHIBIT A

of-way acquisition requirements and the environmental study limits.

Quincy shall prepare an "Engineers Opinion of Probable Construction Cost" and will include appropriate contingency factors for this level of design.

Task 5.6 – Utility Coordination

Quincy will assist the County with utility coordination and conflict identification. Quincy will show the locations and attachment methods of utilities into the PS&E package as per the direction of the County. We have assumed the need for utility pole relocation. Quincy will prepare a utility report of investigation in order to comply with LAPM for Federally funded projects.

TASK 6 – ENVIRONMENTAL SERVICES

Dokken Engineering (Dokken) will provide the Environmental Services.

Task 6.1 – Project Management

Task 6.1.1 – Project Management

Close contact will be maintained between the Dokken's project manager, the County Project Manager, Quincy Project Manager, Caltrans generalist and specialists, and regulatory agencies. The Dokken Engineering Project Manager will act as the principal liaison between Quincy and the County and the staff at Dokken.

Dokken will attend in-person meetings as requested/determined helpful by the County, Caltrans, and resource agencies. Dokken will provide monthly progress reports with the invoices that will document the work performed during that period and the work that is anticipated to be accomplished during the next month.

Task 6.1.2 – Quality Control

Dokken's senior staff will closely review all documents prepared for the project to ensure that quality, error-free products are being submitted to the County and Caltrans. This extra level of review is helpful for the project's schedule because it minimizes the length and the number of reviews that Caltrans will conduct for each study.

Task 6.2 – Technical Studies

Task 6.2.1 – Preliminary Environmental Study (PES)

A draft Preliminary Environmental Study (PES) Form will be prepared prior to a scheduled field visit with the County and Caltrans. Dokken will coordinate the field visit with Caltrans and make any revisions necessary to secure their approval of the PES. The PES form will outline the recommended federal environmental documentation, technical studies, surveys, approvals, agency coordination, and permits required for the bridge and roadway project. Dokken will submit the PES Form to the County for review prior to submitting to Caltrans for approval and prior to initiating technical studies.

Task 6.2.2 – Biological Studies

6.2.2.1 – Natural Environment Study (NES), Habitat Assessments, and Botanical Surveys

Dokken will conduct field surveys and supplemental literature research to assist in determining what focused biology surveys are necessary. Literature under review will include federal and State lists of sensitive species and current database records, including the California Natural Diversity Data Base (California Department of Fish and Game [CDFW], 2014) and the California Native Plant Society's Electronic Inventory of Rare and Endangered Vascular Plants of California (Skinner, et al., 2004). In accordance with Caltrans guidelines, a list of threatened and endangered species known in the project vicinity will be obtained from the United States Fish and Wildlife Service (USFWS).

Dokken biologists will conduct fieldwork in order to confirm jurisdictional water resources, assess the presence/absence of sensitive biological resources (e.g., species or habitats), and to determine the potential for occurrence of such resources that may not be detectable when the fieldwork is conducted. This field work will include focused survey efforts for each listed species with potential to occur within the project area. For optimal results, Dokken will conduct

Task 6 Products

- PES Form
- NES
- Tree Map
- BA & BO (Optional)
- APE Map
- HPSR/ASR
- Initial Site Assessment
- Visual Impact Memorandum
- Draft CEQA IS/MND
- Response to public comments
- Final CEQA IS/MND
- Notice of Determination
- NEPA CE
- Section 404 Nationwide Permit
- Section 1602 Streambed Alteration Agreement
- Section 401 Water Quality Certification

EXHIBIT A

Dokken will contact the Native American Heritage Commission. The commission will provide a list of Native American groups to contact regarding this project. With Caltrans and County approval, Dokken will contact each tribe via certified mail. After 30 days, Dokken will follow up via telephone with those groups and individuals that have not responded to the initial letter. All Native American consultation efforts will be documented.

6.2.3.1 - Area of Potential Effects (APE) Map

Dokken will coordinate with Caltrans cultural staff to draft and finalize an APE map which will delineate a boundary encompasses all anticipated direct and indirect project impacts. This will include all utility relocation, materials and equipment staging area, areas requiring cut and fill, all temporary construction easements, and the area necessary to complete construction of the bridge. The APE will determine the limits of field surveys and report documentation.

6.2.3.2 - Historic Property Survey Report (HPSR)/Archaeological Survey Report (ASR)

All cultural resource efforts will be completed in compliance with Section 106 of the National Historic Preservation Act (NHPA) and will follow the requirements set forth in the Caltrans Environmental Handbook Volume II, Cultural Resources and the First Amended Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it pertains to the administration of the Federal-aid Highway Program in California.

Task 6.2.4 - Hazardous Waste Initial Site Assessments/Investigations

Dokken will prepare an Initial Site Assessment (ISA) to identify all documented hazardous waste sites located within the project study area, as well as facilities located within the project study area that store, transfer, or utilize large quantities of hazardous materials. Investigations will include conducting an agency records search to identify all hazardous waste sites located within the project study area and to identify those sites which are classified as a hazardous waste sites under state law. Investigations will also include conducting a visual survey of the project area via available public access to identify any obvious area of hazardous waste contamination. If hazardous waste sites are identified within the project study area, Dokken will determine the potential impact to the project and identify subsequent procedures to determine the extent of contamination and remediation requirements.

Task 6.2.5 - Visual Impact Memorandum

The project's preliminary score on the Visual Impact Assessment Guide (Caltrans Standard Environmental Reference [SER] Chapter 27 Visual and Aesthetics Review) is 10. A score of 10 indicates that a brief visual impact memorandum that addresses potential impacts related to visual change associated with the bridge replacement and provides a rationale for why no formal analysis is required is appropriate for the project.

Task 6.3 - Environmental Documents

Task 6.3.1 - Draft CEQA Environmental Document

An Initial Study with Mitigated Negative Declaration (IS/MND (under CEQA) will be appropriate for this project. The County will act as the CEQA lead agency. Dokken will incorporate the purpose and need, project description, and the technical studies in the draft environmental document and will summarize project impacts to the Human Environment, Physical Environment, Biological Environment, and Cumulative Impacts.

6.3.1.1 - Notice of Availability

Once the draft IS/MND has been approved by the County, it will be circulated for public review for a period of 30 days. The IS/MND has a critical objective of providing a means by which the general public and responsible agencies can participate in the environmental process by providing written comments on issues addressed in the IS/MND. Dokken will coordinate the preparation of the distribution list with the County.

Pursuant to CEQA requirements, Dokken will prepare a Notice of Availability for the Draft IS/MND. This notice, along with the draft environmental document, will be made available at the County offices and the Public Library during a 30-day public circulation and review period. In addition, the document will be distributed to other reviewing government agencies through the California State Clearinghouse. A public meeting is not necessary considering the small impact to the community and the limited number of residents that will be affected.

EXHIBIT A

6.3.1.2 - Prepare Responses to Comments

At the close of the public review period for the IS/MND, Dokken will meet with County staff to review any comments on the IS/MND that were received, and to discuss potential responses to these comments. Dokken will then formulate responses to the comments on the IS/MND. Once draft responses to comments are completed, they will be submitted to the County's staff for review and comment. The County's comments will be incorporated into the response to comments document.

6.3.1.3 - Prepare Final CEQA IS/MND

Following public review of the draft IS/MND, Dokken will incorporate all public comments and final mitigation measures into the final IS/MND document. Dokken will convert the document to a final document and will submit to the County for review and approval.

6.3.1.4 - Document Certification Notice of Determination and Filings

To complete the CEQA process, Dokken will file a Notice of Determination (NOD) with the County Recorder's Office within 5 days of approval of the IS/MND (pursuant to CEQA guidelines). It is assumed that the County will pay the filing fees.

6.3.2 - Draft CE NEPA (Caltrans)

Dokken has determined that a 23 CFR 771.117 list Categorical Exclusion (CE) under the National Environmental Policy Act (NEPA) would be appropriate for this project. NEPA compliance will be necessary due to the use of federal funding from the Federal Highways Administration (FHWA). Caltrans will be the NEPA lead agency as FHWA has delegated NEPA responsibilities to Caltrans through the NEPA Assignment Memorandum of Agreement. Dokken will draft the CE with coordination with Caltrans and secure final approval.

Task 6.4 - Permitting

The South Fork of the Kaweah River is a jurisdictional water of the U.S. and State. Dokken will initiate early coordination and onsite meetings with all permitting agencies to ensure that the project implements their preferred avoidance and minimization measures. This will enhance communication between the County, Permitting Agencies and Dokken and expedite the ultimate permitting process. The USACE 404 Permit and RWQCB 401 Certification will not be necessary should the County decide to adopt a design that does not encroach within the ordinary high water mark of the South Fork Kaweah River.

Task 6.4.1 - United States Army Corps of Engineers 404 Permit (OPTIONAL)

A Clean Water Act (CWA) Section 404 permit issued by the Army Corps of Engineers will be required for work within the ordinary high water mark of the river. This project will qualify under a Nationwide Permit 14, for linear transportation projects. Dokken will prepare the application and all appropriate figures and attachments. Following submittal of the application, Dokken will follow up with USACE to make sure they understand the project and have all information that they need to authorize the project under Nationwide Permit 14.

Task 6.4.2 - California Department of Fish and Wildlife (CDFW) 1602

CDFW requires notification when a project may substantially alter or divert the natural flow of a stream or deposit debris in an area where it may pass into a stream, lake, or river. A 1602 streambed alteration agreement will be required for work within the Kaweah River. The project will require two 1602 permits, one issued for geotechnical studies within CDFW jurisdiction conducted before final design, and one issued for project construction. Dokken will secure both 1602 streambed alteration agreements. It is assumed that the County will pay all CDFW 1602 permit fees.

Task 6.4.3 - Central Valley Regional Water Quality Control Board 401 Certification (OPTIONAL)

The project may result in discharge of pollutants (including sediment) into jurisdictional waters of the US. The project will be required to obtain a CWA Section 401 certification issued by the Central Valley Regional Water Quality Control Board. Dokken will prepare the certification application and all appropriate figures and attachments. Following submittal of the

EXHIBIT A

application, Dolken will follow up with RWQCB to make sure they understand the project and have all information that they need to issue the Water Quality Certification.

TASK 7 – PS&E

Task 7.1 - Bridge Design

Quincy will design the structure utilizing Load Resistance Factor Design following AASHTO's "LRFD Bridge Specifications 2012" with the California Amendments. For seismic design, Caltrans "Seismic Design Criteria (Version 1.7)" will be followed along with Caltrans "Guidelines on Foundation Loading and Deformation Due to Liquefaction Induced Lateral Spreading". Other references that Quincy will follow are Caltrans Division of Structures "Bridge Memo to Designers", "Bridge Design Aids", "Bridge Design Details" and the "Office of Specially Funded Projects Information and Procedure Guide".

Quincy has assumed that the final bridge design will be a single span, cast-in-place concrete, box girder bridge (either reinforced or post tensioned) approximately 90 feet long by 25 feet wide. Quincy has also assumed the bridge will be replaced just north-east of the existing bridge utilizing a parallel alignment (no stage construction). Should the preliminary engineering result in a different alternative, the assumed design hours may need to be adjusted.

Task 7.2 - Approach Roadway Design

The final approach roadway design will be completed in accordance with applicable County Standards, Caltrans "Highway Design Manual" and AASHTO's "A Policy on Geometric Design of Highways and Streets" along with Caltrans "Standard Specifications and Standard Plans". Final grading and drainage details will be developed as well as new/existing roadway conformance details, as required. Design cross-sections will be developed on approximately 50-foot intervals.

Quincy will develop construction area sign, water pollution control, erosion control and pavement delineation plans per County standards.

Drainage design will be completed in accordance with County Standards. Drainage facilities will be shown on the layout plan sheets. Drainage Profiles of all drainage systems will be provided including evaluations of inverts, pipes, etc. The drainage details that are unique to this project, and those for which there are no Standard Plans, will be shown on the Drainage Detail Sheet. These details usually depict special drainage structures, channel changes, modifications to existing structures, etc.

Task 7.3 - Fact Sheets for Design Exceptions

Quincy will identify all non-standard features and prepare a design fact sheet for any design features once a preferred alternative is selected (Quincy will prepare draft and final Fact Sheets for County approval). Quincy assumes a maximum of two design exceptions and Caltrans will not be involved with design exception approval.

Task 7.4 – Preliminary Estimate

Quincy will prepare a preliminary Construction Cost Estimate. The estimate will be comprised of unit prices placed on detailed quantity calculations. Construction costs for the estimate will be developed using current bid results from similar projects, Caltrans data base information along with prices from Caltrans latest Construction Cost Manual.

Task 7.5 – Draft Special Provisions

Draft Special Provisions developed based on 2010 Caltrans Standard Special Provisions (SSP) will be combined with County-provided 2010 boilerplate specifications.

Task 7.6 - Conceptual Storm Water Pollution Prevention Plan (SWPPP)

Quincy will prepare documentation and submit project information for the Notice of Intent to invoke the State Water Resources Control Board (SWRCB) NPDES Construction General and MS4 Permit.

Quincy will have a Qualified SWPPP Developer (QSD) prepare a "Conceptual" Storm Water Pollution Prevention Plan (SWPPP) that incorporates the minimum Best Management Practices (BMPs) required by the NPDES permit for the calculated Risk Level. Quincy will calculate the Risk Level using the methods prescribed by the permit.

The Conceptual SWPPP will consist of plans, specifications, and contract bid items showing the anticipated locations of required BMPs, based on an assumed construction staging approach and schedule. The contractor will be required to submit their own SWPPP and other Permit Registration Documents (Construction Site Monitoring Program, Rain Event Action Plan, Sampling and Analysis Plan, Inspection forms, etc.) prior to mobilizing on the project site. The intent of the Conceptual SWPPP

EXHIBIT A

Is to provide enough information to the SWRCB to obtain a Waste Discharge Identification Number and to develop quantities for contract pay items that are anticipated for BMP implementation. The Conceptual SWPPP will not address the specifics of construction site management, sampling and testing, or spill response. The Conceptual SWPPP will be certified by a QSD, and approved by the County.

Task 7.7 - 65% Plans (Unchecked Details)

All documents submitted to the County will show the name of the preparer and the date of preparation. All draft and final engineering documents will show the name and license number of the engineer in charge of the work. When PDF files are submitted, they will be high quality and plotted directly from the CAD drawing. Plans will also include a graphical scale (so that the graphical scale will be correct regardless of the size the pdf is plotted). A meeting will be held upon completion of the unchecked details to discuss both the bridge and the roadway plans. This should save considerable time in the County's review of the Draft PS&E because most of the major issues will have been previously discussed and addressed.

The plan sheets will be prepared in 2012 AutoCAD Civil 3D according to Quincy drafting standards. PDF's and Civil 3D AutoCAD files will be transmitted to the County at appropriate milestones. Electronic files will have Civil 3D function capability; however will not contain proprietary Quincy style preferences. Plans will be prepared in English units and will be consistent with Caltrans' Standard Plans. All plans will be signed by the civil engineer (registered in the State of California) in responsible charge of the design, in accordance with the Local Programs Manual.

Task 7.8 - Independent Design Check

Once the 65% plans have been submitted, an independent check will commence by an engineer not yet involved in the project. The designer and checker will come to agreement on any discrepancies. Quincy will incorporate check comments as well as all of the County comments and submit responses in writing.

Task 7.9 - Special Provisions

The Draft Special Provisions developed based on 2010 Caltrans Standard Special Provisions (SSP) will be combined with County-provided 2010 boilerplate specifications.

Task 7.10 - Final Estimate

Quincy will prepare a detailed Construction Cost Estimate. The estimate will be comprised of unit prices placed on detailed quantity and check quantity calculations. Construction costs for the estimate will be developed using current bid results from similar projects, Caltrans data base information along with prices from Caltrans latest Construction Cost Manual.

Task 7.11 - Submittal of 90% (Draft) PS&E

After an independent senior engineering conducts a QA/QC and constructability review, and all comments on 65% plans have been incorporated, the Draft PS&E along with design, check, and quantity calculations will be submitted to the County for their review.

TASK 7.12 - Final PS&E

Upon receiving County comments on the 95% submittal, Quincy will prepare the final plans, specifications and estimate. The electronic source files will be submitted in a usable format along with all supporting files and will not be protected with passwords or locks.

TASK 7.13 - Resident Engineers (RE) Pending File

Quincy will prepare the Project RE Pending File which will include the following:

- Cross-Sections at approximately 50 foot intervals
- Bridge As-built Plans and Bridge Inspection Reports
- Bridge Joint Movement Calculation Sheet
- Structure Four-Scales

Task 7 Products:

- Draft & Final SWPPP (5 copies)
- 65% Plans (3 copies 22" X 34" & 1 copy 11" X 17")
- 3 sets Draft Special Provisions
- 3 copies Preliminary estimate
- 1 set Design Calculations
- 90% Plans (3 copies 22" X 34" & 2 copies 11" X 17")
- 90% Specifications (3 copies)
- 90% Estimate (3 copies)
- Mylar Plans - one set
- 3 sets Design Check Calculations
- Final Plans (3 copies 22" X 34")
- Final Specifications (2 hard copies & one electric copy on CD)
- Final Estimate (2 hard copies & one electric copy on CD)
- Final Engineers Estimate (5 copies)
- Design & Check Quantity Calculations (two copies)

EXHIBIT A

TASK 8 -- BIDDING & POST-AWARD ASSISTANCE

The individuals that were directly involved in the design will be available during the bid period to interpret the plans and specifications, prepare addenda if needed, and provide general consultation to the County to obtain bids. When the construction bids are opened, Quincy will be available to provide analysis and recommendations concerning award of the contract.

Task 8.1 - Bidding Assistance

Quincy can provide the following bidding for the County on a time and materials basis (we have assumed 48 hours):

- Attendance at pre-bid meetings
- Plan interpretation
- Respond to Requests for Information and prepare addenda, as needed

Task 8.2 -- Construction Support

Quincy can provide the following construction support services for the County on a time and materials basis (we have assumed 72 hours):

- Attendance pre-construction meeting and monthly construction meetings
- Respond to Requests for Information
- Review and provide comments on shop plan drawings
- Construction site observations
- Develop updated plans or plan revisions, as needed

Task 8.3 - Prepare Record Drawings

Quincy will prepare Record Drawings based upon the redlines submitted by the Contractor and Resident Engineer.

PROJECT ASSUMPTIONS

- The County will be responsible for printing and distributing bid documents.
- The County is responsible for Construction Management.
- County encroachment permits will not be required or will be "no fee".
- No pot-holing of existing utilities will be performed.
- This scope of work does not include construction Staking.
- County fees will be waived for Record of Survey Map (if needed).
- Tabor's services specifically exclude sampling and testing for hazardous materials. If hazardous materials are identified, work will be stopped and a change in scope of services will be negotiated.
- Tabor's field exploration is for the abutment support locations only.
- Tabor has assumed no intermediate supports (i.e., piers, bents, etc.) will be required for this structure.
- Tabor has assumed retaining walls will not be required for this project.
- A minimum of three points on the rock surface will be required to develop geologic cross-sections along the bridge alignment.
- A site-specific seismic hazard analysis is not required.
- Traffic control will require only signs and cones for shoulder closures on rural roadways. Minor encroachments into the traveled way may be required. Flaggers are not required.

Cost Proposal

Exhibit - B

Tulare County - South Fork Kaweah River Bridge

Date: 1/20/2016

Quincy Engineering, Inc.

Direct Labor: \$82,789.74
Escalation for Multi-Year Project (3.5%): \$2,897.64
Overhead (1.64): \$140,433.05

A. Labor Subtotal \$226,120.43

Subconsultant Costs:

Lane \$24,516.88
Taber \$41,470.21
Avila \$19,903.31
Dokken \$59,251.58
\$0.00
\$0.00

B. Subconsultant Subtotal \$155,141.98

Other Direct Costs:

Plotter/Computer		hours @	\$10.00	\$0.00
Travel	2700	miles @	\$0.565	\$1,525.50
Pier Diem/ Hotel	1	days @	\$150.00	\$150.00
Phone/Fax				\$0.00
Delivery	4	@	\$25.00	\$100.00
Survey Prevailing Wage Differential				\$0.00
Vellum / Mylars	30	sheets @	\$25.00	\$750.00
Title Reports	0	@	\$500.00	\$0.00
11 X 17 Reproduction	200	@	\$0.10	\$20.00
Mounting Boards for Presentations	2	@	\$100.00	\$200.00
Newsletters (Translation and printing)				
Mailings (6x)				

C. Other Direct Cost Subtotal: \$2,745.50

Labor Subtotal A. = \$226,120.43

Fee (12.0%): \$27,134.45

Subconsultant Subtotal B. = \$155,141.98

Fee (0.0%): \$0.00

Other Direct Cost Subtotal: C. = \$2,745.50

Fee (0.0%): \$0.00

TOTAL = \$411,142.36

Note: Invoices will be based upon actual QEI hourly rates plus overhead at 163.89% plus prorated portion of fixed fee. Subconsultant and Other Direct Costs will be billed at actual cost.

Total not to Exceed= \$412,000

Cost Proposal

Exhibit - B

OPTIONAL TASKS

Tulare County - South Fork Kaweah River Bridge

Date: 1/20/2016

Quincy Engineering, Inc.

Direct Labor:	\$3,081.26
Escalation for Multi-Year Project (3.5%):	\$107.84
Overhead (1.64):	\$5,226.62
A. Labor Subtotal	\$8,415.73

Subconsultant Costs:

Lane	\$11,916.04
Taber	\$0.00
Avila	\$14,887.62
Dokken	\$70,735.00
	\$0.00
	\$0.00
B. Subconsultant Subtotal	\$97,538.66

Other Direct Costs:

Plotter/Computer	hours @	\$10.00	\$0.00
Travel	550 miles @	\$0.565	\$310.75
Pier Diam/ Hotel	1 days @	\$150.00	\$150.00
Phone/Fax			\$0.00
Delivery	2 @	\$25.00	\$50.00
Survey Prevailing Wage Differential			\$0.00
Vellum / Mylars	0 sheets @	\$25.00	\$0.00
Title Reports	0 @	\$500.00	\$0.00
11 X 17 Reproduction	0 @	\$0.10	\$0.00
Mounting Boards for Presentations	0 @	\$100.00	\$0.00
Newsletters (Translation and printing)			\$0.00
Mailings (6x)			\$0.00

C. Other Direct Cost Subtotal: \$510.75

Labor Subtotal A. =	\$8,415.73
Fee (12.0%):	\$1,009.89
Subconsultant Subtotal B. =	\$97,638.66
Fee (0.0%):	\$0.00
Other Direct Cost Subtotal: C. =	\$510.75
Fee (0.0%):	\$0.00

TOTAL = \$107,475.02

Note: Invoices will be based upon actual QEI hourly rates plus overhead at 163.89% plus prorated portion of fixed fee. Subconsultant and Other Direct Costs will be billed at actual cost.

Total not to Exceed= **\$108,000**

Total Including Optional Tasks= \$518,617

[illegible]

4. *Journal of the American Statistical Association*, 1997, 92, 1023-1032.

EXHIBIT D

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 \$3,000,000 per occurrence or claim, \$4,000,000 aggregate.

B. Specific Provisions of the Certificate

1. If the required insurance is written on a claims 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 D

- 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 submitting department, certificates of insurance with original endorsements effecting coverage and a copy of the declarations page from the policy in effect 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 _____%

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 I 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: _____

Indirect Cost Rate: _____ * for fiscal period _____ (mm/dd/yyyy to mm/dd/yyyy)

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

Local Government: _____

Contract Number: _____ Project Number: _____

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 \$ _____ and the number of states in which the firm does business is _____.

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): \$ _____

Prime Consultants (if applicable)

Proposed Total Contract Amount (or amount not to exceed if on-call contract): \$ _____

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

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Consultant Certifying (Print Name and Title):

Name: _____

Title: _____

Consultant Certification Signature **: _____

Date of Certification (mm/dd/yyyy): _____

Consultant Contact Information:

Email: _____

Phone number: _____

****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: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Consultant's Name: _____ 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: _____
 8. Total Dollar Amount for ALL Subconsultants: _____ 9. Total Number of ALL Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Local Agency to Complete this Section 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 \$ _____ % _____
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 _____ 16. Date _____ 17. Preparer's Name _____ 18. Phone _____ 19. Preparer's Title _____	

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) 654-3880 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 For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: _____	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) _____	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: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		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

County of Tulare
South Fork of the Kaweah River
Bridge Number 46CXXXX

Quincy Engineering Inc.

CONSULTANT: Quincy Engineering

CONSULTANT COST PROPOSAL

DIRECT LABOR

Name	Classification	Range	Hours	Initial Hourly Rate	Total
Brent Lemon	Principal in Charge	\$60 - \$75	24 @	\$76.15	\$1,827.60
Lance Schrey	Project Manager - PM	\$60 - \$75	346 @	\$69.16	\$23,929.36
Scott Mc Cauley	Senior Engineer - DE	\$45 - \$70	244 @	\$52.21	\$12,739.24
Assistant Bridge Eng.	Assistant Engineer - DE	\$30 - \$45	214 @	\$38.00	\$8,132.00
Kelly Gallagher	Senior Engineer - Spec.s	\$45 - \$70	64 @	\$62.48	\$3,998.72
John Quincy	Principal Engineer (QC/QA)	\$60 - \$70	26 @	\$76.15	\$1,979.90
Drafter	Drafter 2	\$20 - \$35	192 @	\$30.00	\$5,760.00
Bob Maechler	CADD Manager	\$35 - \$50	12 @	\$43.48	\$521.76
Staff	Admin	\$15 - \$30	16 @	\$20.00	\$320.00
		\$25 - \$40	0 @	\$65.00	\$0.00
		\$25 - \$40	0 @	\$42.00	\$0.00
Mike Sanchez	Senior Engineer - Roadway	\$32 - \$50	188 @	\$59.07	\$11,105.16
	Assistant Engineer - DE	\$20 - \$32	200 @	\$38.00	\$7,600.00
	Assistant Engineer - DE	\$45 - \$75	102 @	\$38.00	\$3,876.00
	Associate Engineer	\$10 - \$35	20 @	\$50.00	\$1,000.00
		\$45 - \$70	0 @	\$0.00	\$0.00

1,648

Subtotal Direct Labor Costs \$82,789.74

4% Anticipated Salary Increases \$2,897.64

TOTAL - Direct Labor \$85,687.38

INDIRECT COSTS

	Rate	Total
Overhead	163.89%	\$140,433.05
Fringe Benefit (Included in OH)	0.00%	
General & Administrative (Included in OH)	0.00%	
	163.89%	

TOTAL - Indirect Costs \$140,433.05

FEE (12.00%)

TOTAL - Fee \$27,134.45

OTHER DIRECT COSTS

			Total
Travel Costs	2700 @	\$0.565	\$ 1,525.50
Per Diem / Hotel	1 @	\$150.00	\$ 150.00
Vellums	30	\$25.00	\$ 750.00
Overnight Service	4 @	\$25.00	\$ 100.00
Mounting Boards	2 @	\$100.00	\$ 200.00
11 x 17 copies	200 @	\$0.10	\$ 20.00

\$2,745.50

TOTAL COST \$256,000.38

Subcontractor Costs

\$ 155,141.98

Total Contract

\$ 411,142.37

Total Cost not to Exceed = \$412,000.00

EXHIBIT 10-H
COST PROPOSAL - TASKS 2.1 & 2.2

Consultant: LANE ENGINEERS, INC.

Contract No. _____

Date: April 30, 2015

DIRECT LABOR

Classification / Title	Name	Office / Field	Hours	Actual ST Hourly Rate	Total	Exempt Y/N
Project Manager / Principal Civil Engineer	Lawrence Simonetti	Office	-	\$ 51.24	\$ -	Y
Principal Land Surveyor	Patrick Teter	Office	8.00	\$ 46.11	\$ 368.88	Y
Senior Land Surveyor	Ron Snow	Office	3.00	\$ 34.05	\$ 102.15	N
Assistant Engineer / Surveyor II	Ben Mullins	Office	42.00	\$ 22.00	\$ 924.00	N
Engineering / Surveying Technician III	David Duffin	Office		\$ 27.98	\$ -	N
Associate Civil Engineer	Vva Vang	Office		\$ 32.13	\$ -	Y
Engineering / Surveying Technician III	Tony Cabeje	Office		\$ 30.75	\$ -	N
Associate Civil Engineer	Aaron Oliver	Office	10.00	\$ 35.97	\$ 359.70	Y
Assistant Engineer / Surveyor I	Kevin Nunes	Office		\$ 21.53	\$ -	N
Clerical - Office Manager	Bridgette Grizolli	Office	2.00	\$ 31.99	\$ 63.98	N
Clerical - Admin. Assistant	Rhiannon Soares	Office	2.00	\$ 15.50	\$ 31.00	N
Land Surveying - Chief of Party*	Ron Snow	Field	64.00	\$ 57.23	\$ 3,662.72	N
Land Surveying - Chief of Party*	David Duffin	Field		\$ 59.66	\$ -	N
Land Surveying - Chief of Party*	Ben Mullins	Field		\$ 61.17	\$ -	N
Land Surveying - Rodman*	David Duffin	Field		\$ 53.69	\$ -	N
Land Surveying - Rodman*	Ben Mullins	Field	64.00	\$ 55.20	\$ 3,532.80	N
Land Surveying - Rodman*	Kevin Nunes	Field		\$ 55.35	\$ -	N
Land Surveying - Rodman*	Tony Cabeje	Field		\$ 53.19	\$ -	N

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 9,045.23

b) Anticipated Salary Increases \$ -

c) TOTAL DIRECT LABOR COSTS [(A) + (B)]: \$ 9,045.23

FRINGE BENEFITS

d) Fringe Benefits (Rate: 66.36%)

e) TOTAL FRINGE BENEFITS [(c) x (d)]: \$ 6,002.41

INDIRECT COSTS

f) Overhead (Rate: 21.68%)

g) Overhead [(c) x (f)]: \$ 1,961.01

h) General and Administrative (Rate: 62.93%)

i) Gen & Admin [(c) x (h)]: \$ 5,692.16

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]: \$ 13,655.58

FEE (Profit)

q) (Rate: 8%)

k) TOTAL FIXED PROFIT [(c) + (j) x (q)]: \$ 1,816.07

OTHER DIRECT COSTS (ODC)

N/A

p) TOTAL OTHER DIRECT COSTS (ODC) \$ -

TOTAL COST [(c) + (j) + (k) + (p)]: \$ 24,516.88

NOTES:

- Employees subject to prevailing wage requirements 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.

M348 Bridge at South Fork Kaweah River
Tulare County, California

CONTRACT No. _____
SUB CONSULTANT: TABER CONSULTANTS

2014-0059-1
SUBCONSULTANT COST PROPOSAL
November 17, 2014

DIRECT LABOR

Name	Classification	Hours	Initial Hourly Rate	Total
W. Eric Nichols	Principal	4	\$56.48	\$225.92
Ron Loutzenhiser	Senior Professional	78	\$43.04	\$3,357.12
Amanda Kahn	Staff Professional	54	\$30.93	\$1,670.22
Xor Vang	CAD Technician	24	\$29.59	\$710.16
Ray Downes	Laboratory Technician	10	\$29.59	\$295.90
Adi Ayala	Admin. Assistant	7	\$20.18	\$141.26

177	
Subtotal Direct Labor Costs	\$6,400.58
Anticipated Salary Increases 0%	\$0.00

TOTAL - Direct Labor \$6,400.58

INDIRECT COSTS

	Rate	Total
Overhead	90.00%	\$5,760.52
Fringe Benefit (Included in OH)	38.00%	\$2,432.22
General & Administrative (Included in OH)	110.00%	\$7,040.64
	238.00%	

TOTAL - Indirect Costs \$15,233.38

FEE (10.00%)

TOTAL - Fee \$2,163.40

OTHER DIRECT COSTS

	Unit	Unit Cost	Total
Soil Corrosivity Tests	2	\$140.00	\$ 280.00
County Environmental Health Permit	1	\$464.00	\$ 464.00
Test Borings (Drill Rig and Crew)	1	\$16,328.85	\$ 16,328.85
Per Diem, Field Engineer/Geologist (day)	4	\$150.00	\$ 600.00

\$17,672.85

TOTAL COST \$41,470.21

Subcontractor Costs

Total Contract \$ 41,470.21

Tulare County - Kaweah at M349

Avila & Associates

CONTRACT No.
SUB CONSULTANT:

Avila & Associates

SUBCONSULTANT COST PROPOSAL

May 8, 2015

DIRECT LABOR

Name	Classification	Hours	Initial Hourly Rate	Total
Cathy Avila	Project Engineer	78	\$ 75.00	\$5,850.00
Todd Remington	Associate Engineer	46	\$ 55.00	\$2,530.00
Kate Bode	Technical Editor	10	\$52.50	\$525.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Subtotal Direct Labor Costs \$8,905.00
Anticipated Salary Increases \$0.00

TOTAL - Direct Labor \$8,905.00

INDIRECT COSTS

	Rate	Total
Overhead	56.40%	\$5,022.42
Fringe Benefit (Included in OH)	26.00%	\$2,315.30
General & Administrative (Included in OH)	16.00%	\$1,424.80
	98.40%	\$8,762.52

TOTAL - Indirect Costs \$8,762.52

FEE (10.00%)

TOTAL - Fee \$1,766.75

OTHER DIRECT COSTS

			Total
Travel Costs	472 @	\$0.570	\$ 269.04
Report Photocopies	3 @	\$50.00	\$ 150.00
Overnight Service	2 @	\$25.00	\$ 50.00

\$469.04

TOTAL COST \$15,903

Subcontractor Costs
Total Contract

\$ 19,903

10-H Cost Proposal

Environmental Services

South Fork Kaweah River Bridge on Road M348

Tulare County / Quincy Engineering

CONTRACT No.
CONSULTANT:

Dokken Engineering

CONSULTANT COST PROPOSAL
DATE: May 8, 2015

DIRECT LABOR

Name	Role	Hours	Salary Range	Rate	Total
Namat Hosselton	Environmental QA/QC	37	\$55.00 - \$75.00	\$68.00	\$2,516.00
Sarah Holm	Environmental Manager	158	\$32.00 - \$55.00	\$44.00	\$6,952.00
Staff	Associate Environmental Planner	15	\$32.00 - \$55.00	\$33.00	\$495.00
Staff	Environmental Planner/Archaeologist	178	\$17.00 - \$35.00	\$32.50	\$5,785.00
Staff	Biologist	160	\$17.00 - \$35.00	\$27.00	\$4,320.00
Staff	GIS Specialist	32	\$17.00 - \$35.00	\$33.00	\$1,056.00
Staff	Associate Engineer	60	\$32.00 - \$55.00	\$44.00	\$2,640.00
		580			

TOTAL - Direct Labor \$23,764.00

FRINGE AND INDIRECT COSTS

	Rate	Total
• Fringe Benefits	73.44%	\$17,452.28
• Overhead	9.52%	\$2,262.33
• General and Administrative	78.71%	\$18,704.64
Total Fringe + Indirect Costs	161.67%	\$38,419.26

TOTAL - Indirect Labor \$38,419.26

OTHER COSTS (ACTUAL COSTS)

	Quantity	Unit	Rate	Total
Cultural Record Search Fees	1	EA @	\$500	\$500.00
EDR Report Fee	1	EA @	\$350	\$350.00

TOTAL - Other Costs \$850.00

FEE (10.00%)

TOTAL - Fee \$6,218.33

Subtotal \$69,251.58

TOTAL NON-OPTIONAL COST - NOT TO EXCEED \$69,252

County of Tulare
South Fork of the Kaweah River
Bridge Number 46CXXX

Quincy Engineering Inc.

CONSULTANT: Quincy Engineering

CONSULTANT COST PROPOSAL - Optional tasks

DIRECT LABOR

Name	Classification	Range	Hours	Initial Hourly Rate	Total
Brent Lemon	Principal in Charge	\$60 - \$75	4 @	\$76.15	\$304.60
Lance Schrey	Project Manager - PM	\$60 - \$75	30 @	\$69.16	\$2,074.80
Scott Mc Cauley	Senior Engineer - DE	\$45 - \$70	4 @	\$52.21	\$208.84
Assistant Bridge Eng.	Assistant Engineer - DE	\$30 - \$45	0 @	\$38.00	\$0.00
Kelly Gallagher	Senior Engineer - Spec.s	\$45 - \$70	6 @	\$62.48	\$374.88
John Quincy	Principal Engineer (QC/QA)	\$60 - \$70	0 @	\$76.15	\$0.00
Drafter	Drafter 2	\$20 - \$35	0 @	\$30.00	\$0.00
Bob Maechler	CADD Manager	\$35 - \$50	0 @	\$43.48	\$0.00
Staff	Admin	\$15 - \$30	0 @	\$20.00	\$0.00
		\$25 - \$40	0 @	\$65.00	\$0.00
		\$25 - \$40	0 @	\$42.00	\$0.00
Mike Sanchez	Senior Engineer - Roadway	\$32 - \$50	2 @	\$59.07	\$118.14
	Assistant Engineer - DE	\$20 - \$32	0 @	\$38.00	\$0.00
	Assistant Engineer - DE	\$45 - \$75	0 @	\$38.00	\$0.00
	Associate Engineer	\$10 - \$35	0 @	\$50.00	\$0.00
		\$45 - \$70	0 @	\$0.00	\$0.00

46

Subtotal Direct Labor Costs \$3,081.26

4% Anticipated Salary Increases \$107.84

TOTAL - Direct Labor \$3,189.10

INDIRECT COSTS

	Rate	Total
Overhead	163.89%	\$5,226.62
Fringe Benefit (Included in OH)	0.00%	
General & Administrative (Included in OH)	0.00%	
	163.89%	

TOTAL - Indirect Costs \$5,226.62

FEE (12.00%)

TOTAL - Fee \$1,009.89

OTHER DIRECT COSTS

			Total
Travel Costs	550 @	\$0.565	\$ 310.75
Per Diem / Hotel	1 @	\$150.00	\$ 150.00
Vellums	0	\$25.00	\$ -
Overnight Service	2 @	\$25.00	\$ 50.00
Mounting Boards	0 @	\$100.00	\$ -
11 x 17 copies	0 @	\$0.10	\$ -

\$510.75

TOTAL COST \$9,936.37

Subcontractor Costs

\$ 97,538.16

Total Contract

\$ 107,474.54

Total Cost not to Exceed = \$108,000.00

EXHIBIT 10-H
COST PROPOSAL - TASKS 2.3 & 2.4 (Optional Items)

Consultant: LANE ENGINEERS, INC.

Contract No. _____

Date: April 30, 2015

DIRECT LABOR

Classification / Title	Name	Office / Field	Hours	Actual ST Hourly Rate	Total	Exempt Y/N
Project Manager / Principal Civil Engineer	Lawrence Simonetti	Office	1.00	\$ 61.24	\$ 61.24	Y
Principal Land Surveyor	Patrick Teter	Office	13.00	\$ 46.11	\$ 599.43	Y
Senior Land Surveyor	Ron Snow	Office	8.00	\$ 34.05	\$ 272.40	N
Assistant Engineer / Surveyor II	Ben Mullins	Office	36.00	\$ 22.00	\$ 792.00	N
Engineering / Surveying Technician III	David Duffin	Office		\$ 27.98	\$ -	N
Associate Civil Engineer	Wa Vang	Office		\$ 32.13	\$ -	Y
Engineering / Surveying Technician III	Tony Cabeje	Office		\$ 30.75	\$ -	N
Associate Civil Engineer	Aeron Oliver	Office	21.00	\$ 35.97	\$ 755.37	Y
Assistant Engineer / Surveyor I	Kevin Nunes	Office		\$ 21.53	\$ -	N
Clerical - Office Manager	Bridgette Grizoffi	Office	3.00	\$ 31.99	\$ 95.97	N
Clerical - Admin. Assistant	Rhiannon Soares	Office	2.00	\$ 15.50	\$ 31.00	N
Land Surveying - Chief of Party*	Ron Snow	Field	16.00	\$ 57.23	\$ 915.68	N
Land Surveying - Chief of Party*	David Duffin	Field		\$ 59.66	\$ -	N
Land Surveying - Chief of Party*	Ben Mullins	Field		\$ 61.17	\$ -	N
Land Surveying - Rodman*	David Duffin	Field		\$ 53.69	\$ -	N
Land Surveying - Rodman*	Ben Mullins	Field	16.00	\$ 55.20	\$ 883.20	N
Land Surveying - Rodman*	Kevin Nunes	Field		\$ 55.35	\$ -	N
Land Surveying - Rodman*	Tony Cabeje	Field		\$ 53.19	\$ -	N

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 4,396.28
b) Anticipated Salary Increases \$ -

c) TOTAL DIRECT LABOR COSTS [(A) + (B)]: \$ 4,396.28

FRINGE BENEFITS

d) Fringe Benefits (Rate: 66.36%)

e) TOTAL FRINGE BENEFITS [(c) x (d)]: \$ 2,917.38

INDIRECT COSTS

f) Overhead (Rate: 21.68%)

g) Overhead [(c) x (f)]: \$ 953.12

h) General and Administrative (Rate: 62.93%)

i) Gen & Admin [(c) x (h)]: \$ 2,766.59

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]: \$ 6,637.08

FEE (Profit)

q) (Rate: 8%)

k) TOTAL FIXED PROFIT [(c) + (j) x (q)]: \$ 882.67

OTHER DIRECT COSTS (ODC)

N/A

p) TOTAL OTHER DIRECT COSTS (ODC): \$ -

TOTAL COST [(c) + (j) + (k) + (p)]: \$ 11,916.04

NOTES:

- Employees subject to prevailing wage requirements 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.

Tulare County - Kaweah at M349

Avila & Associates

CONTRACT No.
SUB CONSULTANT:

Avila & Associates

SUBCONSULTANT COST PROPOSAL
May 8, 2015

DIRECT LABOR

Name	Classification	Hours	Initial Hourly Rate	Total
Cathy Avila	Project Engineer	62	\$ 75.00	\$4,650.00
Todd Remington	Associate Engineer	34	\$ 55.00	\$1,870.00
Kate Bode	Technical Editor	4	\$52.50	\$210.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Subtotal Direct Labor Costs \$6,730.00
Anticipated Salary Increases \$0.00

TOTAL - Direct Labor \$6,730.00

INDIRECT COSTS

	Rate	Total
Overhead	56.40%	\$3,795.72
Fringe Benefit (Included in OH)	26.00%	\$1,749.80
General & Administrative (Included in OH)	16.00%	\$1,076.80
	98.40%	\$6,622.32

TOTAL - Indirect Costs \$6,622.32

FEE (10.00%)

TOTAL - Fee \$1,335.23

OTHER DIRECT COSTS

			Total
Travel Costs	351 @	\$0.570	\$ 200.07
-			
Report Photocopies	@	\$50.00	\$ -
Overnight Service	@	\$18.00	\$ -

\$200.07

TOTAL COST \$14,887.62

Subcontractor Costs

Total Contract - Optional Tasks

\$ 14,887.62

10-H Cost Proposal

Environmental Services

South Fork Kaweah River Bridge on Road M348

Tulare County / Quincy Engineering

CONTRACT No.
CONSULTANT:

Dokken Engineering

CONSULTANT COST PROPOSAL
DATE: May 8, 2015

DIRECT LABOR

Name	Role	Hours	Salary Range	Rate	Total
Namat Hosselton	Environmental QA/QC	20	\$55.00 - \$75.00	\$68.00	\$1,360.00
Sarah Holm	Environmental Manager	137	\$32.00 - \$55.00	\$44.00	\$6,028.00
Staff	Associate Environmental Planner	45	\$32.00 - \$55.00	\$33.00	\$1,485.00
Staff	Environmental Planner/Archaeologist	289	\$17.00 - \$35.00	\$32.50	\$9,392.50
Staff	Biologist	197	\$17.00 - \$35.00	\$27.00	\$5,319.00
Staff	GIS Specialist	30	\$17.00 - \$35.00	\$33.00	\$990.00
Staff	Associate Engineer	0	\$32.00 - \$55.00	\$44.00	\$0.00
		718			

TOTAL - Direct Labor \$24,574.50

FRINGE AND INDIRECT COSTS

- Fringe Benefits
 - Overhead
 - General and Administrative
- Total Fringe + Indirect Costs

Rate	Total
73.44%	\$18,047.51
9.52%	\$2,339.49
78.71%	\$19,342.59
161.67%	\$39,729.59

TOTAL - Indirect Labor \$39,729.59

OTHER COSTS (ACTUAL COSTS)

- Cultural Record Search Fees
- EDR Report Fee

Quantity	Unit	Rate	Total
	EA @	\$500	\$0.00
	EA @	\$350	\$0.00

TOTAL - Other Costs \$0.00

FEE (10.00%)


TOTAL - Fee \$6,430.41

Subtotal \$70,734.50

TOTAL OPTIONAL COST - NOT TO EXCEED \$70,735

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

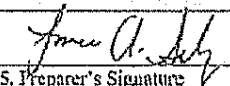
(Inclusive of all DBEs listed at bid proposal. Refer to instructions on the reverse side of this form)

Consultant to Complete this Section			
1. Local Agency Name: <u>Tulare County</u>			
2. Project Location: <u>Road M348 over the South Fork of the Kaweah River</u>			
3. Project Description: <u>Bridge Replacement</u>			
4. Consultant Name: <u>Quincy Engineering, Inc.</u>			
5. Contract DBE Goal %: <u>0.0%</u>			
DBE Commitment Information			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
Hydraulics	Avila & Associates Consulting Engineers, Inc. 760 Market Street, Suite 1055 San Francisco, CA 94102 (415) 576-1230	Santa Clara Valley Transportation Authority (VTA) #32811	6.7%
Local Agency to Complete this Section		10. Total % Claimed	6.7 %
16. Local Agency Contract Number: _____			
17. Federal-aid Project Number: _____			
18. Proposed Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			
19. Local Agency Representative Name (Print) _____		11. Preparer's Signature 	
20. Local Agency Representative Signature _____		12. Preparer's Name (Print) <u>Lance A. Schrey, PE</u>	
21. Date _____		13. Preparer's Title <u>Project Manager</u>	
22. Local Agency Representative Title _____		14. Date <u>05/13/2015</u>	
23. (Area Code) Tel. No. _____		15. (Area Code) Tel. No. <u>(916) 368-9181</u>	

Distribution: (1) Original - Consultant submits to local agency with proposal
 (2) Copy - Local Agency files

EXHIBIT 10-02 CONSULTANT CONTRACT DBE INFORMATION

(Inclusive of all DBEs listed at contract award. Refer to instructions on the reverse side of this form)

Consultant to Complete this Section			
1. Local Agency Name: <u>Tulare County</u>			
2. Project Location: <u>Road M348 over the South Fork of the Kaweah River</u>			
3. Project Description: <u>Bridge Replacement</u>			
4. Total Contract Award Amount: \$ <u>520,000.00</u>			
5. Consultant Name: <u>Quincy Engineering, Inc.</u>			
6. Contract DBE Goal %: <u>0.0%</u>			
7. Total Dollar Amount for all Subconsultants: \$ <u>252,680.00</u>			
8. Total Number of all Subconsultants: <u>4</u>			
Award DBE/DBE Information			
9. Description of Services to be Provided	10. DBE/DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Hydraulics	Avila & Associates Consulting Engineers, Inc. 760 Market Street, Suite 1055 San Francisco, CA 94102 (415) 576-1230	Santa Clara Valley Transportation Authority (VTA) #32811	\$34,791.00
Local Agency to Complete this Section		13. Total Dollars Claimed	\$ <u>34,791.00</u>
20. Local Agency Contract Number: _____		14. Total % Claimed	<u>6.7</u> %
21. Federal-aid Project Number: _____		 15. Preparer's Signature <u>Lance A. Schrey, PE</u> 16. Preparer's Name (Print) <u>Project Manager</u> 17. Preparer's Title <u>05/13/2015</u> <u>(916) 368-9181</u> 18. Date 19. (Area Code) Tel. No.	
22. Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			
23. Local Agency Representative Name (Print) _____			
24. Local Agency Representative Signature _____	25. Date _____		
26. Local Agency Representative Title _____	27. (Area Code) Tel. No. _____		
Caltrans to Complete this Section			
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:			
28. DLAE Name (Print) _____	29. DLAE Signature _____	30. Date _____	

Distribution: (1) Copy - Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.
 (2) Copy - Include in award package sent to Caltrans DLAE
 (3) Original - Local agency files

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: Quincy Engineering, Inc.Indirect Cost Rate: 163.89% * 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: Tulare County

Contract Number: _____ Project Number: _____

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 \$ \$27,470,000 and the number of states in which the firm does business is 4.

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): \$ 252,680.00

Prime Consultants (if applicable)

Proposed Total Contract Amount (or amount not to exceed if on-call contract): \$ 520,000.00

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

<u>Lane</u>	<u>\$ 36,433.00</u>
<u>Taber Consultants</u>	<u>\$ 41,470.00</u>
<u>Avila & Associates</u>	<u>\$ 34,791.00</u>
<u>Dolden Engineering</u>	<u>\$ 139,986.00</u>
<u></u>	<u>\$</u>

Consultant Certifying (Print Name and Title):

Name: Steven L. Mellon, PE

Title: Chief Financial Officer

Consultant Certification Signature **: 

Date of Certification (mm/dd/yyyy): 05/15/2015

Consultant Contact Information:

Email: stevem@quincveng.com

Phone number: (916) 368-9181

****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(h)(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-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: Avila and Associates Consulting Engineers, IncIndirect Cost Rate: 98.4% * for fiscal period 1/1/2013-12/31/2013 (mm/dd/yyyy to mm/dd/yyyy)

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

Local Government: Tulare County Resource Management Agency

Contract Number: _____ Project Number: _____

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 \$ 200,000 and the number of states in which the firm does business is 1.

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:

Consultant Certification of Contract Costs and Financial Management System

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): \$ 19,903

Prime Consultants (if applicable)

Proposed Total Contract Amount (or amount not to exceed if on-call contract): \$ _____

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

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Consultant Certifying (Print Name and Title):

Name: Catherine M.C. Avila

Title: President

Consultant Certification Signature **: 

Date of Certification (mm/dd/yyyy): May 14, 2015

Consultant Contact Information:

Email: cavila@avilaassociates.com

Phone number: 925-673-0549

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

*(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment I 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: Taber ConsultantsIndirect Cost Rate: 2.38 * for fiscal period 4/1/2012 to 3/31/2013 (mm/dd/yyyy to mm/dd/yyyy)

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

Local Government: _____

Contract Number: _____ Project Number: _____

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 \$ 3.0 Million and the number of states in which the firm does business is 1.

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:

Consultant Certification of Contract Costs and Financial Management System

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): \$ 41,470.21

Prime Consultants (if applicable)

Proposed Total Contract Amount (or amount not to exceed if on-call contract): \$ _____

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

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Consultant Certifying (Print Name and Title):

Name: W. Eric Nichols

Title: Principal

Consultant Certification Signature **: W. Eric Nichols

Date of Certification (mm/dd/yyyy): 04/28/2015

Consultant Contact Information:

Email: enichols@laborconsultants.com

Phone number: (916) 371-1880

**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 Customs Audits and Investigations
2) Retained in Local Agency Project Files

**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 I 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: Lane Engineers, Inc.

Indirect Cost Rate: 150.97 * for fiscal period 01/01-12/31/14 (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: _____

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 \$ 51,000.00 and the number of states in which the firm does business is 25.

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): \$ 0.00

Prime Consultants (if applicable)

Proposed Total Contract Amount (or amount not to exceed if on-call contract): \$ _____

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

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Consultant Certifying (Print Name and Title):

Name: Lawrence J. Simonetti

Title: President / CFO

Consultant Certification Signature **: 

Date of Certification (mm/dd/yyyy): 04/30/2015

Consultant Contact Information:

Email: larry@laneengineers.com

Phone number: 559-688-5263

****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-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: Dokken EngineeringIndirect Cost Rate: 161.67 * for fiscal period 6/1/13-5/31/14 (mm/dd/yyyy to mm/dd/yyyy)

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

Local Government: Tulare County

Contract Number: _____

Project Number: _____

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 \$ 62,000,000 and the number of states in which the firm does business is 1 (one).

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:

Consultant Certification of Contract Costs and Financial Management System

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 I, 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): \$ \$139,986

Prime Consultants (if applicable)

Proposed Total Contract Amount (or amount not to exceed if on-call contract): \$ _____

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

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Consultant Certifying (Print Name and Title):

Name: Bradley B. Dokken

Title: CFO

Consultant Certification Signature **: *Bradley B. Dokken*

Date of Certification (mm/dd/yyyy): 05/08/2015

Consultant Contact Information:

Email: bdokken@dokkenengineering.com

Phone number: (916) 858-0642

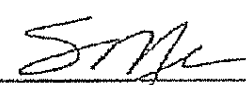
****An individual executive or financial officer of the consultant's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction 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-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 For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subwardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subwardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. Name and Address of Lobbyist (If individual, last name first)	THIS FORM IS NOT APPLICABLE TO QUINCY ENGINEERING, INC. BUSINESS ACTIVITY AS WE DO NOT ENGAGE IN LOBBYING ACTIVITIES <small>(attach Continuation Sheet(s) if necessary)</small>	
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 firm 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 continuously 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></u> Print Name: <u>Steven L. Mellon, PE</u> Title: <u>Vice President/Principal Engineer</u> Telephone No.: <u>(216) 368-9181</u> Date: <u>5/13/2015</u>		Authorized for Local Reproduction Standard Form - LLL

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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 For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency: Congressional District, if known _____	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: _____	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI)	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 Indented 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.		
<div style="border: 1px solid black; padding: 5px; display: inline-block;">NO LOBBYING ACTIVITIES TO DISCLOSE.</div>		Signature: <u>W. Eric Nichols</u> Print Name: <u>W. Eric Nichols</u> Title: <u>Principal</u> Telephone No.: <u>(510) 371-1699</u> Date: <u>4/20/2015</u>
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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

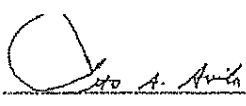
COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

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 For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: _____	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) _____	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)	
NO LOBBYING ACTIVITIES TO REPORT		
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><i>Namut Hosseinion</i></u> Print Name: <u>Namut Hosseinion</u> Title: <u>Environmental Division Manager</u> Telephone No.: <u>(916) 858-0642</u> Date: <u>05/08/2015</u>		Authorized for Local Reproduction Standard Form - LLL

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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 For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency: _____	7. Federal Program Name/Description: _____ CFDA Number, if applicable _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: _____	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) _____	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></u> Print Name: <u>Ernesto A. Avila</u> Title: <u>Vice President</u> Telephone No.: <u>925-673-0549</u> Date: <u>9/3/2014</u>		
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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 For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____			
6. Federal Department/Agency: _____		7. Federal Program Name: _____			
8. Federal Action Number, if known: _____		9. Award Number, if known: _____			
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) _____		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"/> estimated		13. 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 _____			
14. (check all that apply): <input type="checkbox"/> in-kind; specify _____ 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"/>		Nothing to Disclose.			
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying influence 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: _____ Print Name: <u>Lawrence J. Siminetti</u> Title: <u>President</u> Telephone No.: <u>559-688-5263</u> Date: <u>5/13/15</u>			
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL			

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