



**RESOURCE
MANAGEMENT AGENCY
COUNTY OF TULARE
AGENDA ITEM**

BOARD OF SUPERVISORS

KUYLER CROCKER
District One

PETE VANDER POEL
District Two

AMY SHUKLIAN
District Three

J. STEVEN WORTHLEY
District Four

MIKE ENNIS
District Five

AGENDA DATE: October 9, 2018

| | | |
|---|---|---|
| Public Hearing Required | Yes <input type="checkbox"/> | N/A <input checked="" type="checkbox"/> |
| Scheduled Public Hearing w/Clerk | Yes <input type="checkbox"/> | N/A <input checked="" type="checkbox"/> |
| Published Notice Required | Yes <input type="checkbox"/> | N/A <input checked="" type="checkbox"/> |
| Advertised Published Notice | Yes <input type="checkbox"/> | N/A <input checked="" type="checkbox"/> |
| County Counsel Sign-Off | Yes <input checked="" type="checkbox"/> | N/A <input type="checkbox"/> |
| Meet & Confer Required | Yes <input type="checkbox"/> | N/A <input checked="" type="checkbox"/> |
| Electronic file(s) has been sent | Yes <input checked="" type="checkbox"/> | N/A <input type="checkbox"/> |
| Budget Transfer (Aud 308) attached | Yes <input type="checkbox"/> | N/A <input checked="" type="checkbox"/> |
| Personnel Resolution attached | Yes <input type="checkbox"/> | N/A <input checked="" type="checkbox"/> |
| Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s) | Yes <input checked="" type="checkbox"/> | N/A <input type="checkbox"/> |
| CONTACT PERSON: Celeste Perez PHONE: (559) 624-7010 | | |

SUBJECT: First Amendment to Agreement No. 26843 with Biggs Cardosa Associates for the Bear Creek Road over Rancheria Creek Bridge Project

REQUEST(S):
That the Board of Supervisors:

1. Approve the First Amendment to Agreement No. 26843 with Biggs Cardosa Associates, effective October 9, 2018, to increase the original contract amount by \$65,000 and to extend the term of the agreement through December 31, 2020, for Construction Support Services for the Bear Creek Road over Rancheria Creek Bridge Project; and
2. Authorize the Chairman to sign the First Amendment to Agreement No. 26843.

SUMMARY:
On November 5, 2013, Tulare County received federal authorization to proceed with the engineering and environmental document phase for the Bear Creek Road over Rancheria Creek Bridge Project (Br. No. 46C-0162). On October 28, 2014, your Board approved an initial contract with Biggs Cardosa Associates to perform bridge and roadway design for this project (Tulare County Agreement No. 26843), see Attachment B. As the project is now ready for construction, staff is requesting approval of an amendment to the contract to allow for services during construction.

The existing bridge over Rancheria Creek was constructed in 1954 and qualifies to receive federal funding for replacement because the existing single lane bridge is

SUBJECT: First Amendment to Agreement No. 26843 with Biggs Cardosa Associates for the Bear Creek Road over Rancheria Creek Bridge Project
DATE: October 9, 2018

fracture critical and too narrow, thus not meeting current design standards for bridge width. The bridge is located approximately 3.5 miles east of Balch Park Road, northeast of the community of Springville.

The County, in cooperation with the California Department of Transportation (Caltrans), proposes to replace the existing structure with an approximately 72-foot long by 30-foot wide, two lane, clear-span post-tensioned voided concrete flat slab bridge. The new structure, designed to meet current engineering standards, will accommodate two 10-ft lanes with 3-ft shoulders and will be constructed on an alignment about 12 feet north of the existing bridge alignment. To accommodate the slight shift in roadway alignment, Bear Creek Road will be repaved approximately 150 feet west and 210 feet east of the bridge limits. The replacement bridge will be assembled in multiple stages to eliminate the need for a lengthy detour and limit impacts to local residents and businesses.

On July 24, 2018, Tulare County received federal authorization to proceed with the construction phase of this project, granting County staff ability to procure all required services related to construction. This contract amendment includes the additional scope and fee required by Biggs Cardosa Associates to perform construction support services during construction of the new bridge. Services include reviewing contractor requests for information (RFI's) and construction submittals, performing periodic construction observation and assisting the County with any design related issues during construction.

The amendment will increase the contract amount by \$65,000 to cover all previously described changes to the original project scope, bringing the new not to exceed dollar amount for services by Biggs Cardosa Associates to \$393,000.

The additional items of work identified under this agreement amendment will be performed under the same terms and conditions as in the original agreement, unless otherwise stated.

FISCAL IMPACT/FINANCING:

There will be No Net County Cost.

Due to lack of available Highway Bridge Program (HBP) construction funds, combined with the need to start this project as soon as possible and minimize multi-year construction season impacts to residents and tourists, the County will be using the Advance Construction (AC) funding mechanism. AC is one of the programming tools established by the HBP to allow local agencies to expedite project construction in advance of federal funding appropriations. Although AC funding guidelines require that Tulare County may need to front all construction costs prior to federal funding appropriation, staff anticipates receiving funds around November 2018. Once the funds are available the County may begin seeking federal reimbursement, therefore County Road Fund accruals should be limited. Note that AC procedures

SUBJECT: First Amendment to Agreement No. 26843 with Biggs Cardosa Associates for the Bear Creek Road over Rancheria Creek Bridge Project
DATE: October 9, 2018

tools established by the HBP to allow local agencies to expedite project construction in advance of federal funding appropriations. Although AC funding guidelines require that Tulare County may need to front all construction costs prior to federal funding appropriation, staff anticipates receiving funds around November 2018. Once the funds are available the County may begin seeking federal reimbursement, therefore County Road Fund accruals should be limited. Note that AC procedures have successfully been used on previous Tulare County bridge projects (M319 South Fork Kaweah River Bridge and Road 182 Deep Creek Bridge).

The initial contract with Biggs Cardosa Associates for the Bear Creek Road over Rancheria Creek Bridge Project was approved by your Board in the amount of \$328,000 (Tulare County Agreement No. 26843).

The additional construction support services, in the amount of \$65,000, will be fully funded by the Federal Highway Administration (FHWA) through the Highway Bridge Program (HBP) with the use of "toll credits."

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

Safety and Security and Economic Well Being – This project will enhance the safety and security of the public by improving the transportation infrastructure for both the general population in the region and the motorists using this facility.

ADMINISTRATIVE SIGN-OFF:



Reed Schenke, P.E.
Director

RS:jv

cc: County Administrative Office

Attachment(s): Attachment A – First Amendment to Agreement No. 26843 with Biggs Cardosa Associates for the Bear Creek Road over Rancheria Creek Bridge Project
Attachment B – Original Agreement (Agreement No. 26843) with Biggs Cardosa Associates for the Bear Creek Road over Rancheria Creek Bridge Project

**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF FIRST AMENDMENT) Resolution No. _____
TO AGREEMENT NO. 26843 WITH BIGGS) Agreement No. _____
CARDOSA ASSOCIATES FOR THE BEAR)
BRIDGE PROJECT)

UPON MOTION OF SUPERVISOR _____, SECONDED BY
SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD OCTOBER 9, 2018,
BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: MICHAEL C. SPATA
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: _____
Deputy Clerk

* * * * *

1. Approved the First Amendment to Agreement No. 26843 with Biggs Cardosa Associates, effective October 9, 2018, to increase the original contract amount by \$65,000 and to extend the term of the agreement through December 31, 2020, for Construction Support Services for the Bear Creek Road over Rancheria Creek Bridge Project; and
2. Authorized the Chairman to sign the First Amendment to Agreement No. 26843.

Attachment A

**First Amendment to Agreement
No. 26843 with Biggs Cardoso
Associates for the Bear Creek
Road over Rancheria Creek
Bridge Project**

**FIRST AMENDMENT TO
TULARE COUNTY AGREEMENT NO. 26843**

THIS FIRST AMENDMENT (“Amendment”) to Tulare County Agreement Number 26843 (the “Agreement”) is entered into by and between the **COUNTY OF TULARE** (“COUNTY”) and **BIGGS CARDOSA ASSOCIATES** (“CONSULTANT”) as of _____, with reference to the following:

A. The COUNTY and CONSULTANT entered into the Agreement on October 28, 2014, for the purpose of providing professional engineering consultant services and construction support for the M220 Bear Creek Road over Rancheria Creek Bridge Project; and

B. COUNTY and CONSULTANT now wish to amend the Agreement in order to increase the amount of compensation provided to CONSULTANT for additional services rendered to the COUNTY.

ACCORDINGLY, COUNTY and CONSULTANT agree as follows:

1. Section 2, “TIME FOR PERFORMANCE/TERM” of this Agreement is hereby revised to read as follows:

Time is of the essence in this Agreement. The services as described in Exhibit A and Exhibit A-1, will commence within five days of receipt of a written notice to proceed issued following acceptance of this Agreement by COUNTY. This Agreement shall terminate on December 31, 2020. 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.

2. Section 3.1, “COMPENSATION for Additional Services” of the Agreement is hereby added to include the following language:

SIXTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$65,000) shall be added to the compensation owed to CONSULTANT to cover additional services provided by the CONSULTANT that were not included in the original Agreement. The total compensation from the COUNTY to the CONSULTANT for all services under the Agreement shall not exceed the sum of THREE HUNDRED NINETY-THREE THOUSAND DOLLARS AND ZERO CENTS (\$393,000.00).

3. Tulare County Agreement Number 26843 is hereby amended to include Exhibit A-1, “Additional Scope of Work and Cost Summary”. Exhibit A-1 details extra services and payments for the extra services that the CONSULTANT has agreed to provide. Exhibit A-1 is incorporated by reference into Tulare County Agreement Number 26843.

4. This First Amendment becomes effective as of October 9, 2018.

5. Except as provided above, all other terms and conditions of the Agreement shall remain in full force and effect.

**FIRST AMENDMENT TO
TULARE COUNTY AGREEMENT NO. 26843**

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

BIGGS CARDOSA ASSOCIATES

Date _____

By _____

Print Name _____

Title _____

Date _____

By _____

Print Name _____

Title _____

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date _____

By _____

Chairman, Board of Supervisors

ATTEST: MICHAEL C. SPATA
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

Approved as to Form:
County Counsel

By _____
Deputy

Matter # 20181375

Exhibit A - 1

Additional Scope of Work and Cost Summary

**BIGGS CARDOSA
ASSOCIATES INC**
STRUCTURAL ENGINEERS

865 The Alameda
San Jose, CA 95128-3133
Telephone 408-296-5515
Facsimile 408-296-8114

September 17, 2018
2014290A

Tulare County Resource Management Agency
5961 South Mooney Boulevard
Visalia, CA 93277

Attention: Mr. Jason Vivian

Subject: Bear Creek Road Bridge (Replacement) over Rancheria Creek Project
Construction Services Proposal

Dear Jason:

Biggs Cardosa Associates, Inc. is pleased to submit the following cost proposal to provide construction engineering services on the subject project.

This proposal covers the following services:

- A. Project management during construction and attending the preconstruction, construction kick-off, and up to 3 construction progress meetings.
- B. Provide Resident Engineer coordination and support including RE File coordination and clarifications.
- C. Construction site visits (total 4 max) during construction as required.
- D. Perform the review of all structural shop drawings and structural submittals required by the project specifications and the Caltrans Standard Specifications. We have assumed that the County's Resident Engineer / Structure Representative will be selective with requesting field level submittals to be reviewed by the Design Engineer to minimize the number of these additional field level submittal required to be reviewed by the Design Engineer.
- E. Respond to RFIs and developing associated CCOs to clarify the construction documents during construction.
- F. Provide As-Built Drawings based on Contractor's red-lined changes. The as-built mark-ups will be hand-drafted on the original signed vellums per current Caltrans Structures guidelines.



- G. Geotechnical support services including review of CIDH concrete pile submittals and field observation during CIDH concrete pile installation to verify all conditions in accordance with LOTB. Field reports summarizing daily observations/events, professional site visits and/or recommendations will be submitted during construction. Field observations will be provided by a qualified professional or technician from the office of the geotechnical engineer of record (CA Inc). Professional consultation regarding construction operations will be provided on an as-needed basis. Upon completion of pile installation, a letter will be submitted summarizing our observations and supplemental recommendations (if/as applicable). The summary letter will also provide a professional opinion regarding conformance of pile installation observed by personnel from the office of the geotechnical engineer of record (CA Inc) with respect to the project plans, specifications and recommendations contained within the cited foundation report.

We propose to provide the requested design scope of services on a **time and materials basis, not to exceed \$65,000**, including expenses.

Our billing rates and reimbursable expenses are per the attached rate schedule. Please note that rates shown are current for the period 10/1/2018 to 09/30/2019. Biggs Cardosa Associates gives raises to employees and adjusts rates every year effective October 1. Rates for subsequent years (starting on 10/1/2019) will be per our standard billing rate schedule for that year, but in no event will rates increase at more than 5% per year.

Assumptions:

- ◆ The project construction duration will last no longer than 9 months.
- ◆ A maximum of 6 site visit including the preconstruction meeting and construction kick-off meeting will be required over the course of construction.
- ◆ The County's Resident Engineer / Structure Representative will be selective with requesting field level submittals to be reviewed by the Design Engineer to minimize the number of these additional field level submittal required to be reviewed by the Design Engineer.
- ◆ Responding to RFIs and developing associated CCOs to address contractor errors, alternative construction method requests, or unforeseeable construction field issues (contractor scheduling, contractor equipment limitations, 3rd party coordination/limitations, undocumented existing conditions, etc) that could not typically have been anticipated during design development is not included in the scope of services but can be added as Extra Work Requests as required.
- ◆ It is expected that CA Inc personnel will be on-site for a maximum of sixteen days. It is assumed that personnel may be on-site for up to 10 hours during each visit. The summary letter is expected to be completed within one week of completion of pile driving observation.

- ◆ Materials testing (concrete, rebar, gamma gamma, etc.) and construction observation other than that described above is understood to be performed by others and is strictly excluded from this scope of services.
- ◆ A minimum of 48 hour notice before start of pile construction at each support is required for scheduling purposes. If construction observation services are found to require additional time/effort beyond the above estimated scope, they would be performed only upon a mutually-agreed change in scope and fee.

Should you have any questions, please do not hesitate to call.

Sincerely,

BIGGS CARDOSA
ASSOCIATES, INC.



Ronald Oen, PE
Associate

Biggs Cardosa Associates, Inc
CHARGE RATE SCHEDULE

| | |
|-------------------------------------|---------------------|
| Principal | \$230.00 - \$290.00 |
| Associate | 206.00 |
| Engineering Manager | 178.00 |
| Senior Engineer | 160.00 |
| Project Engineer | 145.00 |
| Staff Engineer | 132.00 |
| Assistant Engineer | 122.00 |
| Junior Engineer | 114.00 |
| Senior Computer Drafter | 130.00 |
| Computer Drafter | 114.00 |
| Junior Computer Drafter | 103.00 |
| | |
| Project Administrator | 145.00 |
| Project Coordinator | 120.00 |
| Secretarial Services | 95.00 |
| | |
| Construction Manager | 215.00 |
| Senior Structural Representative | 188.00 |
| Structural Representative | 168.00 |
| Assistant Structures Representative | 134.00 |
| Senior Bridge Inspector | 168.00 |
| | |
| Subconsultants | Cost Plus 10% |
| Expenses | Cost Plus 15% |
| In-House CADD Plots | |
| Prints | \$0.32/ sq. ft. |
| Plots | \$1.60/ sq. ft. |

Charge Rates Applicable October 1, 2018 thru September 30, 2019



Attachment B

Original Agreement
(Agreement No. 26843) with
Biggs Cardoso Associates for
the Bear Creek Road over
Rancheria Creek Bridge Project

BEFORE THE BOARD OF SUPERVISORS COUNTY OF TULARE, STATE OF CALIFORNIA

IN THE MATTER OF AGREEMENT WITH)
BIGGS CARDOSA ASSOCIATES FOR THE) Resolution No. 2014-0773
RANCHERIA CREEK BRIDGE PROJECT) Agreement No. 26843

UPON MOTION OF SUPERVISOR ENNIS, SECONDED BY SUPERVISOR VANDER POEL, THE FOLLOWING WAS ADOPTED BY THE BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD OCTOBER 28, 2014, BY THE FOLLOWING VOTE:

AYES: SUPERVISORS ISHIDA, VANDER POEL, COX, WORTHLEY AND ENNIS
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE



ATTEST: JEAN M. ROUSSEAU
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY:


Deputy Clerk

1. Approved an Agreement with Biggs Cardosa Associates in the amount of \$328,000 to provide Professional Engineering Consulting Services for the Rancheria Creek Bridge Project; and
2. Authorized the Chairman to sign the Agreement after review and approval as to form by County Counsel.

RMA
Co. Counsel
Auditor

DAY
10/28/14

**BEAR CREEK ROAD OVER RANCHERIA CREEK BRIDGE PROJECT
AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES**

THIS AGREEMENT, is entered into as of October 28, 2014, between the COUNTY OF TULARE, referred to as "County", Biggs Cardosa Associates (BCA) referred to as "Consultant", incorporated within the State of California in 1986, with reference to the following:

- A. County has requested proposals for professional bridge engineering consulting services for a proposed bridge project on Bear Creek Road over Rancheria Creek. These consulting services are to include bridge engineering 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.

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 December 31, 2018. Mutually acceptable changes in the scope, character, or complexity of the work if such changes become desirable or necessary as the work progresses will be accommodated by a supplemental agreement. An appropriate extension of time may be made in the form of a supplemental agreement in case of unavoidable delays. Corresponding warranted adjustments in payment will be made based upon the incorporated rate schedule.

3. COMPENSATION.

The basis of payment for the services under this agreement shall be lump sum. Pursuant to satisfactory completion of this contract, as detailed in Exhibit B, a lump sum payment of \$328,000 (Three hundred twenty eight thousand dollars), which includes all expenses incurred, will be made to the consultant. The above lump sum payment includes: salary, fringe benefits, overhead, profit, and all other expenses incurred by the consultant.

Progress payments may be made monthly in arrears based on the percentage of work completed by Consultant. If Consultant fails to submit required deliverable items according to the schedule set forth in the Scope of Work, County shall have the right to delay payment or terminate this Contract in accordance with the provisions of this agreement.

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

49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local governments 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 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 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 prevailing wage rates where applicable), state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

6. RECORDS. Consultant will maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees or subcontractors. These records shall be retained by the Consultant for inspection by the County, State, FHWA, or duly authorized representatives. All such records will be prepared in accordance with generally accepted accounting procedures, will be clearly identified, and will be kept readily accessible. Upon request, Consultant will make such records available for inspection by the County, State, FHWA, or duly authorized representative for the purpose of auditing and/or copying such records during the agreement period and continuing for a period of five (5) years from the date of final payment under this Agreement.

7. 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.

8. NON-ASSIGNABILITY. Unless otherwise provided in this Agreement, County is relying on the personal skill and expertise of Consultant and no part of this Agreement may be assigned by Consultant, except that services may be subcontracted to reputable and qualified

subcontractors as otherwise provided for in this agreement. Subcontracts exceeding \$25,000 in cost shall contain all provisions of this agreement. Any substitution of subconsultants must first be approved in writing by the County's Contract Administrator.

9. 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.

10. 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, errors, omissions, or negligent acts occurring under this Agreement or any extension of this Agreement.

11. 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.

12. 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.

13. 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.

14. 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:

Biggs Cardosa Associates, Inc.
Attn: Michael Thomas
5250 N. Palm Ave., Suite 211
Fresno, CA 93704

Confirming No.: (559)- 449- 8686
Confirming Fax: (559)- 449- 8580

Email: mthomas@biggscardosa.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.

15. 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.

16. 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.

17. 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.

18. 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.

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

20. 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.

21. 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.

22. ASSURANCES OF NON-DISCRIMINATION. Consultant will not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

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. VITAL PERSONNEL. Personnel listed in Exhibit G are considered the vital personnel on the Consultant's project team. The Contract Administrator must be notified of any intended changes to the list and given an opportunity to object and to discuss any concerns or objections. Vital personnel are defined as any Consultant employee or Sub-Consultant that are authorized by Consultant to represent Consultant in dealings with the County.

25. COMPUTER SERVICES. The CONSULTANT shall provide computer services as shown in Exhibit H.

26. PATENT RIGHTS AND COPY RIGHTS. Applicable patent rights provisions described in 41 CFR 1-9.1 regarding rights to inventions shall apply to this agreement. The

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 non-exclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes.

27. DBE PARTICIPATION REQUIREMENTS. The County has established a 0% 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.

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.

28. 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.

29. 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.

30. 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.

Not later than 30 days after completion of all work under contract, the Consultant may request review by the County Board of Supervisors of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

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

31. 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.

32. 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.

33. 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.

34. 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. 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.

35. AUDIT REVIEW PROCEDURES. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by the County's Chief Accounting Officer.

Not later than 30 days after issuance of the final audit report, Consultant may request a review by County's Chief Accounting Officer of unresolved audit issues. The request for review will be submitted in writing.

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

Consultant and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be adjusted by Consultant and approved by County contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by County at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach

of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

36. 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.

37. 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.

Consultant must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of

practices, work, method, operation, or process related to construction or excavation of trenches which are five feet or deeper.

38. 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 unappealable 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.

39. 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.

40. 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.

41. 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.

42. STATE PREVAILING WAGE RATES. The State of California's General Prevailing Wage Rates are not applicable to this contract. Note: The Federal "Payment of Predetermined Wage" applies only to federal-aid construction contracts.

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

COUNTY OF TULARE

By [Signature]
Chairman, Board of Supervisors

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

By [Signature]
Deputy Clerk



CONSULTANT

By [Signature]
Title PRESIDENT

By [Signature]
Title PRINCIPAL

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 [Signature]
Deputy #20141305

SECRETARY'S CERTIFICATE OF ADOPTION OF RESOLUTIONS
by the
BOARD OF DIRECTORS
of
BIGGS CARDOSA ASSOCIATES, INC.
a California Corporation

I, the undersigned, do hereby certify:

1. That I am the duly elected and acting Secretary of Biggs Cardosa Associates, Inc., a California corporation.
2. That the Board of Directors adopted the resolutions set forth below by unanimous written consent, dated January 3, 2011.

1. Authorized Signatories

WHEREAS, Stephen A. Biggs and Mark A. Cardosa currently are the sole officers expressly authorized under the Corporation's bylaws to execute instruments and enter into contracts on behalf of the Corporation: and

WHEREAS, it would be beneficial to the efficient operation of the Corporation's business to designate additional persons as officers, managers, or licensed professional engineers authorized to execute instruments and enter into contracts for services within the usual course of business on behalf of the Corporation;

RESOLVED, that the individuals named below are, along with Stephen A. Biggs and Mark A. Cardosa, authorized to execute instruments and enter into contracts for services valued less than or equal to one million dollars (\$1,000,000.00) within the usual course of business on behalf of this Corporation. However such instruments and contracts for services valued in excess of one million dollars (\$1,000,000.00) shall require the signature of, and may only be authorized by, either Stephen A. Biggs or Mark A. Cardosa:

| |
|-------------------|
| Daniel B. Devlin |
| Mahvash M. Harms |
| Roy M. Schnabel |
| Michael A. Thomas |

RESOLVED FURTHER, that such authority grant for the above-named persons shall be subject to the limitations and requirements as set forth within the Bylaws and Articles of Incorporation of the Corporation;

RESOLVED FURTHER, that such authority grant for Daniel B. Devlin, Mahvash M. Harms, Roy M. Schnabel, and Michael A. Thomas shall be effective as of December 3, 2010.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 6th day of August, 2014.

Biggs Cardosa Associates, Inc.,
a California corporation



Mark A. Cardosa, Secretary

EXHIBIT A

TULARE COUNTY RESOURCE MANAGEMENT AGENCY

Bear Creek Road over Rancheria Creek Bridge Project

SCOPE OF WORK

Scope of Work

Our work plan for performing the proposed improvements of Bear Creek Road Bridge at Rancheria Creek is generally consistent with the Scope of Work presented in the RFP. The Scope of Work outlined below reiterates and elaborates on the methodology and specific tasks required to perform the required services.

In summary, the main assumptions and clarifications are as follows:

- Although each of the 3 bridges included in the RFP (Bear Creek Road Bridge at Rancheria Creek, Road D129 Bridge at Sand Creek, and Road D39 Bridge at Traver Canal) will be a separate project with a separate contract, the scope of work assumes that all 3 bridge contracts will be performed concurrently. The administrative and project management tasks of all 3 bridge projects will be conducted collectively as one project but project specific tasks will be performed individually as required for each of the bridge projects.
- The scope of work for Bear Creek Road at Rancheria Creek assumes that the approved alternative will be replacement of the existing bridge with a new simple span bridge.

Task 1.0 – Project Management

Task 1.1 – Coordination/Meetings/Administration

Project Management: The Consultant will manage project tasks including work needed to lead, direct and monitor the Consultant team and prepare for, attend, and document team meetings and action items.

As Project Manager, Michael Thomas will be responsible for all client contact, contracting, project scheduling, and implementation of the overall project design strategy and work plan, including technical supervision and day-to-day management of the project design team. In the event of unforeseen schedule conflicts affect Michael Thomas' availability, Ron Oen who as Structures Manager will be supporting Michael with the technical design and management of the project will be able to perform on Michael's behalf as Deputy Project Manager.

Project Kick-Off Meeting: We believe that being proactive and inclusive with all of a project's stakeholders is the key to fostering cooperation and ensuring that various parties are not working at cross-purpose to each other. The start of this relationship is the project kick-off meeting, which will be led by Michael Thomas as Project Manager. We anticipate that all 3 bridges will be discussed together with one project kick-off meeting.

An important component of our Kick-Off Meeting is what we call a "Relationship Workshop". Every client is different and has different expectations as far as project goals, communication style, amount of involvement, etc. For example, what are the most important results you are expecting from this project (minimize traffic disruption? Minimize cost? Shorten schedule?) In what format would you like to receive updated budgets and schedules? Do you prefer email or telephone communication? Do you like to be copied on all project communication, or just be informed of results? We like to understand our client's preferences and tailor our management plan to meet those expectations.

Project Development Meetings: We will schedule monthly project development meetings to discuss the status of each of the 3 bridge projects, upcoming efforts, issues and other relevant information. We anticipate that quarterly project development meetings will be held at the County office and the remaining project development meetings can be performed by teleconference. We anticipate a maximum of 24 project development meeting will be required, 8 of which will be held at the County office and 16 which will be conducted by teleconference. An agenda and invitation will be sent out at least 2 days prior to the meeting, including minutes from the previous meeting. At the meeting, two tools that we like to use would be distributed. The first is an Outstanding Issues list. Items on the list are discussed at the meeting, new issues are added and assigned, and tasks completed are noted as "closed". The second tool is a 3-month Look-Ahead Schedule, highlighting upcoming tasks and deliverables. We anticipate that all 3 bridges will be discussed together during each progress meeting.

Deliverables:

- ✓ Meeting agendas and minutes

Quality Assurance: As part of the bridge independent check task, Biggs Cardosa Associates will submit shortly after NTP, and maintain throughout the project a Quality Management System (QMS). The QMS will contain various Design Quality Control Procedures (DQCPs), each dealing with one element of design (such as drawings, calculations, quantities,

reports, computer programs, etc.), clearly spelling out the procedures that all team members must follow to maintain proper quality for this project.

The QMS is intended to ensure that reports, plans, studies, estimates, etc. are complete, accurate, checked, conform to standards, proofread to meet professional engineering practices, and of a quality acceptable to the client prior to submittal. After approval of the QMS by the County, we will set up a mandatory training meeting for all key team members to distribute the QMS, to review key elements and to stress the importance of Quality in our work product.

This task and the QMS will be applicable for the design development and independent check of each of the 3 bridges but only one mandatory training meeting will be held to cover each of the 3 bridges for this contract.

Deliverables:

- ✓ Draft and Final QMS

Task 1.2 – Schedule: The Consultant will manage project tasks including work needed to prepare, coordinate, and maintain a critical path method schedule. We will prepare and submit a Project Master Schedule in Microsoft Project to the County within 20 days of NTP. The schedule will be updated monthly and the updates distributed with our Progress Reports.

One project master schedule will incorporate the design schedule for each of the 3 bridge designs.

Deliverables:

- ✓ Project Master Schedule and updates

Task 1.3 – Progress Reports: The Consultant will manage project tasks including work needed to prepare monthly progress reports and monthly invoices tracking specific work completed.

On a monthly basis, we will issue invoices and progress reports to the County detailing major items worked on during the billing period and percentage complete for each task, with substantiation for backup. Each project report will incorporate the progress for each of the 3 bridge designs.

Deliverables:

- ✓ Invoices with Progress Reports

Task 1.4 – Data Research and Collection: The Consultant will manage project tasks including perform miscellaneous coordination and support. We will review project limits, identify available and required documents, contact information, scope, schedule, budget, regulatory items, County and other agency approval processes, and other administrative procedures. We will review any project material available from the County, the CVFPB, various utility companies, Caltrans, Alta Irrigation District and other stakeholders. The project material will include but not limited to: as-built plans, Caltrans Maintenance reports, right-of-way maps, scour analysis studies, potential traffic detour plans, traffic count data, FEMA and CVFPB flood maps and hydrologic data, and utility company atlas drawings which might indicate site constraints including buried and overhead utilities, etc.

We use a comprehensive data tracking spreadsheet to facilitate data collection efforts, as well as document and track awaiting information. This spreadsheet will be updated regularly and provided to the County.

Deliverables:

- ✓ Data Research and Collection Spreadsheet

Task 2.0 – Surveys and Mapping

Task 2.1 – Aerial Topographic Survey & Project Control Survey:

The Consultant will perform control surveys and set control points. Resolve property boundary and right-of-way locations. We will provide a color orthorectified aerial image and aerial survey for the bridge site which will cover the bridge site project limits as depicted in the schematic exhibits included and will be utilized in the development, planning and design of the proposed project. We will prepare the aerial topographic survey, with one foot topographic mapping, planimetry, DTM, and the color orthorectified aerial imagery. We will set ground control in accordance with aerial flight plan, and will provide coordinates and elevations on ground control for aerial orientation, aerial topographic map, aerial photo, DTM, and control point information for the design team's use.



We will review record control maps, records of survey, corner records, and other official maps of records obtained in Task 1.4 Data Research and Collection. We will calculate record right-of-way lines and property lines located within the project limits for the bridge site in accordance with record maps, record deeds, and documents as required to calculate field search positions for existing right-of-way monument, street survey monuments, and parcel corner monuments. It is anticipated we will utilize record information for the establishment. If title reports are necessary to finalize the right-of-way, we anticipate the title reports will be provided by the County Right-of-Way consultant.

We will perform a Topographic and Right-of-Way Survey to provide design control and right-of-way mapping for the bridge site including survey monument, marker, and control points (coordinates and elevation data). We will also set horizontal and vertical control points for project mapping in accordance with Tulare County horizontal and vertical control requirements. All surveying and mapping shall be in compliance with Tulare County standards or with Caltrans standards when not otherwise specified by the County. We will establish a project construction control line and provide a right-of-way and property base map for the bridge site for the design team's use.

Task 2.2 – Obtain County Encroachment Permit and Permission to Enter From Adjoining Property Owners: The Consultant will obtain an encroachment permit to perform surveying within the roadway right-of-way. The Consultant will identify those properties where access is required in order to complete the project base mapping.

Prior to commencing field surveying, we will apply for and obtain an encroachment permit from Tulare County. We will identify and delineate on an exhibit the private parcels that will require a right of entry to set aerial control panels or conduct supplemental surveying. This exhibit will be provided to Tulare County so right of entries can be obtained by Tulare County's Right-of-Way consultant.

Task 2.3 – Topographic Survey: The Consultant will perform topographic surveys including; necessary utility potholes, existing bridge features, existing utility locations (inverts), sign location and nomenclature, and other detailed topography. This task will also include the following

Hydraulic Survey: Perform survey of creek cross-section at intervals and distances as recommended by the team hydraulics engineer.

Traffic Control: Set-up and maintain approved traffic safety devices during the field survey.

Utility Mapping: Contract utility companies, provide base map for review and comment and obtain written confirmation from utility companies of location of existing facilities

Utilizing the aerial topography and DTM prepared in Task 2.1, we will perform supplemental field surveying for the bridge site in accordance with FEMA Mapping & Surveying Guidelines and Specifications. Cross Sections and tie-in surveys will ensure an accurate design and smooth transition from existing roadway and infrastructure features. Topographic field survey will locate existing site improvements and visible utilities including but not limited to, existing centerline and profile of the bridge, roadway grade breaks, abutment line, support bents, trees, ground shots, road cross sections, striping, bridge structure limits, headwalls and wingwalls, existing utilities, fences, driveways, pavement

elevations, guard rails, ditches, creek cross sections at the bridge, irrigation facilities, and other miscellaneous visible features. Roadway cross sections will be taken at 50-foot intervals (at minimum) along the roadway extending sufficiently on both ends of the bridge to ensure satisfactory information is gathered to determine the appropriate limits of improvements. Roadway cross sections will extend 50-feet each direction perpendicular of the existing roadway centerline for each bridge site to accommodate potential roadway realignment.

Cross sections at the upstream and downstream edge of deck of existing deck will be taken within the channel at the bridge site. We will perform a detailed field survey of existing channel and/or flood plain including channel cross sections in accordance with FEMA Mapping & Survey Guidelines and Specifications to supplement topographic survey. At Rancheria Creek, we anticipate a total of 10 cross sections; 200-ft wide cross sections at 50-ft, 100-ft, 200-ft, 300-ft, 400-ft and 600-ft downstream from the existing bridge, and 200-ft wide cross sections at 50-ft, 100-ft, 200-ft, and 400-ft upstream from the existing bridge.

We will develop and distribute letters to 3rd Party Utility companies to alert them to the project and request record drawings/utility plats. We will use this information in the development of the project base mapping. We will prepare a Utility Matrix identifying all utilities within the project limits, prior rights, and possible relocation needs.

We will provide field survey points (coordinates and elevation data), an updated DTM to include supplemental field topographic survey information, field notes, and an updated project base mapping for the bridge site.

Task 2.4 – Property Surveys and Resolution: The Consultant will perform property boundary and right-of-way surveys of all affected parcels. The Consultant will set and stake necessary monuments to indicate boundary locations and acquisition corners.

Using the record Right-of-Way established in Task 2.1, we will perform the necessary boundary surveys to resolve right-of-way limits. During the boundary surveys, monumentation and other boundary locations will be staked in the vicinity of the projects. We will prepare a preliminary Right-of-Way Requirements matrix for each bridge site identifying potentially affected owners of parcels, APN numbers and addresses. This matrix will be generated for each alternative studied.

Deliverables:

- ✓ Field Survey Notes
- ✓ Preliminary Right-of-Way Requirement Matrix

Task 2.5 –Base Map Preparation: The Consultant will prepare a base map, in imperial units, showing property boundaries, easements, rights-of-way, existing utilities and topographic information. The Consultant will prepare base sheet in accordance with County CAD standards.

We will assemble all the materials gathered in Tasks 2.1 – 2.4 and prepare a composite project base map for the bridge and approach roadway. This base map will be used by the design team in preparing the conceptual layouts and quantities and conform to the following requirements:

- Composite base map will be generated with one-foot contour topography.
- Preliminary plans developed from the base map will be sufficient to show transitions to existing improvements.
- All existing interfacing roadway approaches facilities such as existing bridge structure, edge of pavement, drainage facilities, right-of-way (ROW) will be located and shown on the preliminary plans developed from the base plans.
- Preliminary plans developed from base map will include adjacent property lines and information such as assessor's parcel numbers and the owner's information.
- A sample plan sheet and legend showing the proposed drawing scale, symbols, line work and lettering for all existing and proposed improvements will be submitted to the County for approval prior to project plan preparation.
- Submitted preliminary base engineering design plans will be in accordance with Tulare County Policies, Procedures, Manuals, Standards, and the Local Assistance Program.

Deliverables:

- ✓ Project Base Map (same scale as project plans with 1' contour intervals)

Task 2.6 –Right-of-Way Acquisition Support: The Consultant will assist the County with the preparation of R/W Appraisal Maps including preparation of R/W descriptions and exhibits, descriptions and exhibits for utilities, drainage, slope, and construction easements.

After the team established the right-of-way acquisition needs for the projects, we will prepare the various documents to support Tulare County in the acquisition activities. These documents include:

- Preparation of Right-of-Way Appraisal Maps
- Plats and Legal Descriptions for all acquisitions, both temporary and permanent

Task 3.0 – Preliminary Engineering (35% PS&E)

This task includes work required to develop and study roadway and bridge alternatives and develop a preferred project design concept for budgeting and funding purposes, environmental approval, permitting and final design. This work includes the following:

Task 3.1 – Preliminary Roadway Design: The 35% roadway design submittal will show the initial design concept and how major components of the project will be addressed to facilitate County approval of the roadway geometrics. Identification of project impacts, (i.e. right-of-way requirements including temporary easements for construction and utility relocations) are key objectives of the 35% PS&E. Plans will be prepared in conformance with County and AASHTO standards. The proposed structural sections will be developed based on pavement design methods from Caltrans Highway Design Manual and input from the project Geotechnical Engineer. The proposed sections will be based on 20 year ADT; a truck percentage within the ADT agreed to by the Project Team, and native material R-values based on the soils survey.

Using the Project Base Map prepared under Task 2.5, we will develop Preliminary Base Plans for the proposed bridge and approach roadway alternatives consisting of base layout sheets and any exhibits or detail sheets (such as utility coordination and staging/traffic handling plans) needed to satisfactorily develop and show the proposed alternative concepts. These Preliminary Base Plans will incorporate one-foot contour topography, sufficiently extend to show transitions from the existing conditions to the proposed improvements (both vertically and horizontally), locate all existing interface roadway approach facilities such as the existing bridge structure, edge of pavement, roadway sections, drainage facilities, right-of-way (ROW), and adjacent property lines, assessor's parcel numbers and owners information. The Preliminary Base Plans will be developed in accordance with Tulare County policies, procedures, manuals, standards, and the Local Assistance Program. A sample plan sheet and legend showing the proposed drawing scale, symbols, linework and lettering for all existing and proposed improvements prior to the development of the Preliminary Base Plans will be submitted to the County for their review and approval.

Deliverables:

- ✓ Preliminary Roadway Plans

Task 3.2 – Prepare Preliminary Bridge Design This task includes work required to develop up to three bridge concepts. The Consultant will involve the County, Caltrans and other agencies as necessary in the development of these alternatives, including the following:

Existing Bridge Field Inspections:

As part of the initial background effort, BCA will review the as-built plans, bridge inspection reports and other existing documentation. Once we are familiarized with the structure and as-built documentation, we will perform a field inspection of the existing bridge condition to verify the as-built documentation to the actual existing conditions. BCA will perform visual inspections, photograph the current bridge conditions, determine unknown dimensions and elements not shown or illegible in the as-built documentation, and document any additional changes and/or deficiencies of the current condition of the bridge. Field inspection reports containing a summary of the field inspection findings and associated photographs will be developed for documentation.

Bridge Alternatives: Prepare Bridge Planning Study Drawings: Prepare drawings that include preliminary plan, elevation, and typical section for up to three bridge alternatives on the preferred roadway alignment

Based on the findings from the field inspections of the existing bridge, BCA will evaluate and update any discrepancies with the Caltrans Structures Inventory and Appraisal Report for the bridge that may affect the code rating of elements, the overall sufficiency rating of the bridge, and any Functionally Obsolete (FO) or Structural Deficiency (SD) flags.

Bridge alternatives will be developed to raise the low Sufficiency Rating and remove all FO and SD flags as mandated by the Highway Bridge Program (HBP) funding requirements. Because the Sufficiency Rating is above 50, rehabilitation alternatives will need to be considered and evaluated with other alternatives that could include bridge replacement. To acquire funding approval, any replacement alternatives will be evaluated and justified as the most feasible alternative over rehabilitation alternatives to the Caltrans District Local Assistance Engineer (DLAE).

All alternatives will consider design considerations such as alignment and profile design, right-of-way constraints, construction staging, traffic handling, utility relocation, environmental impacts, hydraulic constraints, geotechnical constraints, constructability, structure cost and approach roadway costs.

Advance Planning Study (APS) level drawings of the structure will be developed for viable alternatives to be considered. These planning level structure drawings will include sufficient detail to compare alternative project concepts and will be used to coordinate with Caltrans and the County to gain consensus on an acceptable project approach.

Cost Estimates: The Consultant will prepare engineer's estimate of probable cost on a cost per square foot basis for each bridge option. Cost will be based on preliminary quantities developed in general conformance with Caltrans Bridge Design Aids and will include approximately 25% contingency.

The BCA team will prepare planning cost estimates for each viable alternative evaluated. Cost estimates will include the costs of all aspects of the alternative including structures, roadway and channel improvements as well as environmental mitigation and right-of-way costs. Environmental mitigation and right-of-way costs will be obtained from the County and its environmental consultant.

These preliminary cost estimates will be based on the Caltrans estimating guidelines provided in Caltrans Bridge Design Aids, *Section 11 Estimating* and will conform to the following requirements:

- Bridge and roadway approach construction items will be segregated with separate subtotals, but consolidated into one estimate sheet with an overall total cost.
- Each subtotal will include contingency and mobilization items.
- Overhead and design costs will not be included into the cost estimates.
- Back-up calculations will be provided for each bid/construction item's quantity and unit cost.
- Proposed alternatives for the cost estimates will be in accordance with the latest AASHTO and County standards.
- Average Daily Traffic (ADT) and Design Speeds will be obtained from County.

For usual or normal types of bridge structures, the cost estimates will be based on quantities using Caltrans square-foot factors. For unusual structures such as sliver widenings, deck rehabilitations or cases where a close comparison of the cost of several different types of structures are required, the preliminary quantities will be computed using the aids found in *Section 11 Estimating* of Caltrans Bridge Design Aids document and our experience.

Deliverables:

- ✓ Field Inspection Report
- ✓ Advance Planning Study (APS) level General Plans of viable alternatives
- ✓ Cost estimate for each viable alternative

Task 3.3 – Prepare Draft and Final Project Memorandum:

We will prepare and submit a Project Memorandum that will include an analysis of the existing bridge, various rehabilitation and replacement conceptual alignment alternatives and bridge structure types being considered. This analysis will include a comparison matrix with cost considering various impacts including geometrics, right-of-way, traffic handling, environmental, utility relocation, bridge hydraulics, scour potential, and other stakeholder impacts. Each alternative will be described and will include a list of advantages vs. disadvantages.

The Project Memorandum will include a discussion of the structure types considered, the reasons for selection of the proposed bridge structure, and at minimum consist of the following compiled documents:

- Summary of the components of each alternative including preliminary plans, right-of-way (temporary easements), construction staging and access, utility relocation and accommodation, and anticipated design exceptions
- Discussion of the pros & cons of each alternative
- Preliminary Quantities and Estimated Construction Cost for each alternative
- Recommended Alternative for Final Design
- List of design decisions needed by the County
- List of issues that will be resolved during final design

Deliverables:

- ✓ Project Memorandum

Task 4.0 – Field Exploration and Geotechnical Engineering

The Consultant will perform a geotechnical investigation in support of the bridge project. The following is a task breakdown for the proposed work:

Task 4.1 – Research and Data Collection: The Consultant will review readily available geologic and soil literature in the vicinity of the site including review of any as-built drawings and existing LOTB. The Consultant will comply with local permit requirements and will field locate the boring and call for USA clearance.

We will review as-built foundation data, record documents, published geologic data, and aerial photographs for the bridge site. We will also complete a site visit to review existing conditions, assess drill rig site access, and mark exploratory boring locations for Underground Service Alert (USA) notification.

Task 4.2 – Field Exploration: The exploration will provide an evaluation of subsurface conditions for the proposed foundations of the structure. The boring locations will depend upon the available access and any boring data from previous studies and the proposed foundation. The Consultant will classify and continuously log subsurface soil conditions encountered in the test boring at the time of drilling and obtain “relatively undisturbed” and bulk samples of substrata from test borings. The borings will be drilled and capped in accordance with the permit requirements.

We will perform a field exploration to characterize the subsurface soil conditions and to identify geotechnical design parameters for each of the proposed bridge structures. Subsurface exploration to adequately define earth materials and foundation conditions at each bridge site is expected to include the following:

Bear Creek Road Bridge at Rancheria Creek (Br. No. 46C-0162) – Drill, sample, and log a boring to 50 to 60-ft depth (shallower if rock suitable for spread footing foundations is encountered) at/near each abutment. Rock (if encountered) will be cored with diamond coring equipment to recover rock cores. No borings will be completed in the channel. Lane closure with signs, traffic cones, and flaggers is expected to be required to complete borings at this site.

Exploration/testing in evaluation of roadway subgrade conditions will include two shallow test borings (about 5 ft deep). Soil samples will be recovered at 3 to 5-ft intervals in the bridge borings. Bulk soil samples will also be recovered for laboratory testing and reference.

Field exploration is expected to be within County right-of-way and/or private property. We will obtain an encroachment permit (assume no fee) and County environmental health permit for each bridge. We assume that rights-of-entry (if needed) will be provided by the County. We will notify USA prior to field work.

The scope of our proposed services specifically excludes sampling and testing for the presence or distribution of hazardous materials within the boreholes. If hazardous materials are identified during field exploration, work will be stopped at that location and the client notified and a modified scope of services may be required.

Task 4.3 – Phase 1 Initial Site Assessment (ISA)

An Initial Site Assessment (ISA) will be conducted to identify hazardous materials issues that could affect the constructability, feasibility, and/or cost of the proposed project. The purpose of the ISA, therefore, is to identify whether:

- Any lead paint exists and whether it can affect construction of the planned improvements; and,
- Whether any asbestos containing building materials are present in the bridge structure.

For the purposes of this proposal, the limits of the project are assumed to be the limits of proposed right of way around the bridge structure.

The following sections present the suggested scope of services for this task.

Records Review

Selected federal, state, and regional environmental agency databases will be reviewed for information pertaining to the sites and properties within a minimum search distance of not less than one-quarter mile from the alignment. This data will be obtained from a vendor specializing in retrieval of environmental information. Chain of title research and/or review is not included.

Telephone interviews will be conducted with representatives of Tulare County Environmental Health Department, the California State Regional Water Quality Control Board or the California Department of Toxic Substances Control for any property identified during database review for which hydrogeologic conditions and other reasonable factors indicate a potential for environmental impact on a site.

Physical Setting and Site History

Review of readily available documents will be performed to identify physical setting of the site and obvious past uses of site and adjoining properties. Elements of the physical setting identified typically include:

- Topographic conditions.
- Geological conditions of area, including the potential for presence of naturally occurring asbestos at the site.
- Hydrogeological conditions including depth to groundwater, depth to other aquifers and regional and local gradient.

Documents reviewed pertaining to site history will include:

- Recent and historical topographic maps.
- Sanborn maps, if they exist for the project area.
- Recent and historical aerial photographs including any provided by the County of Tulare.
- Published geologic maps and reports, and, if provided by the County of Tulare, any geotechnical, hydrogeologic or environmental reports pertaining to the site or vicinity.
- Limited historical land use documents, if provided by the County of Tulare, to include the Historical Property Survey Report and other CEQA/NEPA documents.
- Other existing studies completed in the project vicinity as provided by the County of Tulare.
- Environmental reports for contaminated sites identified in the environmental database review or the site reconnaissance.

In addition to the above sources, historic topographic maps and aerial photographs in our library and in the collection at Sacramento State University library, with coverage of the project site will be reviewed.

Site Reconnaissance

Reconnaissance of the site will be performed to identify visual evidence of:

- Current uses and evidence of past uses of the site and adjacent properties.
- Potential areas of concern such as above or below ground fuel storage tanks, vehicle maintenance areas, past mining operations, dump sites, discolored soils or stressed vegetation, discharges, odors, transformers, wells, standing water, hazardous substance containers or unidentified containers, etc.

Reconnaissance will be performed primarily by drive-by observation (windshield survey) along the project corridor, supplemented by local walking traverse at locations where drive-by observation indicates possible evidence of hazardous materials or petroleum products that could affect the project.

Interviews

Reasonable attempts will be made to conduct interviews with persons identified as knowledgeable about potentially contaminated locations on or adjacent to the site to obtain information indicating their potential impacts on the project. Interviews may be conducted in person, by telephone, or in writing. Individuals interviewed might include owners, occupants, local government officials, or others.

Meetings

Meeting attendance is not included in these services.

Lead Paint Sampling

We will assess and photo-document the condition of any paint on the bridge structure. Should the paint be documented to be flaking, peeling or otherwise in poor condition, we will collect up to six (6) samples of potentially lead-based paint on each bridge structure and soil below each bridge. Samples will be collected of different paint types at several locations and analyzed for lead to determine if hazardous levels of lead may be present in the paint and soil. Samples will be analyzed by a California-certified hazardous materials testing laboratory for lead using EPA Method 6010. Results of the lead-based paint sampling, along with recommendations for proper disposal, will be included in the ISA report.

Certified Asbestos Consultant

A certified asbestos consultant will make a site visit and collect up to a total of 7 samples for asbestos analysis. Samples may include structural bridge concrete, utility pipe insulators, conduits, etc. Asbestos will be tested using either EPA 600/R-93/116 and/or EPA 600/M4-82-020. An evaluation report including test results will be appended to the Initial Site Assessment report.

ISA Report

A report documenting our assessment will be prepared. The reports will include but not necessarily be limited to the following:

- Site Description;
- Records Review;
- Site reconnaissance information;
- Interview Information;
- Photocopied pictures of significant items of environmental concern on the site (if any);
- Pertinent supporting documentation, such as boring logs and laboratory results available from reports reviewed (if any);
- Findings and Conclusions - including opinions on potential impacts of any recognized environmental conditions concerning the project site and, if considered warranted, recommendations for further study.

The ISA report submittals will include a “draft” version for review, a “revised draft” version incorporating review comments, and a final report incorporating any final comments. The asbestos evaluation report will be appended to the ISA report.

Deliverables:

- ✓ Phase 1 Initial Site Assessment Report

Task 4.4 – Laboratory Testing: The Consultant will perform laboratory tests on representative soil samples such as moisture density, unconfined compression, gradation analysis, corrosion tests and plasticity index test, as necessary.

Laboratory tests to supplement field evaluation of earth material parameters is expected to include moisture-density, sieve analysis, unconfined compressive strength, Atterberg Limits, and soil corrosivity screening (pH / minimum Resistivity / sulfate / chloride content) on selected soil samples. One Resistance-value (R-value) test will be performed to evaluate subgrade materials for new pavement section recommendations using Traffic Index (TI) values provided by the project civil engineer.

Task 4.5 – Soils Analysis / Evaluation: The Consultant will perform engineering analysis and develop design recommendations for the proposed foundations.

Engineering evaluation and soil analysis to develop geotechnical recommendations 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; soil corrosivity; and, new flexible pavement design.

Task 4.6 – Preliminary Foundation Memorandum (Type Selection): The Consultant will prepare preliminary recommendations for foundations and provide a Type Selection Report (Geotechnical) with Log of Test Borings.

We will prepare a Preliminary Foundation Memorandum for the preliminary engineering phase and bridge-type selection based on review of available as-built foundation data, record documents, published geologic data, aerial photographs, and site review. The Log of Test Borings drawing will be completed as part of Task 4.7.

The memorandum is expected to include: Project Location and Vicinity Map; Summary of Site Geology and Subsurface Conditions (based on review of available record documents, published geologic data, and site review); Seismic Data and Evaluation using current Caltrans seismic design criteria (including preliminary ARS curve using Caltrans ARS Online tool); Liquefaction Considerations; Roadway/Subgrade Considerations; Preliminary Foundation Alternatives (e.g., driven piles, cast-in-drilled-hole piling, spread footing foundations, etc.); Preliminary Foundation Recommendations with conditions and constraints on likely foundation types; and Preliminary Construction Considerations.

Deliverables:

- ✓ Preliminary Draft Foundation Memorandum

Note: We expect that this task will be completed immediately following Task 4.1 and prior to Tasks 4.2.

Task 4.7 – Draft and Final Foundation Report: The Consultant will prepare detailed report including design recommendations for foundation types, footing elevations, lateral design capacities, constructability considerations, etc.

- The report will discuss seismic considerations, evaluate the liquefaction potential and comment on the site soil conditions. The seismic design criteria will be based on the most current Caltrans Seismic Design Criteria considering both deterministic and probabilistic approaches.
- Prepare final Foundation Report for the bridge structure.
- Provide boring logs.

We 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, laboratory soil 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 a Caltrans ARS (on-line) curve. The report will discuss structure foundation

conditions/constraints, recommended type, level and loading of bridge foundation elements, and include construction considerations. Design pavement structural section(s) and earthwork recommendations for associated roadway improvements will also be provided. We will complete a Final Foundation Report incorporating the review comments.

Deliverables:

- ✓ Draft Foundation Report
- ✓ Final Foundation Report
- ✓ Log of Testing Borings drawing

Task 5.0 – River (Creek & Canal) Hydrology and Hydraulics

Task 5.1 – Obtain and Review Project Documentation: The County will provide the Consultant with bridge as-built drawings and bridge inspection reports (including upstream and downstream crossings).

Information Gathering and Field Review: We will review available Caltrans and County recorded hydraulic and hydrology information on the bridge including supplemental bridge maintenance records for the existing and adjacent bridges, historic hydrologic and hydraulic data from the County, CVFPB, USGS and FEMA, and available floodplain mapping. To verify and ascertain a more comprehensive understanding of hydraulic and existing bridge conditions, we will perform a reconnaissance level field investigation of the proposed bridge reach.

Task 5.2 – Estimate Hydrology: The Consultant 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. The results of the hydrologic analysis will be presented in the form of a flood frequency curve.

Peak discharges for the design event, 50- and 100-year discharge flood events will be estimated for the bridge using two different methods as outlined in the Caltrans Local Assistance Program Manual. UGSS regional regression analysis will likely be the first method and a basin transfer of a statistical analysis of adjacent gages is likely to be the second methodology.

Task 5.3 – Hydraulic Analysis: Hydraulic parameters (water surface elevations and velocity) will be obtained from the Army Corp of Engineers HEC-RAS (Hydraulic Engineering Center River Analysis System) version 3.1.3 model based on: 1) eight to ten channel cross sections 2) as-built data or survey of the existing bridge 3) and a reconnaissance level field investigation by the Consultant.

The Hydraulic Model – HEC-RAS Analysis - The Consultant will prepare an existing condition HEC model and a proposed condition HEC model. Hydraulic variables (water surface elevation, velocity, etc.) will be determined for the 50 and 100 year and other discharges as appropriate. Results from the hydraulic analysis will be provided in both tabular as well as graphical output formats. We will set up an existing conditions HEC-RAS model from the survey data obtained above. Two proposed bridge alternatives will be modeled and the hydraulic variables (water surface elevation and velocity) will be determined for the discharges (50-year and 100-year) estimated in task 5.2.

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 Q50 with sufficient freeboard and convey the Q100 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 – The Consultant 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 and span lengths that will minimize debris capture and therefore future maintenance.

Task 5.4 – Scour and Bank Protection: The Consultant will review maintenance records for the existing and adjacent bridges for the site to determine if the stream has aggraded or 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*.

The Colorado State University Equation (CSU) shall be used for estimating local scour as recommended in the Federal Highway Administration (FHWA) Publication HEC-18, *Evaluating Scour at Bridges*.

Calculations shall 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. The Consultant will express an opinion as to the likely type of bank protection that may be required.

Task 5.5 – Prepare Draft Hydraulic Technical Memorandum: The Consultant will prepare a Draft Design Hydraulic Study Report for review by the County, Caltrans and affected regulatory agencies.

We will submit a draft hydraulic technical memorandum for the bridge documenting the preliminary hydrology, hydraulics, and scour protection opinions and will be available for conference meetings to discuss any questions about this draft technical memorandum.

Deliverables:

- ✓ Draft Hydraulic Technical Memorandum

Task 5.6 – Prepare Final Hydraulic Study Report: The Consultant will prepare a Final Design Hydraulic Study Report incorporating comments from the Draft Report.

We will submit a final Hydraulic Study Report for the bridge site documenting the hydrology, hydraulics, and scour estimates, and will be available for conference meetings to discuss any questions about their draft technical memorandum.

Deliverables:

- ✓ Final Hydraulic Study Report

Task 5.7 – Complete Location Hydraulic Study/Floodplain Encroachment Report: Using the HEC-RAS output data, complete a Location Hydraulic Study (Flood Plain Evaluation Report) in accordance with 23 CFR 650.113. This report is generally included in the Environmental Document for the bridge.

Task 6.0 – Right of Way and Acquisition Services: All right-of-way engineering appraisal and acquisition services for this project will be provided by the County with assistance by Consultant.

Task 7.0 – Environmental Document and Regulatory Agency Permits: The environmental documents and regulatory agency permit applications for these projects will be prepared by another (environmental) consultant under a separate agreement with the County. We will provide technical assistance to the County and the County's environmental consultant in support of the environmental documents and regulatory agency permits required for the project.

Task 8.0 – Final Design (Plans, Specifications, Estimate): This project will incorporate the 6th edition of the AASHTO LRFD Bridge Design Specifications as Caltrans requires all projects that anticipate having a Ready-to-List (RTL) date after December 31, 2015 to conform to this version of the design code. Although the bridge project may be Ready-to-List prior to December 31, 2015, using this version of the code will ensure that the project will not need to be redesigned if the projects' RTL date is after December 31, 2015.

Task 8.1 – Final Design (65% PS&E): Upon approval of the 35% PS&E by the County and Caltrans and upon receiving environmental clearance (both NEPA and CEQA), the Consultant will prepare and submit the draft plans, specifications, and estimate to the County.

Task 8.1.1 – Bridge Design: The Consultant will prepare structural calculations and bridge plans for the bridge type and configuration agreed upon during the Preliminary Engineering task, Task 3.0. This submittal will represent complete, unchecked set of bridge construction documents to be submitted to the County and will be performed in general accordance with the following:

- County CAD Drafting Standards – County CAD manager will review Consultant CAD drawings at each milestone submittal for conformance with County CAD standards. A copy of the County’s CAD Standards Manual will be made available to the Consultant at the inception of the project.
- California Department of Transportation (Caltrans) Standard Plans & Specifications (latest version)
- Caltrans Bridge Design and Detailing Manuals
- AASHTO LRFD Bridge Design Specifications with 2006 Interims and Caltrans Addenda (Blue Sheets) or latest version
- Caltrans Seismic Design Criteria (latest version)

Task 8.1.2 – Approach Roadway Design: The Consultant will prepare the approach roadway design in general conformance with County Standard, AASHTO “A Policy on Geometric Design of Highway and Streets” and the Caltrans Highway Design Manual, Caltrans Standard Specifications and Standard Plans. Final grading and drainage details will be developed as well as new/existing roadway conformance details, as required.

Based on the alternative selected from the efforts in Task 3 and the environmental mitigations, we will refine the roadway design using AASHTO and Caltrans HDM. The roadway design plan preparation will at a minimum include:

- Survey Control Plan
- Typical Section
- Demolition Plans
- Horizontal Control Plans
- Plan and Profiles
- Construction Details
- Storm Drainage Plans
- Composite Utility Plans
- Construction Staging
- Traffic Control Plans
- Signing and Striping
- Construction Area Signs/Detour Plan

Task 8.1.3 – Engineer’s Estimate and Probable Construction Cost: The Consultant will provide cost estimates at the 65% PS&E design submittal. The Consultant will prepare detailed quantities in accordance with Caltrans standard specifications and pay items. The engineer’s estimate of probable construction cost (“Marginal Estimate”) for the project will be prepared using the most recent and relevant Caltrans Cost Data, Consultants cost data, as well as the County’s cost data.

Task 8.1.4 – Contract Specifications / Special Provisions: The Consultant will prepare the contract Special Provisions for the project based on Caltrans Standard Special Provisions, Caltrans Standard Specifications, and County construction contract standards.

Deliverables:

- ✓ 3 full-size sets of 65% Plans (22"x34")
- ✓ 1 half-size set of 65% Plans (11"x17")
- ✓ 3 sets of annotated Special Provisions
- ✓ 3 sets of the Cost Estimate

- ✓ 1 set of draft (unchecked) Bridge Design Calculations

Task 8.2 – 90% PS&E

Task 8.2.1 – Bridge Independent Check: The 65% PS&E will be sufficiently completed by the Consultant so that an independent bridge design check can be completed. An independent engineer, who was not involved in the design will re-analyze the bridge, verify member capacities and review the special provisions for the bridge. The checker will provide a list of comments and a set of “red-marked” plans that communicate issues uncovered during the preparation of the independent check. Issues raised by the checker will be discussed with and resolved by the designer and checker. The final design will reflect agreement between the two engineers.

Task 8.2.2 – Response to Comments: The Consultant will provide written responses to the Independent Check comments, described in Task 8.2.1, and the County comments to the 65% PS&E.

Task 8.2.3 – Update Bridge and Roadway PS&E: The Consultant will update the PS&E based on the comment resolution process described in Tasks 8.2.1 and 8.2.2. for final submittal to the County. We will submit the updated PS&E, which will represent the final contract documents that will be issued for bid and construction.

Deliverables:

- ✓ 3 full-size sets of 90% Plans (22"x34")
- ✓ 2 half-size sets of 90% Plans (11"x17")
- ✓ 3 sets of annotated Special Provisions
- ✓ 3 sets of the Cost Estimate
- ✓ 1 set of checked Bridge Design Calculations
- ✓ 3 sets of the Foundation Report with Log of Test Borings
- ✓ 3 sets of the Hydraulic Design Report

Task 8.3 – 100% PS&E: Following the reviews by the County, agreed-upon revisions to the 90% PS&E, and the specifications, plans and other bid documents will be submitted to the County for final approval.

Deliverables:

- ✓ 3 full-size sets of 100% Plans (22"x34")
- ✓ 3 sets of 100% Bidding Documents
- ✓ 3 sets of the Cost Estimate
- ✓ 3 sets of updated Bridge Design Calculations

Task 8.4 – Deliver Final PS&E: After receipt of final approval, an original set of stamped and signed plans and an engineer's estimate will be submitted to the County for its use in soliciting construction bids. The Consultant will provide the quantity calculations to the County for use in administering the contract.

Deliverables:

- ✓ 1 set of mylar Final Plans
- ✓ Final Plans on compact disk in AutoCAD 2012 format. CAD files to be prepared using COUNTY CAD standards
- ✓ Bidding Documents on compact disk in MS Word format
- ✓ Engineer's Estimate on compact disk in MS Excel format
- ✓ 3 full-size sets of Final Plans (22"x34")
- ✓ 2 sets of independently checked Bridge Design Calculations
- ✓ 2 sets of independently checked Quantity Calculations

Task 9.0 – Assistance During Bidding

The County will advertise the project for bidding and distribute the plans to prospective bidders. The County's project manager will be the designated person to receive contractor inquiries. We will assist the County as requested during bidding, which may include answering questions, providing consultation and interpretation of the construction documents, and helping the County in preparation of addenda to the PS&E during the advertisement period. If requested, we will attend preconstruction meetings or bid opening and provide analysis of bids.

Task 10.0 – Design Support During Construction: We will assist the County during construction and provide construction support services. The scope of work for construction support services will be determined during the final design phase and prior to construction.

Assumptions

1. The administrative and project management tasks of all 3 bridge projects will be conducted collectively as one project but project specific tasks will be performed individually as required for each of the bridge projects.
2. Task 4.6 – Preliminary Foundation Memorandum (Type Selection) will be based on review of available as-built foundation data, record documents, published geologic data, aerial photographs, and site review and performed prior to Task 4.2 – Field Exploration. The Log of Test Borings drawing will be completed as part of Task 4.7 and will not be needed to be developed with Task 4.6.
3. This project will incorporate the 6th edition of the AASHTO LRFD Bridge Design Specifications as Caltrans requires all projects that anticipate having a Ready-to-List (RTL) date after December 31, 2015 to conform to this version of the design code. Although the bridge projects may be Ready-to-List prior to December 31, 2015, using this version of the code will ensure that the project will not need to be redesigned if the projects' RTL date is after December 31, 2015.
4. No record of survey will be required. Appraisal Services and Acquisition Services, if required, will be performed by the County and support by the team per Task 2.6.
5. The fee for County encroachment permits to the engineering team, including those to provide the surveying and geotechnical investigation, will be waived. No encroachment permit will be needed from third parties. The County will provide right of entry to drilling locations and supplemental surveying.
6. Conclusions and opinions expressed in the proposed ISA reports would not be a legal opinion regarding compliance with regulatory requirements. The findings will be relevant to the dates of our site visits and should not be relied upon to represent conditions at later dates.
7. No Conditional Letter of Map Revision (CLOMR) will be required for Bear Creek Road Bridge at Rancheria Creek. If a Conditional Letter of Map Revision (CLOMR) is required, a separate task order will be necessary.
8. Drafting will be done in AutoCAD version 2012. Any electronic submittal of construction drawings, if required, will be in AutoCAD format.

EXHIBIT B

TULARE COUNTY RESOURCE MANAGEMENT AGENCY

Bear Creek Road over Rancheria Creek Bridge Project

COST PROPOSAL

BIGGS CARDOSA AGREEMENT
EXHIBIT C

INSURANCE REQUIREMENTS

CONTRACTOR 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 CONTRACTOR, 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 for design and build, with limit no less than \$2,000,000 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. CONTRACTOR 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 Contractor; or automobiles owned, leased, hired or borrowed by the CONTRACTOR.*
 - b. *For any claims related to this project, the CONTRACTOR'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 CONTRACTOR'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 CONTRACTOR, its employees, agents and subcontractors.

- 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 contractor, its employees, agents and subcontractors. CONTRACTOR waives all rights against the County and its officers, agents, official, 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 CONTRACTOR 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.

LAPM EXHIBIT 10-F

CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES

I HEREBY CERTIFY that I am the PRESIDENT, and duly authorized representative of the firm of Biggs Cardosa Associates, Inc., whose address is 5250 N. Palm Ave., Ste. 211, Fresno, CA 93704, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this contract.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this contract involving participation of federal-aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

10/10/14
(Date)


(Signature)

Distribution: 1) Local Agency Project File (Original & Contract)
2) DLAE (with contract copy)

Exhibit 10-H Sample Cost Proposal (Subconsultant)
Fixed Fee contracts
(Bear Creek Road over Rancheria Creek)

Consultant Biggs Cardosa Associates, Inc. Contract No. _____ Date 30-Jul-14

DIRECT LABOR

| Classification/Title | Name | Hours | Actual Hourly Rate | Total |
|----------------------|---------------------|-------|--------------------|--------------|
| Principal III | Stephen Biggs | | \$96.92 | \$ - |
| Principal II | Michael Thomas | 66 | \$83.66 | \$ 5,521.56 |
| Principal I | | 0 | \$72.69 | \$ - |
| Associate | Ron Oen | 256 | \$60.29 | \$ 15,434.24 |
| Engineering Manager | Richard Sanguinetti | 68 | \$49.04 | \$ 3,334.72 |
| Senior Engineer | John Alciati | 236 | \$46.73 | \$ 11,028.28 |
| Project Engineer | Shaun Sumpter | | \$36.35 | \$ - |
| Staff Engineer | | 230 | \$33.26 | \$ 7,649.80 |
| Assistant Engineer | | | \$29.83 | \$ - |
| Junior Engineer | | | \$28.50 | \$ - |
| Sr. Computer Drafter | | 250 | \$35.93 | \$ 8,982.50 |
| Secretarial | | 28 | \$23.37 | \$ 654.36 |
| Structure Rep. | | | \$41.83 | \$ - |

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 52,605.46
 b) Anticipated Salary Increases \$ 2,630.27 (Assumes 5% over life)
c) Total Direct Labor Costs [(a) + (b)] \$ 55,235.73

FRINGE BENEFITS

d) Fringe Benefits Rate: 0.00% incl. in overhead **e) Total Fringe Benefits [(c) x (d)] \$ -**

INDIRECT COSTS

f) Overhead Rate: 188.86% **g) Overhead [(c) x (f)] \$104,318.21**
 h) General and Administrative (incl. in overhead) Rate: 0.00% **i) Gen & Admin [(c) x (h)] \$0.00**
j) Total Indirect Costs [(g) + (i)] \$104,318.21

FIXED FEE (Profit)

n) Rate: 10.00% **k) TOTAL PROFIT [(c) + (e) + (j)] x (n) \$ 15,955.39**

OTHER DIRECT COSTS (ODC)

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. \$ 2,000.00
 o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant) \$ 150,170.54
p) Total Other Direct Costs [(l) + (m) + (n) + (o)] \$ 152,170.54

TOTAL COST [(c) + (e) + (j) + (k) + (p)] \$ 327,679.87

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.

OTHER DIRECT COSTS (ODC) ITEMIZATION

| | |
|--|--------------------|
| Travel/Mileage Costs | Cost |
| | \$ - |
| | \$ - |
| | \$ - |
| | \$ - |
| Total | \$ - |
| Equipment Rental and Supplies | |
| | \$ - |
| | \$ - |
| | \$ - |
| | \$ - |
| Total | \$ - |
| Permit Fees, Plan Sheets, Test Holes, Etc. | |
| Plots | \$ 830.00 |
| Shipping and Mailing | \$ 670.00 |
| Printing and Reproduction | \$ 500.00 |
| | \$ - |
| Total | \$ 2,000.00 |

Exhibit 10-H Sample Cost Proposal (Subconsultant)
Fixed Fee contracts
(Bear Creek Road over Rancheria Creek)

Consultant BKF Engineers Contract No. _____ Date 30-Jul-14

DIRECT LABOR

| Classification/Title | Name | Hours | Actual Hourly Rate | Total |
|----------------------|------------------|-------|--------------------|-------------|
| Vice President | Chris Rideout | 36 | \$60.00 | \$ 2,160.00 |
| Associate | Jeff Wang | 29 | \$56.00 | \$ 1,624.00 |
| Engineer III | Emad Ehsani | 102 | \$43.00 | \$ 4,386.00 |
| Engineer I | Lili Peng | 262 | \$30.00 | \$ 7,860.00 |
| Survey Manager | Davis Thresh | 10 | \$65.00 | \$ 650.00 |
| Surveyor II | Steve Morello | 72 | \$40.50 | \$ 2,916.00 |
| Enginieer II | Carlos Valadao | 65 | \$36.00 | \$ 2,340.00 |
| Survey Party Chief | Nathaniel Parker | 48 | \$45.06 | \$ 2,162.88 |
| Survey Chainmain | Brian Ehlers | 48 | \$43.01 | \$ 2,064.48 |
| Engineer III | Sheila Amparo | 0 | \$48.00 | \$ - |
| Surveyor III | Walter Stemberga | 0 | \$44.00 | \$ - |
| Engineer I | Aaron Philips | 0 | \$29.00 | \$ - |
| | | | \$0.00 | \$ - |

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 26,163.36
 b) Anticipated Salary Increases \$ 1,308.17 (Assumes 5% over life)
c) Total Direct Labor Costs [(a) + (b)] \$ 27,471.53

FRINGE BENEFITS

d) Fringe Benefits Rate: 0.00% incl. in overhead **e) Total Fringe Benefits [(c) x (d)] \$ -**

INDIRECT COSTS

f) Overhead Rate: 176.80% **g) Overhead [(c) x (f)] \$48,569.66**
 h) General and Administrative Rate: 0.00% **i) Gen & Admin [(c) x (h)] \$0.00**
 (incl. in overhead)
j) Total Indirect Costs [(g) + (i)] \$48,569.66

FIXED FEE (Profit)

n) Rate: 10.00% **k) TOTAL PROFIT [(c) + (e) + (j)] x (n) \$ 7,604.12**

OTHER DIRECT COSTS (ODC)

l) Travel/Mileage Costs (supported by consultant actual costs) \$ 700.00
 m) Equipment Rental and Supplies (itemize) \$ -
 n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc. \$ 4,300.00
 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)] \$ 5,000.00

TOTAL COST [(c) + (e) + (j) + (k) + (p)] \$ 88,645.31

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.

OTHER DIRECT COSTS (ODC) ITEMIZATION

| | Cost |
|--|--------------------|
| Travel/Mileage Costs | |
| Mileage | \$ 700.00 |
| | \$ - |
| | \$ - |
| | \$ - |
| Total | \$ 700.00 |
| Equipment Rental and Supplies | |
| | \$ - |
| | \$ - |
| | \$ - |
| | \$ - |
| Total | \$ - |
| Permit Fees, Plan Sheets, Test Holes, Etc. | |
| Aerial Mapping | \$ 3,300.00 |
| Shipping and Mailing | \$ 500.00 |
| Printing and Reproduction | \$ 500.00 |
| | \$ - |
| Total | \$ 4,300.00 |

Exhibit 10-H Sample Cost Proposal (Subconsultant)
Fixed Fee contracts
(Bear Creek Road over Rancheria Creek)

Consultant Taber Consultants Contract No. Date 30-Jul-14

DIRECT LABOR

| Classification/Title | Name | Hours | Actual Hourly Rate | Total |
|----------------------|----------------|-------|--------------------|-------------|
| Principal | E Nichols | 8 | \$52.59 | \$ 420.72 |
| Project Manager | R Loutzenhiser | 60 | \$40.07 | \$ 2,404.20 |
| Project Geologist | E Pyatt | 12 | \$35.06 | \$ 420.72 |
| Staff Geologist | A Khan | 65 | \$28.80 | \$ 1,872.00 |
| Lab Technician | R Downes | 22 | \$27.55 | \$ 606.10 |
| CAD Technician | X Vang | 20 | \$27.55 | \$ 551.00 |
| Admin. Assistant | R Florez | 10 | \$18.78 | \$ 187.80 |
| | | | \$0.00 | \$ - |
| | | | \$0.00 | \$ - |
| | | | \$0.00 | \$ - |
| | | | \$0.00 | \$ - |
| | | | \$0.00 | \$ - |
| | | | \$0.00 | \$ - |

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 6,462.54
 b) Anticipated Salary Increases \$ - (Assumes 0% over life)
 c) **Total Direct Labor Costs [(a) + (b)]** \$ 6,462.54

FRINGE BENEFITS

d) Fringe Benefits Rate: 26.00% incl. in overhead e) **Total Fringe Benefits [(c) x (d)]** \$ 1,680.26

INDIRECT COSTS

f) Overhead Rate: 90.00% g) Overhead [(c) x (f)] \$ 5,816.29
 h) General and Administrative Rate: 147.00% i) Gen & Admin [(c) x (h)] \$ 9,499.93
 (incl. in overhead)
 j) **Total Indirect Costs [(g) + (i)]** \$15,316.22

FIXED FEE (Profit)

n) Rate: 10.00% k) **TOTAL PROFIT [(c) + (e) + (j)] x (n)** \$ 2,345.90

OTHER DIRECT COSTS (ODC)

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. \$ 13,905.00
 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)]** \$ 13,905.00

TOTAL COST [(c) + (e) + (j) + (k) + (p)] \$ 39,709.92

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.

OTHER DIRECT COSTS (ODC) ITEMIZATION

| | Cost |
|---|---------------------|
| Travel/Mileage Costs | |
| Mileage | \$ - |
| | \$ - |
| | \$ - |
| Total | \$ - |
| Equipment Rental and Supplies | |
| | \$ - |
| | \$ - |
| | \$ - |
| | \$ - |
| Total | \$ - |
| Permit Fees, Plan Sheets, Test Holes, Etc. | |
| Soil Corrosivity Testing | \$ 483.00 |
| County Environmental Health Permit | \$ 133.00 |
| Drill Rig & Crew | \$ 10,414.00 |
| Per Diem, Field Engineer/Geologist | \$ 450.00 |
| Environmental Data Report | \$ 275.00 |
| Analytical Testing (8 Total Lead, 4 diWET Lead Tests) | \$ 800.00 |
| N.A.L. Certified Asbestos Consultant | \$ 1,350.00 |
| Total | \$ 13,905.00 |

Exhibit 10-H Sample Cost Proposal (Subconsultant)
Fixed Fee contracts
(Bear Creek Road over Rancheria Creek)

Consultant Avila and Associates Contract No. _____ Date 30-Jul-14

DIRECT LABOR

| Classification/Title | Name | Hours | Actual Hourly Rate | Total |
|----------------------|----------------|-------|--------------------|-------------|
| Principal | Kathy Avila | 86 | \$75.00 | \$ 6,450.00 |
| Associate Engineer | Todd Remington | 40 | \$55.00 | \$ 2,200.00 |
| Technical Editor | K. Bode | 12 | \$52.50 | \$ 630.00 |
| | | | \$0.00 | \$ - |
| | | | \$0.00 | \$ - |
| | | | \$0.00 | \$ - |
| | | | \$0.00 | \$ - |
| | | | \$0.00 | \$ - |
| | | | \$0.00 | \$ - |
| | | | \$0.00 | \$ - |
| | | | \$0.00 | \$ - |
| | | | \$0.00 | \$ - |
| | | | \$0.00 | \$ - |
| | | | \$0.00 | \$ - |
| | | | \$0.00 | \$ - |

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 9,280.00
 b) Anticipated Salary Increases \$ 464.00 (Assumes 5% over life)
 c) **Total Direct Labor Costs [(a) + (b)]** \$ 9,744.00

FRINGE BENEFITS

d) Fringe Benefits Rate: 0.00% incl. in overhead e) **Total Fringe Benefits [(c) x (d)]** \$ -

INDIRECT COSTS

f) Overhead Rate: 98.40% g) Overhead [(c) x (f)] \$9,588.10
 h) General and Administrative Rate: 0.00% i) Gen & Admin [(c) x (h)] \$0.00
 (incl. in overhead)
 j) **Total Indirect Costs [(g) + (i)]** \$9,588.10

FIXED FEE (Profit)

n) Rate: 10.00% k) **TOTAL PROFIT [(c) + (e) + (j)] x (n)** \$ 1,933.21

OTHER DIRECT COSTS (ODC)

l) Travel/Mileage Costs (supported by consultant actual costs) \$ 300.00
 m) Equipment Rental and Supplies (itemize) \$ -
 n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc. \$ 250.00
 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)]** \$ 550.00

TOTAL COST [(c) + (e) + (j) + (k) + (p)] \$ 21,815.31

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.

OTHER DIRECT COSTS (ODC) ITEMIZATION

| | Cost |
|--|------------------|
| Travel/Mileage Costs | |
| Mileage | \$ 300.00 |
| | \$ - |
| | \$ - |
| | \$ - |
| Total | \$ 300.00 |
| Equipment Rental and Supplies | |
| | \$ - |
| | \$ - |
| | \$ - |
| | \$ - |
| Total | \$ - |
| Permit Fees, Plan Sheets, Test Holes, Etc. | |
| Aerial Mapping | \$ - |
| Shipping and Mailing | \$ 100.00 |
| Printing and Reproduction | \$ 150.00 |
| | \$ - |
| Total | \$ 250.00 |

LAPM EXHIBIT 10-I
NOTICE TO PROPOSERS DBE INFORMATION

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

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

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.

[Handwritten Signature]

10/10/14

LAPM EXHIBIT 10-J

STANDARD CONTRACT PROVISIONS FOR SUBCONSULTANT/DBE PARTICIPATION

1. Subconsultants

- A. Nothing contained in this Contract or otherwise, shall create any contractual relation between the Agency and any subconsultants, and no subcontract shall relieve the Consultant of his/her responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the Agency for the acts and omissions of its subconsultants 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 the Consultant. The Consultant's obligation to pay its subconsultants is an independent obligation from the Agency's obligation to make payments to the Consultant.
- B. 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.
- C. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to the Consultant by the Agency.
- D. Any substitution of subconsultants must be approved in writing by the Agency's Contract Administrator in advance of assigning work to a substitute subconsultant.

2. Disadvantaged Business Enterprise (DBE) Participation

- A. This Contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. If the contract has a DBE goal, the Consultant must meet the goal by committing DBE participation or document a good faith effort to meet the goal. If a DBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met. A DBE is a firm meeting the definition of a DBE as specified in 49 CFR.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the local agency deems appropriate.
- D. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- E. A DBE may be terminated only with prior written approval from the local agency and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting local agency consent for the termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

3. Performance of DBE Consultant and other DBE Subconsultants/Suppliers

- A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Contract is commensurate with the work it is actually performing; and other relevant factors.
- B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- C. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Contract with its own work force, or the DBE subcontracts a greater portion of the work of the Contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

4. Prompt Payment of Funds Withheld to Subconsultants

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- B. No retainage will be withheld by the 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.

5. DBE Records

- A. The Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- B. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants," CEM-2402F (Exhibit 17-F, Chapter 17, of the LAPM), certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in 25 percent of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.

6. DBE Certification and Decertification Status

If a DBE subconsultant is decertified during the life of the Contract, the decertified subconsultant shall notify the Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify the Consultant in writing with the date of certification. Any changes should be reported to the Agency's Contract Administrator within 30 days.

A handwritten signature in cursive script, appearing to read "Lt. A. M. King", is written over a horizontal line.

10/10/14

**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: Biggs Cardosa Associates, Inc

Indirect Cost Rate: 188.86% Date of Proposal Preparation (mm/dd/yyyy): 07/30/2014

Fiscal Period Covered for Indirect Cost Rate Developed (mm/dd/yyyy to mm/dd/yyyy): 07/01/2012 – 06/30/2013

Contract Number: 26843 Project Number: B210 5946 (117)

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 \$ 35,000,000 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:

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).

Consultant Certification of Contract Costs and Financial Management System

- 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)

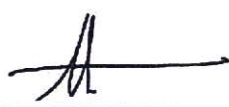
Proposed Contract Amount (or amount not to exceed if on-call contract): \$ _____

Prime Consultants (if applicable)

Proposed **Total** Contract Amount (or amount not to exceed if on-call contract): ~~\$ 968,764~~ 328,000

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

| | | |
|-----------------------------|-----------------------------|------------------|
| <u>BKF Engineers</u> | <u>\$256,528</u> | <u>\$ 82,645</u> |
| <u>Avila and Associates</u> | <u>\$76,399</u> | <u>\$ 21,815</u> |
| <u>Taber Consultants</u> | <u>\$113,462</u> | <u>\$ 39,710</u> |
| _____ | \$ _____ | |
| _____ | \$ _____ | |

* Consultant Certification Signature:  _____

Consultant Certifying (Print Name and Title):
Name: Michael A. Thomas, SE
Title: Principal II

Consultant Contact Information:
Email: mthomas@biggscardosa.com
Phone number: (408) 296-5515 x 4501

Date of Certification (mm/dd/yyyy): 07/30/2014

*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: BPF Engineers

Indirect Cost Rate: 1.768% Date of Proposal Preparation (mm/dd/yyyy): 1/30/2014

Fiscal Period Covered for Indirect Cost Rate Developed (mm/dd/yyyy to mm/dd/yyyy): 01/01/2012 - 12/31/2012

Contract Number: 26843 Project Number: BPO 5946(117)

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 \$ 10 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:

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): \$ ~~255,707~~ \$ 88,645

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 Certification Signature: *J. Schmid*

Consultant Certifying (Print Name and Title):

Name: Linda Schmid

Title: CFO

Consultant Contact Information:

Email: Lschmid@bkf.com

Phone number: 650-482-6300

Date of Certification (mm/dd/yyyy): 07/28/2014

*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: Taber ConsultantsIndirect Cost Rate: 263.00%Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 04/01/2012 – 03/31/2013Date of Proposal Preparation (mm/dd/yyyy): 07/28/2014

Contract Number: 26843 Project Number: B2L0 5946(117)
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 \$ 1,800,000 and the number of States in which the firm does business is one (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:

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): ~~\$133,462~~ \$39,710

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 Certification Signature: W. Eric Nichols

Consultant Certifying (Print Name and Title):

Name: W. Eric Nichols

Title: Vice President

Consultant Contact Information:

Email: enichols@taberconsultants.com

Phone number: 916-371-1690

Date of Certification (mm/dd/yyyy): 07/28/2014

*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**

Certification of Final Indirect Costs:Consultant Firm Name: Avila and Associates Consulting Engineers, IncIndirect Cost Rate: 98.4%Fiscal Period Covered for Indirect Cost Rate Developed (mm/dd/yyyy to mm/dd/yyyy): 1/1/2012-12/31/2012Date of Proposal Preparation (mm/dd/yyyy): 7/30/2014Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 1/1/2013-12/31/2013Contract Number: 26843Project Number: BRLO 5946(117)

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 annually 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:

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.

Consultant Certification of Costs and Financial Management System

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): \$ ~~376,399~~ \$ 21,815

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 Certification Signature: Catherine M.C. Avila

Consultant Certifying (Print Name and Title):

Name: Catherine M.C. Avila

Title: President

Consultant Contact Information:

Email: cavila@avilaassociates.com

Phone number: 925-673-0549

Date of Certification (mm/dd/yyyy): July 30, 2014

*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

LAPM EXHIBIT 10-L

LOCAL AGENCY CERTIFICATION OF COST ANALYSIS

(48 CFR, CHAPTER 1, PART 15.404)

I, the undersigned, certify that I have performed a cost analysis in connection with this contract and will perform a cost analysis for any future contract modification for the fiscal period as specified below.

*Local Agency Certification Signature:

Benjamin Ruiz Jr.

Local Agency Certifying Name and Title (Print):

Name:

Benjamin Ruiz Jr.

Title:

Engineer IV

Local Agency Contact Information

Email:

bruiz@co.fulare.ca.us

Phone number:

(559) 624-7134

Consultant(s) Firm Name:

Biggs Cardoso Associates

Date of Cost Analysis (mm/dd/yyyy):

8/29/2014

Fiscal Period Covered:

12/13

Contract/Federal Project Number:

B2L0 5946 (117)

Date of Certification (mm/dd/yyyy):

8/29/2014

*The Chief Financial Officer, Procurement Officer, Contract Administrator, or equivalent, who has authority to evaluate the quality and reasonableness of the consultant contract products or services and is able to certify on the local agency's behalf that an adequate cost analysis was conducted in conjunction with the contract.

Distribution: Retained in Local Agency Project files

LAPM EXHIBIT 10-O2

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>BEAR CREEK ROAD BRIDGE OVER RANCHERIA CREEK</u> | | | |
| 3. Project Description: <u>BRIDGE REPLACEMENT</u> | | | |
| 4. Total Contract Award Amount: \$ <u>327,679.87</u> | | | |
| 5. Consultant Name: <u>BIGGS CARDOSA ASSOCIATES</u> | | | |
| 6. Contract DBE Goal %: <u>0</u> | | | |
| 7. Total Dollar Amount for <u>all</u> Subconsultants: \$ <u>150,170.54</u> | | | |
| 8. Total Number of <u>all</u> Subconsultants: <u>3</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 |
| <u>Hydraulic Engineering</u> | <u>Arila & Associates</u> <u>925-673-0549</u> <u>carila@arilaassociates.com</u> | <u>072811</u> | <u>\$ 21,815</u> |
| | | | |
| | | | |
| | | | |
| Local Agency to Complete this Section | | 13. Total Dollars Claimed <u>\$ 21,815</u> | 14. Total % Claimed <u>6.7</u> % |
| 20. Local Agency Contract Number: <u>26843</u> | | | |
| 21. Federal-aid Project Number: <u>BRW 5946(117)</u> | | | |
| 22. Contract Execution Date: <u>October 28, 2014</u> | | | |
| Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate: | | | |
| <u>Benjamin Ruiz Jr.</u> | | | |
| 23. Local Agency Representative Name (Print) | | | |
| <u>[Signature]</u> | | | |
| 24. Local Agency Representative Signature | | | |
| <u>Engineer IV</u> | | | |
| 26. Local Agency Representative Title | | | |
| | | 25. Date <u>10/28/14</u> | |
| | | 27. (Area Code) Tel. No. <u>(559) 624-7134</u> | |
| 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 | |
| | | | |
| Date | | 30. | |
| | | | |
| | | 15. Preparer's Signature <u>[Signature]</u> | |
| | | 16. Preparer's Name (Print) <u>STEVEN A BIGGS</u> | |
| | | 17. Preparer's Title <u>PRESIDENT</u> | |
| | | 18. Date <u>10/10/14</u> | |
| | | 19. (Area Code) Tel. No. <u>(408) 296-5515</u> | |

LAPM EXHIBIT 10-P


NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

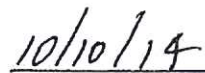
The prospective participant certifies by signing and submitting this proposal/bid to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," 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, U.S. 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 prospective participant also agrees by submitting his/her proposal/bid that he/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.





LAPM EXHIBIT 10-V

NON-DISCRIMINATION CLAUSE

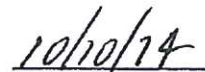
NON-DISCRIMINATION CLAUSE

During the performance of this Contract, Consultant and its subconsultant shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.



A handwritten signature in cursive script, appearing to read "A. J. Mijj", is written over a horizontal line.



A handwritten date "10/20/24" is written in cursive script over a horizontal line.