



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: November 6, 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: Agreement with Drake Haglan and Associates for the Avenue 108 over Lakeland Canal Bridge Project

REQUEST(S):

That the Board of Supervisors:

1. Approve an Agreement with Drake Haglan and Associates for an amount not to exceed \$433,080, to provide Professional Engineering Consulting Services for the Avenue 108 over Lakeland Canal Bridge Project for the period of November 6, 2018 to June 30, 2024; and
2. Authorize the Chairman of the Board of Supervisors to sign the Agreement with Drake Haglan and Associates.

SUMMARY:

The Avenue 108 bridge over Lakeland Canal is located approximately one-half (1/2) mile east of State Route 43 and approximately three-quarters (3/4) mile southeast of Angiola. The existing structure was built in 1974 and when the project was originally programmed, the bridge was flagged as Functionally Obsolete (bridge is too narrow relative to the approach roadway width) with a sufficiency rating of 59.8, therefore qualifying to receive funding for rehabilitation or replacement. It is anticipated the proposed bridge will consist of an approximately 80-foot long by 26-foot wide, single or multi-span precast concrete or steel girder bridge (structure type to be determined during preliminary engineering). A consultant team, managed by Drake Haglan and Associates, will lead the engineering effort upon approval of this agreement.

The County, serving as the lead agency, will work with Caltrans Local Assistance

SUBJECT: Agreement with Drake Haglan and Associates for the Avenue 108 over Lakeland Canal Bridge Project
DATE: November 6, 2018

Engineers to determine whether the existing one-lane structure shall be rehabilitated and widened or replaced with a new bridge meeting current American Association of State Highway and Transportation Officials (AASHTO) width and loading criteria. The project will be fully reimbursed (no local match required) by the Federal Highway Administration (FHWA) through the Highway Bridge Program (HBP) with the use of "toll credits."

The Resource Management Agency (RMA) issued a Request for Proposal (RFP) for qualified firms to provide engineering consulting services for three new bridge projects, including the Avenue 108 over Lakeland Canal Bridge. On May 1, 2018, Tulare County RMA received six proposals from interested engineering firms including:

- NCM Engineering Corporation
- TRC
- Cornerstone Structural Engineering Group
- Kleinfelder
- Drake Haglan and Associates
- Michael Baker International

Since the project is federally funded by FHWA and must meet all federal requirements, the proposals were reviewed based on criteria recommended per the Caltrans' Local Assistance Procedures Manual (LAPM) as follows:

1. Experience with similar projects
2. Understanding of the work to be performed and project approach
3. Quality of staff and demonstrated technical ability
4. Capability of developing innovative solutions
5. Financial responsibility and availability
6. Overall impression and responsiveness

To comply with federal requirements (for federally funded projects) and with state law, consultant selection was based solely on qualifications and the criteria described above. Cost and office location of the consultants could not be considered.

The proposals were independently reviewed by a 5-member panel of staff from the RMA and Kings County. After review of the proposals, the top three firms, consisting of Cornerstone Structural Engineering Group, Drake Haglan and Associates, and Kleinfelder, were shortlisted and interviewed by the same panel. The interviews were scored based on slightly different criteria consisting of the following: 1) Understanding of the work to be performed, 2) Experience with similar kinds of work, 3) Innovative solutions, and 4) Answers to panel questions.

After interviewing all shortlisted consultants, Drake Haglan and Associates was selected as the top ranked consultant. The selected project team consists of the following firms:

SUBJECT: Agreement with Drake Haglan and Associates for the Avenue 108 over Lakeland Canal Bridge Project

DATE: November 6, 2018

- Drake Haglan and Associates – Prime Consultant for Bridge Design (Fresno)
- ESP Surveying, Inc. – Surveying, Mapping and Landscape (Fresno)
- BSK Associates – Geotechnical and Initial Site Assessment (Fresno)
- Avila & Associates – Hydrology and Hydraulics (Concord)

Upon completing negotiations with prime consultant, Drake Haglan and Associates, a not to exceed amount of \$433,080 was established as fair compensation for the scope of services required for this project.

Advertisement of the RFP for engineering services did not include civil engineering (roadway) design. County staff will perform all roadway work “in-house” to minimize project expenditures, ensure the roadway design conforms with County standards and preferences, and expedite the design phase of the project.

It is anticipated that the design of this project will take approximately 3 years to complete, including bridge and roadway design, environmental analysis and right-of-way clearance. Following this timeline, construction is anticipated to start in the Fall of 2022 and depending on the alternative selected, the project may take between 6 to 12 months to complete. This agreement does not include scope for construction support services therefore an amendment to this agreement will be required once the design is complete.

FISCAL IMPACT/FINANCING:

No Net County Cost to the General Fund.

A summary of the total estimated project cost for the Avenue 108 Lakeland Canal Bridge Project is as follows:

| No. | Phase | Cost |
|--------------|-------------------------|--------------------|
| 1 | Preliminary Engineering | \$ 500,000 |
| 2 | Right of Way | \$ 20,000 |
| 3 | Construction | \$2,400,000 |
| Total | | \$2,920,000 |

The Highway Bridge Program will fund this project at a 100% reimbursement ratio with the use of “toll credits” (no local match required).

County Road Funds will be used to fund this agreement, but will be fully reimbursed by Federal Highway Bridge Program funds in an amount up to \$433,080.

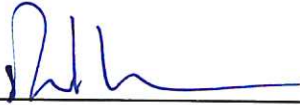
LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

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.

SUBJECT: Agreement with Drake Haglan and Associates for the Avenue 108 over
Lakeland Canal Bridge Project

DATE: November 6, 2018

ADMINISTRATIVE SIGN-OFF:

A handwritten signature in blue ink, appearing to read 'Reed Schenke', is written over a horizontal line.

Reed Schenke, P.E.
Director

cc: County Administrative Office

Attachment(s): Attachment A – Vicinity Map
Attachment B – Agreement for Professional Engineering Services

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

| | | |
|--|-----------------------|---|
| IN THE MATTER OF AGREEMENT WITH DRAKE HAGLAN AND ASSOCIATES FOR THE AVENUE 108 OVER LAKELAND CANAL BRIDGE PROJECT |))))) | Resolution No. _____ Agreement No. _____ |
|--|-----------------------|---|

UPON MOTION OF SUPERVISOR _____, SECONDED BY
SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD NOVEMBER 6, 2018,
BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: JASON T. BRITT
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

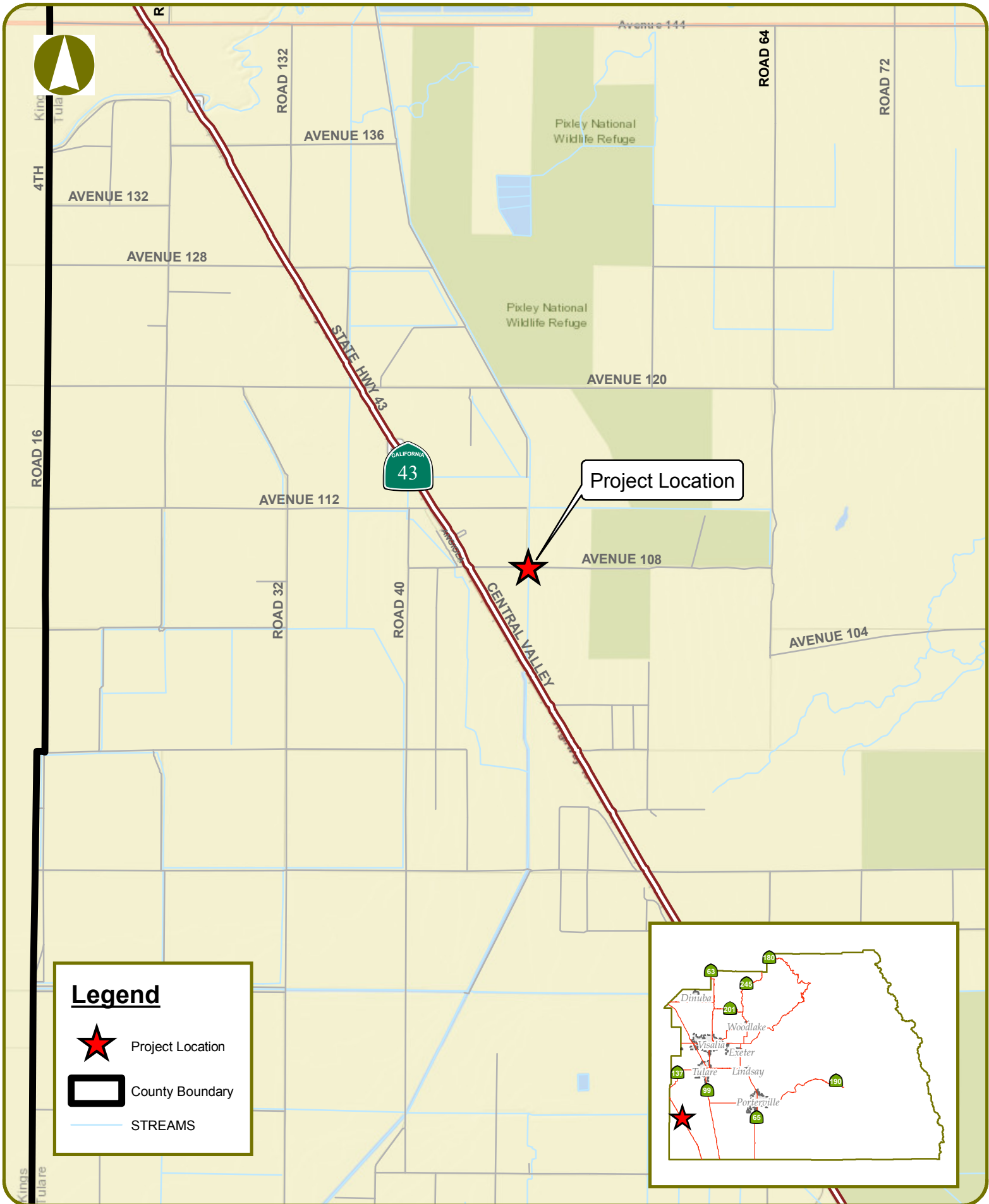
BY: _____
Deputy Clerk

* * * * *

1. Approved an Agreement with Drake Haglan and Associates for an amount not to exceed \$433,080, to provide Professional Engineering Consulting Services for the Avenue 108 over Lakeland Canal Bridge Project for the period of November 6, 2018 to June 30, 2024; and
2. Authorized the Chairman of the Board of Supervisors to sign the Agreement with Drake Haglan and Associates.

Attachment A

Vicinity Map



Attachment A - Vicinity Map
Avenue 108 Lakeland Canal Bridge Project

Attachment B

Consultant Agreement

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

THIS AGREEMENT ("Agreement") is entered into as of **November 6, 2018**, between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and **DRAKE HAGLAN AND ASSOCIATES**, referred to as "CONSULTANT", incorporated within the State of California. COUNTY and CONSULTANT are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

A. WHEREAS, COUNTY has requested professional engineering services for a bridge replacement/rehabilitation project on **Avenue 108 Lakeland Canal**. These consulting services are to include project management, preliminary engineering, plan, specifications, and estimate (PS&E), bidding, and other compliance tasks as described per Exhibit A, to the satisfaction of the COUNTY, State, Federal Highway Administration (FHWA) and other jurisdictional agencies. CONSULTANT shall document the results of the work to the satisfaction of the COUNTY, the State and FHWA. This may include preparation of progress and final reports or similar evidence of attainment of the agreement objectives and;

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

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 approval of this Agreement by the COUNTY. This agreement becomes effective as of **November 6, 2018** and expires at 11:59 PM on **December 31, 2024**, unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement. Mutually acceptable changes in the scope, character, or complexity of the work, if such changes become desirable or necessary as the work progresses, will be accommodated by a supplemental agreement. An appropriate extension of time may be

made in the form of a supplemental agreement in case of unavoidable delays. Corresponding warranted adjustments in payment will be made based upon the incorporated rate schedule. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.

3. COMPENSATION.

- a. The COUNTY shall reimburse the CONSULTANT for hours worked at the hourly rates specified in the CONSULTANT's Cost Proposal, as described in **Exhibit B**. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Agreement.
- b. In addition, the CONSULTANT will be reimbursed for incurred direct costs other than salary costs that are identified in the Scope of Work, **Exhibit A**, and the Cost Proposal, **Exhibit B**.
- c. No additional compensation will be paid to the CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of the work or the scope of the project, adjustment to the fee will be negotiated between the CONSULTANT and COUNTY. Adjustment in the fee will not be effective until authorized by supplemental agreement and approved by the COUNTY.
- d. The CONSULTANT shall not commence performance of work or services until this Agreement has been approved by COUNTY, and a notification to proceed has been issued. No payment will be made for any work performed prior to approval of this Agreement.
- e. The CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by COUNTY'S Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due COUNTY that include any equipment purchased under the provisions of Article 26 Equipment Purchase of this Agreement. The final invoice should be

submitted within 60 calendar days after completion of CONSULTANT's work. Invoices shall be mailed to COUNTY'S Contract Administrator at the following address:

Jason K. Vivian
5961 S. Mooney Blvd.
Visalia, CA 93277

- f. The total amount payable by the COUNTY for services identified in Exhibit A and Exhibit B shall not exceed sum of **THREE HUNDRED THIRTY THOUSAND THREE HUNDRED SIXTY-NINE DOLLARS AND NO CENTS (\$330,369.00)** for primary services and **ONE HUNDRED TWO THOUSAND SEVEN HUNDRED ELEVEN DOLLARS AND NO CENTS (\$102,711.00)** for optional services.

The CONSULTANT shall not commence performance of work or services until this Agreement has been approved by COUNTY, and a notification to proceed has been issued. The CONSULTANT shall not commence performance of optional services until a notification to proceed has been issued. No payment will be made prior to approval or for any optional services performed prior to the issuance of a notice to proceed.

CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

CONSULTANT also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., are subject to repayment by CONSULTANT to the COUNTY.

The approved Indirect Cost Rate (ICR), specified in Exhibit B, shall be fixed for the term of this Agreement and no adjustment will be made unless both Parties are in mutual agreement.

Any subcontract in excess of \$25,000, entered into as a result of this Agreement, 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 calendar 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 shall provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to CONSULTANT'S employees, CONSULTANT shall comply with all laws and regulations pertaining to prevailing wage rates and hours, state and federal income tax, unemployment insurance. Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

6. RETENTION OF RECORDS/AUDIT. For the purpose of determining compliance with Public Contract Code section 10115, et seq. and Title 21, California Code of Regulations,

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

7. AUDIT REVIEW PROCEDURES. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by subsequent agreement, shall be reviewed by the COUNTY'S Auditor-Controller.

Not later than 30 calendar days after issuance of the final audit report, CONSULTANT may request a review by COUNTY'S County Administrative 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 Agreement.

CONSULTANT and subconsultant contracts, including cost proposals and 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 CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, 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 work paper review, it is CONSULTANT'S responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by COUNTY Contract Administrator 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 work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

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

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

CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by COUNTY.

All subcontracts entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.

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

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

- a. Withhold FICA (Social Security) from CONSULTANT'S payments.
- b. Make state or federal unemployment insurance contributions on CONSULTANT'S behalf.
- c. Withhold state or federal income tax from payments to CONSULTANT.

- d. Make disability insurance contributions on behalf of CONSULTANT.
- e. Obtain unemployment compensation insurance on behalf of CONSULTANT.

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

10. INSURANCE. Prior to approval of this Agreement by the COUNTY, CONSULTANT shall file with the Resource Management Agency, evidence of the insurance in accordance with **Exhibit C** attached, which outlines the minimum scope, specifications and limits of insurance required under this Agreement. Additional insured endorsements required as outlined in **Exhibit C** cannot 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 Agreement or act in any way to reduce the policy coverage and limits available from the insurer (s). If CONSULTANT fails to maintain or renew coverage, or to provide evidence of renewal, then COUNTY may consider that failure a material breach of this Agreement. COUNTY may also withhold any payment otherwise due to CONSULTANT for failure to provide evidence of renewal until CONSULTANT provides such evidence.

11. INDEMNIFICATION:

(a) To the fullest extent permitted by law, CONSULTANT must indemnify, defend (at CONSULTANT'S sole cost and expense and with legal counsel approved by COUNTY, which approval may not be unreasonably withheld), protect and hold harmless COUNTY, all subsidiaries, divisions and affiliated agencies of COUNTY, and all of their representatives, partners, designees, officers, directors, employees, consultants, agents, successors and assigns, (each, an "Indemnified Party" and collectively, the "Indemnified Parties"), from and against all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs, and all other professional expert or consultants' fees and costs and COUNTY general and administrative expenses) of every kind and nature whatsoever (individually, a "Claim"; collectively, "Claims") which may arise out of, pertain to, or relate (directly or indirectly) to the negligence, recklessness, or misconduct of CONSULTANT with respect to any work performed or services provided under this Agreement (including, without limitation, the acts, errors and/or omissions of CONSULTANT, its principals, officers, agents,

employees, vendors, suppliers, consultants, sub-consultants, contractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them). CONSULTANT'S obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an Indemnified Party, then CONSULTANT'S indemnification obligation shall be reduced in proportion to the established comparative liability.

(b) The duty to defend is a separate and distinct obligation from CONSULTANT'S duty to indemnify. CONSULTANT shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, the Indemnified Parties immediately upon tender to CONSULTANT of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. Payment to CONSULTANT by any Indemnified Party or the payment or advance of defense costs by any Indemnified Party cannot be a condition precedent to enforcing the Indemnified Party's rights to indemnification under this Agreement. An allegation or determination that persons other than CONSULTANT are responsible for the Claim does not relieve CONSULTANT from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if CONSULTANT asserts that liability is caused in whole or in part by the negligence or willful misconduct of an Indemnified Party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an Indemnified Party, then CONSULTANT may submit a claim to the COUNTY for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the Indemnified Party. CONSULTANT'S indemnification obligations under this Agreement will survive the expiration or earlier termination of this Agreement until action against the Indemnified Parties for the matter indemnified is fully and finally barred by the applicable statute of limitations or statute of repose. CONSULTANT'S liability for indemnification under this Agreement is in addition to any liability CONSULTANT may have to COUNTY for a breach by CONSULTANT of any of the provisions of this Agreement. Under no circumstances may the insurance requirements and limits set forth in this Agreement be construed to limit CONSULTANT'S indemnification obligation or other liability under this Agreement. The terms of this Agreement are contractual and the result of negotiation between the Parties.

(c) CONSULTANT must indemnify and hold COUNTY harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses, for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by COUNTY, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

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

(a) Without Cause: COUNTY may terminate this Agreement without cause by giving thirty (30) days' prior written notice to CONSULTANT of its intention to terminate under this provision, specifying the date of termination and with the reasons for termination stated in the notice. COUNTY will pay to CONSULTANT the compensation earned for work satisfactorily 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 any 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. COUNTY will not impose sanctions on CONSULTANT under these circumstances.

(b) With Cause: Either Party may terminate this Agreement immediately, by written notice to the other 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.

For any of the occurrences except item (5) above, termination may be effected upon written notice by the terminating Party specifying the date of the termination. If CONSULTANT fails to perform according to the terms and conditions of this Agreement, then COUNTY may, in addition to any other remedy it may have, issue a declaration of default after 10 calendar days written notice to CONSULTANT.

Upon a material breach, the Agreement may be terminated after the failure of the defaulting Party to remedy the breach to the satisfaction of the non-defaulting Party within 5 calendar days of written notice specifying the breach. If the breach is not remedied within that 5-day period, then the non-defaulting Party may terminate this Agreement on further written notice specifying the date of termination. If the nature of the breach is such that it cannot be cured within a 5-day period, then the defaulting Party may submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting Party consents to that proposal in writing, which consent may not be unreasonably withheld, then the defaulting Party must immediately embark on its plan to cure the default or breach. If the default or breach is not cured within the time agreed, then the non-defaulting Party may terminate this Agreement upon written notice specifying the date of termination.

COUNTY will pay to the CONSULTANT the compensation earned for work satisfactorily 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 COUNTY terminates this Agreement for cause and the expense of finishing CONSULTANT'S scope of work exceeds the unpaid balance of the agreement, then CONSULTANT must pay the difference to COUNTY. COUNTY may impose sanctions under

these circumstances, which may include possible rejection of future proposals based on specific cause of CONSULTANT'S non-performance.

(c) Effects of Termination: Expiration or termination of this Agreement will 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 COUNTY terminates CONSULTANT'S services, that termination will not affect any rights of COUNTY to recover damages against CONSULTANT.

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

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

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

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

COUNTY:

Tulare County Resource Management Agency
Attention: Jason K. Vivian, Contract Administrator
5961 South Mooney Boulevard
Visalia, CA 93277

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

CONSULTANT:

Drake Haglan and Associates, Inc.
Attention: Michael Pugh

11060 White Rock Road, Suite 200
Rancho Cordova, CA 95670

Phone No.: (916) 363-4210
Fax No.: (916) 363-4230

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either party may change the above address by giving written notice under this section. The above stated CONSULTANT address is to be the main working office location for the duration of this Agreement.

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

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

18. JURISDICTION/VENUE. This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this Agreement is made in and shall be performed in Tulare County California. CONSULTANT waives the removal provisions of California Code of Civil Procedure Section 394.

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

20. EXHIBITS AND RECITALS. The Recitals and the Exhibits A-E to this Agreement are fully incorporated into and are integral parts of this Agreement. In the event of any conflict or inconsistency among or between this Agreement and any Exhibit, Schedule, or Attachment, the terms and conditions of this Agreement shall prevail.

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

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

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

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

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

24. DBE PARTICIPATION REQUIREMENTS: This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of

Transportation Financial Assistance Programs”. Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

The goal for DBE participation for this contract is 7%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (**Exhibit D**), or in the Consultant Contract DBE Commitment (**Exhibit E**) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

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. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as COUNTY deems appropriate.

Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

A DBE firm may be terminated only with prior written approval from COUNTY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting COUNTY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).

A DBE performs a Commercially Useful Function (CUF) 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 CUF, 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 CUF, 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.

A DBE does not perform a CUF 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.

If a DBE does not perform or exercise responsibility for at least thirty percent (30%) 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 CUF.

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.

Upon completion of the Agreement, 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, of the LAPM], certified correct by CONSULTANT or 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 twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.

If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify 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 CONSULTANT in writing with the date of certification. Any changes should be reported to COUNTY'S Contract Administrator within 30 days.

25. OWNERSHIP OF DOCUMENTS. Upon completion of all work under this Agreement, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this Agreement will automatically be vested in COUNTY; and no further agreement will be necessary to transfer ownership to COUNTY. CONSULTANT shall furnish COUNTY all necessary copies of data needed to complete the review and approval process.

It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this Agreement has been entered into.

CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by COUNTY of the machine-readable information and data provided by CONSULTANT under this Agreement; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by COUNTY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.

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

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

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

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

Any equipment purchased as a result of this Agreement 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. 2 CFR, Part 200 requires a credit to Federal Funds when participating equipment with a fair market value greater than \$5000.00 is credited to the project.

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

27. DISPUTES. Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by a committee consisting of the COUNTY'S Contract Administrator and the RMA Director - Public Works, who may consider written or verbal information submitted by the CONSULTANT.

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

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

28. CONFIDENTIALITY: CONSULTANT may not use or disclose any information it receives from COUNTY under this Agreement that COUNTY has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Agreement or as authorized in advance by COUNTY. Unless required to do so by law, including, but not limited to, the Ralph M. Brown Act or the California Public Records Act, COUNTY may not disclose to third parties any information it receives from CONSULTANT that CONSULTANT has previously identified as confidential. If COUNTY determines that it must disclose any information that CONSULTANT previously identified as confidential, then it shall promptly give CONSULTANT written notice of its intention to disclose such information and the authority for such disclosure. CONSULTANT shall have a period of five (5) calendar days thereafter within which to seek a protective court order to prevent such disclosure or to notify COUNTY that it will not seek such an order. COUNTY shall cooperate with CONSULTANT in any efforts to seek such a court order. COUNTY shall not disclose the information until the five (5) day period has expired without a response from

CONSULTANT, or CONSULTANT has notified COUNTY that it will not seek such an order, or CONSULTANT has sought and a court has declined to issue a protective order for such information. If CONSULTANT seeks a protective order for such information, CONSULTANT shall defend and indemnify COUNTY from any and all loss, injury, or claim arising from COUNTY'S withholding of the information from the requestor. This includes any attorney's fees awarded to the requestor. The duty of COUNTY and CONSULTANT to maintain confidentiality of information under this section continues beyond the term of this Agreement.

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

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

29. CONFLICT OF INTEREST. The CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this Agreement, or any ensuing COUNTY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Agreement, 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 Agreement, 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 Agreement shall be eligible to bid on any construction contract, or any contract to provide construction inspection for any construction project resulting from this Agreement.

30. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION. The CONSULTANT warrants that this Agreement 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 Agreement without liability; to pay only for the value of the work actually performed; to deduct from the Agreement price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

31. PROHIBITION OF EXPENDING COUNTY, STATE OR FEDERAL FUNDS FOR LOBBYING.

The CONSULTANT certifies to the best of his or her knowledge and belief that:

- a. No state, federal or COUNTY appropriated funds have been paid, or will be paid by-or-on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- b. 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 Agreement that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

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

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 Agreement.

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 Agreement in order to resolve the construction claims.

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

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

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

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

34. 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 Agreement record.

35. 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.

36. NONDISCRIMINATION. During the performance of this Agreement, CONSULTANT and its subconsultants 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 5 applicable regulations promulgated there under (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 Agreement 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.

The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

The CONSULTANT, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the CONSULTANT shall not discriminate on the

basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

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

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

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

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

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

39. RETENTION OF FUNDS. No retainage will be withheld by COUNTY Contract Administrator from progress payments due to the 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.

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

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

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

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

41. COUNTERPARTS. The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

//

//

//

//

//

//

//

//

//

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

COUNTY OF TULARE

By _____

Chairman, Board of Supervisors

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

By _____
Deputy Clerk

CONSULTANT

By _____

Title

By _____

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 also accompanied by a certified copy of the corporation's Board of Directors' resolution 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.]

Approved as to Form
County Counsel

By _____
Deputy

EXHIBIT A
SCOPE OF WORK

Proposed Scope of Work

The following scope of service will be provided by the Drake Haglan and Associates (DHA) team.

Task 1: Project Implementation

- **Task 1.1: Project Management:** DHA will manage project tasks including work needed to:
 - Lead, direct and monitor the project design team
 - Prepare for, attend, and document team meetings and action items
 - Prepare, coordinate, and maintain a critical path method schedule
 - Prepare monthly progress reports
 - Provide miscellaneous coordination and support
 - Prepare monthly invoices and specific work completed
- **Task 1.2: Utility Coordination:** DHA will assist Tulare County with locating all existing utilities in the project area as part of the topographical surveying and base mapping effort and identify all potential conflicts. Once all existing utilities are located in the field, DHA will assist Tulare County in preparing the documents needed to contact all corresponding utility companies and coordinate any required relocation of all affected utilities. DHA's utility coordination assistance will occur in three basic steps.

The first step will be to develop a project limit drawing to send to all of the potentially affected utility companies and request information related to the verification of the location of their existing facilities. Once information is obtained from each utility, the existing utilities will then be plotted by DHA on the preliminary roadway plans and resubmitted to the utility companies, for verification, review of any required relocations, and for the determination of additional facilities that should be provided for future utility services. Finally, once the utility information has been incorporated into the plans, DHA will resubmit the plans to the utility companies for final review and approval.

DHA will also assist Tulare County with the preparation of the Caltrans utility coordination documents; Report of Investigation, Notice to Owners, and Utility Agreements.

Task 2: Surveying and Mapping (Optional)

The County anticipates providing the surveying and mapping services for these projects. However, at the County's request, the DHA team may be asked to prepare the base mapping for the project(s). If requested, by the County the DHA team will provide the following surveying and mapping services:

- **Task 2.1: Project Survey Control:** Perform control surveys and set control points. Resolve property boundary and right-of-way locations. The horizontal control will be referenced to California State Plane coordinate system and vertical control will be referenced to NAVD 88 datum. DHA will locate existing centerline monuments, property corners and benchmarks for purposes of monument preservation
- **Task 2.2: Obtain County Encroachment Permit and Permission to Enter from Adjoining Property Owners:** Under this task, DHA will obtain an encroachment permit to perform surveying within the roadway right-of-way. DHA will also identify those properties where access is required in order to complete the project base mapping. In this effort DHA will coordinate with County right-of-way staff to secure Permission to Enter (PTE) agreements with the adjoining property owners and ensure they have been adequately notified prior to initial site survey.
- **Task 2.3: Topographic Survey:** Perform topographic surveys including providing necessary utility potholes and identifying existing bridge features, existing utility locations (inverts), sign location and nomenclature, and other topographic details. Limits of topographic survey will be \pm five hundred feet in each direction from the center of the bridge with cross-sections taken perpendicular to the roadway at fifty-foot intervals. This task will also include the following:



Hydrographic 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: Contact utility companies, provide base map for review and comment, and obtain written confirmation from utility companies of location of existing facilities. (See Task 1.2)

- **Task 2.4: Property Surveys and Resolution:** Perform property boundary and right-of-way surveys of all adjacent parcels. Set and stake necessary monuments to indicate boundary locations and acquisition corners as necessary.
- **Task 2.5: Base Map Preparation:** Prepare a base mapping in imperial units, showing property boundaries, easements, rights-of-way, existing utilities and topographic information. DHA will prepare the base sheet in accordance with County CAD standards.

Task 3: Preliminary Engineering (35% PS&E)

This task includes work required to develop and study the bridge alternatives and develop a preferred project design concept for project budgeting and funding purposes; performing the environmental studies and developing the CEQA and NEPA clearance documents and resource agency permit applications; and developing the final design. All Roadway design tasks will be performed “in-house” by Tulare County. Work under this task includes the following:

- **Task 3.1: Prepare Preliminary Bridge Design:** This task includes the work required to develop three bridge concepts. DHA will involve the County, Caltrans, Pixley Irrigation District, and other agencies as appropriate in the development of these alternatives, including the following:

Prepare Bridge Planning Study Drawings: DHA will prepare drawings that include a preliminary bridge plan elevation, and typical section for three bridge alternatives on the preferred roadway alignment provided by Tulare County. It is anticipated that this will include on Bridge Rehabilitation Alternative, one Bridge Superstructure Replacement Alternative, and one full Bridge Replacement Alternative.

Prepare Bridge Planning Estimates: DHA will prepare an engineer’s estimate of probable cost on a cost per square foot basis for each bridge alternative. Costs will be based on preliminary quantities developed in general conformance with Caltrans Bridge Design Aids and will include a contingency of approximately 25%.

- **Task 3.2: Prepare Draft and Final Bridge Type Selection Memorandum:** DHA will prepare a short Bridge Type Selection Technical Memorandum that includes:
 - A summary of the analyses conducted and components of each alternative including preliminary plans and a description of the right-of-way needs (permanent takes and temporary easements), construction staging and access requirements, necessary utility relocations, and anticipated design exceptions (if necessary)
 - A brief bridge replacement justification discussion
 - A discussion of the pros & cons of each alternative
 - Preliminary Quantities and Estimated Construction Cost for each alternative
 - A Recommended Preferred Alternative for Final Design
 - List of design decisions needed to be made by Tulare County
 - List of issues that will be resolved during final design

The draft Bridge Type Selection Memo will be submitted to Tulare County and Caltrans electronically for review, comment, and concurrence. A wet signed hard copy of the final Bridge Type Selection Memo as well as a signed PDF will be submitted to Tulare County.



Task 4: Field Exploration and Geotechnical Engineering

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

- **Task 4.1: Research and Data Collection:** Research and Data Collection will include project set up, staff briefing, review of readily available geologic and soil literature in the vicinity of the site including review of any as-built drawings and existing LOTBs, review of readily available data regarding regional subsidence, checking site accessibility, boring layout, clearance of utilities, and permitting (County Environmental Health permits only). The DHA team will notify Underground Service Alert (USA) to arrange for marking of underground utilities within pertinent public rights-of-way and utility easements. Penetrating the site's surface is inherently risky. As it is impossible to determine with certainty the precise location of all structures, which may be buried below the ground surface at the site. If desired, for an additional fee, the DHA team can also retain the services of a private utility locator who would identify and mark detectable utility locations and provide clearance for the proposed drilling locations.

As required by local ordinance, a drilling permit will be obtained from the Tulare County Environmental Health Division (County Health) prior to our field investigation. Borings will be in the shoulder to the extent possible to avoid blocking traffic. It is anticipated traffic control will not be required.

Assumptions:

- Any fees associated with the drilling permit will be waived by Tulare County
 - Since this is a Public Works project and encroachment permit is not required.
- **Task 4.2: Field Exploration:** The DHA team propose to explore the subsurface conditions at the site by drilling two (2) soil borings near the proposed supports at the existing bridge locations using a standard truck-mounted, hollow stem auger drill rig with the ability to switch to mud rotary. Borings at the site will be extended to depths of 90 feet, or auger refusal. The drilling will be performed by Woodward Drilling of Rio Vista, California, a DBE, California licensed drilling subcontractor.

| Structure | Number of Borings | Anticipated Boring Depths (ft) |
|--|-------------------|--------------------------------|
| Avenue 108 Lakeland Canal Bridge (Br. No. 46C-0300) | Two (2) | 90 |

The DHA team will rely on the subsurface data and blow counts obtained from the borings to evaluate the site's liquefaction potential. Note that the final location of our borings will be dictated by overhead and accessibility restrictions in the field, but the DHA team will attempt to place the borings as close as possible to the proposed supports. The DHA team expects to complete our borings in two days.

A professional from BSK will maintain a log of the soils encountered, record the blow counts obtained at each sampling interval, and obtain samples for visual examination, classification, and laboratory testing. Relatively undisturbed soil sampling will be performed using 2.5-inch inside diameter split spoon samplers and SPT samplers. The strength characteristics of the cohesive soil samples recovered will be evaluated in the field using a hand-held pocket penetrometer. During our investigation, the DHA team will also measure the approximate depth to groundwater if it is observed. Bulk samples of subgrade soils will be obtained from the borings for Resistance (R)-Value and corrosivity analysis purposes. Upon completion, the borings will be backfilled with cement grout according to the County requirements. Excess cuttings will be drummed and disposed of at an approved landfill facility. Our estimate assumes the soils are non-hazardous.

Some damage to the existing site surface vegetation may occur during our field investigation. The DHA team will take precautions to limit such damage; however, the DHA team will not be responsible for the restoration of these areas except for backfilling the soil borings with cement grout.



In the event that hazardous materials are encountered as indicated visually or by odor in the soil borings during our subsurface investigation, such borings will be immediately terminated and arrangements will be made to backfill such borings with cement grout. The DHA team will notify the County as soon as possible of such an occurrence, and the DHA team will both mutually decide whether to continue, modify, or cease the remainder of the investigation program. All added cost incurred as a result of suspected hazardous substances would be charged on a time and expense basis over and above the fee quotation for the geotechnical investigation using our current fee schedule.

Assumptions:

- Traffic control will not be required to conduct the field geotechnical boring work at the Avenue 108 Bridge at Lakeland Canal.

Task 4.3: Laboratory Testing: The DHA team will perform Laboratory tests on selected soil samples to evaluate pertinent geotechnical engineering properties for design utilizing a DBE laboratory. Laboratory tests which the DHA team anticipates performing may include:

- In-place dry density and moisture content (ASTM D2216 and ASTM D2937)
- Atterberg limits (Plasticity Index) (ASTM D4318)
- Unconfined compression of soil (ASTM D2166)
- Expansion Index (ASTM D4829)
- Sieve (gradation) analyses (ASTM D422)
- Direct shear (ASTM D3080)
- R-Value tests (California Test Method No. 301)

After the field investigation is completed, if the DHA team find it necessary to perform additional tests, the DHA team will contact Tulare County for prior approval.

The DHA team anticipates performing one (1) corrosion tests within the upper 10 feet of the ground surface. Selected samples of the near-surface soils encountered will also be tested for corrosivity:

- Minimum resistivity and pH (California Test Method No. 643)
- Soluble sulfate (California Test Method No. 417)
- Soluble chloride (Caltrans Test Method No. 422)

Note that some of our laboratory testing may be performed by S&T Engineering, Inc. of City of Industry, California. The DHA team will temporarily store the samples collected during our investigation (but not tested in the lab) for a period of 90 days from the date of drilling. After this period, the DHA team will dispose of the samples unless otherwise requested by Tulare County.

- **Task 4.4: Engineering Analyses and Soils Evaluation:** Using the results of our field investigation, soil borings, and laboratory tests, the DHA team will perform engineering analyses to develop recommendation criteria for earthwork, foundation design, and pavement design for this project. Engineering calculations will be performed to estimate design and specified pile tip elevations, lateral earth pressures, temporary and permanent slope stability, and recommended pavement sections in accordance with the Caltrans Flexible Pavement Design Method
- **Task 4.5: Draft Foundation Memorandum:** Results of our field investigation, laboratory tests, engineering analyses, as well as conclusions and recommendations will be summarized in a draft foundation report, prepared under the supervision of a California Registered Geotechnical Engineer. The draft foundation report will generally follow Caltrans guidelines for Foundation Reports for Bridges (dated December 2009.v2). The DHA team will include Logs of Test Boring (LOTB) sheets and develop an Acceleration Response Spectrum (ARS) curve for the design of the new bridge foundations.



It is anticipated that the draft foundation report will include the following items:

- A description of the proposed project;
- Vicinity map, geologic site map, and site plan showing the approximate boring locations;
- Boring logs;
- Results of laboratory tests, including results of gradation analysis for D50 and D90 for use in scour potential;
- LOTB drawings;
- Discussion of local geology;
- Discussion of faulting and seismicity, including provision of an ARS curve for the new bridge based on Caltrans Seismic Design Criteria Version 1.7. The ARS curve will be developed based on estimated shear wave velocities. The Vs30 (average shear wave velocity for the upper 30 meters or about 100 feet) for the site will be evaluated and the ARS curve will be developed using the interactive Caltrans ARS website;
- Description of the field investigation, borings logs, and results of laboratory tests;
- Discussion of general site conditions;
- Discussion of general subsurface conditions as encountered in our borings;
- Discussion of potential for regional subsidence, based on readily available data from California Department of Water Resources;
- Presentation of scour depth based on the hydraulic findings contained in the Hydrology/Hydraulic Report to be prepared by others;
- Comments on liquefaction potential and associated effects including seismically induced settlement and lateral spread;
- Recommendations for the design of CIDH foundations, or alternatively H piles, including minimum depth of embedment;
- Unfactored lateral deflection, shear, and bending moment for deep foundations using LPILE Plus (version 2015), and LPILE parameters;
- Retaining wall recommendations for abutments and wingwalls, if needed, including soil design parameters and lateral earth pressures;
- Recommendations for AC pavement section thicknesses based on Traffic Indices provided by the County and R-Value test results for the subgrade soils at the site;
- Recommendations for site preparation, earthwork, and fill compaction requirements for approach fill, including utility trench backfill and subgrade/aggregate base for pavement areas, whether onsite soils can be used as engineered fill;
- Discussion of construction considerations; and
- Presentation of soil corrosivity analysis based on Caltrans test methods.

The DHA team will issue an electronic copy of our draft foundation report in pdf formation to the project design team and the County. We assume no hard copies of the draft foundation report will be required.

- **Task 4.6: Final Foundation Report:** The DHA team will prepare the final foundation report based on the review comments received from the design team and Tulare County. If necessary, further engineering analyses will be performed to finalize our recommendations. However, we assume that such analysis would be very limited in scope and will not require significant re-writing of the draft foundation report or modifications to the report plates, boring logs, ARS curve, LOTB sheets, and appendices. We will issue one (1) hard copy of our final foundation report to the County. We will so provide an electronic copy of the report in pdf format for distribution.

Task 5: Canal Hydrology and Hydraulics

- **Task 5.1: Obtain and Review Project Documentation:** The County will provide DHA with bridge as-built drawings and bridge inspection reports (including downstream and upstream crossings), if available. The DHA team will field review the bridge with Tulare County staff.



The DHA team will also meet with JG Boswell Company and obtain the following information:

- a) Discharge and water surface elevation information
- b) recently replaced bridges upstream and downstream
- c) work windows, velocity and bank protection requirements
- d) historical subsidence data JG Boswell may have along the canal

Assumptions:

- The field review and meeting with the J.G. Boswell Company will be held on two different days.
- **Task 5.2: Hydraulic Analysis:** The DHA team will obtain the hydraulic parameters (water surface elevations and velocity) from the Army Corps of Engineers HEC-RAS (Hydraulic Engineering Center River Analysis System) version 5.0.5 model based on:
 - 1) ten to twelve channel cross sections
 - 2) as-built data or survey of the existing bridge, and
 - 3) a reconnaissance level field investigation by the Consultant.

The DHA team 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.

Chapter 800 of the Caltrans Highway Design Manual (HDM) delineates the hydraulic design criteria for bridges. The freeboard in the Lakeland Canal at the Avenue 108 Bridge, however, is highly likely to be based upon anticipated future channel conveyance with subsidence. Three proposed conditions models will include:

- a) bridge rehabilitation,
- b) bridge replacement, and
- c) selected bridge alternative with potential subsidence.

The final proposed bridge configurations will include the preferred bridge alternative (rehabilitated or replaced bridge) near the end of the preferred alternative's life with an assumed amount of subsidence.

The DHA team will also model the overtopping flood for the Location Hydraulic Study and Hydrology Summary Table.

Assumptions:

- All relevant hydrologic and hydraulic information will be provided by J.G. Boswell Company
- No Conditional Letter of Map Revision of Letter of Map Revision is required
- **Task 5.3: Location Hydraulic Study:** Using the HEC-RAS output data, the DHA team will complete a Location Hydraulic Study (Floodplain Evaluation Report) in accordance with 23 CFR 650.113. This report is generally included in the Environmental Document for the bridge.

Assumptions:

- The proposed bridge will not cause an increase in the water surface elevation.
- **Task 5.4: Draft Hydraulic Study Report:** The DHA team will prepare a Draft Design Hydraulic Study Report for review by the County, Caltrans, appropriate resource agencies, and affected irrigation districts. This report will be submitted with the 65% PS&E package.

Assumptions:

- The draft reports will be submitted to Tulare County electronically.



- **Task 5.5: Final Hydraulic Study Report:** The DHA team will prepare Final Design Hydraulic Study Report incorporating comments from the Draft Report. This report will be submitted with the Final PS&E documents.

Assumptions:

- One wet signed hard copy and a signed PDF of the Final Report will be submitted to Tulare County.

- **Task 5.6: J. G. Boswell Coordination:** The DHA team will coordinate with JG Boswell Company to obtain the information described on Task 5.1 and obtain approval at Type Selection, 65% submittal and Final approval.

Assumptions:

Coordination effort will be provided up to the budget limits.

Task 6: Right of Way Acquisition Services (Optional)

All right-of-way engineering, appraisal and acquisition services for this project is to be provided by the County with assistance by DHA.

As an optional service and if requested by Tulare County, DHA can provide full right of way engineering services including the preparation of R/W Appraisal Maps, R/W legal descriptions, and associated exhibits, descriptions and exhibits for utilities, drainage, slope, and construction easements.

In addition, DHA can also provide right of way appraisal and acquisition services through a subconsultant that we have used exclusively on bridge replacement projects in the California Central Valley; Overland Pacific and Cutler (OPC). An amendment to the contract would be required to perform the acquisition and appraisal services.

Task 7: Environmental Document and Regulatory Agency Permits

Since the projects are federally funded and the funding will be administered by Caltrans, the project is subject to FHWA and Caltrans requirements. DHA will follow the Caltrans Local Assistance Procedures Manual (LAPM) and Standard Environmental Reference (SER) guidelines. It is anticipated that the NEPA environmental documentation will be a Categorical Exclusion (CE) with technical studies. Caltrans will prepare the NEPA documentation based on the technical studies prepared by DHA. The environmental documents and regulatory agency permit applications for these projects may be prepared by DHA however please note that all CEQA related tasks and permitting will be optional. If the County chooses to perform all CEQA related tasks and permitting using County staff, DHA will provide technical assistance to the County in support of these tasks. It is anticipated that the necessary environmental document will be an Initial Study and Mitigation Negative Declaration (IS/MND), which is anticipated to be completed by the County.

- **Task 7.1: Purpose and Need/Project Description:** DHA will prepare a purpose and need statement that addresses the discretionary actions for both CEQA and NEPA lead agencies (County and Caltrans). The purpose and need will provide the basis for the appropriate regulatory guidance documentation for compliance with both NEPA and CEQA. In coordination with the County, DHA will draft a project description that complies with the Bridge Type Selection Memorandum and will be used in the environmental technical studies and the CEQA clearance documentation.
- **Task 7.2: Preliminary Environmental Study (PES):** DHA will prepare for and attend a field review with the County and Caltrans in the initial stages of the project. DHA will prepare and submit an administrative draft Preliminary Environmental Study (PES) for the project (in Microsoft Word format) to be reviewed by County prior to submitting the draft version of the PES to Caltrans with a request for a field review meeting. The PES form will be reviewed at the field review meeting with Caltrans staff. The procedure for completing the PES is described in the Local Assistance Procedures Manual (LAPM) and will be followed accordingly.

If the Preliminary Environmental Investigation indicates a potential for sensitive resources within the project area, DHA will conduct the appropriate technical/environmental studies described to confirm the presence of



resource(s) and determine the potential significant affect(s) of the project on the resource(s). A list of possible required technical studies will be provided under Section C of the PES Form. The technical studies may include,

but not be limited to, Biology, Wetlands, Publicly Owned Public Parks and Wildlife Refuges, and Cultural Resources and Historical Resources.

DHA will provide an electronic version (in Microsoft Word format) and one (1) administrative draft version of the draft PES to the County for County and Caltrans for review and comment with the request for a field review

meeting. Upon receipt of comments from the field review meeting, DHA will incorporate the necessary revisions into the PES and submit one (1) final version, provided that all County and Caltrans comments are addressed satisfactorily.

- **Task 7.3: Technical Studies**

Task 7.3.1 – Area of Potential Effects Map (APE): Base maps and plans, depicting the area proposed for impacts (e.g., construction, staging, and construction access areas) will be assembled and a draft APE will be created by DHA for each project area. The map will be plotted on an aerial photograph with a bar scale. The map will depict the right-of-way and clearly label roads and the APE for both archaeological and historic resources. The APE map will have the appropriate signature and date block for Caltrans approval. The APE map will be submitted to Caltrans for review, approval, and adoption.

Task 7.3.2 –Phase 1 Initial Site Assessment (ISA): DHA will conduct an Initial Site Assessment (ISA) in accordance with Caltrans procedures to identify hazardous materials issues that could affect the constructability, feasibility, and/or cost of the proposed project. A field testing for ADL, LBP, NOA and ACMs will be performed.

DHA will prepare a report documenting the assessment. The report will include, but not be limited to, a summary of regulated and/or hazardous materials in order for the Contractor to prepare a lead Compliance Plan, and to provide quantity estimates of suspected ACM for NESHAP compliance with the San Joaquin Valley Air Pollution Control District.

Task 7.3.3 – Archaeological Survey Report /Historical Property Survey Report /Historical Resource Evaluation Report (ASR/HPSR/HRER): DHA will complete the cultural resource documents for the project pursuant to Caltrans requirements and Section 106 of the NEPA and CEQA. This task will include conducting a record search at the Southern San Joaquin Valley Information Center (SSJVIC) of the California Historical Resource Information System (CHRIS) using the appropriate search radius for this rural location. Records in the Historic Property Data File, California Register of Historic Resources (CRHR), and National Register of Historic Places (NRHP) will be reviewed, and historic maps, aerial photographs, and other historic documents will be assessed to determine if any historic features or foundations are likely to be present below the ground surface within the Project Study Area.

The Native American Heritage Commission (NAHC) will be contacted to provide a list of Native American and other groups or individuals with potential knowledge of cultural resources in the project area. Native American consultation will include written letters to the appropriate representatives, and follow-up phone calls will be made to interested individuals. The County will conduct the necessary AB-52 consultations during the CEQA process, as discussed in Task 7.4.3, below.

An archaeological pedestrian field survey to identify cultural resources within the Project APE will be performed. All areas will be surveyed by qualified pre-historic archaeologists at appropriate transect intervals. An architectural survey will be conducted in up to three site visits/research trips to prepare up to 15 DPR 523 forms for the Project.

Based on an initial desktop review, it appears that an HRER will be needed for the Avenue 108 at Lakeland Canal Bridge (46C-0300) as there are adjacent resources that do not appear to meet the requirements for exemption from evaluation under the Section 106 PA.



The DHA team will review the records search results from the archaeological study to identify previously recorded or otherwise known built environment cultural resources and previous cultural resource studies within or adjacent to the study areas. Relevant listings are the California Inventory of Historic Resources, Five Views: An Ethnic Sites Survey for California, California Historical Landmarks, California Points of Historical Interest, National Historic Landmarks, and the Directory of Properties in the Historic Property Data File which contains the listings of the National Register of Historic Places and the California Register of Historical Resources.

Background research and a literature review, consisting of a review of historical and environmental publications and maps at historical archives will also be conducted. The background research will identify previously recorded or otherwise known built environment cultural resources in or adjacent to the study areas and will provide a historic context against which the identified resources will be evaluated. The DHA team will contact the Tulare County Historical Society, the Alta Irrigation District, and the Pixley Irrigation District for any information or concerns they may have about resources within the Study Areas.

The DHA team will conduct a field survey to identify and record the built environment cultural resources present within the Study Areas. The DHA team will also coordinate with Caltrans Professionally Qualified Staff regarding any identified built environment cultural resources that appear exemptible per the Section 106 PA.

The DHA team will evaluate one built environment structure (Homeland Canal) and one built environment district (Alta Irrigation District) located within the study areas for inclusion in the California Register of Historical Resources and National Register of Historic Places (if they cannot be exempted in coordination with Caltrans).

The evaluations will be documented on Department of Parks and Recreation (DPR) 523 series form records and appended to the Historical Resources Evaluation Report (HRER). The segments and elements of the built environment cultural resources evaluated will be limited to the Area of Potential Effect (APE) for each Project.

The results of the archaeological study and survey will be presented in an Archaeological Survey Report (ASR). The results of the architectural history study and survey will be presented in an Historic Resource Evaluation Report (HRER). The documents will conform to Caltrans specifications detailed in the July 2001 (and current updates) Caltrans Environmental Handbook, Volume 2, and the 2014 Programmatic Agreement Among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it pertains to the Administration of the Federal-Aid Highway Program in California. If cultural or historic resources are not found, then applicable memorandums will be submitted in accordance with guidelines presented in the 2014 Programmatic Agreement.

Task 7.3.4 – Natural Environment Study (NES): DHA will prepare a draft and final Natural Environment Study (NES), according to the current format guidelines from Caltrans. The NES will include an assessment of the entire project area, including potential impacts to sensitive habitats, state and federal special status plant and animal

species, and federally designated critical habitats. Comprehensive floristic surveys will be conducted for potentially occurring special status plant species during the appropriate blooming periods. The NES will compile and integrate data and information from a literature review and current database records, include a description of field methods and results of the field studies and surveys, address sensitive plant and animal species that are known or have potential to occur, assess site physical and hydrological conditions, and calculate impacts and mitigation in an appropriate regulatory context.

Field work will be conducted by a qualified biologist in order to document the presence/absence of sensitive biological resources (e.g., species or habitats), or to determine the potential for occurrence of such resources that may not be detectable when the field work is conducted. The NES will follow the latest template in the Caltrans SER.

The NES will also include discussion on how the proposed project will comply with federal laws, acts and Executive



Orders (EO) including but not limited to:

- EO 13112 Invasive Species (including avoidance and minimization measures to prevent the spread of invasive species both in and out of the project site),
- EO 11990 Protection of Wetlands,
- EO 11988 Floodplain Management (Natural and Beneficial Floodplain Values),
- Migratory Bird Treaty Act Section 7 of the Federal Endangered Species Act.

Additional work to support the NES includes acquisition/review of CAD and/or GIS files for the project, impact calculations and analysis, and coordination with the project team on design considerations.

Task 7.3.5 – Biological Assessment (BA) (Optional): DHA will prepare a draft and final Biological Assessment (BA) for the Avenue 108 at Lakeland Canal Bridge if determined to be required to support Section 7 consultation with the United States fish and Wildlife Service needed to determine the potential for the replacement of the bridge to impact federally listed threatened, endangered, or candidate species under the Federal Endangered Species Act (FESA). The BA will follow the latest template in the Caltrans SER. The Biological Assessment will describe the action area and the species and critical habitat considered. The project will be evaluated for the potential to impact certain listed species that occur in the region. The BA will include an effects analysis and determination as to the potential for the project to affect the protected resources.

- **Task 7.4: Environmental Document (IS/MND) (Optional):** If the County determines that they would like DHA to prepare the environmental document, then DHA will review all available site-specific data, conduct a field visit, and interview relevant parties. Work for this step will include site and area baseline conditions, characterization and review of the County's California Environmental Quality Act (CEQA) compliance procedures. It is assumed that an Initial Study / Mitigated Negative Declaration will be required to satisfy CEQA.

DHA will prepare a detailed schedule for completing the environmental documentation for the project, including clear descriptions of DHA and County roles and requisite document preparation periods, noticing periods, and deliverables. The schedule will be based on coordination with Caltrans on the processing of the PES form.

Task 7.4.1 – Administrative Draft IS/MND: DHA will prepare an Initial Study (IS) for the project. It is the goal of the IS to support adoption of a Mitigated Negative Declaration (MND) by the County. Several technical reports and memorandums will be prepared in the previous phase of the project to support the conclusions of the IS/MND. To ensure that the final product is acceptable to the County, an outline of the document will be submitted to the project team for review before document preparation begins.

Task 7.4.2 – Public Draft IS/MND: After review and approval by the County, DHA will prepare a screen check IS/MND for final approval before public circulation and review. DHA will deliver five copies of the screen check for review and approval. DHA is assuming a total of 30 copies of the public review IS/MND will be sent to the County for distribution.

Task 7.4.3 – Administrative Final IS/MND and Mitigation Monitoring and Reporting Program: At the conclusion of the 30-day public comment period, DHA will meet with the County to discuss the comments received and the preparation of the final document. In addition, a Mitigation Monitoring and Reporting Program (MMRP) for CEQA will be prepared as part of the final document.

Task 7.4.4 – Final IS/MND and Mitigation Monitoring and Reporting Program: After the County has reviewed the draft-final IS/MND and draft MMRP, DHA will incorporate the necessary revisions into the document and submit the Final IS/MND and MMRP.

Assumptions:

Tulare County will take the lead on preparing the IS/MND



Task 7.4.5 – Notice of Determination: DHA will attend the County board approval meeting to adopt the IS/MND and will draft a Notice of Determination (NOD) for the County. DHA will prepare draft NOD for County review and comment. DHA will revise as appropriate and return draft of NOD to County to file with the County Recorder’s Office within 5 days of approval of the IS/MND (pursuant to CEQA guidelines).

Task 7.4.6 – Filing the Notice of Determination (NOD): County Staff will file the Notice of Determination with the County Clerk and the State Clearinghouse.

- **Task 7.5: Prepare State and Federal Permit Applications (Optional):** The studies identified above will serve as the CEQA factual basis for submission of application for compliance with Responsible Agencies. DHA will prepare permit applications for the County of Tulare for the following permits as required: the California Department of Fish and Game
 - 1600 Stream Alteration Permit
 - US Army Corps of Engineers Nationwide 404 Permit
 - Regional Water Quality Control Board 401 Permit
- **Task 7.6: Revegetation Plans and Specifications (Optional):** If required, DHA will prepare revegetation plans and specifications to repair planting to the areas disturbed during construction. A DHA botanist and/or biologist will survey the site and prepare planting plans that incorporate native plants that will help stabilize the slopes and provide aesthetically pleasing areas adjacent to the new bridge. DHA may be required to consult with and receive approval from CDFW. It is assumed that the revegetation and plantings will be limited to stay within the right-of-way and temporary construction easements however if off-site mitigation is required, the contract will be amended to include any additional support services.

Task 8: Final Design (Plans, Specifications, Estimates)

- **Task 8.1: Final Design (65% PS&E):** Upon approval of Bridge Type Selection Memorandum by Tulare County and Caltrans, DHA will prepare and submit the draft 65% plans, specifications, and estimate package to Tulare County and Caltrans.

Task 8.1.1: Bridge Design: DHA will prepare structural calculations and bridge plans for the bridge type and configuration agreed upon under Task 3, Preliminary Engineering (35% PS&E). This submittal will consist of draft bridge construction documents depicting a complete unchecked bridge design.

The bridge design will be performed in general accordance with the following:

- County CAD Drafting Standards. The County CAD manager will review the DHA 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 DHA at the inception of the project. In addition, the County will also provide CAD templates, CAD blocks, borders, and plot styles.
- California Department of Transportation (Caltrans) 2018 Standard Plans & 2018 Specifications
- Caltrans Bridge Design & Detailing Manuals
- AASHTO LRFD Bridge Design Specifications with 2006 Interims and Caltrans Addenda (Blue Sheets)
- Caltrans Seismic Design Criteria (Latest Version)

Task 8.1.2: Engineer’s Estimate of Probable Construction Cost: DHA will provide a construction cost estimates at the 65% PS&E design submittal. DHA will prepare detailed quantities in accordance with Caltrans 2018 Standard Specifications and payment 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, DHA’s cost data, as well as the County’s cost data.



8.1.3: Contract Specifications/Special Provisions: DHA will prepare the contract Special Provisions for the project based in general on Caltrans 2018 Standard Special Provisions, Caltrans 2018 Standard Specifications, and County construction contract standards.

Deliverables:

- One hard copy set of the:
 - Half-Size 65 % Plans (11X17)
 - 65% Annotated Special Provisions
 - 65% Construction Cost Estimate
- Electronic files of the:
 - 65% PS&E (Half-Size Plans – PDF)
 - Draft (Unchecked) Design Calculations – PDF
 - Draft Geotechnical and Hydraulic Reports – PDF
- **Task 8.2: 90% PS&E:** Upon approval of the 65% PS&E and upon receiving environmental clearance (NEPA and CEQA), DHA will prepare and submit the draft 90% plans, specifications, and estimate package to the County and Caltrans.

Task 8.2.1: Bridge Independent Check: The 65% PS&E will be sufficiently completed by DHA so that an independent bridge design check can be completed. An independent engineer, who was not involved in the design will reanalyze 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 design and checker. The final design will reflect agreement between the two engineers.

Task 8.2.2: Response to Comments: DHA will provide written responses to the Independent Check, Tulare County, and Caltrans comments to 65% PS&E.

Task 8.2.3: Update Bridge PS&E: DHA will update the PS&E based on the agreement and resolution of comments for final submittal to the County. This submittal will represent the final contract documents that will be issued for bid and construction.

Deliverables:

- Comment Response Matrix
- One hard copy set of the:
 - Half-Size 90% plans (11 x 17)
 - 90% Annotated Special Provisions
 - 90% Construction Cost Estimate
- Electronic files of the:
 - 90% PS&E (Half-Size Plans – PDF)
- **Task 8.3: 100% Design:** Following the reviews by the County, DHA will make agreed-upon revisions to the 90% PS&E. The specifications, plans, and other bid documents will be submitted to the County for final approval.



Deliverables:

- Updated Comment Response Matrix
 - One hard copy set of the:
 - Half-Size 100% plans (11 x 17)
 - 100% Annotated Special Provisions
 - 100% Construction Cost Estimate
 - Electronic files of the:
 - 100% PS&E (Half -Size Plans – PDF)
-
- **Task 8.4: 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. DHA will provide the quantity calculations to the County for use in administering the contract.

Deliverables:

- One Hard Copy (Stamped and Signed) of the:
 - Full Size Mylar of the Final Plan Cover Sheet (Stamped and Sign
 - Final Special Provisions
 - Final Construction Cost Estimate
 - Bridge Design Calculations
 - Bridge Quantities
 - Bridge Independent Calculations and Quantities
 - Roadway Quantities
 - Final Geotechnical Report
 - Final Hydraulic Report
 - Electronic files (Stamped and Signed) of the:
 - Final PS&E (Full Size Plans – PDF)
 - Final Geotechnical Report – PDF
 - Final Hydraulic Report – PDF
 - Special Provisions – MS Word
 - Engineer's Estimate – MS Excel
 - AutoCAD 2012 Format Drawing Files
-

Task 9: Assistance During Bidding (Optional)

The County will advertise each project for bidding and distribute the plans to prospective bidders. The County's project manager will be the designated person to receive contractor inquiries. DHA's project manager and project staff will assist the County as requested during bidding. The work may include answering questions, providing consultation and interpretation of the construction documents, and assisting the County in preparation of addenda to the PS&E during the advertisement period if necessary. DHA will also attend pre-bid and preconstruction meetings and/or bid openings and as requested. In addition, DHA would provide analysis of bids received if deemed necessary.

Task 10: Design and Environmental Monitoring Support during Construction (Optional)

DHA's project manager and project staff will be available to assist the County during construction and provide construction support and environmental monitoring services. The scope of work for construction support services will be determined during the final design phase and prior to construction. Prior to construction, the contract will be amended to include construction support services.



EXHIBIT B
COST PROPOSAL

Ave. 108 Lakeland Canal Bridge

Tulare County
Attachment A: Fee Table
Bridge No. 46C-0300
8/30/2018

DBE Utilization 13.31%



| | | DHA | | Avila & Associates | | BSK | | ESP | | LSA | | TOTAL | |
|--|---------------------|------------|--------------------|--------------------|--------------------|------------|--------------------|------------|--------------------|-------|------|------------|-----------------|
| | | hours | cost | hours | cost | hours | cost | hours | cost | hours | cost | HOURS | COST |
| 1.0 Project Management | | | | | | | | | | | | | |
| 1.1 Project Management | | 200 | \$41,685.13 | | | | | | | | | 200 | \$41,685 |
| 1.2 Utility Coordination | | 40 | \$7,684.65 | | | | | | | | | 40 | \$7,695 |
| | Total Task 1 | 240 | \$49,379.78 | | | | | | | | | 240 | \$49,380 |
| 2.0 Surveying and Mapping (Optional) | | | | | | | | | | | | | |
| 2.1 Project Survey Control | | 4 | \$867.33 | | | | | 8 | \$1,080.34 | | | 12 | \$1,948 |
| 2.2 Obtain County Encroachment Permit and Permissions to Enter | | 2 | \$387.33 | | | | | 9 | \$1,376.78 | | | 11 | \$1,764 |
| 2.3 Topographic Survey | | 4 | \$685.33 | | | | | 69 | \$14,268.24 | | | 73 | \$14,964 |
| 2.4 Property Surveys and Resolution | | 2 | \$387.33 | | | | | 29 | \$5,941.03 | | | 31 | \$6,328 |
| 2.5 Base Map Preparation | | 8 | \$1,562.65 | | | | | 17 | \$4,244.17 | | | 25 | \$5,807 |
| | Total Task 2 | 20 | \$3,899.96 | | | | | 132 | \$26,910.56 | | | 152 | \$30,811 |
| 3.0 Preliminary Engineering (35% PS&E) | | | | | | | | | | | | | |
| 3.1 Prepare Preliminary Bridge Design | | 59 | \$9,007.33 | | | | | | | | | 58 | \$9,007 |
| 3.2 Prepare Draft and Final Bridge Type Selection Memorandum | | 94 | \$12,694.65 | | | | | | | | | 94 | \$12,695 |
| | Total Task 3 | 152 | \$21,701.98 | | | | | | | | | 152 | \$21,702 |
| 4.0 Field Exploration and Geotechnical Engineering | | | | | | | | | | | | | |
| 4.1 Research and Data Collection | | | | | | 13 | \$1,597.74 | | | | | 13 | \$1,598 |
| 4.2 Field Exploration | | 4 | \$867.33 | | | 22 | \$2,483.90 | | | | | 26 | \$3,351 |
| 4.3 Laboratory Testing | | | | | | 2 | \$286.70 | | | | | 2 | \$287 |
| 4.4 Engineering Analysis/ Soils Evaluation | | 4 | \$616.00 | | | 30 | \$4,153.33 | | | | | 34 | \$4,769 |
| 4.5 Draft Foundation Memorandum | | 8 | \$1,576.00 | | | 24 | \$3,155.05 | | | | | 32 | \$4,731 |
| 4.6 Final Foundation Report | | 4 | \$788.00 | | | 20 | \$2,590.05 | | | | | 24 | \$3,378 |
| | Total Task 4 | 20 | \$3,847.33 | | | 111 | \$14,266.76 | | | | | 131 | \$18,114 |
| 5.0 Canal Hydrology and Hydraulics | | | | | | | | | | | | | |
| 5.1 Obtain and Review Project Documentation | | | | 38 | \$6,509.46 | | | | | | | 38 | \$6,509 |
| 5.2 Hydraulic Analysis | | 4 | \$788.00 | 44 | \$6,239.37 | | | | | | | 48 | \$7,027 |
| 5.3 Location Hydraulic Study | | 4 | \$960.00 | 16 | \$2,539.43 | | | | | | | 20 | \$3,499 |
| 5.4 Draft Hydraulic Study Report | | 8 | \$1,576.00 | 21 | \$3,078.80 | | | | | | | 29 | \$4,655 |
| 5.5 Final Hydraulic Study Report | | 4 | \$808.69 | 15 | \$2,179.66 | | | | | | | 19 | \$2,988 |
| 5.6 J.G. Boswell Coordination | | 12 | \$2,955.60 | 46 | \$7,885.47 | | | | | | | 58 | \$10,841 |
| | Total Task 5 | 32 | \$7,088.29 | 180 | \$28,432.19 | | | | | | | 212 | \$35,520 |
| 6.0 Right of Way Acquisition Services (Optional) | | | | | | | | | | | | | |
| 6.0 Right of Way Acquisition Services (Optional) | | 40 | \$8,183.96 | | | | | 9 | \$1,376.8 | | | 49 | \$9,561 |
| | Total Task 6 | 40 | \$8,183.96 | | | | | 9 | \$1,376.78 | | | 49 | \$9,561 |

Ave. 108 Lakeland Canal Bridge

Tulare County
Attachment A: Fee Table
Bridge No. 46C-0300
8/30/2018

DBE Utilization 13.31%



| | | DHA | | Avila & Associates | | BSK | | ESP | | LSA | | TOTAL | |
|--------------------------|--|-------|--------------|--------------------|-------------|-------|-------------|-------|-------------|-------|-------------|-------|--------------|
| | | hours | cost | hours | cost | hours | cost | hours | cost | hours | cost | HOURS | COST |
| 7.0 | Environmental Document and Regulatory Agency Permits | | | | | | | | | | | | |
| 7.1 | Purpose and Need/Project Description | 24 | \$3,718.00 | | | | | | | | | 24 | \$3,718 |
| 7.2 | Preliminary Environmental Study (PES) | 57 | \$7,024.65 | | | | | | | | | 57 | \$7,025 |
| 7.3 | Technical Studies | | | | | | | | | | | | |
| 7.3.1 | Area of Potential Effects Map (APE) | 42 | \$5,164.00 | | | | | | | | | 42 | \$5,164 |
| 7.3.2 | Phase 1 Initial Site Assessment (ISA) | 51 | \$5,060.00 | | | | | | | | | 51 | \$5,060 |
| 7.3.3 | Cultural Technical Studies (ASR/HPSR/SRER) | 76 | \$11,760.00 | | | | | | | | | 168 | \$22,306 |
| 7.3.4 | Natural Environmental Study (NES) | 85 | \$9,400.00 | | | | | | | 92 | \$10,546.37 | 85 | \$9,400 |
| 7.3.5 | Biological Assessment (BA) (Optional) | 83 | \$8,740.00 | | | | | | | | | 83 | \$8,740 |
| 7.4 | Environmental Document (IS/MND) (Optional) | | | | | | | | | | | | |
| 7.4.1 | Administrative Draft IS/MND | 114 | \$11,340.00 | | | | | | | | | 114 | \$11,340 |
| 7.4.2 | Public Draft IS/MND | 28 | \$3,250.00 | | | | | | | | | 28 | \$3,250 |
| 7.4.3 | Administrative Draft IS/MND & MMRP | 59 | \$6,270.00 | | | | | | | | | 58 | \$6,270 |
| 7.4.4 | Final IS/MND & MMRP | 24 | \$2,760.00 | | | | | | | | | 24 | \$2,760 |
| 7.4.5 | Notice of Determination (NOD) | 11 | \$1,225.00 | | | | | | | | | 11 | \$1,225 |
| 7.4.6 | Filing the Notice of Determination (NOD) | 3 | \$400.00 | | | | | | | | | 3 | \$400 |
| 7.5 | State and Federal Permit Applications (Optional) | 176 | \$17,860.00 | | | | | | | | | 176 | \$17,860 |
| 7.6 | Revegetation Plans and Specifications (Optional) | 56 | \$6,160.00 | | | | | | | | | 56 | \$6,160 |
| Total Task 7 | | 888 | \$100,131.65 | | | | | | | 92 | \$10,546.37 | 980 | \$110,678 |
| 8.0 | Final Design (Plans, Specifications, Estimates) | | | | | | | | | | | | |
| 8.1 | Final Design (65% PS&E) | | | | | | | | | | | | |
| 8.1.1 | Bridge Design | 440 | \$57,820.00 | | | | | | | | | 440 | \$57,820 |
| 8.1.2 | Engineer's Estimate of Probably Construction Cost | 40 | \$5,484.00 | | | | | | | | | 40 | \$5,484 |
| 8.1.3 | Contract Specifications/Special Provisions | 40 | \$8,912.00 | | | | | | | | | 40 | \$8,912 |
| 8.2 | 90% PS&E | | | | | | | | | | | | |
| 8.2.1 | Bridge Independent Check | 150 | \$23,444.00 | | | | | | | | | 150 | \$23,444 |
| 8.2.2 | Response to Comments | 20 | \$3,424.00 | | | | | | | | | 20 | \$3,424 |
| 8.2.3 | Update Bridge PS&E | 84 | \$11,534.65 | | | | | | | | | 84 | \$11,535 |
| 8.3 | 100% Design | 60 | \$8,654.65 | | | | | | | | | 60 | \$8,655 |
| 8.4 | Final PS&E | 40 | \$6,183.33 | | | | | | | | | 40 | \$6,183 |
| Total Task 8 | | 874 | \$125,456.63 | | | | | | | | | 874 | \$125,457 |
| 9.0 | Assistance During Bidding (Optional) | | | | | | | | | | | | |
| 9.1 | Assistance during Bidding (Optional) | 24 | \$4,334.65 | | | | | | | | | 24 | \$4,335 |
| 10.0 | Design and Envi. Support During Construction (Optional) | | | | | | | | | | | | |
| 10.1 | Design and Envi. Support During Construction (Optional) | | | | | | | | | | | | |
| TOTAL DIRECT LABOR HOURS | | 2,290 | \$324,024.22 | 180 | \$28,432.19 | 111 | \$14,266.76 | 141 | \$28,287.34 | 92 | \$10,546.37 | 2814 | \$405,556.88 |
| TOTAL OTHER DIRECT COST | | | \$2,042.50 | | \$437.01 | | \$24,243.00 | | \$500.00 | | \$300.16 | | \$27,522.67 |
| TOTAL PROJECT COST | | | \$326,067 | | \$28,869 | | \$38,510 | | \$28,787 | | \$10,847 | | \$433,080 |



TOTAL PROJECT COST \$326,066.72

EXHIBIT 10-H2 COST PROPOSAL Form 1 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant **Drake Haglan and Associates** ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant
 Project No. Bridge No. 46C-0300 Contract No. Bridge No. 46C-0300 **Participation Amount \$** \$326,066.72 **Date** 8/30/2018

| | |
|--------------------|--|
| For Combined Rate | Fringe Benefit % + General & Administrative% + Facilities Capital Cost of Money% = 143.54% Combined ICR % |
| OR | |
| For Home Office | Fringe Benefit % + General & Administrative% + Facilities Capital Cost of Money% = _____ Home Office ICR % |
| For Field Office | Fringe Benefit % + General & Administrative% + Facilities Capital Cost of Money% = _____ Field Office ICR % |
| FEE % = 10% | |

| BILLING INFORMATION | | | | CALCULATION INFORMATION | | | | | Billing Rate Range | |
|--|-----------------------------------|----------|--------|-------------------------------|------------|--|------------------|---|---------------------------------------|----------|
| Name/Job Title/Classification ¹ | Hourly Billing Rates ² | | | Effective date of hourly rate | | Actual or Avg. ³ hourly rate ³ | % or \$ increase | Hourly range - for classifications only | Billing Rate Range for classification | |
| | Straight | OT(1.5x) | OT(2x) | From | To | | | | | |
| Dennis Haglan, Project Director Principal Engineer | \$302.72 | N/C | N/C | 1/1/2018 | 12/31/2018 | \$113.00 | 0.00% | Not Applicable | Not Applicable | |
| | \$313.32 | N/C | N/C | 1/1/2019 | 12/31/2019 | \$116.96 | 3.50% | | | |
| | \$324.28 | N/C | N/C | 1/1/2020 | 12/31/2020 | \$121.05 | 3.50% | | | |
| | \$335.63 | N/C | N/C | 1/1/2021 | 12/31/2021 | \$125.29 | 3.50% | | | |
| | \$347.38 | N/C | N/C | 1/1/2022 | 12/31/2022 | \$129.67 | 3.50% | | | |
| Mike Pugh, Project Manager Principal Engineer | \$255.84 | N/C | N/C | 1/1/2018 | 12/31/2018 | \$95.50 | 0.00% | Not Applicable | Not Applicable | |
| | \$264.79 | N/C | N/C | 1/1/2019 | 12/31/2019 | \$98.84 | 3.50% | | | |
| | \$274.06 | N/C | N/C | 1/1/2020 | 12/31/2020 | \$102.30 | 3.50% | | | |
| | \$283.65 | N/C | N/C | 1/1/2021 | 12/31/2021 | \$105.88 | 3.50% | | | |
| | \$293.58 | N/C | N/C | 1/1/2022 | 12/31/2022 | \$109.59 | 3.50% | | | |
| Greg Gross, Deputy Project Manager Senior Engineer, Range D | \$190.20 | N/C | N/C | 1/1/2018 | 12/31/2018 | \$71.00 | 0.00% | Not Applicable | Not Applicable | |
| | \$196.86 | N/C | N/C | 1/1/2019 | 12/31/2019 | \$73.49 | 3.50% | | | |
| | \$203.75 | N/C | N/C | 1/1/2020 | 12/31/2020 | \$76.06 | 3.50% | | | |
| | \$210.88 | N/C | N/C | 1/1/2021 | 12/31/2021 | \$78.72 | 3.50% | | | |
| | \$218.26 | N/C | N/C | 1/1/2022 | 12/31/2022 | \$81.47 | 3.50% | | | |
| Administrative Assistant | \$75.00 | \$0.00 | \$0.00 | 1/1/2018 | 12/31/2018 | \$27.50 | 0.00% | \$19.67 | \$35.32 | \$53.65 |
| | \$77.62 | \$0.00 | \$0.00 | 1/1/2019 | 12/31/2019 | \$28.46 | 3.50% | \$20.36 | \$36.56 | \$55.53 |
| | \$80.34 | \$0.00 | \$0.00 | 1/1/2020 | 12/31/2020 | \$29.45 | 3.50% | \$21.07 | \$37.84 | \$57.47 |
| | \$83.15 | \$0.00 | \$0.00 | 1/1/2021 | 12/31/2021 | \$30.49 | 3.50% | \$21.81 | \$39.16 | \$59.49 |
| | \$86.06 | \$0.00 | \$0.00 | 1/1/2022 | 12/31/2022 | \$31.55 | 3.50% | \$22.57 | \$40.53 | \$61.57 |
| Administration | \$105.00 | \$0.00 | \$0.00 | 1/1/2018 | 12/31/2018 | \$38.49 | 0.00% | \$34.16 | \$42.83 | \$93.18 |
| | \$108.68 | \$0.00 | \$0.00 | 1/1/2019 | 12/31/2019 | \$39.84 | 3.50% | \$35.36 | \$44.33 | \$96.44 |
| | \$112.48 | \$0.00 | \$0.00 | 1/1/2020 | 12/31/2020 | \$41.24 | 3.50% | \$36.59 | \$45.88 | \$99.81 |
| | \$116.42 | \$0.00 | \$0.00 | 1/1/2021 | 12/31/2021 | \$42.68 | 3.50% | \$37.87 | \$47.49 | \$103.31 |
| | \$120.49 | \$0.00 | \$0.00 | 1/1/2022 | 12/31/2022 | \$44.17 | 3.50% | \$39.20 | \$49.15 | \$106.92 |

EXHIBIT 10-H2 COST PROPOSAL Form 1 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant **Drake Haglan and Associates**

☒ Prime Consultant

☐ Subconsultant

☐ 2nd Tier Subconsultant

Project No. Bridge No. 46C-0300 Contract No. Bridge No. 46C-0300 Date 8/30/2018

Participation Amount \$ \$326,066.72

| | | | | | | | | | | | |
|-------------------------|----------|--------|--------|----------|------------|---------|-------|---------|---------|----------|----------|
| Administration- Manager | \$130.00 | \$0.00 | \$0.00 | 1/1/2018 | 12/31/2018 | \$47.66 | 0.00% | \$44.82 | \$50.50 | \$122.25 | \$137.75 |
| | \$134.55 | \$0.00 | \$0.00 | 1/1/2019 | 12/31/2019 | \$49.33 | 3.50% | \$46.39 | \$52.27 | \$126.53 | \$142.57 |
| | \$139.26 | \$0.00 | \$0.00 | 1/1/2020 | 12/31/2020 | \$51.05 | 3.50% | \$48.01 | \$54.10 | \$130.96 | \$147.56 |
| | \$144.13 | \$0.00 | \$0.00 | 1/1/2021 | 12/31/2021 | \$52.84 | 3.50% | \$49.69 | \$55.99 | \$135.54 | \$152.72 |
| | \$149.18 | \$0.00 | \$0.00 | 1/1/2022 | 12/31/2022 | \$54.69 | 3.50% | \$51.43 | \$57.95 | \$140.29 | \$158.07 |
| CAD Technician I | \$70.00 | \$0.00 | \$0.00 | 1/1/2018 | 12/31/2018 | \$25.66 | 0.00% | \$22.77 | \$28.56 | \$62.11 | \$77.89 |
| | \$72.45 | \$0.00 | \$0.00 | 1/1/2019 | 12/31/2019 | \$26.56 | 3.50% | \$23.57 | \$29.56 | \$64.28 | \$80.62 |
| | \$74.99 | \$0.00 | \$0.00 | 1/1/2020 | 12/31/2020 | \$27.49 | 3.50% | \$24.39 | \$30.59 | \$66.53 | \$83.44 |
| | \$77.61 | \$0.00 | \$0.00 | 1/1/2021 | 12/31/2021 | \$28.45 | 3.50% | \$25.25 | \$31.66 | \$68.86 | \$86.36 |
| | \$80.33 | \$0.00 | \$0.00 | 1/1/2022 | 12/31/2022 | \$29.45 | 3.50% | \$26.13 | \$32.77 | \$71.27 | \$89.38 |
| CAD Technician II | \$108.00 | \$0.00 | \$0.00 | 1/1/2018 | 12/31/2018 | \$39.59 | 0.00% | \$27.00 | \$52.19 | \$73.65 | \$142.35 |
| | \$111.78 | \$0.00 | \$0.00 | 1/1/2019 | 12/31/2019 | \$40.98 | 3.50% | \$27.95 | \$54.02 | \$76.22 | \$147.34 |
| | \$115.69 | \$0.00 | \$0.00 | 1/1/2020 | 12/31/2020 | \$42.41 | 3.50% | \$28.92 | \$55.91 | \$78.89 | \$152.49 |
| | \$119.74 | \$0.00 | \$0.00 | 1/1/2021 | 12/31/2021 | \$43.90 | 3.50% | \$29.94 | \$57.86 | \$81.65 | \$157.83 |
| | \$123.93 | \$0.00 | \$0.00 | 1/1/2022 | 12/31/2022 | \$45.44 | 3.50% | \$30.98 | \$59.89 | \$84.51 | \$163.35 |
| CAD Technician III | \$119.00 | \$0.00 | \$0.00 | 1/1/2018 | 12/31/2018 | \$43.63 | 0.00% | \$31.05 | \$56.20 | \$84.69 | \$153.31 |
| | \$123.17 | \$0.00 | \$0.00 | 1/1/2019 | 12/31/2019 | \$45.15 | 3.50% | \$32.14 | \$58.17 | \$87.66 | \$158.67 |
| | \$127.48 | \$0.00 | \$0.00 | 1/1/2020 | 12/31/2020 | \$46.73 | 3.50% | \$33.26 | \$60.21 | \$90.73 | \$164.23 |
| | \$131.94 | \$0.00 | \$0.00 | 1/1/2021 | 12/31/2021 | \$48.37 | 3.50% | \$34.43 | \$62.32 | \$93.90 | \$169.97 |
| | \$136.56 | \$0.00 | \$0.00 | 1/1/2022 | 12/31/2022 | \$50.06 | 3.50% | \$35.63 | \$64.50 | \$97.19 | \$175.92 |
| Senior CAD Technician | \$128.00 | \$0.00 | \$0.00 | 1/1/2018 | 12/31/2018 | \$46.93 | 0.00% | \$39.00 | \$54.85 | \$106.38 | \$149.62 |
| | \$132.48 | \$0.00 | \$0.00 | 1/1/2019 | 12/31/2019 | \$48.57 | 3.50% | \$40.37 | \$56.77 | \$110.10 | \$154.86 |
| | \$137.12 | \$0.00 | \$0.00 | 1/1/2020 | 12/31/2020 | \$50.27 | 3.50% | \$41.78 | \$58.76 | \$113.96 | \$160.28 |
| | \$141.92 | \$0.00 | \$0.00 | 1/1/2021 | 12/31/2021 | \$52.03 | 3.50% | \$43.24 | \$60.82 | \$117.94 | \$165.89 |
| | \$146.88 | \$0.00 | \$0.00 | 1/1/2022 | 12/31/2022 | \$53.85 | 3.50% | \$44.75 | \$62.95 | \$122.07 | \$171.69 |
| CAD Designer | \$100.00 | \$0.00 | \$0.00 | 1/1/2018 | 12/31/2018 | \$36.66 | 0.00% | \$32.09 | \$41.23 | \$87.53 | \$112.47 |
| | \$103.50 | \$0.00 | \$0.00 | 1/1/2019 | 12/31/2019 | \$37.94 | 3.50% | \$33.21 | \$42.68 | \$90.59 | \$116.41 |
| | \$107.12 | \$0.00 | \$0.00 | 1/1/2020 | 12/31/2020 | \$39.27 | 3.50% | \$34.38 | \$44.17 | \$93.76 | \$120.48 |
| | \$110.87 | \$0.00 | \$0.00 | 1/1/2021 | 12/31/2021 | \$40.65 | 3.50% | \$35.58 | \$45.72 | \$97.05 | \$124.70 |
| | \$114.75 | \$0.00 | \$0.00 | 1/1/2022 | 12/31/2022 | \$42.07 | 3.50% | \$36.82 | \$47.32 | \$100.44 | \$129.06 |
| Senior CAD Designer | \$120.00 | \$0.00 | \$0.00 | 1/1/2018 | 12/31/2018 | \$43.99 | 0.00% | \$40.37 | \$47.62 | \$110.12 | \$129.88 |
| | \$124.20 | \$0.00 | \$0.00 | 1/1/2019 | 12/31/2019 | \$45.53 | 3.50% | \$41.78 | \$49.28 | \$113.97 | \$134.43 |
| | \$128.55 | \$0.00 | \$0.00 | 1/1/2020 | 12/31/2020 | \$47.13 | 3.50% | \$43.25 | \$51.01 | \$117.96 | \$139.14 |
| | \$133.05 | \$0.00 | \$0.00 | 1/1/2021 | 12/31/2021 | \$48.78 | 3.50% | \$44.76 | \$52.79 | \$122.09 | \$144.01 |
| | \$137.70 | \$0.00 | \$0.00 | 1/1/2022 | 12/31/2022 | \$50.48 | 3.50% | \$46.33 | \$54.64 | \$126.36 | \$149.05 |
| Senior Designer | \$113.00 | \$0.00 | \$0.00 | 1/1/2018 | 12/31/2018 | \$41.43 | 0.00% | \$35.19 | \$47.67 | \$95.99 | \$130.01 |
| | \$116.96 | \$0.00 | \$0.00 | 1/1/2019 | 12/31/2019 | \$42.88 | 3.50% | \$36.42 | \$49.33 | \$99.35 | \$134.56 |
| | \$121.05 | \$0.00 | \$0.00 | 1/1/2020 | 12/31/2020 | \$44.38 | 3.50% | \$37.70 | \$51.06 | \$102.82 | \$139.27 |
| | \$125.29 | \$0.00 | \$0.00 | 1/1/2021 | 12/31/2021 | \$45.93 | 3.50% | \$39.02 | \$52.85 | \$106.42 | \$144.15 |
| | \$129.67 | \$0.00 | \$0.00 | 1/1/2022 | 12/31/2022 | \$47.54 | 3.50% | \$40.38 | \$54.70 | \$110.15 | \$149.19 |

EXHIBIT 10-H2 COST PROPOSAL Form 1 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant **Drake Haglan and Associates**☒ Prime Consultant☐ Subconsultant☐ 2nd Tier Subconsultant

Project No. Bridge No. 46C-0300 Contract No. Bridge No. 46C-0300 Date 8/30/2018

Participation Amount \$ \$326,066.72

| | | | | | | | | | | | |
|------------------------------------|----------|----------|----------|----------|------------|---------|-------|---------|----------|----------|----------|
| CAD Manager | \$143.00 | \$0.00 | \$0.00 | 1/1/2018 | 12/31/2018 | \$52.43 | 0.00% | \$46.94 | \$57.91 | \$128.04 | \$157.96 |
| | \$148.01 | \$0.00 | \$0.00 | 1/1/2019 | 12/31/2019 | \$54.26 | 3.50% | \$48.58 | \$59.94 | \$132.52 | \$163.49 |
| | \$153.19 | \$0.00 | \$0.00 | 1/1/2020 | 12/31/2020 | \$56.16 | 3.50% | \$50.28 | \$62.04 | \$137.16 | \$169.22 |
| | \$158.55 | \$0.00 | \$0.00 | 1/1/2021 | 12/31/2021 | \$58.13 | 3.50% | \$52.04 | \$64.21 | \$141.96 | \$175.14 |
| Assistant Office Engineer | \$164.10 | \$0.00 | \$0.00 | 1/1/2022 | 12/31/2022 | \$60.16 | 3.50% | \$53.86 | \$66.46 | \$146.92 | \$181.27 |
| | \$89.00 | \$0.00 | \$0.00 | 1/1/2018 | 12/31/2018 | \$32.63 | 0.00% | \$28.98 | \$36.28 | \$79.05 | \$98.95 |
| | \$92.12 | \$0.00 | \$0.00 | 1/1/2019 | 12/31/2019 | \$33.77 | 3.50% | \$29.99 | \$37.55 | \$81.81 | \$102.42 |
| | \$95.34 | \$0.00 | \$0.00 | 1/1/2020 | 12/31/2020 | \$34.95 | 3.50% | \$31.04 | \$38.86 | \$84.68 | \$106.00 |
| Assistant Construction Inspector** | \$98.68 | \$0.00 | \$0.00 | 1/1/2021 | 12/31/2021 | \$36.18 | 3.50% | \$32.13 | \$40.22 | \$87.64 | \$109.71 |
| | \$102.13 | \$0.00 | \$0.00 | 1/1/2022 | 12/31/2022 | \$37.44 | 3.50% | \$33.26 | \$41.63 | \$90.71 | \$113.55 |
| | \$115.00 | \$178.24 | \$199.32 | 1/1/2018 | 12/31/2018 | \$42.16 | 0.00% | \$37.26 | \$47.06 | \$101.63 | \$128.37 |
| | \$119.03 | \$184.48 | \$206.30 | 1/1/2019 | 12/31/2019 | \$43.64 | 3.50% | \$38.56 | \$48.71 | \$105.19 | \$132.86 |
| Assistant Resident Engineer | \$123.19 | \$190.94 | \$213.52 | 1/1/2020 | 12/31/2020 | \$45.16 | 3.50% | \$39.91 | \$50.41 | \$108.87 | \$137.51 |
| | \$127.50 | \$197.62 | \$220.99 | 1/1/2021 | 12/31/2021 | \$46.74 | 3.50% | \$41.31 | \$52.18 | \$112.68 | \$142.32 |
| | \$131.97 | \$204.54 | \$228.73 | 1/1/2022 | 12/31/2022 | \$48.38 | 3.50% | \$42.76 | \$54.00 | \$116.63 | \$147.31 |
| | \$157.00 | \$243.34 | \$272.12 | 1/1/2018 | 12/31/2018 | \$51.56 | 0.00% | \$51.75 | \$63.37 | \$141.16 | \$172.84 |
| Office Engineer | \$162.50 | \$251.85 | \$281.64 | 1/1/2019 | 12/31/2019 | \$59.57 | 3.50% | \$53.56 | \$65.59 | \$146.10 | \$178.89 |
| | \$168.18 | \$260.67 | \$291.50 | 1/1/2020 | 12/31/2020 | \$61.66 | 3.50% | \$55.44 | \$67.88 | \$151.21 | \$185.16 |
| | \$174.07 | \$269.79 | \$301.70 | 1/1/2021 | 12/31/2021 | \$63.82 | 3.50% | \$57.38 | \$70.26 | \$156.50 | \$191.64 |
| | \$180.16 | \$279.24 | \$312.26 | 1/1/2022 | 12/31/2022 | \$66.05 | 3.50% | \$59.38 | \$72.72 | \$161.98 | \$198.34 |
| Construction Inspector** | \$122.00 | \$0.00 | \$0.00 | 1/1/2018 | 12/31/2018 | \$44.73 | 0.00% | \$35.19 | \$54.26 | \$95.99 | \$148.01 |
| | \$126.27 | \$0.00 | \$0.00 | 1/1/2019 | 12/31/2019 | \$46.29 | 3.50% | \$36.42 | \$56.16 | \$99.35 | \$153.19 |
| | \$130.69 | \$0.00 | \$0.00 | 1/1/2020 | 12/31/2020 | \$47.91 | 3.50% | \$37.70 | \$58.13 | \$102.82 | \$158.56 |
| | \$135.26 | \$0.00 | \$0.00 | 1/1/2021 | 12/31/2021 | \$49.59 | 3.50% | \$39.02 | \$60.16 | \$106.42 | \$164.11 |
| Resident Engineer | \$140.00 | \$0.00 | \$0.00 | 1/1/2022 | 12/31/2022 | \$51.33 | 3.50% | \$40.38 | \$62.27 | \$110.15 | \$169.85 |
| | \$167.00 | \$258.84 | \$289.45 | 1/1/2018 | 12/31/2018 | \$61.22 | 0.00% | \$42.44 | \$80.01 | \$115.76 | \$218.24 |
| | \$172.85 | \$267.90 | \$299.58 | 1/1/2019 | 12/31/2019 | \$63.37 | 3.50% | \$43.93 | \$82.81 | \$119.81 | \$225.88 |
| | \$178.89 | \$277.27 | \$310.07 | 1/1/2020 | 12/31/2020 | \$65.59 | 3.50% | \$45.46 | \$85.71 | \$124.01 | \$233.78 |
| Structure Representative | \$185.16 | \$286.98 | \$320.92 | 1/1/2021 | 12/31/2021 | \$67.88 | 3.50% | \$47.05 | \$88.71 | \$128.35 | \$241.97 |
| | \$191.64 | \$297.02 | \$332.15 | 1/1/2022 | 12/31/2022 | \$70.26 | 3.50% | \$48.70 | \$91.81 | \$132.84 | \$250.43 |
| | \$215.00 | \$333.23 | \$372.64 | 1/1/2018 | 12/31/2018 | \$78.82 | 0.00% | \$63.14 | \$94.50 | \$172.22 | \$257.78 |
| | \$222.53 | \$344.90 | \$385.69 | 1/1/2019 | 12/31/2019 | \$81.58 | 3.50% | \$65.35 | \$97.81 | \$178.25 | \$266.80 |
| Structure Representative | \$230.31 | \$356.97 | \$399.19 | 1/1/2020 | 12/31/2020 | \$84.44 | 3.50% | \$67.64 | \$101.24 | \$184.49 | \$276.14 |
| | \$238.37 | \$369.46 | \$413.16 | 1/1/2021 | 12/31/2021 | \$87.39 | 3.50% | \$70.00 | \$104.78 | \$190.95 | \$285.80 |
| | \$246.72 | \$382.39 | \$427.62 | 1/1/2022 | 12/31/2022 | \$90.45 | 3.50% | \$72.45 | \$108.45 | \$197.63 | \$295.80 |
| | \$218.00 | \$0.00 | \$0.00 | 1/1/2018 | 12/31/2018 | \$79.92 | 0.00% | \$60.03 | \$99.81 | \$163.74 | \$272.26 |
| Structure Representative | \$225.63 | \$0.00 | \$0.00 | 1/1/2019 | 12/31/2019 | \$82.72 | 3.50% | \$62.13 | \$103.31 | \$169.47 | \$281.79 |
| | \$233.53 | \$0.00 | \$0.00 | 1/1/2020 | 12/31/2020 | \$85.61 | 3.50% | \$64.31 | \$106.92 | \$175.40 | \$291.65 |
| | \$241.70 | \$0.00 | \$0.00 | 1/1/2021 | 12/31/2021 | \$88.61 | 3.50% | \$66.56 | \$110.67 | \$181.54 | \$301.86 |
| | \$250.16 | \$0.00 | \$0.00 | 1/1/2022 | 12/31/2022 | \$91.71 | 3.50% | \$68.89 | \$114.54 | \$187.90 | \$312.42 |

EXHIBIT 10-H2 COST PROPOSAL Form 1 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant **Drake Haglan and Associates**☒ Prime Consultant☐ Subconsultant☐ 2nd Tier SubconsultantProject No. Bridge No. 46C-0300 Contract No. Bridge No. 46C-0300 **Participation Amount \$ \$326,066.72** Date 8/30/2018

| | | | | | | | | | | | | |
|---------------------------------|----------|----------|----------|------------|------------|------------|----------|-------|----------|----------|----------|----------|
| Senior Office Engineer | \$149.00 | \$0.00 | \$0.00 | \$0.00 | 1/1/2018 | 12/31/2018 | \$54.63 | 0.00% | \$46.58 | \$62.67 | \$127.05 | \$170.95 |
| | \$154.22 | \$0.00 | \$0.00 | \$0.00 | 1/1/2019 | 12/31/2019 | \$56.54 | 3.50% | \$48.21 | \$64.87 | \$131.50 | \$176.93 |
| | \$159.61 | \$0.00 | \$0.00 | \$0.00 | 1/1/2020 | 12/31/2020 | \$58.52 | 3.50% | \$49.90 | \$67.14 | \$136.10 | \$183.12 |
| | \$165.20 | \$0.00 | \$0.00 | \$0.00 | 1/1/2021 | 12/31/2021 | \$60.56 | 3.50% | \$51.64 | \$69.49 | \$140.87 | \$189.53 |
| | \$170.98 | \$0.00 | \$0.00 | \$0.00 | 1/1/2022 | 12/31/2022 | \$62.68 | 3.50% | \$53.45 | \$71.92 | \$145.80 | \$196.16 |
| Senior Construction Inspector** | \$182.00 | \$282.09 | \$315.45 | \$1/1/2018 | 12/31/2018 | 12/31/2018 | \$66.72 | 0.00% | \$50.72 | \$82.73 | \$138.35 | \$225.65 |
| | \$188.37 | \$291.96 | \$326.49 | 1/1/2019 | 12/31/2019 | 12/31/2019 | \$69.06 | 3.50% | \$52.50 | \$85.62 | \$143.19 | \$233.55 |
| | \$194.96 | \$302.18 | \$337.92 | 1/1/2020 | 12/31/2020 | 12/31/2020 | \$71.48 | 3.50% | \$54.33 | \$88.62 | \$148.20 | \$241.73 |
| | \$201.79 | \$312.75 | \$349.74 | 1/1/2021 | 12/31/2021 | 12/31/2021 | \$73.98 | 3.50% | \$56.23 | \$91.72 | \$153.39 | \$250.19 |
| | \$208.85 | \$323.70 | \$361.98 | 1/1/2022 | 12/31/2022 | 12/31/2022 | \$76.57 | 3.50% | \$58.20 | \$94.93 | \$158.76 | \$258.94 |
| Senior Resident Engineer | \$260.00 | \$402.98 | \$450.64 | 1/1/2018 | 12/31/2018 | 12/31/2018 | \$95.32 | 0.00% | \$87.98 | \$102.66 | \$239.98 | \$280.02 |
| | \$269.10 | \$417.08 | \$466.41 | 1/1/2019 | 12/31/2019 | 12/31/2019 | \$98.66 | 3.50% | \$91.06 | \$106.25 | \$248.38 | \$289.82 |
| | \$278.52 | \$431.68 | \$482.74 | 1/1/2020 | 12/31/2020 | 12/31/2020 | \$102.11 | 3.50% | \$94.25 | \$109.97 | \$257.07 | \$299.97 |
| | \$288.27 | \$446.79 | \$499.63 | 1/1/2021 | 12/31/2021 | 12/31/2021 | \$105.68 | 3.50% | \$97.54 | \$113.82 | \$266.07 | \$310.46 |
| | \$298.36 | \$462.43 | \$517.12 | 1/1/2022 | 12/31/2022 | 12/31/2022 | \$109.38 | 3.50% | \$100.96 | \$117.81 | \$275.38 | \$321.33 |
| Construction Manager | \$250.00 | \$0.00 | \$0.00 | 1/1/2018 | 12/31/2018 | 12/31/2018 | \$91.65 | 0.00% | \$64.17 | \$119.14 | \$175.03 | \$324.97 |
| | \$258.75 | \$0.00 | \$0.00 | 1/1/2019 | 12/31/2019 | 12/31/2019 | \$94.86 | 3.50% | \$66.42 | \$123.31 | \$181.16 | \$336.34 |
| | \$267.81 | \$0.00 | \$0.00 | 1/1/2020 | 12/31/2020 | 12/31/2020 | \$98.18 | 3.50% | \$68.74 | \$127.62 | \$187.50 | \$348.11 |
| | \$277.18 | \$0.00 | \$0.00 | 1/1/2021 | 12/31/2021 | 12/31/2021 | \$101.62 | 3.50% | \$71.15 | \$132.09 | \$194.06 | \$360.30 |
| | \$286.88 | \$0.00 | \$0.00 | 1/1/2022 | 12/31/2022 | 12/31/2022 | \$105.18 | 3.50% | \$73.64 | \$136.71 | \$200.85 | \$372.91 |
| Engineering Technician | \$60.00 | \$0.00 | \$0.00 | 1/1/2018 | 12/31/2018 | 12/31/2018 | \$22.00 | 0.00% | \$16.00 | \$27.99 | \$43.64 | \$76.36 |
| | \$62.10 | \$0.00 | \$0.00 | 1/1/2019 | 12/31/2019 | 12/31/2019 | \$22.77 | 3.50% | \$16.56 | \$28.97 | \$45.17 | \$79.03 |
| | \$64.27 | \$0.00 | \$0.00 | 1/1/2020 | 12/31/2020 | 12/31/2020 | \$23.56 | 3.50% | \$17.14 | \$29.99 | \$46.75 | \$81.80 |
| | \$66.52 | \$0.00 | \$0.00 | 1/1/2021 | 12/31/2021 | 12/31/2021 | \$24.39 | 3.50% | \$17.74 | \$31.04 | \$48.39 | \$84.66 |
| | \$68.85 | \$0.00 | \$0.00 | 1/1/2022 | 12/31/2022 | 12/31/2022 | \$25.24 | 3.50% | \$18.36 | \$32.12 | \$50.08 | \$87.62 |
| Assistant Engineer, Range A | \$103.00 | \$0.00 | \$0.00 | 1/1/2018 | 12/31/2018 | 12/31/2018 | \$37.76 | 0.00% | \$32.09 | \$43.43 | \$87.53 | \$118.47 |
| | \$106.61 | \$0.00 | \$0.00 | 1/1/2019 | 12/31/2019 | 12/31/2019 | \$39.08 | 3.50% | \$33.21 | \$44.95 | \$90.59 | \$122.62 |
| | \$110.34 | \$0.00 | \$0.00 | 1/1/2020 | 12/31/2020 | 12/31/2020 | \$40.45 | 3.50% | \$34.38 | \$46.53 | \$93.76 | \$126.91 |
| | \$114.20 | \$0.00 | \$0.00 | 1/1/2021 | 12/31/2021 | 12/31/2021 | \$41.87 | 3.50% | \$35.58 | \$48.15 | \$97.05 | \$131.35 |
| | \$118.19 | \$0.00 | \$0.00 | 1/1/2022 | 12/31/2022 | 12/31/2022 | \$43.33 | 3.50% | \$36.82 | \$49.84 | \$100.44 | \$135.95 |
| Assistant Engineer, Range B | \$120.00 | \$0.00 | \$0.00 | 1/1/2018 | 12/31/2018 | 12/31/2018 | \$43.99 | 0.00% | \$42.44 | \$45.55 | \$115.76 | \$124.24 |
| | \$124.20 | \$0.00 | \$0.00 | 1/1/2019 | 12/31/2019 | 12/31/2019 | \$45.53 | 3.50% | \$43.93 | \$47.14 | \$119.81 | \$128.59 |
| | \$128.55 | \$0.00 | \$0.00 | 1/1/2020 | 12/31/2020 | 12/31/2020 | \$47.13 | 3.50% | \$45.46 | \$48.79 | \$124.01 | \$133.09 |
| | \$133.05 | \$0.00 | \$0.00 | 1/1/2021 | 12/31/2021 | 12/31/2021 | \$48.78 | 3.50% | \$47.05 | \$50.50 | \$128.35 | \$137.75 |
| | \$137.70 | \$0.00 | \$0.00 | 1/1/2022 | 12/31/2022 | 12/31/2022 | \$50.48 | 3.50% | \$48.70 | \$52.27 | \$132.84 | \$142.57 |
| Associate Engineer | \$164.00 | \$0.00 | \$0.00 | 1/1/2018 | 12/31/2018 | 12/31/2018 | \$60.13 | 0.00% | \$56.93 | \$63.32 | \$155.29 | \$172.71 |
| | \$169.74 | \$0.00 | \$0.00 | 1/1/2019 | 12/31/2019 | 12/31/2019 | \$62.23 | 3.50% | \$58.92 | \$65.54 | \$160.72 | \$178.76 |
| | \$175.68 | \$0.00 | \$0.00 | 1/1/2020 | 12/31/2020 | 12/31/2020 | \$64.41 | 3.50% | \$60.98 | \$67.83 | \$166.35 | \$185.02 |
| | \$181.83 | \$0.00 | \$0.00 | 1/1/2021 | 12/31/2021 | 12/31/2021 | \$66.66 | 3.50% | \$63.12 | \$70.20 | \$172.17 | \$191.49 |
| | \$188.19 | \$0.00 | \$0.00 | 1/1/2022 | 12/31/2022 | 12/31/2022 | \$68.99 | 3.50% | \$65.33 | \$72.66 | \$178.19 | \$198.19 |

EXHIBIT 10-H2 COST PROPOSAL Form 1 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant **Drake Haglan and Associates**☒ Prime Consultant☐ Subconsultant☐ 2nd Tier Subconsultant

Project No. Bridge No. 46C-0300 Contract No. Bridge No. 46C-0300 Date 8/30/2018

Participation Amount \$ \$326,066.72

| | | | | | | | | | | | |
|--------------------------|----------|--------|--------|----------|------------|----------|-------|----------|----------|----------|----------|
| Engineer, Range A | \$127.00 | \$0.00 | \$0.00 | 1/1/2018 | 12/31/2018 | \$46.56 | 0.00% | \$43.47 | \$49.65 | \$118.57 | \$135.43 |
| | \$131.45 | \$0.00 | \$0.00 | 1/1/2019 | 12/31/2019 | \$48.19 | 3.50% | \$44.99 | \$51.39 | \$122.72 | \$140.17 |
| | \$136.05 | \$0.00 | \$0.00 | 1/1/2020 | 12/31/2020 | \$49.88 | 3.50% | \$46.57 | \$53.19 | \$127.02 | \$145.08 |
| | \$140.81 | \$0.00 | \$0.00 | 1/1/2021 | 12/31/2021 | \$51.62 | 3.50% | \$48.20 | \$55.05 | \$131.46 | \$150.15 |
| Engineer, Range B | \$145.74 | \$0.00 | \$0.00 | 1/1/2022 | 12/31/2022 | \$53.43 | 3.50% | \$49.88 | \$56.98 | \$136.06 | \$155.41 |
| | \$141.00 | \$0.00 | \$0.00 | 1/1/2018 | 12/31/2018 | \$51.69 | 0.00% | \$46.58 | \$56.81 | \$127.05 | \$154.95 |
| | \$145.94 | \$0.00 | \$0.00 | 1/1/2019 | 12/31/2019 | \$53.50 | 3.50% | \$48.21 | \$58.79 | \$131.50 | \$160.37 |
| | \$151.04 | \$0.00 | \$0.00 | 1/1/2020 | 12/31/2020 | \$55.37 | 3.50% | \$49.90 | \$60.85 | \$136.10 | \$165.98 |
| Engineer, Range C | \$156.33 | \$0.00 | \$0.00 | 1/1/2021 | 12/31/2021 | \$57.31 | 3.50% | \$51.64 | \$62.98 | \$140.87 | \$171.79 |
| | \$161.80 | \$0.00 | \$0.00 | 1/1/2022 | 12/31/2022 | \$59.32 | 3.50% | \$53.45 | \$65.19 | \$145.80 | \$177.80 |
| | \$154.00 | \$0.00 | \$0.00 | 1/1/2018 | 12/31/2018 | \$56.46 | 0.00% | \$53.82 | \$59.10 | \$146.80 | \$161.20 |
| | \$159.39 | \$0.00 | \$0.00 | 1/1/2019 | 12/31/2019 | \$58.43 | 3.50% | \$55.70 | \$61.17 | \$151.94 | \$166.84 |
| Senior Engineer, Range A | \$164.97 | \$0.00 | \$0.00 | 1/1/2020 | 12/31/2020 | \$60.48 | 3.50% | \$57.65 | \$63.31 | \$157.26 | \$172.68 |
| | \$170.74 | \$0.00 | \$0.00 | 1/1/2021 | 12/31/2021 | \$62.60 | 3.50% | \$59.67 | \$65.52 | \$162.76 | \$178.72 |
| | \$176.72 | \$0.00 | \$0.00 | 1/1/2022 | 12/31/2022 | \$64.79 | 3.50% | \$61.76 | \$67.82 | \$168.46 | \$184.98 |
| | \$168.00 | \$0.00 | \$0.00 | 1/1/2018 | 12/31/2018 | \$61.59 | 0.00% | \$51.75 | \$71.43 | \$141.16 | \$194.84 |
| Senior Engineer, Range B | \$173.88 | \$0.00 | \$0.00 | 1/1/2019 | 12/31/2019 | \$63.75 | 3.50% | \$53.56 | \$73.93 | \$146.10 | \$201.66 |
| | \$179.97 | \$0.00 | \$0.00 | 1/1/2020 | 12/31/2020 | \$65.98 | 3.50% | \$55.44 | \$76.52 | \$151.21 | \$208.72 |
| | \$186.26 | \$0.00 | \$0.00 | 1/1/2021 | 12/31/2021 | \$68.29 | 3.50% | \$57.38 | \$79.20 | \$156.50 | \$216.03 |
| | \$192.78 | \$0.00 | \$0.00 | 1/1/2022 | 12/31/2022 | \$70.68 | 3.50% | \$59.38 | \$81.97 | \$161.98 | \$223.59 |
| Senior Engineer, Range C | \$182.00 | \$0.00 | \$0.00 | 1/1/2018 | 12/31/2018 | \$66.72 | 0.00% | \$60.03 | \$73.42 | \$163.74 | \$200.26 |
| | \$188.37 | \$0.00 | \$0.00 | 1/1/2019 | 12/31/2019 | \$69.06 | 3.50% | \$62.13 | \$75.99 | \$169.47 | \$207.27 |
| | \$194.96 | \$0.00 | \$0.00 | 1/1/2020 | 12/31/2020 | \$71.48 | 3.50% | \$64.31 | \$78.65 | \$175.40 | \$214.52 |
| | \$201.79 | \$0.00 | \$0.00 | 1/1/2021 | 12/31/2021 | \$73.98 | 3.50% | \$66.56 | \$81.40 | \$181.54 | \$222.03 |
| Senior Engineer, Range D | \$208.85 | \$0.00 | \$0.00 | 1/1/2022 | 12/31/2022 | \$76.57 | 3.50% | \$68.89 | \$84.25 | \$187.90 | \$229.80 |
| | \$200.00 | \$0.00 | \$0.00 | 1/1/2018 | 12/31/2018 | \$73.32 | 0.00% | \$63.50 | \$83.15 | \$173.21 | \$226.79 |
| | \$207.00 | \$0.00 | \$0.00 | 1/1/2019 | 12/31/2019 | \$75.89 | 3.50% | \$65.72 | \$86.06 | \$179.27 | \$234.73 |
| | \$214.25 | \$0.00 | \$0.00 | 1/1/2020 | 12/31/2020 | \$78.55 | 3.50% | \$68.02 | \$89.07 | \$185.54 | \$242.95 |
| Principal Engineer | \$221.74 | \$0.00 | \$0.00 | 1/1/2021 | 12/31/2021 | \$81.29 | 3.50% | \$70.40 | \$92.19 | \$192.04 | \$251.45 |
| | \$229.50 | \$0.00 | \$0.00 | 1/1/2022 | 12/31/2022 | \$84.14 | 3.50% | \$72.87 | \$95.41 | \$198.76 | \$260.25 |
| | \$256.00 | \$0.00 | \$0.00 | 1/1/2018 | 12/31/2018 | \$93.85 | 0.00% | \$72.45 | \$115.26 | \$197.62 | \$314.38 |
| | \$264.96 | \$0.00 | \$0.00 | 1/1/2019 | 12/31/2019 | \$97.14 | 3.50% | \$74.99 | \$119.29 | \$204.53 | \$325.39 |
| Principal Engineer | \$274.23 | \$0.00 | \$0.00 | 1/1/2020 | 12/31/2020 | \$100.54 | 3.50% | \$77.61 | \$123.47 | \$211.69 | \$336.77 |
| | \$283.83 | \$0.00 | \$0.00 | 1/1/2021 | 12/31/2021 | \$104.06 | 3.50% | \$80.33 | \$127.79 | \$219.10 | \$348.56 |
| | \$293.77 | \$0.00 | \$0.00 | 1/1/2022 | 12/31/2022 | \$107.70 | 3.50% | \$83.14 | \$132.26 | \$226.77 | \$360.76 |
| | \$289.00 | \$0.00 | \$0.00 | 1/1/2018 | 12/31/2018 | \$105.95 | 0.00% | \$92.63 | \$119.27 | \$252.66 | \$325.34 |
| Principal Engineer | \$299.12 | \$0.00 | \$0.00 | 1/1/2019 | 12/31/2019 | \$109.66 | 3.50% | \$95.87 | \$123.45 | \$261.51 | \$336.72 |
| | \$309.58 | \$0.00 | \$0.00 | 1/1/2020 | 12/31/2020 | \$113.50 | 3.50% | \$99.23 | \$127.77 | \$270.66 | \$348.51 |
| | \$320.42 | \$0.00 | \$0.00 | 1/1/2021 | 12/31/2021 | \$117.47 | 3.50% | \$102.70 | \$132.24 | \$280.13 | \$360.71 |
| | \$331.63 | \$0.00 | \$0.00 | 1/1/2022 | 12/31/2022 | \$121.58 | 3.50% | \$106.30 | \$136.87 | \$289.94 | \$373.33 |

EXHIBIT 10-H2 COST PROPOSAL Form 1 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant **Drake Haglan and Associates**☒ Prime Consultant☐ Subconsultant☐ 2nd Tier Subconsultant

Project No. Bridge No. 46C-0300 Contract No. Bridge No. 46C-0300 Date 8/30/2018

Participation Amount \$ 3326,066.72

| | | | | | | | | | | | |
|----------------------------------|----------|--------|--------|----------|------------|---------|-------|---------|----------|----------|----------|
| Assistant Environmental Planner | \$80.00 | \$0.00 | \$0.00 | 1/1/2018 | 12/31/2018 | \$29.33 | 0.00% | \$22.77 | \$35.89 | \$62.11 | \$97.89 |
| | \$82.80 | \$0.00 | \$0.00 | 1/1/2019 | 12/31/2019 | \$30.36 | 3.50% | \$23.57 | \$37.14 | \$64.28 | \$101.32 |
| | \$85.70 | \$0.00 | \$0.00 | 1/1/2020 | 12/31/2020 | \$31.42 | 3.50% | \$24.39 | \$38.44 | \$66.53 | \$104.86 |
| | \$88.70 | \$0.00 | \$0.00 | 1/1/2021 | 12/31/2021 | \$32.52 | 3.50% | \$25.25 | \$39.79 | \$68.86 | \$108.53 |
| | \$91.80 | \$0.00 | \$0.00 | 1/1/2022 | 12/31/2022 | \$33.66 | 3.50% | \$26.13 | \$41.18 | \$71.27 | \$112.33 |
| Environmental Planner | \$115.00 | \$0.00 | \$0.00 | 1/1/2018 | 12/31/2018 | \$42.16 | 0.00% | \$35.19 | \$49.13 | \$95.99 | \$134.01 |
| | \$119.03 | \$0.00 | \$0.00 | 1/1/2019 | 12/31/2019 | \$43.64 | 3.50% | \$36.42 | \$50.85 | \$99.35 | \$138.70 |
| | \$123.19 | \$0.00 | \$0.00 | 1/1/2020 | 12/31/2020 | \$45.16 | 3.50% | \$37.70 | \$52.63 | \$102.82 | \$143.56 |
| | \$127.50 | \$0.00 | \$0.00 | 1/1/2021 | 12/31/2021 | \$46.74 | 3.50% | \$39.02 | \$54.47 | \$106.42 | \$148.58 |
| | \$131.97 | \$0.00 | \$0.00 | 1/1/2022 | 12/31/2022 | \$48.38 | 3.50% | \$40.38 | \$56.38 | \$110.15 | \$153.78 |
| Environmental Planner- Biologist | \$115.00 | \$0.00 | \$0.00 | 1/1/2018 | 12/31/2018 | \$42.16 | 0.00% | \$36.00 | \$48.32 | \$98.20 | \$131.80 |
| | \$119.03 | \$0.00 | \$0.00 | 1/1/2019 | 12/31/2019 | \$43.64 | 3.50% | \$37.26 | \$50.01 | \$101.63 | \$136.42 |
| | \$123.19 | \$0.00 | \$0.00 | 1/1/2020 | 12/31/2020 | \$45.16 | 3.50% | \$38.56 | \$51.76 | \$105.19 | \$141.19 |
| | \$127.50 | \$0.00 | \$0.00 | 1/1/2021 | 12/31/2021 | \$46.74 | 3.50% | \$39.91 | \$53.58 | \$108.87 | \$146.13 |
| | \$131.97 | \$0.00 | \$0.00 | 1/1/2022 | 12/31/2022 | \$48.38 | 3.50% | \$41.31 | \$55.45 | \$112.68 | \$151.25 |
| Environmental Specialist | \$120.00 | \$0.00 | \$0.00 | 1/1/2018 | 12/31/2018 | \$43.99 | 0.00% | \$35.19 | \$52.80 | \$95.99 | \$144.01 |
| | \$124.20 | \$0.00 | \$0.00 | 1/1/2019 | 12/31/2019 | \$45.53 | 3.50% | \$36.42 | \$54.65 | \$99.35 | \$149.05 |
| | \$128.55 | \$0.00 | \$0.00 | 1/1/2020 | 12/31/2020 | \$47.13 | 3.50% | \$37.70 | \$56.56 | \$102.82 | \$154.27 |
| | \$133.05 | \$0.00 | \$0.00 | 1/1/2021 | 12/31/2021 | \$48.78 | 3.50% | \$39.02 | \$58.54 | \$106.42 | \$159.67 |
| | \$137.70 | \$0.00 | \$0.00 | 1/1/2022 | 12/31/2022 | \$50.48 | 3.50% | \$40.38 | \$60.59 | \$110.15 | \$165.26 |
| Senior Environmental Planner | \$155.00 | \$0.00 | \$0.00 | 1/1/2018 | 12/31/2018 | \$56.83 | 0.00% | \$39.33 | \$74.32 | \$107.28 | \$202.72 |
| | \$160.43 | \$0.00 | \$0.00 | 1/1/2019 | 12/31/2019 | \$58.81 | 3.50% | \$40.71 | \$76.92 | \$111.03 | \$209.82 |
| | \$166.04 | \$0.00 | \$0.00 | 1/1/2020 | 12/31/2020 | \$60.87 | 3.50% | \$42.13 | \$79.61 | \$114.92 | \$217.16 |
| | \$171.85 | \$0.00 | \$0.00 | 1/1/2021 | 12/31/2021 | \$63.00 | 3.50% | \$43.61 | \$82.40 | \$118.94 | \$224.76 |
| | \$177.87 | \$0.00 | \$0.00 | 1/1/2022 | 12/31/2022 | \$65.21 | 3.50% | \$45.13 | \$85.29 | \$123.10 | \$232.63 |
| Senior Environmental Specialist | \$180.00 | \$0.00 | \$0.00 | 1/1/2018 | 12/31/2018 | \$65.99 | 0.00% | \$39.33 | \$92.65 | \$107.28 | \$252.72 |
| | \$186.30 | \$0.00 | \$0.00 | 1/1/2019 | 12/31/2019 | \$68.30 | 3.50% | \$40.71 | \$95.89 | \$111.03 | \$261.57 |
| | \$192.82 | \$0.00 | \$0.00 | 1/1/2020 | 12/31/2020 | \$70.69 | 3.50% | \$42.13 | \$99.25 | \$114.92 | \$270.72 |
| | \$199.57 | \$0.00 | \$0.00 | 1/1/2021 | 12/31/2021 | \$73.17 | 3.50% | \$43.61 | \$102.72 | \$118.94 | \$280.20 |
| | \$206.55 | \$0.00 | \$0.00 | 1/1/2022 | 12/31/2022 | \$75.73 | 3.50% | \$45.13 | \$106.32 | \$123.10 | \$290.00 |
| Environmental Service Manager | \$190.00 | \$0.00 | \$0.00 | 1/1/2018 | 12/31/2018 | \$69.66 | 0.00% | \$44.51 | \$94.80 | \$121.41 | \$258.59 |
| | \$196.65 | \$0.00 | \$0.00 | 1/1/2019 | 12/31/2019 | \$72.10 | 3.50% | \$46.07 | \$98.12 | \$125.66 | \$267.64 |
| | \$203.53 | \$0.00 | \$0.00 | 1/1/2020 | 12/31/2020 | \$74.62 | 3.50% | \$47.68 | \$101.56 | \$130.05 | \$277.01 |
| | \$210.66 | \$0.00 | \$0.00 | 1/1/2021 | 12/31/2021 | \$77.23 | 3.50% | \$49.35 | \$105.11 | \$134.61 | \$286.71 |
| | \$218.03 | \$0.00 | \$0.00 | 1/1/2022 | 12/31/2022 | \$79.93 | 3.50% | \$51.08 | \$108.79 | \$139.32 | \$296.74 |
| Assistant Project Coordinator | \$60.00 | \$0.00 | \$0.00 | 1/1/2018 | 12/31/2018 | \$22.00 | 0.00% | \$15.53 | \$28.46 | \$42.36 | \$77.64 |
| | \$62.10 | \$0.00 | \$0.00 | 1/1/2019 | 12/31/2019 | \$22.77 | 3.50% | \$16.07 | \$29.46 | \$43.84 | \$80.36 |
| | \$64.27 | \$0.00 | \$0.00 | 1/1/2020 | 12/31/2020 | \$23.56 | 3.50% | \$16.64 | \$30.49 | \$45.38 | \$83.17 |
| | \$66.52 | \$0.00 | \$0.00 | 1/1/2021 | 12/31/2021 | \$24.39 | 3.50% | \$17.22 | \$31.56 | \$46.97 | \$86.08 |
| | \$68.85 | \$0.00 | \$0.00 | 1/1/2022 | 12/31/2022 | \$25.24 | 3.50% | \$17.82 | \$32.66 | \$48.61 | \$89.09 |

EXHIBIT 10-H2 COST PROPOSAL Form 1 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant **Drake Haglan and Associates**☒ Prime Consultant☐ Subconsultant☐ 2nd Tier SubconsultantProject No. Bridge No. 46C-0300 Contract No. Bridge No. 46C-0300 **Participation Amount \$** \$326,066.72 Date 8/30/2018

| | | | | | | | | | | | |
|----------------------------|----------|--------|--------|----------|------------|---------|-------|---------|---------|----------|----------|
| Project Coordinator | \$125.00 | \$0.00 | \$0.00 | 1/1/2018 | 12/31/2018 | \$45.83 | 0.00% | \$24.29 | \$67.36 | \$66.25 | \$183.75 |
| | \$129.38 | \$0.00 | \$0.00 | 1/1/2019 | 12/31/2019 | \$47.43 | 3.50% | \$25.14 | \$69.72 | \$68.57 | \$190.18 |
| | \$133.90 | \$0.00 | \$0.00 | 1/1/2020 | 12/31/2020 | \$49.09 | 3.50% | \$26.02 | \$72.16 | \$70.97 | \$196.83 |
| | \$138.59 | \$0.00 | \$0.00 | 1/1/2021 | 12/31/2021 | \$50.81 | 3.50% | \$26.93 | \$74.69 | \$73.46 | \$203.72 |
| | \$143.44 | \$0.00 | \$0.00 | 1/1/2022 | 12/31/2022 | \$52.59 | 3.50% | \$27.87 | \$77.30 | \$76.03 | \$210.85 |
| Senior Project Coordinator | \$140.00 | \$0.00 | \$0.00 | 1/1/2018 | 12/31/2018 | \$51.33 | 0.00% | \$31.26 | \$71.39 | \$85.27 | \$194.73 |
| | \$144.90 | \$0.00 | \$0.00 | 1/1/2019 | 12/31/2019 | \$53.12 | 3.50% | \$32.35 | \$73.89 | \$88.25 | \$201.55 |
| | \$149.97 | \$0.00 | \$0.00 | 1/1/2020 | 12/31/2020 | \$54.98 | 3.50% | \$33.49 | \$76.48 | \$91.34 | \$208.60 |
| | \$155.22 | \$0.00 | \$0.00 | 1/1/2021 | 12/31/2021 | \$56.91 | 3.50% | \$34.66 | \$79.15 | \$94.54 | \$215.90 |
| | \$160.65 | \$0.00 | \$0.00 | 1/1/2022 | 12/31/2022 | \$58.90 | 3.50% | \$35.87 | \$81.92 | \$97.85 | \$223.46 |
| Public Relations Manager | \$130.00 | \$0.00 | \$0.00 | 1/1/2018 | 12/31/2018 | \$47.66 | 0.00% | \$42.44 | \$52.88 | \$115.76 | \$144.24 |
| | \$134.55 | \$0.00 | \$0.00 | 1/1/2019 | 12/31/2019 | \$49.33 | 3.50% | \$43.93 | \$54.73 | \$119.81 | \$149.29 |
| | \$139.26 | \$0.00 | \$0.00 | 1/1/2020 | 12/31/2020 | \$51.05 | 3.50% | \$45.46 | \$56.65 | \$124.01 | \$154.51 |
| | \$144.13 | \$0.00 | \$0.00 | 1/1/2021 | 12/31/2021 | \$52.84 | 3.50% | \$47.05 | \$58.63 | \$128.35 | \$159.92 |
| | \$149.18 | \$0.00 | \$0.00 | 1/1/2022 | 12/31/2022 | \$54.69 | 3.50% | \$48.70 | \$60.68 | \$132.84 | \$165.52 |

1. Key Personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The Cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ICR) * (1+Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognized agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL FORM 2 OF 3**SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)**

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant 0 ☐ Prime Consultant ☒ SubconsultantProject No. Bridge No. 46C-0300 Contract No. TBD Date 8/30/2018

| SCHEDULE OF OTHER DIRECT COST ITEMS | | | | |
|--|-----------------|-------------|---------------------|--------------------|
| PRIME CONSULTANT | | | | |
| DESCRIPTION OF ITEMS | Quantity | Unit | Unit Cost | Total |
| Outside Vendor Printing and Reproduction | | EA | Actual | |
| U.S. Mail | | EA | Actual | |
| Overnight Mail Service | | EA | Actual | |
| Personal Vehicle | 2500 | Mile | \$0.55 | \$1,362.50 |
| Rental Vehicle & Gas | | Day | Actual | |
| Tolls & Parking | | EA | Actual | |
| Per Diem | 3 | Day | At current GSA Rate | \$330.00 |
| Research Fees | | EA | Actual | |
| EDR Record Search | 1 | EA | \$350.00 | \$350.00 |
| | | | | |
| Subconsultant 2: Avila and Associates | | | | \$28,869.20 |
| Subconsultant 3: BSK | | | | \$38,509.76 |
| Subconsultant 4: ESP | | | | \$28,787.34 |
| Subconsultant 5: LSA | | | | \$10,846.53 |
| Total: | | | | \$98,208.81 |

Note: Add Additional pages if necessary.

IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.

| | |
|--------------------|-------------|
| TOTAL PROJECT COST | \$28,869.20 |
|--------------------|-------------|

EXHIBIT 10-H2 COST PROPOSAL Form 1 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant **Avila & Associates** ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant
Project No. Bridge No. 46C-0300 Contract No. Ave. 108 Lakeland Canal Participation Amount \$ \$28,869.20 Date 8/30/2018

| | | | |
|--------------------|--|---|-----------------------|
| For Combined Rate | Fringe Benefit % + General & Administrative% + Facilities Capital Cost of Money% | = | 91.50% Combined ICR % |
| OR | | | |
| For Home Office | Fringe Benefit % + General & Administrative% + Facilities Capital Cost of Money% | = | Home Office ICR % |
| For Field Office | Fringe Benefit % + General & Administrative% + Facilities Capital Cost of Money% | = | Field Office ICR % |
| FEE % = 10% | | | |

| BILLING INFORMATION | | | | CALCULATION INFORMATION | | | | | |
|--|-----------------------------------|----------|--------|-------------------------------|------------|---|------------------|---|---------------------------------------|
| Name/Job Title/Classification ¹ | Hourly Billing Rates ² | | | Effective date of hourly rate | | Actual or Avg. hourly rate ³ | % or \$ increase | Hourly range - for classifications only | Billing Rate Range for classification |
| | Straight | OT(1.5x) | OT(2x) | From | To | | | | |
| Cathy Avila | \$185.29 | N/C | N/C | 1/1/2018 | 12/31/2018 | \$87.96 | 0.00% | Not Applicable | Not Applicable |
| Project Manager | \$185.29 | N/C | N/C | 1/1/2019 | 12/31/2019 | \$87.96 | 0.00% | | |
| | \$185.29 | N/C | N/C | 1/1/2020 | 12/31/2020 | \$87.96 | 0.00% | | |
| | \$185.29 | N/C | N/C | 1/1/2021 | 12/31/2021 | \$87.96 | 0.00% | | |
| | \$185.29 | N/C | N/C | 1/1/2022 | 12/31/2022 | \$87.96 | 0.00% | | |
| Todd Remington | \$132.14 | N/C | N/C | 1/1/2018 | 12/31/2018 | \$62.73 | 0.00% | Not Applicable | Not Applicable |
| Sr. Civil Engineer | \$132.14 | N/C | N/C | 1/1/2019 | 12/31/2019 | \$62.73 | 0.00% | | |
| | \$132.14 | N/C | N/C | 1/1/2020 | 12/31/2020 | \$62.73 | 0.00% | | |
| | \$132.14 | N/C | N/C | 1/1/2021 | 12/31/2021 | \$62.73 | 0.00% | | |
| | \$132.14 | N/C | N/C | 1/1/2022 | 12/31/2022 | \$62.73 | 0.00% | | |

EXHIBIT 10-H2 COST PROPOSAL Form 1 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant **Avila & Associates**

☐ Prime Consultant

☒ Subconsultant

☐ 2nd Tier Subconsultant

Project No. _____ Bridge No. 46C-0300

Contract No. _____ Ave. 108 Lakeland Canal

Bridge

Date 8/30/2018

Participation Amount \$ \$28,869.20

| | | | | | | | | | |
|--|----------|-----|-----|----------|------------|---------|-------|----------------|----------------|
| Rachel Spadatore Environmental Services Manager | \$127.13 | N/C | N/C | 1/1/2018 | 12/31/2018 | \$60.35 | 0.00% | Not Applicable | Not Applicable |
| | \$127.13 | N/C | N/C | 1/1/2019 | 12/31/2019 | \$60.35 | 0.00% | Not Applicable | Not Applicable |
| | \$127.13 | N/C | N/C | 1/1/2020 | 12/31/2020 | \$60.35 | 0.00% | Not Applicable | Not Applicable |
| | \$127.13 | N/C | N/C | 1/1/2021 | 12/31/2021 | \$60.35 | 0.00% | Not Applicable | Not Applicable |
| | \$127.13 | N/C | N/C | 1/1/2022 | 12/31/2022 | \$60.35 | 0.00% | Not Applicable | Not Applicable |
| Steve Jones Staff Engineer | \$107.71 | N/C | N/C | 1/1/2018 | 12/31/2018 | \$51.13 | 0.00% | Not Applicable | Not Applicable |
| | \$107.71 | N/C | N/C | 1/1/2019 | 12/31/2019 | \$51.13 | 0.00% | Not Applicable | Not Applicable |
| | \$107.71 | N/C | N/C | 1/1/2020 | 12/31/2020 | \$51.13 | 0.00% | Not Applicable | Not Applicable |
| | \$107.71 | N/C | N/C | 1/1/2021 | 12/31/2021 | \$51.13 | 0.00% | Not Applicable | Not Applicable |
| | \$107.71 | N/C | N/C | 1/1/2022 | 12/31/2022 | \$51.13 | 0.00% | Not Applicable | Not Applicable |
| Neil Story GIS Specialist | \$149.10 | N/C | N/C | 1/1/2018 | 12/31/2018 | \$70.78 | 0.00% | Not Applicable | Not Applicable |
| | \$149.10 | N/C | N/C | 1/1/2019 | 12/31/2019 | \$70.78 | 0.00% | Not Applicable | Not Applicable |
| | \$149.10 | N/C | N/C | 1/1/2020 | 12/31/2020 | \$70.78 | 0.00% | Not Applicable | Not Applicable |
| | \$149.10 | N/C | N/C | 1/1/2021 | 12/31/2021 | \$70.78 | 0.00% | Not Applicable | Not Applicable |
| | \$149.10 | N/C | N/C | 1/1/2022 | 12/31/2022 | \$70.78 | 0.00% | Not Applicable | Not Applicable |

1. Key Personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The Cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ICR) * (1+Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognized agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL FORM 2 OF 3**SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)**

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Avila & Associates ☐ Prime Consultant ☒ SubconsultantProject No. Bridge No. 46C-0300 Contract No. TBD Date 8/30/2018

| SCHEDULE OF OTHER DIRECT COST ITEMS | | | | |
|--|-----------------|-------------|------------------|--------------|
| PRIME CONSULTANT | | | | |
| DESCRIPTION OF ITEMS | Quantity | Unit | Unit Cost | Total |
| Outside Vendor Printing and Reproduction | 7.00 | EA | \$50.00 | 350 |
| U.S. Mail | | EA | | 0 |
| Overnight Mail Service | | EA | | 0 |
| Personal Vehicle | 154.00 | Mile | \$0.57 | 87.01 |
| Rental Vehicle & Gas | | Day | | 0 |
| Tolls & Parking | | EA | | 0 |
| Per Diem | | Day | | 0 |
| Research Fees | | EA | | 0 |
| | | | | 0 |
| | | | | 0 |
| Subconsultant 2: | | | | |
| Subconsultant 3: | | | | |
| Subconsultant 4: | | | | |
| Total: | | | | \$437.01 |

Note: Add Additional pages if necessary.

IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.

Bridge No. 46C-0300

Geotechnical

Attachment A: Fee Table


|  | | 0. On-Man Lau* | 0. Neva Popence* | 0. Mike Trueblood | 0. Senior Engineer | 0. Project Engineer | 0. Staff Engineer | Project Administrator | Administrative Assistant | TASK HOURS | TASK COSTS | | | | | | | | |
|---|--|----------------|------------------|-------------------|--------------------|---------------------|-------------------|-----------------------|--------------------------|---|-------------|--|--|---|----|---|--|-------------|-------------|
| | | \$203.71 | \$143.35 | \$213.44 | \$188.33 | \$141.25 | \$109.86 | \$78.47 | \$69.05 | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| 1.0 | Project Management | | | | | | | | | | | | | | | | | | |
| 1.1 | Project Management | | | | | | | | | | | | | | | | | | |
| 1.2 | Utility Coordination | | | | | | | | | | | | | | | | | | |
| Total Task 1 | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| 2.0 | Surveying and Mapping (Optional) | | | | | | | | | | | | | | | | | | |
| 2.1 | Project Survey Control | | | | | | | | | | | | | | | | | | |
| 2.2 | Obtain County Encroachment Permit and Permissions to Enter | | | | | | | | | | | | | | | | | | |
| 2.3 | Topographic Survey | | | | | | | | | | | | | | | | | | |
| 2.4 | Property Surveys and Resolution | | | | | | | | | | | | | | | | | | |
| 2.5 | Base Map Preparation | | | | | | | | | | | | | | | | | | |
| Total Task 2 | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| 3.0 | Preliminary Engineering (35% PS&E) | | | | | | | | | | | | | | | | | | |
| 3.1 | Prepare Preliminary Bridge Design | | | | | | | | | | | | | | | | | | |
| 3.2 | Prepare Draft and Final Bridge Type Selection Memorandum | | | | | | | | | | | | | | | | | | |
| Total Task 3 | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| 4.0 | Field Exploration and Geotechnical Engineering | | | | | | | | | | | | | | | | | | |
| 4.1 | Research and Data Collection | | | | | | | | | 13 | \$1,597.74 | | | | | | | | |
| 4.2 | Field Exploration | | | | | | | | | 22 | \$2,483.90 | | | | | | | | |
| 4.3 | Laboratory Testing | | | | | | | | | 2 | \$286.70 | | | | | | | | |
| 4.4 | Engineering Analysis/ SoilsEvaluation | | | | | | | | | 30 | \$4,153.33 | | | | | | | | |
| 4.5 | Draft Foundation Memorandum | | | | | | | | | 24 | \$3,155.05 | | | | | | | | |
| 4.6 | Final Foundation Report | | | | | | | | | 20 | \$2,590.05 | | | | | | | | |
| Total Task 4 | | | | | | | | | | 111 | \$14,266.76 | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| 5.0 | Canal Hydrology and Hydraulics | | | | | | | | | | | | | | | | | | |
| 5.1 | Obtain and Review Project Documentation | | | | | | | | | | | | | | | | | | |
| 5.2 | Hydraulic Analysis | | | | | | | | | | | | | | | | | | |
| 5.3 | Location Hydraulic Study | | | | | | | | | | | | | | | | | | |
| 5.4 | Draft Hydraulic Study Report | | | | | | | | | | | | | | | | | | |
| 5.5 | Final Hydraulic Study Report | | | | | | | | | | | | | | | | | | |
| 5.6 | J.G. Boswell Coordination | | | | | | | | | | | | | | | | | | |
| Total Task 5 | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| 6.0 | Right of Way Acquisition Services (Optional) | | | | | | | | | | | | | | | | | | |
| 6.0 | Right of Way Acquisition Services (Optional) | | | | | | | | | | | | | | | | | | |
| Total Task 6 | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| 7.0 | Environmental Document and Regulatory Agency Permits | | | | | | | | | | | | | | | | | | |
| 7.1 | Purpose and Need/Project Description | | | | | | | | | | | | | | | | | | |
| 7.2 | Preliminary Environmental Study (PES) | | | | | | | | | | | | | | | | | | |
| 7.3 | Technical Studies | | | | | | | | | | | | | | | | | | |
| 7.3.1 | Area of Potential Effects Map (APE) | | | | | | | | | | | | | | | | | | |
| 7.3.2 | Phase 1 Initial Site Assessment (ISA) | | | | | | | | | | | | | | | | | | |
| 7.3.3 | Cultural Technical Studies (ASR/HPSR/SRER) | | | | | | | | | | | | | | | | | | |
| 7.3.4 | Natural Environmental Study (NES) | | | | | | | | | | | | | | | | | | |
| 7.3.5 | Biological Assessment (BA) (Optional) | | | | | | | | | | | | | | | | | | |
| 7.4 | Environmental Document (IS/MND) (Optional) | | | | | | | | | | | | | | | | | | |
| 7.4.1 | Administrative Draft IS/MND | | | | | | | | | | | | | | | | | | |
| 7.4.2 | Public Draft IS/MND | | | | | | | | | | | | | | | | | | |
| 7.4.3 | Administrative Draft IS/MND & MMRP | | | | | | | | | | | | | | | | | | |
| 7.4.4 | Final IS/MND & MMRP | | | | | | | | | | | | | | | | | | |
| 7.4.5 | Notice of Determination (NOD) | | | | | | | | | | | | | | | | | | |
| 7.4.6 | Filing the Notice of Determination (NOD) | | | | | | | | | | | | | | | | | | |
| 7.5 | State and Federal Permit Applications (Optional) | | | | | | | | | | | | | | | | | | |
| 7.6 | Revegetation Plans and Specifications (Optional) | | | | | | | | | | | | | | | | | | |
| Total Task 7 | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| 8.0 | Final Design (Plans, Specifications, Estimates) | | | | | | | | | | | | | | | | | | |
| 8.1 | Final Design (65% PS&E) | | | | | | | | | | | | | | | | | | |
| 8.1.1 | Bridge Design | | | | | | | | | | | | | | | | | | |
| 8.1.2 | Engineer's Estimate of Probably Construction Cost | | | | | | | | | | | | | | | | | | |
| 8.1.3 | Contract Specifications/Special Provisions | | | | | | | | | | | | | | | | | | |
| 8.2 | 90% PS&E | | | | | | | | | | | | | | | | | | |
| 8.2.1 | Bridge Independent Check | | | | | | | | | | | | | | | | | | |
| 8.2.2 | Response to Comments | | | | | | | | | | | | | | | | | | |
| 8.2.3 | Update Bridge PS&E | | | | | | | | | | | | | | | | | | |
| 8.3 | 100% Design | | | | | | | | | | | | | | | | | | |
| 8.4 | Final PS&E | | | | | | | | | | | | | | | | | | |
| Total Task 8 | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| 9.0 | Assistance During Bidding (Optional) | | | | | | | | | | | | | | | | | | |
| 9.1 | Assistance during Bidding (Optional) | | | | | | | | | | | | | | | | | | |
| Total Task 9 | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| 10.0 | Design and Envi. Support During Construction (Optional) | | | | | | | | | | | | | | | | | | |
| 10.1 | Design and Envi. Support During Construction (Optional) | | | | | | | | | | | | | | | | | | |
| Total Task 10 | | | | | | | | | | | | | | | | | | | |
| TOTAL DIRECT LABOR HOURS | | | | | | | | | | 6 | 46 | | | 4 | 50 | 5 | | 111 | \$14,266.76 |
| | | | | | | | | | | OTHER DIRECT COSTS (see attached sheet) | | | | | | | | \$24,243.00 | |
| | | | | | | | | | | TOTAL PROJECT COST | | | | | | | | \$38,509.76 | |

EXHIBIT 10-H2 COST PROPOSAL Form 1 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant **BSK** ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant
 Project No. Bridge No. 46C-0300 Contract No. Ave. 108 Lakeland Canal Participation Amount \$ 338,509.76 Date 8/30/2018

For Combined Rate
 Fringe Benefit % + General & Administrative% + Facilities Capital Cost of Money% = **185.34%** Combined ICR %
 OR

For Home Office
 Fringe Benefit % + General & Administrative% + Facilities Capital Cost of Money% = _____ Home Office ICR %
 For Field Office
 Fringe Benefit % + General & Administrative% + Facilities Capital Cost of Money% = _____ Field Office ICR %

FEE % = **10%**

| BILLING INFORMATION | | | | CALCULATION INFORMATION | | | | | |
|--|-----------------------------------|----------|--------|-------------------------------|------------|---|------------------|---|---------------------------------------|
| Name/Job Title/Classification ¹ | Hourly Billing Rates ² | | | Effective date of hourly rate | | Actual or Avg. hourly rate ³ | % or \$ increase | Hourly range - for classifications only | Billing Rate Range for classification |
| | Straight | OT(1.5x) | OT(2x) | From | To | | | | |
| On-Man Lau* | \$203.70 | N/C | N/C | 1/1/2018 | 12/31/2018 | \$64.90 | 0.00% | Not Applicable | Not Applicable |
| | \$213.89 | N/C | N/C | 1/1/2019 | 12/31/2019 | \$68.15 | 5.00% | | |
| | \$224.58 | N/C | N/C | 1/1/2020 | 12/31/2020 | \$71.55 | 5.00% | | |
| | \$235.81 | N/C | N/C | 1/1/2021 | 12/31/2021 | \$75.13 | 5.00% | | |
| | \$247.60 | N/C | N/C | 1/1/2022 | 12/31/2022 | \$78.89 | 5.00% | | |
| Neva Popenoe* | \$143.35 | N/C | N/C | 1/1/2018 | 12/31/2018 | \$45.67 | 0.00% | Not Applicable | Not Applicable |
| | \$150.51 | N/C | N/C | 1/1/2019 | 12/31/2019 | \$47.95 | 5.00% | | |
| | \$158.04 | N/C | N/C | 1/1/2020 | 12/31/2020 | \$50.35 | 5.00% | | |
| | \$165.94 | N/C | N/C | 1/1/2021 | 12/31/2021 | \$52.87 | 5.00% | | |
| | \$174.24 | N/C | N/C | 1/1/2022 | 12/31/2022 | \$55.51 | 5.00% | | |
| Principal | \$213.43 | N/C | N/C | 1/1/2018 | 12/31/2018 | \$68.00 | 0.00% | \$55.00 | \$173.00 |
| | \$224.11 | N/C | N/C | 1/1/2019 | 12/31/2019 | \$71.40 | 5.00% | \$57.75 | \$182.00 |
| | \$235.31 | N/C | N/C | 1/1/2020 | 12/31/2020 | \$74.97 | 5.00% | \$60.64 | \$191.00 |
| | \$247.08 | N/C | N/C | 1/1/2021 | 12/31/2021 | \$78.72 | 5.00% | \$63.67 | \$200.00 |
| | \$259.43 | N/C | N/C | 1/1/2022 | 12/31/2022 | \$82.65 | 5.00% | \$66.85 | \$210.00 |
| Senior Engineer | \$188.32 | N/C | N/C | 1/1/2018 | 12/31/2018 | \$60.00 | 0.00% | \$45.00 | \$142.00 |
| | \$197.74 | N/C | N/C | 1/1/2019 | 12/31/2019 | \$63.00 | 5.00% | \$47.25 | \$149.00 |
| | \$207.63 | N/C | N/C | 1/1/2020 | 12/31/2020 | \$66.15 | 5.00% | \$49.61 | \$156.00 |
| | \$218.01 | N/C | N/C | 1/1/2021 | 12/31/2021 | \$69.46 | 5.00% | \$52.09 | \$164.00 |
| | \$228.91 | N/C | N/C | 1/1/2022 | 12/31/2022 | \$72.93 | 5.00% | \$54.70 | \$172.00 |

EXHIBIT 10-H2 COST PROPOSAL Form 1 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant **BSK**

☐ Prime Consultant

☒ Subconsultant

☐ 2nd Tier Subconsultant

| Project No. | Bridge No. 46C-0300 | Contract No. | Ave. 108 Lakeland Canal | | Bridge | Participation Amount \$ | | \$38,509.76 | Date | |
|--------------------------|---------------------|--------------|-------------------------|----------|------------|-------------------------|-------|-------------|---------|----------|
| Project Engineer | | N/C | N/C | 1/1/2018 | 12/31/2018 | \$45.00 | 0.00% | \$35.00 | \$50.00 | \$110.00 |
| | \$148.31 | N/C | N/C | 1/1/2019 | 12/31/2019 | \$47.25 | 5.00% | \$36.75 | \$52.50 | \$116.00 |
| | \$155.72 | N/C | N/C | 1/1/2020 | 12/31/2020 | \$49.61 | 5.00% | \$38.59 | \$55.13 | \$122.00 |
| | \$163.51 | N/C | N/C | 1/1/2021 | 12/31/2021 | \$52.09 | 5.00% | \$40.52 | \$57.88 | \$128.00 |
| | \$171.68 | N/C | N/C | 1/1/2022 | 12/31/2022 | \$54.70 | 5.00% | \$42.54 | \$60.78 | \$134.00 |
| Staff Engineer | | \$164.78 | \$219.71 | 1/1/2018 | 12/31/2018 | \$35.00 | 0.00% | \$25.00 | \$40.00 | \$79.00 |
| | \$107.11 | \$160.66 | \$214.22 | 1/1/2019 | 12/31/2019 | \$34.13 | 5.00% | \$26.25 | \$42.00 | \$83.00 |
| | \$112.46 | \$168.70 | \$224.93 | 1/1/2020 | 12/31/2020 | \$35.83 | 5.00% | \$27.56 | \$44.10 | \$87.00 |
| | \$118.09 | \$177.13 | \$236.18 | 1/1/2021 | 12/31/2021 | \$37.62 | 5.00% | \$28.94 | \$46.31 | \$91.00 |
| | \$123.99 | \$185.99 | \$247.99 | 1/1/2022 | 12/31/2022 | \$39.50 | 5.00% | \$30.39 | \$48.62 | \$96.00 |
| Project Administrator | | \$117.70 | \$156.94 | 1/1/2018 | 12/31/2018 | \$25.00 | 0.00% | \$18.00 | \$28.00 | \$57.00 |
| | \$75.80 | \$113.70 | \$151.60 | 1/1/2019 | 12/31/2019 | \$24.15 | 5.00% | \$18.90 | \$29.40 | \$60.00 |
| | \$79.59 | \$119.39 | \$159.18 | 1/1/2020 | 12/31/2020 | \$25.36 | 5.00% | \$19.85 | \$30.87 | \$63.00 |
| | \$83.57 | \$125.36 | \$167.14 | 1/1/2021 | 12/31/2021 | \$26.63 | 5.00% | \$20.84 | \$32.41 | \$66.00 |
| | \$87.75 | \$131.62 | \$175.50 | 1/1/2022 | 12/31/2022 | \$27.96 | 5.00% | \$21.88 | \$34.03 | \$69.00 |
| Administrative Assistant | | \$103.58 | \$138.10 | 1/1/2018 | 12/31/2018 | \$22.00 | 0.00% | \$16.00 | \$19.00 | \$51.00 |
| | \$57.67 | \$86.51 | \$115.35 | 1/1/2019 | 12/31/2019 | \$18.38 | 5.00% | \$16.80 | \$19.95 | \$53.00 |
| | \$60.56 | \$90.84 | \$121.12 | 1/1/2020 | 12/31/2020 | \$19.29 | 5.00% | \$17.64 | \$20.95 | \$56.00 |
| | \$63.59 | \$95.38 | \$127.17 | 1/1/2021 | 12/31/2021 | \$20.26 | 5.00% | \$18.52 | \$21.99 | \$59.00 |
| | \$66.77 | \$100.15 | \$133.53 | 1/1/2022 | 12/31/2022 | \$21.27 | 5.00% | \$19.45 | \$23.09 | \$62.00 |

1. Key Personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The Cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ICR) * (1+Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognized agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL FORM 2 OF 3**SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)**

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant BSK ☐ Prime Consultant ☒ SubconsultantProject No. Bridge No. 46C-0300 Contract No. TBD Date 8/30/2018

| SCHEDULE OF OTHER DIRECT COST ITEMS | | | | |
|---|-----------------|-------------|---------------------|--------------------|
| PRIME CONSULTANT | | | | |
| DESCRIPTION OF ITEMS | Quantity | Unit | Unit Cost | Total |
| Outside Vendor Printing and Reproduction | | EA | Actual | |
| U.S. Mail | | EA | Actual | |
| Overnight Mail Service | 1 | EA | Actual | \$50.00 |
| Personal Vehicle | 450 | Mile | At current IRS rate | \$243.00 |
| Rental Vehicle & Gas | | Day | Actual | |
| Tolls & Parking | | EA | Actual | |
| Per Diem | | Day | At current GSA Rate | |
| Research Fees | | EA | Actual | |
| Permits | 2 | EA | Actual | \$440.00 |
| | | | | |
| Subconsultant 2: Woodward Drilling (DBE) | | | | \$14,400.00 |
| Subconsultant 3: S&T Engineers Laboratory (DBE) | | | | \$1,900.00 |
| Subconsultant 4: Dillard Environmental (DBE) | | | | \$5,370.00 |
| Subconsultant 5: Cadre Design Group (DBE) | | | | \$1,840.00 |
| | | | | |
| Total: | | | | \$24,243.00 |

Note: Add Additional pages if necessary.

IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.

Ave. 108 Lakeland Canal Bridge

Tulare County

ESP

Bridge No. 46C-0300

Surveying

Attachment A: Fee Table

| | | David Jordan/ Project Manager | Frank Mungia/ Survey Manager | 2-man Survey Crew | TASK HOURS | TASK COSTS |
|--|--|-------------------------------------|------------------------------------|-------------------|------------|--------------------|
| Loaded Rate: | | \$111.99 | \$158.10 | \$258.26 | | |
| 1.0 | Project Management | | | | | |
| 1.1 | Project Management | | | | | |
| 1.2 | Utility Coordination | | | | | |
| | Total Task 1 | | | | | |
| 2.0 | Surveying and Mapping (Optional) | | | | | |
| 2.1 | Project Survey Control | 4 | 4 | | 8 | \$1,080.34 |
| 2.2 | Obtain County Encroachment Permit and Permissions to Enter | 1 | 8 | | 9 | \$1,376.78 |
| 2.3 | Topographic Survey | 1 | 34 | 34 | 69 | \$14,268.24 |
| 2.4 | Property Surveys and Resolution | 1 | 14 | 14 | 29 | \$5,941.03 |
| 2.5 | Base Map Preparation | 1 | | 16 | 17 | \$4,244.17 |
| | Total Task 2 | 8 | 60 | 64 | 132 | \$26,910.56 |
| 3.0 | Preliminary Engineering (35% PS&E) | | | | | |
| 3.1 | Prepare Preliminary Bridge Design | | | | | |
| 3.2 | Prepare Draft and Final Bridge Type Selection Memorandum | | | | | |
| | Total Task 3 | | | | | |
| 4.0 | Field Exploration and Geotechnical Engineering | | | | | |
| 4.1 | Research and Data Collection | | | | | |
| 4.2 | Field Exploration | | | | | |
| 4.3 | Laboratory Testing | | | | | |
| 4.4 | Engineering Analysis/ Soils Evaluation | | | | | |
| 4.5 | Draft Foundation Memorandum | | | | | |
| 4.6 | Final Foundation Report | | | | | |
| | Total Task 4 | | | | | |
| 5.0 | Canal Hydrology and Hydraulics | | | | | |
| 5.1 | Obtain and Review Project Documentation | | | | | |
| 5.2 | Hydraulic Analysis | | | | | |
| 5.3 | Location Hydraulic Study | | | | | |
| 5.4 | Draft Hydraulic Study Report | | | | | |
| 5.5 | Final Hydraulic Study Report | | | | | |
| 5.6 | J.G. Boswell Coordination | | | | | |
| | Total Task 5 | | | | | |
| 6.0 | Right of Way Acquisition Services (Optional) | | | | | |
| 6.0 | Right of Way Acquisition Services (Optional) | 1 | 8 | | 9 | \$1,376.78 |
| | Total Task 6 | 1 | 8 | | 9 | \$1,376.78 |
| 7.0 | Environmental Document and Regulatory Agency Permits | | | | | |
| 7.1 | Purpose and Need/Project Description | | | | | |
| 7.2 | Preliminary Environmental Study (PES) | | | | | |
| 7.3 | Technical Studies | | | | | |
| 7.3.1 | Area of Potential Effects Map (APE) | | | | | |
| 7.3.2 | Phase 1 Initial Site Assessment (ISA) | | | | | |
| 7.3.3 | Cultural Technical Studies (ASR/HPSR/SRER) | | | | | |
| 7.3.4 | Natural Environmental Study (NES) | | | | | |
| 7.3.5 | Biological Assessment (BA) (Optional) | | | | | |
| 7.4 | Environmental Document (IS/MND) (Optional) | | | | | |
| 7.4.1 | Administrative Draft IS/MND | | | | | |
| 7.4.2 | Public Draft IS/MND | | | | | |
| 7.4.3 | Administrative Draft IS/MND & MMRP | | | | | |
| 7.4.4 | Final IS/MND & MMRP | | | | | |
| 7.4.5 | Notice of Determination (NOD) | | | | | |
| 7.4.6 | Filing the Notice of Determination (NOD) | | | | | |
| 7.5 | State and Federal Permit Applications (Optional) | | | | | |
| 7.6 | Revegetation Plans and Specifications (Optional) | | | | | |
| | Total Task 7 | | | | | |
| 8.0 | Final Design (Plans, Specifications, Estimates) | | | | | |
| 8.1 | Final Design (65% PS&E) | | | | | |
| 8.1.1 | Bridge Design | | | | | |
| 8.1.2 | Engineer's Estimate of Probably Construction Cost | | | | | |
| 8.1.3 | Contract Specifications/Special Provisions | | | | | |
| 8.2 | 90% PS&E | | | | | |
| 8.2.1 | Bridge Independent Check | | | | | |
| 8.2.2 | Response to Comments | | | | | |
| 8.2.3 | Update Bridge PS&E | | | | | |
| 8.3 | 100% Design | | | | | |
| 8.4 | Final PS&E | | | | | |
| | Total Task 8 | | | | | |
| 9.0 | Assistance During Bidding (Optional) | | | | | |
| 9.1 | Assistance during Bidding (Optional) | | | | | |
| | Total Task 9 | | | | | |
| 10.0 | Design and Envi. Support During Construction (Optional) | | | | | |
| 10.1 | Design and Envi. Support During Construction (Optional) | | | | | |
| | Total Task 10 | | | | | |
| TOTAL DIRECT LABOR HOURS | | 9 | 68 | 64 | 141 | \$28,287.34 |
| OTHER DIRECT COSTS (see attached sheet) | | | | | | 500.00 |
| TOTAL PROJECT COST | | | | | | \$28,787.34 |

EXHIBIT 10-H2 COST PROPOSAL Form 1 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant **ESP** ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Project No. Bridge No. 46C-0300 Contract No. Ave. 108 Lakeland Canal Bridge Date 8/30/2018
 Participation Amount \$ 28,787.34

For Combined Rate Fringe Benefit % + General & Administrative% + Facilities Capital Cost of Money% = **199.43%** Combined ICR %

OR

For Home Office Fringe Benefit % + General & Administrative% + Facilities Capital Cost of Money% = Home Office ICR %

For Field Office Fringe Benefit % + General & Administrative% + Facilities Capital Cost of Money% = Field Office ICR %

FEE % = **10%**

BILLING INFORMATION

| Name/Job Title/Classification ¹ | Hourly Billing Rates ² | | Effective date of hourly rate | | Actual or Avg. hourly rate ³ | % or \$ increase | Hourly range - for classifications only | Billing Rate Range for classification |
|--|-----------------------------------|----------|-------------------------------|----------|--|---------------------|--|--|
| | Straight | OT(1.5x) | OT(2x) | From | To | | | |
| David Jordan/ Project Manager | \$111.99 | N/C | N/C | 1/1/2018 | 12/31/2018 | \$34.00 | 0.00% | Not Applicable |
| | \$111.99 | N/C | N/C | 1/1/2019 | 12/31/2019 | \$34.00 | 0.00% | Not Applicable |
| | \$111.99 | N/C | N/C | 1/1/2020 | 12/31/2020 | \$34.00 | 0.00% | Not Applicable |
| | \$111.99 | N/C | N/C | 1/1/2021 | 12/31/2021 | \$34.00 | 0.00% | Not Applicable |
| | \$111.99 | N/C | N/C | 1/1/2022 | 12/31/2022 | \$34.00 | 0.00% | Not Applicable |
| Frank Mungia/ Survey Manager | \$158.10 | N/C | N/C | 1/1/2018 | 12/31/2018 | \$48.00 | 0.00% | Not Applicable |
| | \$158.10 | N/C | N/C | 1/1/2019 | 12/31/2019 | \$48.00 | 0.00% | Not Applicable |
| | \$158.10 | N/C | N/C | 1/1/2020 | 12/31/2020 | \$48.00 | 0.00% | Not Applicable |
| | \$158.10 | N/C | N/C | 1/1/2021 | 12/31/2021 | \$48.00 | 0.00% | Not Applicable |
| | \$158.10 | N/C | N/C | 1/1/2022 | 12/31/2022 | \$48.00 | 0.00% | Not Applicable |
| 2-man Survey Crew | \$258.26 | N/C | N/C | 1/1/2018 | 12/31/2018 | \$78.41 | 0.00% | Not Applicable |
| | \$258.26 | N/C | N/C | 1/1/2019 | 12/31/2019 | \$78.41 | 0.00% | Not Applicable |
| | \$258.26 | N/C | N/C | 1/1/2020 | 12/31/2020 | \$78.41 | 0.00% | Not Applicable |
| | \$258.26 | N/C | N/C | 1/1/2021 | 12/31/2021 | \$78.41 | 0.00% | Not Applicable |
| | \$258.26 | N/C | N/C | 1/1/2022 | 12/31/2022 | \$78.41 | 0.00% | Not Applicable |

CALCULATION INFORMATION

1. Key Personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The Cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ICR) * (1+Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognized agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL FORM 2 OF 3**SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)**

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant ESP ☐ Prime Consultant ☒ SubconsultantProject No. Bridge No. 46C-0300 Contract No. TBD Date 8/30/2018

| SCHEDULE OF OTHER DIRECT COST ITEMS | | | | |
|--|-----------------|-------------|---------------------|--------------|
| PRIME CONSULTANT | | | | |
| DESCRIPTION OF ITEMS | Quantity | Unit | Unit Cost | Total |
| Outside Vendor Printing and Reproduction | 300.00 | EA | \$0.50 | \$150.00 |
| U.S. Mail | | EA | | |
| Overnight Mail Service | 50.00 | EA | \$3.00 | \$150.00 |
| Personal Vehicle | | Mile | At current IRS rate | |
| Rental Vehicle & Gas | | Day | Actual | |
| Tolls & Parking | | EA | Actual | |
| Per Diem | | Day | At current GSA Rate | |
| Research Fees | 4.00 | EA | \$50.00 | \$200.00 |
| | | | | |
| | | | | |
| | | | | |
| Subconsultant 2: | | | | |
| Subconsultant 3: | | | | |
| Subconsultant 4: | | | | |
| Total: | | | | \$500.00 |

Note: Add Additional pages if necessary.

IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.

LSA

EXHIBIT 10-H2 COST PROPOSAL Form 1 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant **LSA** ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant
Project No. Bridge No. 46C-0300 Contract No. Ave. 108 Lakeland Canal Bridge Participation Amount \$ 10,846.53 Date 8/30/2018

| | | | |
|-------------------|--|---|------------------------|
| For Combined Rate | Fringe Benefit % + General & Administrative% + Facilities Capital Cost of Money% | = | 176.88% Combined ICR % |
| OR | | | |
| For Home Office | Fringe Benefit % + General & Administrative% + Facilities Capital Cost of Money% | = | Home Office ICR % |
| For Field Office | Fringe Benefit % + General & Administrative% + Facilities Capital Cost of Money% | = | Field Office ICR % |
| FEE % = 10% | | | |

| Name/Job Title/Classification ¹ | Hourly Billing Rates ² | | | Effective date of hourly rate | | Actual or Avg. hourly rate ³ | % or \$ increase | Hourly range - for classifications only | Billing Rate Range for classification |
|---|-----------------------------------|----------|--------|-------------------------------|------------|---|------------------|---|---------------------------------------|
| | Straight | OT(1.5x) | OT(2x) | From | To | | | | |
| Andrew Pulcheon* Principal Cultural Resources Principal in Charge | \$158.28 | N/C | N/C | 1/1/2018 | 12/31/2018 | \$51.97 | 0.00% | Not Applicable | Not Applicable |
| | \$158.28 | N/C | N/C | 1/1/2019 | 12/31/2019 | \$51.97 | 0.00% | | |
| | \$158.28 | N/C | N/C | 1/1/2020 | 12/31/2020 | \$51.97 | 0.00% | | |
| | \$158.28 | N/C | N/C | 1/1/2021 | 12/31/2021 | \$51.97 | 0.00% | | |
| | \$158.28 | N/C | N/C | 1/1/2022 | 12/31/2022 | \$51.97 | 0.00% | | |
| Katie Vallaire* Senior Cultural Resources Project Manager | \$113.09 | N/C | N/C | 1/1/2018 | 12/31/2018 | \$37.13 | 0.00% | Not Applicable | Not Applicable |
| | \$113.09 | N/C | N/C | 1/1/2019 | 12/31/2019 | \$37.13 | 0.00% | | |
| | \$113.09 | N/C | N/C | 1/1/2020 | 12/31/2020 | \$37.13 | 0.00% | | |
| | \$113.09 | N/C | N/C | 1/1/2021 | 12/31/2021 | \$37.13 | 0.00% | | |
| | \$113.09 | N/C | N/C | 1/1/2022 | 12/31/2022 | \$37.13 | 0.00% | | |

EXHIBIT 10-H2 COST PROPOSAL Form 1 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant **LSA** ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant
Project No. Bridge No. 46C-0300 Contract No. Ave. 108 Lakeland Canal Date 8/30/2018
Bridge
Participation Amount \$ \$10,846.53

| | | | | | | | | | | |
|---|----------|--------|--------|--------|----------|------------|---------|-------|----------------|----------------|
| Mike Trueblood Senior Biologist GIS | \$111.26 | N/C | N/C | N/C | 1/1/2018 | 12/31/2018 | \$36.53 | 0.00% | Not Applicable | Not Applicable |
| | \$111.26 | N/C | N/C | N/C | 1/1/2019 | 12/31/2019 | \$36.53 | 0.00% | Not Applicable | Not Applicable |
| | \$111.26 | N/C | N/C | N/C | 1/1/2020 | 12/31/2020 | \$36.53 | 0.00% | Not Applicable | Not Applicable |
| | \$111.26 | N/C | N/C | N/C | 1/1/2021 | 12/31/2021 | \$36.53 | 0.00% | Not Applicable | Not Applicable |
| | \$111.26 | N/C | N/C | N/C | 1/1/2022 | 12/31/2022 | \$36.53 | 0.00% | Not Applicable | Not Applicable |
| Sherry Wimsch Associate Office Manager Office Assistant | \$95.88 | N/C | N/C | N/C | 1/1/2018 | 12/31/2018 | \$31.48 | 0.00% | Not Applicable | Not Applicable |
| | \$95.88 | N/C | N/C | N/C | 1/1/2019 | 12/31/2019 | \$31.48 | 0.00% | Not Applicable | Not Applicable |
| | \$95.88 | N/C | N/C | N/C | 1/1/2020 | 12/31/2020 | \$31.48 | 0.00% | Not Applicable | Not Applicable |
| | \$95.88 | N/C | N/C | N/C | 1/1/2021 | 12/31/2021 | \$31.48 | 0.00% | Not Applicable | Not Applicable |
| | \$95.88 | N/C | N/C | N/C | 1/1/2022 | 12/31/2022 | \$31.48 | 0.00% | Not Applicable | Not Applicable |
| Mariko Falke Cultural Resources Analyst Graphics | \$78.43 | \$0.00 | \$0.00 | \$0.00 | 1/1/2018 | 12/31/2018 | \$25.75 | 0.00% | Not Applicable | Not Applicable |
| | \$78.43 | \$0.00 | \$0.00 | \$0.00 | 1/1/2019 | 12/31/2019 | \$25.75 | 0.00% | Not Applicable | Not Applicable |
| | \$78.43 | \$0.00 | \$0.00 | \$0.00 | 1/1/2020 | 12/31/2020 | \$25.75 | 0.00% | Not Applicable | Not Applicable |
| | \$78.43 | \$0.00 | \$0.00 | \$0.00 | 1/1/2021 | 12/31/2021 | \$25.75 | 0.00% | Not Applicable | Not Applicable |
| | \$78.43 | \$0.00 | \$0.00 | \$0.00 | 1/1/2022 | 12/31/2022 | \$25.75 | 0.00% | Not Applicable | Not Applicable |
| Stephanie Powers Work Processor Production | \$83.73 | \$0.00 | \$0.00 | \$0.00 | 1/1/2018 | 12/31/2018 | \$27.49 | 0.00% | Not Applicable | Not Applicable |
| | \$83.73 | \$0.00 | \$0.00 | \$0.00 | 1/1/2019 | 12/31/2019 | \$27.49 | 0.00% | Not Applicable | Not Applicable |
| | \$83.73 | \$0.00 | \$0.00 | \$0.00 | 1/1/2020 | 12/31/2020 | \$27.49 | 0.00% | Not Applicable | Not Applicable |
| | \$83.73 | \$0.00 | \$0.00 | \$0.00 | 1/1/2021 | 12/31/2021 | \$27.49 | 0.00% | Not Applicable | Not Applicable |
| | \$83.73 | \$0.00 | \$0.00 | \$0.00 | 1/1/2022 | 12/31/2022 | \$27.49 | 0.00% | Not Applicable | Not Applicable |

1. Key Personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The Cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ICR) * (1+Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognized agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL FORM 2 OF 3**SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)**

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant LSA ☐ Prime Consultant ☒ SubconsultantProject No. Bridge No. 46C-0300 Contract No. TBD Date 8/30/2018

| SCHEDULE OF OTHER DIRECT COST ITEMS | | | | |
|--|-----------------|-------------|---------------------|-----------------|
| PRIME CONSULTANT | | | | |
| DESCRIPTION OF ITEMS | Quantity | Unit | Unit Cost | Total |
| Outside Vendor Printing and Reproduction | 125.00 | EA | \$0.40 | \$50.00 |
| U.S. Mail | | EA | Actual | |
| Overnight Mail Service | | EA | Actual | |
| Personal Vehicle | 459.00 | Mile | At current IRS rate | \$250.16 |
| Rental Vehicle & Gas | | Day | Actual | |
| Tolls & Parking | | EA | Actual | |
| Per Diem | | Day | At current GSA Rate | |
| Research Fees | | EA | Actual | |
| | | | | |
| | | | | |
| Subconsultant 2: | | | | |
| Subconsultant 3: | | | | |
| Subconsultant 4: | | | | |
| Total: | | | | \$300.16 |

Note: Add Additional pages if necessary.

IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.

EXHIBIT C
INSURANCE REQUIREMENTS

PROFESSIONAL SERVICES CONTRACTS

INSURANCE REQUIREMENTS

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

A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability, insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than \$1,000,000 per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability of \$1,000,000 per occurrence including any auto or, if the CONSULTANT has no owned autos, hired and non-owned auto coverage. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) insurance appropriate to the CONSULTANT's profession, with limit no less than \$3,000,000 per occurrence or claim, \$4,000,000 aggregate.

B. Specific Provisions of the Certificate

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. CONSULTANT must submit endorsements to the General Liability reflecting the following provisions:
 - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of the CONSULTANT including material, parts, or equipment furnished in connection with such work or operations.*
 - b. *For any claims related to this project, the CONSULTANT's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.*
 - c. *CONSULTANT hereby grants to COUNTY a waiver of any right to subrogation which any insurer of CONSULTANT may acquire against the county by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

d. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled by either party, except after written notice has been provided to the County.

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

C. Deductibles and Self-Insured Retentions

Self-insured retentions must be declared and 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.

E. Verification of Coverage

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

EXHIBIT D

CONSULTANT PROPOSAL DBE COMMITMENT

(Caltrans Exhibit 10-O1)

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____

3. Project Description: _____

4. Project Location: _____

5. Consultant's Name: _____ 6. Prime Certified DBE: ☐

| 7. Description of Work, Service, or Materials Supplied | 8. DBE Certification Number | 9. DBE Contact Information | 10. DBE % |
|---|-----------------------------|---|-----------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Local Agency to Complete this Section | | | |
| 17. Local Agency Contract Number: _____ | | 11. TOTAL CLAIMED DBE PARTICIPATION | % |
| 18. Federal-Aid Project Number: _____ | | IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. | |
| 19. Proposed Contract Execution Date: _____ | | | |
| Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. | | | |
| 20. Local Agency Representative's Signature _____ | 21. Date _____ | 12. Preparer's Signature _____ | 13. Date _____ |
| 22. Local Agency Representative's Name _____ | 23. Phone _____ | 14. Preparer's Name _____ | 15. Phone _____ |
| 24. Local Agency Representative's Title _____ | | 16. Preparer's Title _____ | |

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT**CONSULTANT SECTION**

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

LOCAL AGENCY SECTION

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

EXHIBIT E
CONSULTANT CONTRACT DBE COMMITMENT
(Caltrans Exhibit 10-O2)

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____

3. Project Description: _____

4. Project Location: _____

5. Consultant's Name: _____ 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: _____

8. Total Dollar Amount for **ALL** Subconsultants: _____ 9. Total Number of **ALL** Subconsultants: _____

| 10. Description of Work, Service, or Materials Supplied | 11. DBE Certification Number | 12. DBE Contact Information | 13. DBE Dollar Amount |
|---|------------------------------|-----------------------------|-----------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Local Agency to Complete this Section | | | |
| 20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. | | | \$ |
| 23. Local Agency Representative's Signature _____ 24. Date _____ 25. Local Agency Representative's Name _____ 26. Phone _____ 27. Local Agency Representative's Title _____ | | | % |
| 14. TOTAL CLAIMED DBE PARTICIPATION IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. | | | |
| 15. Preparer's Signature _____ 16. Date _____ 17. Preparer's Name _____ 18. Phone _____ 19. Preparer's Title _____ | | | |

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

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT**CONSULTANT SECTION**

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

LOCAL AGENCY SECTION

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