



**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:** December 18, 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 Cornerstone Structural Engineering Group, Inc. for the Avenue 376 over Traver Canal Bridge Project

- REQUEST(S):**  
That the Board of Supervisors:
1. Approve an Agreement with Cornerstone Structural Engineering Group, Inc. for an amount not to exceed \$387,188, to provide Professional Engineering Consulting Services for the Avenue 376 over Traver Canal Bridge Project for the period of December 18, 2018 to June 30, 2024; and
  2. Authorize the Chairman of the Board of Supervisors to sign the Agreement with Cornerstone Structural Engineering Group, Inc.

**SUMMARY:**  
The County, serving as the lead agency, will work with Caltrans Local Assistance Engineers to design a replacement 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 376 over Traver Canal Bridge. On May 1, 2018, Tulare County RMA received six proposals from interested engineering firms including:

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

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, Inc., Drake Haglan and Associates, and NCM Engineering Corporation, 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, Cornerstone Structural Engineering Group, Inc., was selected as the top ranked consultant. The selected project team consists of the following firms:

- Cornerstone Structural Engineering Group, Inc. – Prime Consultant for Bridge Design (Fresno)
- ESP Surveying, Inc. – Surveying, Mapping and Landscape (Fresno)
- Kleinfelder – Geotechnical and Initial Site Assessment (Fresno)
- Woodward Drilling – Geotechnical Field Investigations (Rio Vista)
- Avila & Associates – Hydrology and Hydraulics (Concord)
- GPA Consulting – Environmental and Regulatory Permitting (El Segundo)

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Upon completing negotiations with prime consultant, Cornerstone Structural Engineering Group, Inc., a not to exceed amount of \$387,188 (including \$136,240 for optional services) 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, to ensure the roadway design conforms with County standards and preferences, and to 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.

A summary of the total estimated project cost for the Avenue 376 over Traver Canal Bridge Project is as follows:

No.	Phase	Cost
1	Preliminary Engineering	\$500,000
2	Right of Way	\$100,000
3	Construction	\$1,100,000
<b>Total</b>		<b>\$1,700,000</b>

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 \$387,188.

**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.

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**DATE:** December 18, 2018

**ADMINISTRATIVE SIGN-OFF:**

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

Reed Schenke, P.E.  
Director

cc: County Administrative Office

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 )  
CORNERSTONE STRUCTURAL ) Resolution No. \_\_\_\_\_  
ENGINEERING GROUP, INC. FOR THE ) Agreement No. \_\_\_\_\_  
AVENUE 376 OVER TRAVER CANAL )  
BRIDGE PROJECT )

UPON MOTION OF SUPERVISOR \_\_\_\_\_, SECONDED BY  
SUPERVISOR \_\_\_\_\_, THE FOLLOWING WAS ADOPTED BY THE  
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD \_\_\_\_\_, BY  
THE FOLLOWING VOTE:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

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

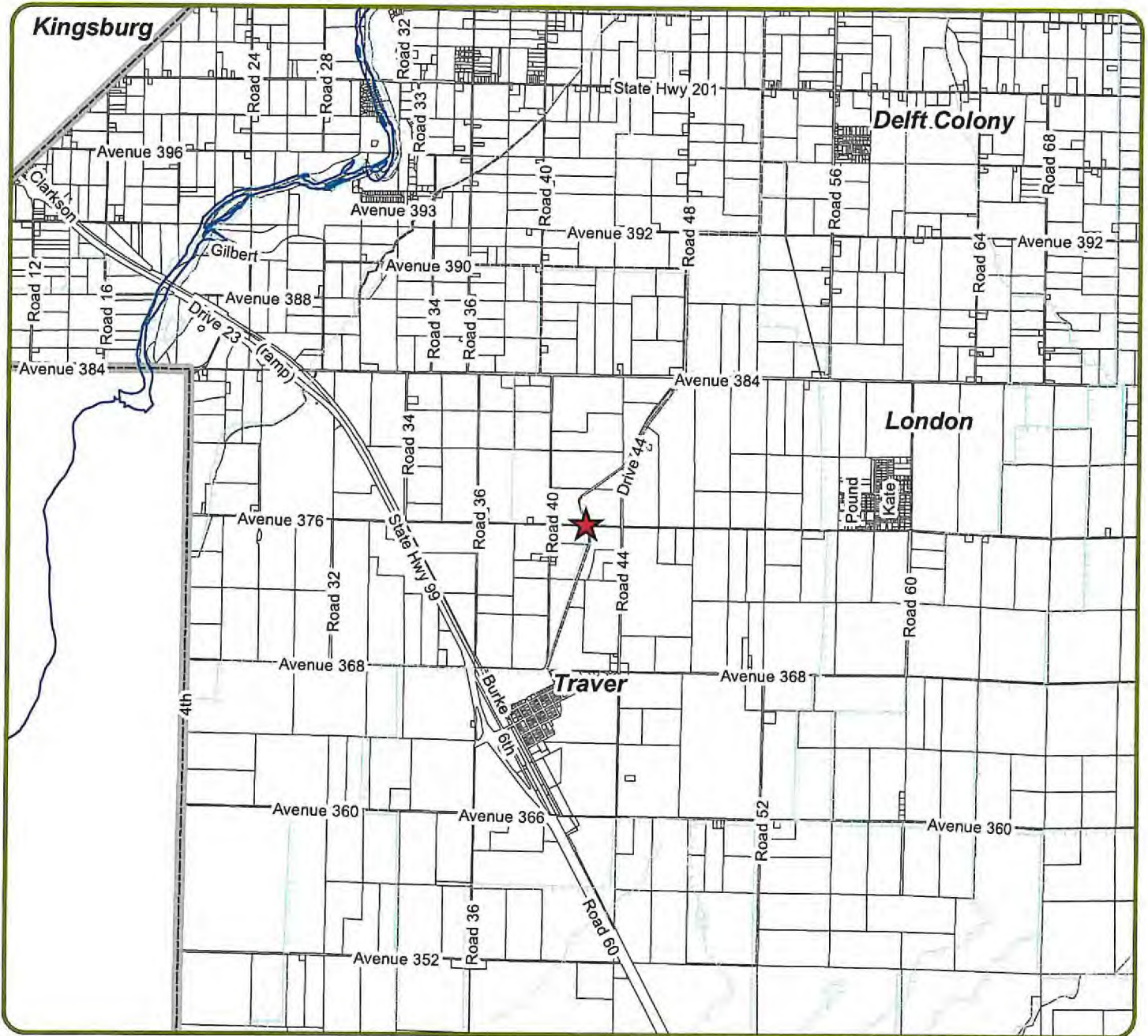
BY: \_\_\_\_\_  
Deputy Clerk

\* \* \* \* \*

1. Approved an Agreement with Cornerstone Structural Engineering Group, Inc. for an amount not to exceed \$387,188, to provide Professional Engineering Consulting Services for the Avenue 376 over Traver Canal Bridge Project for the period of December 18, 2018 to June 30, 2024; and
2. Authorized the Chairman of the Board of Supervisors to sign the Agreement with Cornerstone Structural Engineering Group, Inc.

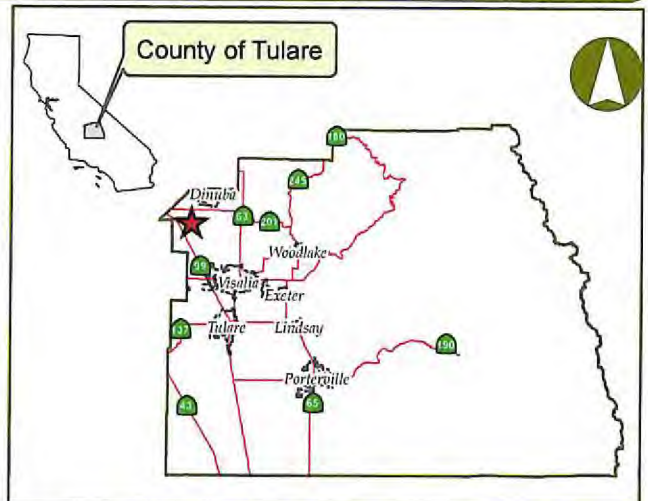
# **Attachment A**

## Vicinity Map



**Legend**

-  Project Site
-  Rivers
-  Streams
-  County Boundary



**Avenue 376 and Traver Canal Vicinity Map**

**Attachment B**  
Consultant Agreement



## AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

THIS AGREEMENT ("Agreement") is entered into as of **December 18, 2018**, between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and **CORNERSTONE STRUCTURAL ENGINEERING GROUP, INC.**, 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 376 Traver Canal**. These consulting services are to include project management, preliminary engineering, plan, specifications, and estimate (PS&E), bidding, and other compliance tasks as described per Exhibit A, to the satisfaction of the COUNTY, State, Federal Highway Administration (FHWA) and other jurisdictional agencies. CONSULTANT shall document the results of the work to the satisfaction of the COUNTY, the State and FHWA. This may include preparation of progress and final reports or similar evidence of attainment of the agreement objectives 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 **December 18, 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.
- 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 **TWO HUNDRED FIFTY THOUSAND NINE HUNDRED FORTY-EIGHT DOLLARS AND NO CENTS (\$250,948.00)** for primary services and **ONE HUNDRED THIRTY-SIX THOUSAND TWO HUNDRED FORTY DOLLARS AND NO CENTS (\$136,240.00)** 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 10<sup>th</sup> 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 shall only apply if and when and to the extent that a court or other forum of competent jurisdiction has determined the percentage of CONSULTANT'S fault for the liability alleged, in which case CONSULTANT shall be obligated to pay the amount equal to the percentage of its fault that has been actually determined.

(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 reports and other documents prepared by CONSULTANT by the date of termination 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](mailto:jvivian@co.tulare.ca.us)

CONSULTANT:

Cornerstone Structural Engineering Group, Inc.  
Attention: Shawn Cullers

986 W. Alluvial Ave, Suite 201  
Fresno, CA 93711

Phone No.: (559) 320-3200  
Fax No.: (559) 320-3201

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 Assistant Director - Public Works, who may consider written or verbal information submitted by the CONSULTANT. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this 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 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.

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

COUNTY OF TULARE

By \_\_\_\_\_  
Chairman, Board of Supervisors

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

By \_\_\_\_\_  
Deputy Clerk

CONSULTANT  
By Todd M. G.

Title President

By Manan Doolkar

Title Secretary & CFO

[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 [Signature] 20181097  
Deputy



**EXHIBIT A**  
**SCOPE OF WORK**

# **EXHIBIT A**

## **TULARE COUNTY RESOURCE MANAGEMENT AGENCY**

May 1, 2018

Revised November 9, 2018

### **SCOPE OF WORK - BASIC SERVICES**

#### **Avenue 376 Traver Canal Bridge**

Federal Project No.: BRL0- 5946(143)

Bridge No.: 46C-0353

#### **PHASE 0 MANAGEMENT AND QUALITY CONTROL**

This Task commences with receiving the Notice-to-Proceed and concludes with the submittal of the Final PS&E at the completion of the project. Key aspects of the Project Management program include attending the project kick-off meeting and Project Delivery Team (PDT) meetings; coordination with the COUNTY's Project Manager and Caltrans Local Assistance; developing and maintaining a project delivery schedule; providing Quality Assurance/Quality Control, and general coordination and communications. CONSULTANT's Principal and Project Director will direct and monitor project work activities in accordance with the contracted scope, schedule, and budget.

##### **Task 0.1 Project Meetings**

CONSULTANT will prepare for and attend the project kick-off/field review meeting and Project Design Team (PDT) meetings with COUNTY staff to discuss project progress.

###### **0.1.1 Kick-off and Field Review Meeting**

CONSULTANT will prepare for and attend the project kick-off/field review meeting at the COUNTY's offices. The goal of the kick-off/field review meeting is to introduce staff, discuss project background and scope, establish communication and procedure guidelines, and discuss the project schedule. It is assumed that the field review meeting will occur on the same day as the kick-off meeting.

###### **Deliverables:**

- Field Review Meeting Agenda and Meeting Minutes
- Field Review Form (with Attachments)

###### **0.1.2 Project Meetings**

CONSULTANT will prepare for and attend up to six (6) Project Development Team (PDT) meetings. The PDT meetings will be broken out to include three (3) in-person meetings at the COUNTY's offices and three (3) telephone conference meetings. Meetings will initially be held monthly unless project status dictates otherwise or at the discretion of the COUNTY and CONSULTANT. The goal of the meetings is to discuss project status, schedule, and budget; to discuss critical project information and status across team disciplines and make decisions that could potentially affect the project design, scope, schedule, and budget. CONSULTANT will prepare meeting minutes documenting the discussions, conclusions and meeting action items and the responsible party.

###### **Deliverables:**

- Meeting Agendas
- Meeting Minutes and Sign In Sheets

**Task 0.2      NOT USED**

**Task 0.3      Project Status Reports & Delivery Schedule**

CONSULTANT will prepare monthly project status reports and project delivery schedules.

**0.3.1      Monthly Progress Reports**

CONSULTANT will prepare monthly status reports addressing the progress of the project, project design schedule, decisions that must be made to keep the project on schedule, and a list of work that has been accomplished in the previous month and work forecasted for the upcoming month. Monthly invoices will include hours spent on major tasks and a progress report indicating the work that was completed during the billing period.

**0.3.2      Project Delivery Schedule**

CONSULTANT will provide a critical path project delivery schedule for the tasks identified within this scope of services. The schedule will identify the major tasks to be completed, durations, and project milestones. CONSULTANT will provide a baseline project delivery schedule after the kick-off meeting and will provide monthly updates to the schedule noting percentages complete for each task. The project delivery schedule will be prepared in Microsoft Project format.

**Deliverables:**

- Monthly Progress Reports
- Project Delivery Schedule and Updates

**Task 0.4      Quality Control/Quality Assurance (QC/QA)**

CONSULTANT will utilize a QC/QA plan/process for this project whereby deliverables are reviewed for uniformity, compatibility and constructability as well as general conformance with the Caltrans and FHWA HBP program requirements. A QC/QA Manager will be assigned to the project whose responsibility will be to ensure the proper quality control procedures are in place and followed. The QC/QA plan will include procedures for reviewing deliverables including, but not limited to, conceptual plans, technical memorandums and reports, and cost estimates. Supporting documentation demonstrating that the QC/QA plan/process is being followed will be submitted to the COUNTY. This documentation may include copies of review comment forms, red-marked plans, QC/QA meeting minutes, etc.



## **PHASE 1 PROJECT INITIATION**

This phase of work includes document review, preparation of Preliminary Environmental Study (PES) form, field review meeting, surveying and base mapping, preliminary foundation report, hydrology and preliminary hydraulic analysis, and completion of a Project Design Memorandum.

### **Task 1.1 Surveys and Base Mapping (BY COUNTY)**

COUNTY will provide topographic survey, right-of-way retracement surveys, and base mapping services for the project. CONSULTANT will review the surveys and base maps provided by the COUNTY for completeness and request additional survey and mapping data in writing if necessary.

Topographic surveys will include all features within the projects limits that may affect design including, but not necessarily limited to, edge of pavement, trees (6" dbh and larger), utility poles, fences, signs, driveways, ditches, culverts, manholes, visible evidence of underground utilities (including valves, paint marks, pin flags, trench patches), and overhead utilities. If additional channel cross sections are required for hydraulics analysis, COUNTY shall provide a minimum of 10 surveyed channel cross-sections at intervals and locations recommended by CONSULTANT.

Right-of-way retracement surveys will be provided by the COUNTY to determine the location of the right-of-way, property lines, and any easements. Right-of-way surveys shall be resolved with record information and will be included in the project base map.

A base map of the existing conditions, including topographic, right-of-way, and surveyed utility mapping, will be provided by the COUNTY for use by CONSULTANT. As part of the project base map, the COUNTY will also provide a Digital Terrain Model (DTM) in 2017 AutoCAD Civil 3D format.

### **Task 1.2 Preliminary Environmental Study (PES) Form**

CONSULTANT will prepare a project description and gather preliminary information for the PES. Completion of the PES form is assumed to occur following the project kick-off meeting during which time items regarding the project footprint, bridge design, and factors influencing the alternative to be included on the PES form will be discussed. The PES will be completed pursuant to Caltrans' SER and LAPM, and will include a reasoned explanation for all checklist answers. CONSULTANT will submit the Draft PES to the COUNTY for review and approval. Once the Draft PES has been approved by the COUNTY, CONSULTANT will finalize the revisions, submit the PES to Caltrans, and coordinate as needed for review and approval of the document.

### **Task 1.3 Draft Hydraulic Report**

CONSULTANT will prepare a Draft Hydraulic Report outlining the hydrology, hydraulics and scour for up to one (1) bridge configuration. The Draft Hydraulic Report will be included in the Preliminary Design Report.

#### **1.3.1 Obtain and Review Project Documentation**

The County will provide Consultant with bridge as-built drawings and bridge inspection reports (including downstream and upstream crossings), if available. CONSULTANT will field review the bridge with the team.

Consultant will obtain the discharge, water surface elevation and velocity at the site from the project owner (Alta Irrigation District). CONSULTANT will meet with Alta Irrigation District and/or estimate channel capacity for irrigation discharges.

If necessary, CONSULTANT will complete a survey request outlining the location and extent of additional channel cross sections necessary to create the HEC-RAS model.

#### **1.3.2 Obtain Hydrology**

CONSULTANT will identify the appropriate design floods (likely the 50-year flood), base flood (100-year flood), flood of record (if available) and the overtopping flood. As required by FHWA and Caltrans,



these floods will be evaluated using two or more methods. If the watershed is ill defined, a bankfull discharge will be used as a proxy for discharge estimates.

### **1.3.3 Hydraulic Analysis**

Hydraulic parameters (water surface elevations and velocity) will be obtained from the Army Corps of Engineers HEC-RAS (Hydraulic Engineering Center River Analysis System) version 5.0.3 model based on: 1) Eight to ten channel cross sections; 2) As-built data or survey of the existing bridge; and 3) A reconnaissance level field investigation by CONSULTANT.

The Hydraulic Model – HEC-RAS Analysis: CONSULTANT shall 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. Hydraulic Criteria: Chapter 800 of the Caltrans Highway Design Manual (HDM) delineates the hydraulic design criteria for bridges.

CONSULTANT will be responsible for determining if any irrigation districts or water boards have jurisdiction or any special requirements along the project waterway. It is assumed that the Central Valley Flood Protection Board (CVFPB) has no jurisdiction. If CVFPB coordination does have jurisdiction it would be included as an optional task.

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

### **1.3.4 Scour and Bank Protection**

CONSULTANT shall review maintenance records and cross sections for the existing and adjacent bridges for each site to determine if the stream has degraded over time. Contraction and abutment scour shall be estimated using the methods described in the Federal Highway Administration (FHWA) Publication HEC-18, Evaluating Scour at Bridges. The Colorado State University Equation (CSU) shall be used for estimating local scour as recommended in the Federal Highway Administration (FHWA) Publication HEC-18, Evaluating Scour at Bridges. Calculations shall be completed to determine the need for bank protection. If bank protection is required, parameters will be provided according to the Bank and Shore Protection Manual using a layered Caltrans Design. Bank protection to be rock rip rap. If alternative bank protection is needed, an optional task order would be required.

### **1.3.5 Complete Location Hydraulic Study**

Using the HEC-RAS output data, 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.

### **1.3.6 Draft Hydraulics Report**

CONSULTANT will prepare a Draft Technical Memorandum outlining the hydrology, hydraulics and scour for the three (3) bridge configurations.

#### **Deliverables:**

- Draft Hydraulic Report in PDF format

### **Task 1.4 Utility Verification Letters (BY COUNTY)**

COUNTY will review the survey information and any pre-existing utility contact lists maintained by the COUNTY. It is assumed that all visible utilities within the project footprint will be surveyed by the COUNTY's topographic surveying effort.

COUNTY will conduct research using Underground Services Alert (USA) database of utilities and coordinate with the local purveyors to accurately assemble utilities within and adjacent to the Project. It is important to document utilities outside of the proposed alignments to ensure that if an alignment outside those originally proposed is developed, utilities are documented.



COUNTY will prepare Utility 'A' letters requesting record mapping, block maps, inspection reports from previous construction (installation/repair), and any prior rights the utility owners may have for their existing facilities. It is important to gather these rights, if necessary, to ensure any relocations costs with prior rights be captured in the Project costs. COUNTY will send the letters to the utility companies.

COUNTY will be responsible for determining the final impacts of the project on the utility facilities, including irrigation district and private irrigation facilities. At this time, the following utilities may be impacted by the bridge replacement:

- Alta Irrigation District Irrigation Infrastructure (including irrigation gates and weirs, control structures, and underground cables)

## **Task 1.5 Geotechnical Engineering**

CONSULTANT will perform a geotechnical investigation in support of the project. This task includes site review, geologic reconnaissance, drilling and sampling of test borings, laboratory testing, engineering evaluation, analysis and preparation of the Foundation Reports, and consultation/plan review. The soil conditions in the project area are Quaternary alluvium deposits consisting of granular and fine grained materials.

### **1.5.1 Research and Data Collection**

CONSULTANT will review readily available geologic and soil literature in the vicinity of the site including review of any as-built drawings and existing Log of Test Borings (LOTB).

### **1.5.2 Field Exploration**

Field explorations will be completed to provide an evaluation of subsurface soils conditions for the proposed foundations of the structure. CONSULTANT will drill two exploratory borings up to 50 ft. in depth; one boring located at or close to each end of the structure.

The boring locations will depend upon the available access and any boring data from previous studies. It is anticipated that a truck mounted drill rig will be used. Borings will be located in the dirt shoulder off the existing road and it is assumed that traffic control will not be required. Bulk samples will also be collected for pavement design of the roadway approaches.

CONSULTANT will classify and continuously log subsurface soil conditions encountered in the test boring at the time of drilling and obtain "relatively undisturbed" and bulk samples of substrata from test boring. The borings will be drilled and capped in accordance with the permit requirements.

CONSULTANT will field locate the borings, call for USA clearance, and coordinate the field work with the COUNTY. Fieldwork is expected to be within County right-of-way.

### **1.5.3 Laboratory Testing**

CONSULTANT will perform laboratory tests on representative soil samples such as moisture density, unconfined compression, gradation analyses, corrosion tests and Plasticity Index test, as necessary. Rock cores, if encountered, will be acquired and will be tested for compression strength. R-values for roadway design will be provided.

### **1.5.4 Soils Analysis/Evaluation**

CONSULTANT will perform engineering analyses and develop design recommendations for the proposed foundations and approach roadway.

### **1.5.5 Draft Foundation Report**

After the field and laboratory phases are complete and based on engineering evaluation and analysis of field and laboratory data, CONSULTANT will prepare the Draft Foundation Report. The Foundation Report will follow basic Caltrans LRFD guidelines and the revised Caltrans Foundation Report Preparation for Bridge Foundations (2017). It is anticipated that the following specific items will be included in the report:

- A description of the proposed project.
- Discussion of the field and laboratory testing programs.



- Comments on the regional geology and site engineering seismology, including the potential for liquefaction and seismically induced settlement.
- R-values for pavement design
- Develop recommended peak bedrock acceleration and ARS curves per Caltrans Seismic Design Criteria (SDC) Version 1.7.
- Perform liquefaction analyses on borings data. This only includes the susceptibility of the onsite soils to liquefaction. Specific design recommendations for liquefaction and lateral spreading are not included. If it is determined that the onsite soils are susceptible to liquefaction, additional scope and budget will be required.
- Recommended parameters for use in design of the selected foundation type. A Footing Data Table would be provided if spread footings are appropriate.
- Recommended gross and net permissible contact stress associated with tolerable settlements and bearing capacity of spread footing foundations, as appropriate.
- Recommendations for lateral capacity of spread footings (passive pressure and frictional coefficient), as appropriate.
- Foundation recommendations will consider effects of erosion, scour, and degradation from the project hydraulic analysis.
- Recommended flexible and rigid pavement structural sections
- Comments on the corrosion potential of foundation soil.

**Deliverables:**

- Draft Foundation Report in PDF format

**Task 1.6 Preliminary Engineering & Project Design Memorandum (35% PS&E)**

Under this task, a Project Design Memorandum will be developed that documents and summarizes the project constraints, including project design criteria, stakeholder criteria, and constructability issues. Based on the identified project constraints, CONSULTANT will evaluate potential project alternatives and develop a preferred alternative for consideration in the project environmental documents and final design. Up to two bridge alternatives will be discussed in the Project Design Memorandum. The bridge profile and span arrangement will be determined in conjunction with the hydraulic studies to provide the best fit for the project site.

**1.6.1 Draft Project Design Memorandum**

CONSULTANT will prepare and submit to the COUNTY and Caltrans Local Assistance a technical Project Design Memorandum that includes:

- Summary of the proposed alignment and bridge alternatives, design criteria, project constraints, constructability considerations, stakeholder impacts, environmental impacts, design exceptions (if required), right-of-way impacts, impacts to the travelling public, traffic handling requirements.
- Discussion of the pros & cons of each alternative
- Preliminary Quantities and Estimated Construction Cost
- Recommended Bridge Type for Final Design
- List of design decisions needed by the COUNTY
- List of issues that will be resolved during final design

**1.6.1.1 Preliminary Culvert General Layout**

CONSULTANT will develop the culvert general plan depicting the layout of the structure and typical section with sufficient detail to develop a preliminary cost estimate of the proposed alternative for use in the Project Design Memorandum. CONSULTANT will further evaluate the structure alternative considering the superstructure type and profile with respect to the design discharge and freeboard requirements. Foundation types will be examined for constructability and scour. Throughout this evaluation, constructability will be reviewed and modifications will be made to maximize constructability and minimize overall project costs.



<u>General Layout</u>	1 Sheet
Subtotal Bridge Plans	1 Sheet

### 1.6.1.2 Geometric Approval Drawings (BY COUNTY)

The Project Design Memorandum will include the Geometric Approval Drawings and show the project area with enough detail for the COUNTY to give the authorization to begin the construction drawings. The plans will show lane and shoulder widths, cut-fill lines, existing and proposed right-of-way, and other improvements for the purpose of geometric approval. The following preliminary roadway plan sheets will be included with this submittal:

Typical Sections	1 Sheet
<u>Layout Plan and Profile</u>	1 Sheet
Subtotal Road Plans	2 Sheets

### 1.6.2 Final Project Design Memorandum

Following review by the COUNTY, Project Design Team, and Caltrans, any changes to the Project Design Memorandum will be incorporated into a final version of the document. The meeting minutes from the Type Selection Meeting will be included in the Final Type Selection Report.

#### Deliverables:

- Electronic (PDF) copies of the Draft and Final Project Design Memorandum including:
  - Type Selection Report
  - Bridge General Layout
  - Engineers Estimate of Probable Construction Cost

### Task 1.7 Environmental Clearance

CONSULTANT will be responsible for conducting all environmental technical studies and preparing the appropriate environmental documentation in accordance with the National Environmental Protection Act (NEPA). As the CEQA lead agency, the County would make the final determination as to the appropriate level of CEQA documentation.

#### 1.7.1 Biological Resources, Natural Environment Study (Minimal Impacts)

To document the existing biological resources in the project area, identify potential project impacts, and develop appropriate impact avoidance, minimization, and mitigation measures, a Natural Environment Study (Minimal Impacts) (NES(MI)) will be prepared.

##### 1.7.1.1 Background Research and Biological Study Area Delineation

CONSULTANT will review available data on biological resources recorded on and within the vicinity of the project area, including all plant and wildlife species with the potential to be in the area. This review will include conducting searches in databases such as the California Natural Diversity Database (CNDDDB), National Wetlands Inventory, and the California Native Plant Society. Additionally, a list of threatened and endangered species with the potential to be within the project area will be requested from the United States Fish and Wildlife Service (USFWS) and the National Marine Fisheries Service (NMFS). CONSULTANT will also work with the County to delineate an appropriate Biological Study Area (BSA) that will cover the direct and indirect impact area for the project, including temporary construction areas, and create a BSA map to be used for the biological analysis.

##### 1.7.1.2 Field Surveys

CONSULTANT will systematically survey the BSA for plant and wildlife species, their signs, and/or potential habitat. CONSULTANT will work with the project team to limit the size of the survey area to the extent feasible, based on proposed construction areas. CONSULTANT will inventory botanical and wildlife resources observed in the BSA and will identify and record all existing vegetation communities in this area. Botanical surveys will be conducted during the appropriate blooming



period for species with the potential to be in the project area (May), where feasible. The limits of potentially jurisdictional areas, including waters of the United States (U.S.) and waters of the state, will be identified based on the ordinary high water mark (OHWM) and edge of canal banks. Traver Canal is regularly managed and operated by AID. Based on aerial investigations and local knowledge, Traver Canal is a natural bottomed feature and may support wetland vegetation.

As part of the development of this scope of work, CONSULTANT completed a preliminary CNDDB search for special-status species recorded within the vicinity of the project area (Traver Quad and surrounding quads). The search identified multiple special status-species, including several federally and/or state threatened, endangered, or candidate species, that have been recorded within the search area, including the Swainson's hawk (*Buteo swainsoni*) and San Joaquin kit fox (*Vulpes macrotis mutica*), in addition to other special-status species.

Because the project is in a rural area and within the range of the San Joaquin kit fox and Swainson's hawk, there may be habitat for these and other special-status species within the project area. CONSULTANT will confirm the existing habitat and potential for special-status species to be in the BSA during field surveys. Focused wildlife surveys to determine presence/absence of federally or state threatened and endangered species, if required, are not included in this scope of work. If it is determined that the project could result in impacts on any federally or state listed threatened or endangered species, consultation with the USFWS and/or California Department of Fish and Wildlife (CDFW) would be conducted, as outlined under Optional Tasks. CONSULTANT will provide COUNTY at least 4 weeks notice prior to performing any survey to facilitate Permission To Enter (PTE)

#### **1.7.1.3 Natural Environment Study (Minimal Impacts)**

Following completion of the background research, BSA investigations, and field surveys, CONSULTANT will summarize the results of these studies into a Natural Environment Study (Minimal Impacts) (NES(MI)). The NES(MI) will include a discussion of the existing biological resources in the BSA, applicable regulations, potential project impacts, and proposed avoidance, minimization, and mitigation measures to minimize and/or mitigate these impacts to the extent feasible. If present, jurisdictional areas will be discussed in the NES(MI). The NES(MI) will also discuss any consultation required with other agencies to obtain project approvals and environmental permits, if necessary.

#### **1.7.1.4 Biological Resources: Federal Endangered Species Act Consultation**

Under the Federal Endangered Species Act (FESA), if the project may affect a listed species or designated critical habitat, Section 7 consultation with the USFWS is required. Under the FESA, the San Joaquin kit fox is listed as endangered. If required, CONSULTANT will prepare the Section 7 Consultation initiation package, including the Biological Assessment, and will coordinate as needed for review and submittal of the Section 7 consultation initiation package to USFWS. If requested, CONSULTANT will attend internal meetings and/or agency meetings held as part of the consultation process.

CONSULTANT will provide ongoing support to the County to streamline the FESA consultation process, including preparation of supplemental information requested by the USFWS. Based on recent coordination with Caltrans District 6, if it is determined that the project could result in impacts on the San Joaquin kit fox, the Biological Assessment associated will be submitted to Caltrans concurrently with the draft NES for an efficient and streamlined review process. CONSULTANT will also provide technical assistance to the design engineers and County to refine impact avoidance, minimization, and mitigation measures, as required by resource agencies to reduce project impacts on listed species to the maximum extent feasible.

#### **1.7.1.5 Biological Resources: California Endangered Species Act Consultation**

Under the California Endangered Species Act (CESA), if the project may result in the 'take' of a state listed or candidate species, consultation with the CDFW is required. Under CESA, the San Joaquin kit fox and Swainson's hawk are both listed as threatened. If required, CONSULTANT will prepare the request for a Consistency Determination or Incidental Take Permit application, and will coordinate as needed for review and submittal of the consultation initiation package/Incidental Take Permit application to CDFW. If requested, CONSULTANT will attend internal meetings and/or



agency meetings held as part of the consultation process. If requested, following the submittal of the consultation initiation package/ Incidental Take Permit application, CONSULTANT will assist the County in navigating the consultation and/or Incidental Take permitting process with the CDFW.

CONSULTANT will provide ongoing support to the County to streamline the CESA consultation processes, including preparation of supplemental information requested by CDFW and negotiating the required compensatory mitigation. CONSULTANT will also provide technical assistance to the design engineers and County to refine impact avoidance, minimization, and mitigation measures, as required by CDFW to reduce project impacts and potential for take of listed species to the maximum extent feasible. **Deliverables:**

- One electronic copy of the NES(MI) Type Selection Report
- One electronic copy of the FESA consultation package
- One electronic copy of the CESA consultation package
- Up to two hard copies of the NES(MI) Type Selection Report
- Up to two hard copies of the FESA consultation package
- Up to two hard copies of the CESA consultation package

### **1.7.2 Water Quality Technical Memorandum**

CONSULTANT will prepare a Water Quality Technical Memorandum (WQ Memo) for the project. Background information for the project vicinity, including other studies completed, will be reviewed. CONSULTANT will refer to the Location Hydraulic Study and Storm Water Data Report for supporting data (prepared by others). CONSULTANT will identify and describe existing waterways and watersheds, identify specific water quality concerns in the area, evaluate the potential for project impacts, and identify appropriate measures to minimize these impacts. CONSULTANT will identify and describe existing waterways and watersheds, identify specific water quality concerns in the area, evaluate the potential for project impacts, and identify appropriate measures to minimize these impacts. Construction-related impacts and long-term impacts to water quality will be qualitatively evaluated, and both direct and cumulative impacts related to the project will be described. The WQ Memo will address regulatory compliance, including conformance with the Caltrans Statewide National Pollutant Discharge Elimination System (NPDES), and identify applicable best management practices included in the project design. If mitigation is required for the project, mitigation measures will be outlined in the WQ Memo.

#### **Deliverables:**

- One electronic copy of the Water Quality Memo
- Up to two hard copies of the Water Quality Memo

### **1.7.3 Cultural Resources, Historic Property Survey Report/Archaeological Survey Report, AB 52**

#### **1.7.3.1 Records Search and Background Research**

Once the project alternative has been defined and the Area of Potential Effects (APE) is confirmed, CONSULTANT will review historic topographic maps, atlas, and aerials to identify changes in the landscape and identify areas of extant and nonextant built environment resources. Data collected from modern and historical aerial images and historical maps will be combined with soils and geologic data to better understand the past conditions of the Holocene landscape and assess the potential for buried sites. Concurrent with the desktop review, CONSULTANT will request a formal records search at the Southern San Joaquin Valley Information Center at California State University, Bakersfield to identify all known cultural resources (archaeological and historical built environment) and previous investigations within the APE as well as within 0.5 mile of the APE. The record searches will include a review of the NRHP, the California Register of Historical Resources, the California Inventory of Historic Resources, the California Historical Landmarks, the California Points of Historical Interest listing, the Historic Property Data File, the Caltrans State and Local Bridge Survey, the Survey of Surveys, GLO Plat maps, and other pertinent historic data.



### 1.7.3.2 Native American Outreach and AB 52 Consultation

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

CONSULTANT also will assist the County in satisfying the statutory requirements of Assembly Bill (AB) 52, which amends Section 5097.94 of CEQA. AB 52 invokes the involvement of California Native American Tribes in the identification and mitigation of Tribal Cultural Resources (TCR) (PRC 21074). CONSULTANT's assistance may include drafting and/or reviewing notification letters, participating in site visits, providing guidance to County personnel on the procedures associated with AB 52, and helping to identify measures to avoid or mitigate the effect on any identified TCRs.

### 1.7.3.3 Archaeological Pedestrian Survey

CONSULTANT's Archaeologist will survey the APE for archaeological resources. Any previously recorded and newly discovered archaeological resources will be documented using current Department of Parks and Recreation forms (DPR-523). All resources will be photographed using digital pictures, and their locations will be plotted using a Global Positioning System (GPS) unit.

### 1.7.3.4 Preparation of Technical Documents

CONSULTANT will prepare an Archaeological Survey Report (ASR) that will include the results of the background research, records search, Native American outreach and AB 52 consultation, and pedestrian survey, as well as detailed methodology and environmental and cultural overview sections. Additionally, CONSULTANT will prepare a Historic Property Survey Report (HPSR) that will summarize the archaeological and historical built environment investigations documented in the Historical Resources Evaluation Report (HRER). The HPSR is the primary document to demonstrate compliance with Section 106. An essential feature of the HPSR is the delineation of the APE, defined as the area within which an undertaking may directly or indirectly affect historic properties (36 CFR 800.16 [d]). CONSULTANT will coordinate with Caltrans' cultural resources staff to determine the final APE for the project and prepare the draft and final APE map for signature.

#### Deliverables:

- One electronic copy of the APE Map, HPSR, and ASR
- Up to two hard copies of the APE Map, HPSR, and ASR

### 1.7.4 Cultural Resources, Historical Resources Evaluation Report

The bridge is listed in the Caltrans' historic bridge inventory as Category 5; thus, it will not need to be evaluated for NRHP eligibility for the purposes of Section 106 compliance. However, the bridge carries Avenue 376 over the Traver Canal. In reviewing historic USGS maps, the Traver Canal was present at least by 1922. Due to the age of the engineering feature, an evaluation of NRHP eligibility is necessary for Section 106 compliance. Based on a review of current aerial photography, no extant buildings, structures, or objects over 45 years of age, aside from the canal, appear to be located in the vicinity of the bridge. CONSULTANT will prepare an HRER to evaluate the segments of the Traver Canal in the project APE, per the Caltrans SER. The proposed scope of work for the HRER includes the following tasks:

- Site Visit/Photography – The APE Map will be prepared by CONSULTANT. A field survey will be conducted by CONSULTANT to identify potential and known historic properties within the project's APE. Potential historic properties are those with buildings or structures over 45 years of age. Known historic properties are those that are designated or have been determined eligible under the local, state, or federal designation programs. Digital photographs will be taken during the field survey. All photographs will be taken from the public right-of-way, unless property access is granted in advance.



- Research/Review Existing Information – CONSULTANT will review all existing information on the project site provided by the client, as well as the results of the records search provided by CONSULTANT. Property-specific and general research will be conducted to develop relevant historic contexts. Research may include general historical information, building permits, county tax assessor records, Sanborn maps, etc.
- Public Consultation – CONSULTANT will conduct outreach to potentially interested members of the public in accordance with established Section 106 procedures.
- Evaluations/DPR 523 Inventory Forms – CONSULTANT will evaluate all properties greater than 45 years of age within the project APE that have not been previously evaluated or that require re-evaluation. For the purpose of this scope of work, we assume that the segment of Traver Canal within the project APE will be the only property requiring evaluation. The results of the evaluations will be recorded on DPR 523 inventory forms and included in the HRER.
- Following completion of these activities, a draft HRER will be prepared according to established Caltrans procedures and submitted for County review. Once the HRER has been approved by the County, CONSULTANT will submit the document for Caltrans review and coordinate for approval of the document.

Following completion of these activities, a draft HRER will be prepared according to established Caltrans procedures and submitted for County review. Once the HRER has been approved by the County, CONSULTANT will submit the document for Caltrans review and coordinate for approval of the document.

#### **1.7.5 Initial Site Assessment**

The ISA will be performed in general conformance with the Caltrans "Preparation Guidelines for Initial Site Assessment (ISA) Checklist for Hazardous Waste." Tasks included in the assessment are the Project screening, physical setting review, historical land use review, site reconnaissance, vicinity survey, interviews, and ISA Determination. The objective of the ISA is to determine the potential presence of "recognized environmental conditions" (RECs) as defined by the American Society for Testing and Materials (ASTM) International Designation E 1527-13, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (the ASTM Standard), and the All Appropriate Inquiry (AAI) section of the Small Business Liability Relief and Revitalization Act (the Federal Brownfields Law).

As defined in the ASTM Standard, a REC is: The presence or likely presence of any hazardous substances or petroleum products in, on or at a property: (1) due to a release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment. De minimis conditions are not recognized environmental conditions.

CONSULTANT will provide a Draft and Revised Draft report for review prior to the Final report being prepared. The Final report will also include the ISA Checklist and "Yes" or "No" Determination from Caltrans Project Development Procedures Manual (07/01/99), Appendix DD – Hazardous Waste.

## **PHASE 2 PLANS, SPECIFICATIONS, & ESTIMATE (PS&E)**

### **Task 2.1 Utility Coordination and Relocations (BY COUNTY)**

#### **2.1.1 Utility Conflict Maps and Coordination**

##### Utility Confirmation

COUNTY will prepare Utility Conflict Maps and Utility 'B' letters requesting the utility companies confirm their facilities are mapped correctly; identify and confirm whether their utilities are located within franchise or under prior rights, request the utility's relocation strategies, costs (for federal reimbursement if they are not franchise), and relocation schedule.

##### Utility Coordination

COUNTY will coordinate utility agency's future needs, if any, in and around the bridge improvements. COUNTY will coordinate the relocation and protection of the existing utilities for the project based on



the information obtained and various affected utilities. It is assumed that the utility companies will prepare their own relocation plans. Relocation of utilities will be shown in the PS&E documents and will be based on the utility owner's relocation plans.

#### Utility Meeting

CONSULTANT will attend one utility coordination meeting held by COUNTY with those utility owners having significant relocation efforts. The purpose of this meeting will be to come to consensus on the scope, level of effort, and approximate cost of the required relocations. It is assumed only one utility coordination meeting will be required.

### **2.1.2 Notice to Owner and Support for Utility Agreements**

COUNTY will prepare a Notice to Owners (NTO) letter to each of the utility owners requiring relocation. The letters will include agreed upon relocation plan, relocation schedule commitments, and financial responsibilities necessary for utility relocation work. COUNTY will send the letters on County letterhead to the affected utility companies. Issuance of the NTO letters will complete the utility coordination task.

## **Task 2.2 Right-of-Way Engineering, Appraisal, and Acquisition (BY COUNTY)**

Right of Way Engineering, Appraisal, and Acquisition services will be provided by the COUNTY in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC 4601 et seq.) and implementing regulation, 49 CFR Part 24; California Government Code Section 7267 et seq.; California Code of Civil Procedure Sections 1263.010 to 1263.620 and 1255.010 to 1255.060; Housing and Community Development Title 25; State of California, Department of Transportation, Right of Way Manual, as applicable.

### **2.2.1 Coordination for Right-of-Way Determination**

Right-of-way engineering services will be provided by the COUNTY. CONSULTANT will coordinate with the COUNTY to identify right-of-way dedications and easement requirements including permanent right of way and temporary construction easements, for the project. Based on the chosen alternative, CONSULTANT will coordinate with the COUNTY to assist with the development of exhibits depicting the anticipated right-of-way and easement needs required for the project. CONSULTANT will also distinguish between permanent right-of-way (if required), & temporary construction easements. It is assumed that the COUNTY will coordinate with any necessary utilities to determine utility easements. COUNTY shall provide CONSULTANT with AutoCAD files of the final right-of-way and easement exhibits for incorporation into the project base files.

## **Task 2.3 Plans, Specifications, and Estimate (PS&E)**

This task includes project development through the preliminary design of the bridge including the preparation of 65% and 90% PS&E. CONSULTANT will prepare preliminary plans, specifications and cost estimates (PS&E) of the proposed construction based upon the bridge type approved by the COUNTY in the Project Design Memorandum. The plans will identify any right of way acquisition, temporary construction easements, utility relocations and other accommodations required for the project. This scope of work assumes that a triple cell box culvert will be the selected bridge type and that CONSULTANT will reference the Caltrans 2018 Standard Plans for the culvert typical section and wingwalls.

Preparation of plans will be completed with AutoCAD Civil 3D 2017 and saved in AutoCAD 2013 format. Coordinate systems of the digital data shall be based on the original coordinates/bearings used in the survey data provided by COUNTY.

### **2.3.1 Unchecked PS&E (65% PS&E)**

The CONSULTANT will prepare and submit the unchecked plans, specifications, and estimate to the COUNTY. This submittal represents a complete set of "unchecked" plans. The CONSULTANT will prepare a complete set of construction plans in accordance with the County's standards. This scope of work is based on the approximate sheet count listed below. Sheets will include necessary details to address comments from COUNTY, regulatory agencies, Caltrans, etc.



### Design Criteria

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

- Caltrans Local Assistance Procedures Manual (LAPM) Chapter 11: Design Guidance
- Caltrans LAPM Chapter 12: Plans, Specifications, and Estimates
- County of Tulare Design Standards
- AASHTO LRFD Bridge Design Specifications
- Caltrans Seismic Design Criteria, Version 1.7
- Caltrans Bridge Design & Detailing Manuals
- Caltrans 2018 Standard Plans & Specifications

### Plan Sheets

This scope of work is based on the approximate sheet count listed below. Plans will be prepared in 2017 AutoCAD Civil 3D format in accordance with CONSULTANTS drafting standards. Plans will be prepared in English units. AutoCAD Civil 3D files will be provided to the COUNTY after COUNTY has agreed to CONSULTANT'S limit of liability for electronic documents.

#### Bridge Plans

(Cast-In-Place Reinforced Concrete Triple Cell Box Culvert assumed)

General Layout	1 Sheet
<u>Box Culvert Structural Details</u>	<u>1 Sheets</u>
<b>Subtotal Bridge Plans</b>	<b>2 Sheets</b>

### **2.3.2 Bridge Design**

CONSULTANT will prepare culvert plans for the configuration agreed upon during the preliminary design phase. This submittal will represent complete, unchecked set of bridge construction documents to be submitted to the COUNTY.

### **2.3.3 Engineer's Estimate of Probable Construction Cost**

CONSULTANT will provide cost estimates at the 65% PS&E design submittal. CONSULTANT will prepare detailed quantities in accordance with Caltrans 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, CONSULTANTS cost data, as well as the COUNTY's cost data.

### **2.3.4 Contract Specifications/Special Provisions**

CONSULTANT will prepare the contract structural technical Special Provisions for the project based in General on Caltrans' 2015 Standard Special Provisions and Standard Specifications, and COUNTY construction contract standards. COUNTY will provide the required roadway technical specifications. COUNTY will combine the technical structural specifications with the COUNTY's roadway technical specifications, Sections 1 through 9 Boiler Plate provisions, Notice to Contractors, and the Proposal and Agreement Sections. The COUNTY will be responsible for the content of Sections 1 through 9 Special Provisions. CONSULTANT will review, comment and/or make recommendations to County on the form and content of the Front-End Specifications and bid documents as they apply to the project.

#### **Deliverables:**

- Up to two (2) half-size set of 65% plans (11 x 17)
- Up to one (1) set of annotated Technical Special Provisions
- Up to one (1) copy of Cost Estimate
- Up to one (1) set of Draft Foundation Report with Log of Test Borings
- Up to one (1) set of Draft Hydraulic Design Report
- One (1) set of all draft (unchecked) Design Calculations
- 1 CD with electronic copy in PDF format of all 65% submittal items

- o Copy of Special Provisions in Word format
- o Copy of Cost Estimate in Excel format

## **Task 2.4 90% PS&E**

This submittal represents a complete set of "checked" plans that has been through our QC checklist.

### **2.4.1 Bridge Independent Check**

The 65% PS&E will be sufficiently completed by CONSULTANT so that an independent bridge design check can be completed. An independent engineer who was not involved in the design will review the plans and special provisions for the bridge. The checker will provide a list of comments and a set of "red-marked" plans that communicate issues uncovered during the preparation of the independent check. Issues raised by the checker will be discussed with and resolved by the designer and checker. The final design will reflect agreement between the two engineers.

### **2.4.2 Response to Comments**

CONSULTANT will provide written responses to Independent Check comments and COUNTY comments to 65% PS&E.

### **2.4.3 Update Bridge PS&E**

CONSULTANT will revise preliminary designs as necessary after County's Review. These plans will include the utility relocation plans which will be completed by others but included in the plan set for information only. This submittal will represent the final contract documents that will be issued for bid and construction. This scope of work is based on the approximate sheet count listed below. Sheets will include necessary details to address comments from COUNTY, regulatory agencies, Caltrans, etc.

### **2.4.4 Final Hydraulics Report**

CONSULTANT will prepare and submit a Final Hydraulics Report incorporating comments from the COUNTY and the Design Team.

### **2.4.5 Final Foundation Report**

CONSULTANT will prepare and submit a Final Foundation Report incorporating comments from the COUNTY and the Design Team. A Log of Test Borings will be completed for inclusion in the final Plans, Specifications, and Estimate.

#### **Deliverables:**

- Up to one (1) half-size set of 90% Plans (11 x 17)
- Up to one (1) set of annotated Technical Special Provisions
- Up to one (1) copy of Cost Estimate
- One (1) set of checked Bridge Design Calculations
- Up to one (1) set of Final Foundation Report with Log of Test Borings
- Up to one (1) set of Final Hydraulic Design Report
- 1 CD with electronic copy in PDF format of all 90% submittal items
  - o Copy of Special Provisions in Word format
  - o Copy of Cost Estimate in Excel format

## **Task 2.5 100% PS&E:**

Following reviews by the COUNTY and Caltrans, any agreed-upon revisions shall be made to the 90% PS&E. After receipt of final approval, an original set of stamped and signed plans, two copies of the bidding documents and an engineer's estimate will be submitted to the COUNTY for its use in soliciting construction bids. The CONSULTANT shall provide the quantity calculations to the COUNTY for use in administering the contract.

#### **Deliverables:**

- One (1) signed full-size (22 x 34) set of Final Plans on mylar

- one (1) full-size set of Final Plans (22 x 34)
- One (1) set of checked Bridge Design Calculations
- One (1) set of checked Quantity Calculations
- 1 CD with electronic copy of plans in AutoCAD 2013 format
- 1 CD with electronic copy in PDF format of all 100% submittal items
  - Copy of Special Provisions in Word format
  - Copy of Cost Estimate in Excel format



## SCOPE OF WORK – OPTIONAL SERVICES

### Avenue 376 Traver Canal Bridge

Federal Project No.: BRLO- 5946(143)

Bridge No.: 46C-0353

#### **Optional Task 1 - Surveys and Mapping**

CONSULTANT will provide topographic survey, right-of-way retracement surveys, and base mapping services for the project.

##### **Optional Task 1.1 – Project Survey Control**

CONSULTANT will perform control surveys and set control points. CONSULTANT will resolve property boundary and right-of-way locations. Horizontal control will be California State Plan Coordinates; Vertical control will be NAVD88.

##### **Optional Task 1.2 – Obtain County Encroachment Permit and Permission to Enter from Adjoining Property Owners**

CONSULTANT will obtain an encroachment permit to perform surveying within the roadway right-of-way. CONSULTANT will identify those properties where access is required in order to complete the project base mapping. CONSULTANT will coordinate Permission to Enter (PTE) with COUNTY right-of-way staff to ensure all adjoining property owners have been adequately notified prior to initial site study.

##### **Optional Task 1.3 – Topographic Surveys**

CONSULTANT will perform topographic surveys including: necessary utility potholes, existing bridge features, existing utility locations (inverts), sign location and nomenclature, and other detailed topography. CONSULTANT will set up and maintain approved traffic safety devices during the field survey. CONSULTANT will perform surveys of Lakeland Canal cross-section at intervals and distances recommended by the Project Team Hydraulics Engineer. CONSULTANT will contact utility companies, provide base map for review and comment, and obtain written confirmation from utility companies of location of existing facilities.

##### **Optional Task 1.4 – Property Surveys and Resolution**

CONSULTANT will perform property boundary and right-of-way surveys of all affected parcels including setting and staking necessary monuments to indicate boundary locations and acquisition corners.

##### **Optional Task 1.5 – Base Map Preparation**

CONSULTANT will prepare a base map, in imperial units, showing property boundaries, easements, rights-of-way, existing utilities and topographic information. CONSULTANT will prepare base sheets in accordance with COUNTY CAD Standards.

##### **Optional Task 1.6 – Right-of-Way Maps**

CONSULTANT will assist the COUNTY with the preparation of Right-of-Way Appraisal Maps including preparation of right-of-way and temporary construction easement exhibits.

##### **Optional Task 1.7 – Right of Way Engineering**

After the limits of the Right-of-Way acquisitions have been delineated and approved by the COUNTY, CONSULTANT will prepare plats and legal descriptions for permanent right-of-way acquisitions and temporary construction easements.

##### **Deliverables:**

- 1 CD with electronic copy of Base Map in AutoCAD 2013 format



## Optional Task 2 – Environmental Document and Regulatory Agency Permits

### Optional Task 2.1 – Farmland Impacts: AD 1006 Form

The DOC established the Farmland Mapping and Monitoring Program (FMMP) in 1982. The goal of the FMMP is to provide consistent and impartial data to decision makers for use in assessing present status and planning for the future of California's agricultural land resources. One of the primary responsibilities of the FMMP is to produce Important Farmland Maps and statistical data for California's agricultural resources. Important Farmland Maps identify the location and quality of agricultural land across the state.

The project site is adjacent to lands identified by the DOC as agricultural resources; if it is determined that the project would result in conversion of farmlands to other uses, Parts I, III, and VI of Form AD 1006 must be completed to calculate the Total Site Assessment value of the farmland. CONSULTANT will prepare the AD 1006 Form and submit it to the County for review. Once approved by the County, CONSULTANT will submit the AD 1006 Form to Caltrans for review and approval of the document. It is assumed that the Total Site Assessment value would be under the 160-point threshold; therefore, the form would not require analysis by the National Resource Conservation Service (NRCS) local field office.

#### Deliverables:

- One electronic copy of the AD 1006 Form
- Up to two hard copies of the AD 1006 Form

### Optional Task 2.2 – Construction Noise Memorandum

A Construction Noise Memorandum (Noise Memo) may be required by Caltrans if pile driving would be necessary for the project. If required, as a sub-consultant to CONSULTANT, AMBIENT Air Quality & Noise Consulting (AMBIENT) will prepare a technical noise memorandum (Noise Memo) to evaluate short-term construction impacts associated with the project. The Noise Memo will include a description of the existing noise environment, based on existing environmental documentation and a review of site reconnaissance data. The site reconnaissance will be conducted for identification of nearby noise-sensitive land uses and existing ambient noise levels in the project vicinity. Up to five short-term (i.e., 10-15 minute) noise measurement surveys will be conducted. Relevant background information, including noise fundamentals, descriptors, and applicable federal, state, and local regulatory framework will be described.

Noise and ground-borne vibration impacts associated with the project are anticipated to be primarily associated with short-term construction-related activities. To assess potential construction noise impacts, sensitive receptors and their relative exposure to the proposed project areas (considering topographic barriers and distance) will be identified. Predicted construction-generated noise levels will be quantified for the preferred project using the Federal Highway Administration (FHWA) Roadway Construction Noise Model (version 1.0). Construction-generated noise levels at the nearest land uses will be identified and summarized in tabular format within the Noise Memo.

Construction-generated groundborne vibration levels typically associated with construction equipment and commonly applied thresholds for structural damage and human annoyance will be identified based on existing FHWA/California Department of Transportation documentation. Predicted groundborne vibration levels the nearest existing structures will be quantified and summarized in tabular format within the Noise Memo.

The project is not anticipated to have a quantifiable effect on long-term traffic noise levels and is not anticipated to be considered a Type I project. For these reasons, evaluation of long-term noise impacts is not anticipated to be required. The significance of noise and groundborne vibration impacts will be assessed in comparison to applicable standards and recommended thresholds. Mitigation measures will be identified for significant and potentially significant impacts. The effectiveness of proposed mitigation measures will be assessed.

#### Deliverables:



- One electronic copy of the Noise Memo
- Up to two hard copies of the Noise Memo

### **Optional Task 2.3 – Cultural Resources: Finding of Effect**

If the HRER identifies historic properties in the APE, a Finding of Effect (FOE) report will be required. CONSULTANT will prepare the FOE according to established Caltrans procedures and submit for County review. Once the FOE has been approved by the County, CONSULTANT will submit the document for Caltrans review and coordinate for approval of the document. CONSULTANT assumes that a Memorandum of Agreement would not be required for this project.

#### **Deliverables:**

- One electronic copy of the FOE
- Up to two hard copies of the FOE

### **Optional Task 2.4 – Section 4(f) Report**

If the HRER identifies historic properties in the APE, and the project would require use of a historic resource, Section 4(f) of the Department of Transportation Act of 1966 would apply and a Section 4(f) Evaluation will be required to analyze potential impacts to the 4(f) resource. CONSULTANT will reference all existing documentation and perform any outstanding research related to attributes of the resource, and will prepare a Section 4(f) Evaluation that will describe the Section 4(f) property, potential project impacts, avoidance alternatives, findings, and measures to minimize project impacts. CONSULTANT will also perform any necessary public outreach efforts and coordinate, as appropriate, with the agency with jurisdiction over the 4(f) property to obtain the appropriate concurrence on the 4(f) determination.

#### **Deliverables:**

- One electronic copy of the Section 4(f) Evaluation
- Up to two hard copies of the Section 4(f) Evaluation

### **Optional Task 2.5 – Biological Resources: Aquatic Resource Delineation**

Traver Canal is under the jurisdiction of the United States Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), and CDFW. If the canal would be impacted by the project, the limits of waters under jurisdiction of the USACE, RWQCB, and CDFW will be delineated to support the regulatory permitting process.

#### **Optional Task 2.5.1 – Field Delineation**

CONSULTANT will delineate wetlands and other waters of the U.S. CONSULTANT will identify wetlands, OHWM, and other jurisdictional limits within the BSA. The actual presence or absence of USACE wetlands will be verified through the presence of hydrologic conditions, hydrophytic vegetation, and hydric soils pursuant to the U.S. USACE's 2008 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region and its 1987 Corps of Engineers Wetlands Manual. The spatial limits of all wetlands and/or other waters of the U.S. will be mapped according to USACE's minimum mapping standards.

#### **Optional Task 2.5.2 – Aquatic Resources Delineation Report**

CONSULTANT will summarize existing regulatory setting, project area conditions, and delineated wetlands and waters of the U.S. in an Aquatic Resources Delineation report. The report will be used to (1) assist the design team in avoiding impacts to jurisdictional areas; (2) provide the jurisdictional information necessary for the supporting project environmental documentation; and (3) support the regulatory permitting process.

#### **Deliverables:**

- One electronic copy of the Aquatic Resources Delineation
- Up to two hard copies of the Aquatic Resources Delineation

## **Optional Task 2.6 – CEQA Environmental Document: Initial Study/Mitigated Negative Declaration**

### **Optional Task 2.6.1 – Administrative Draft IS**

CONSULTANT understands that the CEQA document may be prepared by the County. If requested, following completion of the appropriate technical analysis, CONSULTANT will reference the results of these studies, as well as other background research, to prepare an Administrative Draft IS, consistent with CEQA Guidelines Appendix G and in a format acceptable to the County. The document will include all of the required sections for an IS and will address on-site and off-site impacts of the project. CONSULTANT will then submit the Administrative Draft IS to the County for review and will coordinate, as needed, for review and approval of the document.

#### **Deliverables:**

- Four electronic copies of the Administrative Draft IS

### **Optional Task 2.6.2 – Draft IS and NOI**

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

#### **Deliverables:**

- Eight electronic copies of the Draft IS and NOI
- Up to ten hard copies of the Draft IS and NOI

### **Optional Task 2.6.3 – Final IS and NOD**

Following circulation of the Draft IS (with anticipated MND), CONSULTANT will coordinate with the County to prepare responses to any public comments received (as appropriate) and incorporate the responses and any required revisions into the document. CONSULTANT will then prepare a Final IS and submit it to the County for review. CONSULTANT will coordinate as needed to make further revisions and obtain approval to finalize the document. Upon completion of the Final IS, CONSULTANT will coordinate with the County to obtain a Notice of Determination (NOD) for the project from the County within five days of approval.

#### **Deliverables:**

- Eight electronic copies of the Final IS and NOD
- Up to ten hard copies of the Final IS and NOD

## **Optional Task 2.7 – Biological Resources: Environmental Permitting**

### **Optional Task 2.7.1 – Section 404 of the Clean Water Act Nationwide Permit**

Section 404 of the Clean Water Act regulates, and authorizes the USACE to issue permits for the discharge of dredged or fill materials into waters of the U.S. Traver Canal falls under the jurisdiction of the USACE as waters of the U.S. Because the project is expected to require work within the canal, the need for a Section 404 Permit is anticipated. It is expected that the project will fall within the scope of the USACE Nationwide Permit 14 for "Linear Transportation Facilities." To qualify for this permit, the project must meet 27 general conditions and not result in greater than 0.5 acre of permanent impacts (e.g., loss) on jurisdictional waters of the U.S.

A pre-construction notification (PCN) would be required for the project if more than 0.10 acre of permanent impacts on waters of the U.S. would result from the project, or if the project would impact



wetlands. If a PCN is required, CONSULTANT will prepare the PCN package for submittal to the USACE. The application will include a brief description of the project, potential impacts, measures to minimize impacts, and other pertinent project information, as required by the USACE. CONSULTANT will coordinate with the County and USACE as needed to obtain the 404 authorization. If warranted, a site visit will be coordinated with the USACE and other regulatory agencies to facilitate the process.

#### **Optional Task 2.7.2 – Section 401 of the Clean Water Act Certification**

The Clean Water Act provides the RWQCB with jurisdiction over waters of the state. Section 401 of the Clean Water Act requires applicants acquiring permits from the USACE under Section 404 obtain a Water Quality Certification from the RWQCB for the state in which the discharge originates. The RWQCB typically takes jurisdiction over the same areas as the USACE; therefore, Traver Canal is also considered waters of the state. If required, CONSULTANT will prepare an application for a Section 401 Water Quality Certification for submittal to the Central Valley RWQCB. The application will include a brief description of the project, potential impacts, measures to minimize impacts, and other pertinent project information, as required by the Central Valley RWQCB. CONSULTANT will coordinate with the County and Central Valley RWQCB as needed to obtain the 401 Certification. If warranted, a site visit will be coordinated with the Central Valley RWQCB and other regulatory agencies to facilitate the process.

#### **Optional Task 2.7.3 – 1602 Streambed Alteration Agreement**

Section 1602 of the Fish and Game Code requires submittal of a Streambed Alteration Notification to the CDFW for any activity that may substantially divert or obstruct the natural flow or substantially change the bed, channel, or bank of any river, stream, or lake. The CDFW reviews the proposed actions and, if necessary, submits to the applicant a proposal for measures to protect affected fish and wildlife resources. The final proposal that is mutually agreed upon by CDFW and the applicant is the Streambed Alteration Agreement.

Streams (and rivers) are defined by the presence of a channel bed and banks and at least an intermittent flow of water; therefore, the Traver Canal is expected to fall under the jurisdiction of the CDFW. CONSULTANT will prepare a Streambed Alteration Notification package for submittal to the CDFW. The notification will include a brief description of the project, potential impacts, measures to minimize impacts, and other pertinent project information, as required by the CDFW. If warranted, a site visit will be coordinated with the CDFW and other regulatory agencies to facilitate the process.

#### **Deliverables:**

- One electronic copy of the 404, 401, and 1602 notification/application packages
- Up to two hard copies of the 404, 401, and 1602 notification/application packages

#### **Optional Task 2.8 – Revegetation Plan and Specifications**

If requested, CONSULTANT will work with the County and design engineer to combine project-specific requirements with project-specific conditions to create revegetation plans that have the highest potential for long-term success. Using CONSULTANT's understanding of local soils, flora and fauna, and water resources, CONSULTANT will help to identify an approach that will result in the greatest benefit to the landscape while reducing the overall cost of installation and maintenance. CONSULTANT will also work closely with the County, regulatory agencies, and other stakeholders to make sure that the revegetation plan incorporates project needs and the larger goals for conservation. CONSULTANT will coordinate with the design engineer and the County to incorporate the County's revegetation efforts into the plans and contract specifications/special provisions. If requested, CONSULTANT will prepare a revegetation plan consistent with the permitting needs of the project.

#### **Deliverables:**

- Supporting information concerning environmental commitments and permitting measures for design plans and contract specifications/special provisions

### **Optional Task 3 – Environmental Contract Specifications/Special Provisions**

CONSULTANT will assist the COUNTY with incorporating relevant NEPA/CEQA and permitting avoidance, minimization, and mitigation measures into the project contract specifications/special provisions. CONSULTANT will assist the COUNTY by reviewing the COUNTY's Section 14 standard specifications and providing project specific comments and recommendations to be incorporated into the final specifications by the COUNTY.

### **Optional Task 4 –Assistance During Bidding**

The COUNTY will advertise the project for bidding and distribute the plans to prospective bidders. The COUNTY's Project Manager will be the designated person to receive contractor inquiries. CONSULTANT'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. Attending preconstruction meetings or bid opening and analysis of bids will also be provided if requested.



## **WORK PERFORMED BY THE COUNTY**

In addition to those services already identified to be provided by the COUNTY, the following additional services will be performed by the COUNTY:

- Loan or provide copies of as-built plans, bridge reports and any other bridge reports or documents to CONSULTANT as they may be available or deemed necessary.
- Review documents submitted to COUNTY by CONSULTANT and timely render any necessary decisions and approve all final revisions to the documents
- Prepare all legal descriptions and drawings required for right-of-way acquisition and/or temporary construction easements.
- Provide property appraisal and acquisition services for right-of-way and easements required for the Project.
- Assist CONSULTANT with the submittal of applications to obtain all required permits from all affected agencies.
- Pay all fees for required agency reviews and permits.
- Arrange for and pay the reproduction costs of printing the final bidding and construction documents.
- Combine CONSULTANT's technical specifications with COUNTY's Special Provisions Sections 1 through 9, COUNTY's Road Design Specs, Notice to Contractor's calling for bids, the Proposal and Agreement Sections, to create a complete set of documents for advertising.
- Advertise, process bids, and award construction contract.
- Distribute any required addenda.
- Perform construction contract administration services, which services shall include, but may not be limited to:
  - Conducting the pre-construction conference.
  - Issuing the notice to proceed to contractor.
  - Authorizing and making progress payments.
  - Authorizing and issuing contract change orders.
  - Authorizing supplemental fund payments.
  - Accepting the project and issuing the Notice of Completion.
- Provide a COUNTY Representative.
- Attend and participate in meetings with the CONSULTANT and other agencies as required.
- Perform primary construction inspection and testing.
- Review and return comments on reports within ten business days of receipt from CONSULTANT.
- Review and return comments on PS&E within twenty business days of receipt from CONSULTANT.



## **ASSUMPTIONS**

In addition to the assumptions previously discussed, the following additional assumptions were made in generating this proposal.

1. Assumes Avenue 376 will be closed and a temporary detour provided during construction of the replacement bridge. This proposal does not include staged construction of the replacement bridges.
2. It is assumed that the existing Grove Ditch gate structure on the southwest corner, and the existing irrigation drainage facilities upstream of the culvert will either not be impacted by the replacement structure or, if they are impacted, the redesign will be performed by Alta Irrigation District. The design of new or relocated irrigation and gate structures is not included in this proposal.
3. Alta Irrigation District's weir structure located on the upstream face of the existing structure will be reconstructed upstream of the proposed replacement. It is assumed that the weir will be designed by Alta Irrigation District and will be a separate structure from the replacement bridge.
4. This proposal does not include the design of replacement mechanical and electrical equipment for the irrigation facilities. It is assumed that Alta Irrigation District will provide the design of all required equipment.
5. Surveys will be completed when the channel is dry.
6. As environmental mitigation measures have not yet been determined, design of mitigations is not included in this scope. When mitigations can be incorporated by simple addition of notes or by inclusion of specification language, such mitigations will be included in the design.
7. Assumes detour plans will be prepared by the COUNTY.
8. If required, utility design and or relocation will be performed by the utility companies. Support brackets to hang utilities off of the replacement structure will require additional scope and budget.
9. No insurable structures will be impacted by the bridge replacements. It is assumed that the bridges will not cause a significant encroachment into the floodplain or a change in the water surface elevation; if a significant encroachment into the floodplain or change in water surface elevation is found, additional budget will be necessary.
10. No Conditional Letter of Map Revision (CLOMR) will be required; if a CLOMR is required, additional budget will be necessary.
11. CVFPB will not have jurisdiction and coordination with CVFPB will not be required.
12. A Streambed Alteration Agreement (SAA) from CDFW will not be required for the geotechnical field exploration. If a SAA is required, additional budget will be necessary to provide the SAA application.
13. Tulare County encroachment and well permits will be provided at no cost.
14. No electrical or street lighting will be provided due to the rural location of the bridge.
15. No traffic control for the geotechnical borings will be required. If necessary, COUNTY will provide traffic control.
16. The County will arrange unlimited access to the project area for purposes of field investigations and any on-site meetings with agency staff.
17. The schedule is driven by timely receipt of all project and design information necessary to prepare complete application packages. The schedule cannot accurately depict agency review times or the timing of permit issuance as these items are outside the control of CONSULTANT or the COUNTY.
18. An IS/MND will be the appropriate level of CEQA documentation, and a Categorical Exclusion will be the appropriate level of NEPA documentation. If the environmental analysis would require consideration of more than one build alternative, or if the project description changes, the environmental scope may need to be revised.
19. Google Earth imagery will be used for the APE, BSA, and other maps.
20. It is anticipated that a NES(MI) would be the appropriate level of documentation required; however, pending Caltrans review, a NES may be required.



21. Threatened or endangered species will not be impacted by the project, and focused surveys and agency consultation will not be required.
22. There are no wetlands in the project area and a wetland delineation will not be required.
23. All fees associated with the regulatory permits and filing of notifications (such as the Notice of Determination) will be paid by COUNTY.
24. The County would be responsible for providing all fees associated with any Incidental Take Permit applications and any CDFW, USFWS, or other regulatory agency obligatory compensatory mitigation.
25. The project will score under 10 on the Caltrans Questionnaire to Determine Visual Impact Level, and a visual impact study will not be required.
26. The APE requiring a pedestrian survey will be not greater than 5 acres; SSJVIC Information Center records search fees will not exceed \$350; no archaeological resources – previously or newly discovered – will be discovered during our pedestrian survey.
27. A bioacoustics analysis is not anticipated to be required for this project.
28. Avenue 376 does not appear to be a historic road. However, if research indicates that this assumption is false, the scope and fee will change accordingly.
29. CONSULTANT anticipates that the project would result in a Finding of No Adverse Effect, and that a Memorandum of Agreement (MOA) will not be necessary. If the project results in an adverse effect finding, CONSULTANT will provide an additional scope and cost to produce the MOA.
30. The HRER will evaluate the segments of the Traver Canal in the project APE. If the APE includes additional properties requiring evaluation, additional fees will be required.
31. Completion of a turbidity monitoring plan and water sampling during construction is not included. If requested, CONSULTANT will provide an additional scope of work and budget to support this effort.
32. Protocol-level surveys for special-status wildlife species, if required, are not included in this scope of work. It is anticipated the presence or absence of special-status wildlife species can be inferred based on the field surveys scoped for the project. If protocol surveys are requested, CONSULTANT will provide an additional scope of work and budget to support this effort.
33. The entire scope of the Caltrans Water Quality Assessment Report template will not be necessary for this project and only relevant sections will be included in the WQ Memo.
34. Construction Support Services are not included in this scope of work. Per the County's request, a scope and budget for Construction Support Services will be negotiated at a later date.
35. Assumes one (1) take and one (1) easement required for up to four (4) properties for a total of up to eight (8) plat maps and legal descriptions. Should additional plat maps and/or legal descriptions be necessary, additional budget may be required.
36. The ISA does not include an assessment for asbestos-containing building materials, radon, lead-based paints, lead in drinking water, molds and mildews, indoor air quality, cultural and historic resources, ecological resources, wetlands, threatened or endangered species, industrial hygiene, health and safety, and other Standard Practice non-scope considerations. Non-scope considerations specific to this project may include, but are not limited to lead in paint survey, asbestos survey, and aerial deposited lead assessment.
37. It is assumed that the Foundation Report and the ISA will not be subject to technical review by Caltrans.
38. Preparation of a Preliminary Title Report is not included. Preparation of Grant Deed Documents is not included. Right of Way Acquisition (legal and exhibits) is not included.
39. Assumes that filing of a pre-construction record of survey will not be required.
40. Includes two revisions to the plats and legal descriptions.

**EXHIBIT B**  
**COST PROPOSAL**



# **EXHIBIT B**

## **TULARE COUNTY RESOURCE MANAGEMENT AGENCY**

May 1, 2018

Revised November 9, 2018

### **COST PROPOSAL - BASIC SERVICES**

#### **Avenue 376 Traver Canal Bridge**

Federal Project No.: BRLO- 5946(143)

Bridge No.: 46C-0353

#### **DESCRIPTION**

**COST-PLUS FIXED FEE**  
**NOT TO EXCEED FEE**

**PHASE 1 PROJECT INITIATION..... \$185,016**

**Major Deliverables:**

- Field Review
- Field Review Forms
- Draft Hydraulic Report
- Draft Hydraulics Report
- Project Design Memorandum - Bridge Alternatives
- Environmental Technical Studies

**PHASE 2 PLANS, SPECIFICATIONS & ESTIMATE..... \$65,932**

**Major Deliverables:**

- Support for Permit Applications
- Foundation Report
- Hydraulics Report
- 65% PS&E
- 90% PS&E
- 100% PS&E
- Final PS&E

**TOTAL DESIGN FEE     \$250,948**

# **EXHIBIT B**

## **TULARE COUNTY RESOURCE MANAGEMENT AGENCY**

May 1, 2018

Revised November 9, 2018

### **COST PROPOSAL – OPTIONAL SERVICES**

**Avenue 376 Traver Canal Bridge**

Federal Project No.: BRLO- 5946(143)

Bridge No.: 46C-0353

#### **DESCRIPTION**

#### **COST-PLUS FIXED FEE NOT TO EXCEED FEE**

<b>OPTIONAL TASK 1 SURVEYS AND MAPPING .....</b>	<b>\$29,973</b>
<b>OPTIONAL TASK 2 ENVIRONMENTAL DOCUMENT AND REGULATORY AGENCY PERMITS .....</b>	<b>\$95,294</b>
<b>OPTIONAL TASK 3 ENVIRONMENTAL CONTRACT SPECIFICATIONS/SPECIAL PROVISIONS.....</b>	<b>\$5,992</b>
<b>OPTIONAL TASK 3 ASSISTANCE DURING BIDDING .....</b>	<b>\$4,980</b>

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**TOTAL OPTIONAL SERVICES      \$136,240**

**Hour Break Down Backup Exhibit**  
**County of Tulare**  
**Avenue 376 Traver Canal Bridge**  
**Summary**

May 1, 2018  
 Revised November 9, 2018

<b>FEE SUMMARY - BASIC SERVICES</b>										
	CORNERSTONE STRUCTURAL ENGINEERING GROUP		Abundant Geotechnical	Avia & Associates Hydraulics	GPA Consulting Environmental and Permit	ESP Group Inc Surveying	TOTAL FEE	PERCENT OF TOTAL FEE	CUMULATIVE PERCENT	
<b>DESIGN SERVICES</b>	<b>\$</b>	<b>113,687</b>	<b>\$</b>	<b>29,959</b>	<b>\$</b>	<b>76,386</b>	<b>\$</b>	<b>250,948</b>		
PHASE 1 - PROJECT INITIATION	\$	50,891	\$	26,194	\$	78,366	\$	185,016	74%	
PHASE 2 - PLANS, SPECIFICATIONS, & ESTIMATE (P/S&E)	\$	62,776	\$	3,765	\$	-	\$	65,932	26%	
							<b>TOTAL DESIGN FEE FOR BASIC SERVICES</b>	<b>\$</b>	<b>250,948</b>	<b>100%</b>

<b>FEE SUMMARY - OPTIONAL SERVICES</b>										
	CORNERSTONE STRUCTURAL ENGINEERING GROUP		Remidder Geotechnical	Avia & Associates Hydraulics	GPA Consulting Environmental and Permit	ESP Group Inc Surveying	TOTAL FEE			
<b>OPTIONAL DESIGN SERVICES</b>										
OPTIONAL TASK 1 - SURVEY AND MAPPING	\$	3,592	\$	-	\$	-	\$	26,471	\$	29,973
OPTIONAL TASK 2 - ENVIRONMENTAL DOCUMENT AND REGULATORY AGENCY PERMITS	\$	8,466	\$	-	\$	68,883	\$	-	\$	86,294
OPTIONAL TASK 3 - ENVIRONMENTAL CONTRACT SPECIFICATIONS/SPECIAL PROVISIONS	\$	592	\$	-	\$	5,420	\$	-	\$	5,992
OPTIONAL TASK 4 - ASSISTANCE DURING BIDDING	\$	4,950	\$	-	\$	-	\$	-	\$	4,950
							<b>TOTAL FEE FOR OPTIONAL SERVICES</b>	<b>\$</b>	<b>136,240</b>	







**Hour Break Down Backup Exhibit**  
**County of Tulare**  
**Avenue 376 Traver Canal Bridge**  
**Phase 2 - Plans, Specifications, & Estimate (PS&E)**

May 1, 2016  
 Revised November 9, 2018

TASK	Cornerstone Structural Engineering Group													Total Fee
	T. Goodman Principal \$2,971.11	S. Curcio Project Director \$18,166	B. Zimrine Project Manager \$12,956	J. Jensen Project Engineer \$119,423	S. Lukkkanen Design Engineer \$3,071.67	M. Weaver QC/QA Manager \$3,748.12	E. Baker QC/QA Engineer \$28,422	Total Hours	Total Others	Manufact Structural	AutoCAD, AutoCAD Mechanical	CEQA Consulting Environmental and Permits	ES&P Surveying Services	
<b>MANAGEMENT AND QUALITY CONTROL</b>			38.00	1,119.42	3,071.67	14.92	3,748.12	8,354.42	61.90	3,611				8,411
0.1.1 Project Meetings														
0.1.2 Site Design			9.00						37.50	3,620				3,657
0.3 Meeting Preparation, Review, & Delivery of Documents														
0.3.1 Meeting Preparation			8.00						9.50	1,740				1,749
0.3.2 Project Delivery			8.00						9.50	1,740				1,749
0.3.3 Project Delivery			2.00						18.90	2,440				2,442
<b>PHASE 2 - PLANS, SPECIFICATIONS, &amp; ESTIMATE (PS&amp;E)</b>			11.00	206.90		48.00		389.90	53,189	871	2,281			54,558
2.1 Utility, Existing Structures and Construction														
2.1.1 Utility Engineering														
2.1.2 Structural Engineering														
2.2 Structural Engineering for All Applications														
2.2.1 Structural Engineering for All Applications														
2.2.2 Construction for Repair and Rehabilitation														
2.3 Plans, Specifications, and Estimate (PS&E)														
2.3.1 Structural														
2.3.2 Structural														
2.3.3 Structural														
2.3.4 Structural														
2.3.5 Structural														
2.4 Engineer's Estimate of Materials, Construction Cost, and Construction Methods, Special Provisions, and P&S														
2.4.1 Bridge Independent Check														
2.4.2 Review by Consultant														
2.4.3 Final Preparation														
2.4.4 Final Preparation														
2.4.5 Final Preparation														
<b>REIMBURSABLES</b>														
Travel/Meals														
Equipment Rental and Supplies														
Printing														
Other														
<b>TOTALS</b>									62,778	678	2,281			65,822

\*SEE SCOPE OF WORK FOR ASSUMPTIONS

**TOTAL FEE FOR PHASE 2 \$ 65,903**



**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 \$2,000,000 per occurrence or claim, \$3,000,000 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 %
<b>Local Agency to Complete this Section</b>		<b>11. TOTAL CLAIMED DBE PARTICIPATION</b>	<b>%</b>
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____	IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.		
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  _____ 24. Local Agency Representative's Title		_____ 14. Preparer's Name      15. Phone  _____ 16. Preparer's Title	

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

**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 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
<b>Local Agency to Complete this Section</b>			\$
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____			14. TOTAL CLAIMED DBE PARTICIPATION
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			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.

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## 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.
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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.
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