

CONSULTANT AGREEMENT

THIS AGREEMENT for Engineering Consultant Services, hereinafter referred to as "the AGREEMENT," is made and entered into this 12th day of September 2017, between the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to as "the COUNTY"; and Provost & Pritchard Engineering Group, Inc. DBA, Provost & Pritchard Consulting Group a California Corporation, whose address is 286 W. Cromwell Avenue, Fresno, CA 93711, hereinafter referred to as "the CONSULTANT".

WITNESSETH

WHEREAS, the COUNTY desires to retain the CONSULTANT to provide on-call engineering consulting services, encompassing structural, mechanical, transportation, environmental, water resources, surveying, geotechnical and other engineering disciplines, as necessary to assist the COUNTY in performing projects (hereinafter referred to as "the PROJECT(S)") proposed by the COUNTY; and

WHEREAS, said the CONSULTANT has been selected in accordance with the COUNTY's Ordinance Code Chapter 4.10 on the selection of architects, engineers, and other professionals, and in accordance with Chapter 10 of the California Department of Transportation's (CALTRANS) Local Assistance Procedures Manual (LAPM), to provide the engineering services necessary for the PROJECTS; and

WHEREAS, the individual listed below

Erin Haagenson, Senior Staff Analyst

2220 Tulare Street, 6th Floor, Fresno, CA 93721

559-600-4528

ehaagenson@co.fresno.ca.us

is designated as the CONTRACT ADMINISTRATOR for the AGREEMENT on behalf of the COUNTY, and shall remain so unless the CONSULTANT is otherwise notified in writing by the COUNTY's Director of Public Works and Planning or his/her designee (hereinafter referred to as "the DIRECTOR"); and

1 WHEREAS, the individual listed below

2 Matthew Kemp, Vice President

3 286 W. Cromwell Avenue

4 Fresno, CA 93711

5 (559) 449-2700

6 mkemp@ppeng.com

7 is designated as the CONSULTANT'S PROJECT MANAGER for the AGREEMENT, and
8 shall remain so unless the CONSULTANT requests and the DIRECTOR approves, in
9 writing, a change of the CONSULTANT'S PROJECT MANAGER, which approval will not
10 be unreasonably withheld; and

11 WHEREAS, said AGREEMENT is subject to 49 Code of Federal Regulations
12 (hereinafter referred to as "49 CFR"), Part 26 Participation by Disadvantaged Business
13 Enterprises in Department of Transportation Financial Assistance Programs,
14 Disadvantaged Business Enterprise programs established by other federal agencies and/or
15 the COUNTY'S Disadvantaged Business Enterprise Program (all of which are hereinafter
16 referred to as "DBE PROGRAM(S)"),

17 NOW, THEREFORE, in consideration of the promises and covenants set forth
18 herein, the above named parties agree as follows:

19 I. GENERAL PROVISIONS

20 A. The COUNTY hereby contracts with the CONSULTANT as an independent
21 contractor to provide all consultant engineering services required for the PROJECT(S).
22 Said services are described generally in Article II and more specifically enumerated in
23 Article III herein.

24 B. The CONSULTANT'S services shall be performed as expeditiously as is
25 consistent with professional skill and the orderly progress of the work, based on schedules
26 for each specific PROJECT mutually agreed upon in advance by the CONTRACT
27 ADMINISTRATOR, and the CONSULTANT, and consistent with schedules established
28 under Article V.

1 C. The CONSULTANT'S PROJECT team staff shall be as listed in Appendix A,
2 attached hereto and incorporated herein. Any substitutions of personnel must be approved
3 in advance by the CONTRACT ADMINISTRATOR, which approval shall not be
4 unreasonably withheld. The CONSULTANT shall notify the CONTRACT ADMINISTRATOR
5 of the names and classifications of employees assigned to each specific PROJECT, and
6 shall not reassign such employees to other projects of the CONSULTANT without
7 notification to and prior approval by the CONTRACT ADMINISTRATOR.

8 D. The CONSULTANT may retain, as subconsultants, specialists in such
9 engineering disciplines (including, but not limited to, structural, mechanical, transportation,
10 environmental, water resources, electrical, surveying and geotechnical) as the
11 CONSULTANT requires to assist in completing the work. All subconsultants used by the
12 CONSULTANT shall be approved in writing by the CONTRACT ADMINISTRATOR before
13 they are retained by the CONSULTANT, which approval shall not be unreasonably
14 withheld. The subconsultants listed in Appendix B, attached hereto and incorporated
15 herein, shall be considered as approved by the CONTRACT ADMINISTRATOR. Should
16 the CONSULTANT retain any subconsultants, the maximum amount of compensation to
17 be paid to the CONSULTANT under Article VI below shall not be increased. Any additional
18 compensation to be paid to the CONSULTANT for such subconsultants' work shall be
19 limited to administrative time as defined in the fee proposal. Additional fees other than
20 those defined in the fee proposal shall not be reimbursed.

21 E. The CONSULTANT and affiliated subconsultants shall not submit bids, or sub-
22 bids, for the contract construction phase of the PROJECT(S) assigned to the
23 CONSULTANT. The CONSULTANT and its subconsultants, and all other service
24 providers, shall not provide any PROJECT-related services for, or receive any PROJECT-
25 related compensation from any construction contractor, subcontractor or service provider
26 awarded a construction contract (hereinafter referred to as "contractor") for all or any
27 portion of the PROJECT(S) for which the CONSULTANT provides services hereunder.
28 The CONSULTANT and its subconsultants, and all other service providers, may provide

1 services for, and receive compensation from a contractor who has been awarded a
2 construction contract for all or any portion of the PROJECT(S), provided that any such
3 services which are rendered, and any compensation which is received therefor, relates to
4 work outside the scope of the AGREEMENT and does not pose a conflict of interest.

5 F. Any subcontract in excess of \$25,000 entered into as a result of the
6 AGREEMENT, shall contain all the provisions stipulated in the AGREEMENT to be
7 applicable to subcontractors.

8 G. The CONSULTANT is responsible for being fully informed regarding the
9 requirements of 49 CFR, Part 26 and the CALTRANS Disadvantaged Business Enterprise
10 program developed pursuant to the regulations, as detailed in Appendix C, attached hereto
11 and incorporated herein.

12 II. DESCRIPTION OF THE WORK COVERED BY THE AGREEMENT

13 A. The work to be performed by the CONSULTANT under the AGREEMENT
14 includes on-call professional services under Article III for various COUNTY Public Works
15 PROJECTS, including but not limited to, general civil and transportation engineering,
16 structural engineering, geotechnical engineering and materials testing, water resources
17 engineering, electrical and control systems engineering, and surveying. Work on roads
18 and bridges shall be done in accordance with American Association of State Highway and
19 Transportation Officials (AASHTO) requirements for applicable structures. All projects
20 funded wholly or in part by CALTRANS must conform to all requirements by CALTRANS
21 and Federal Highway Administration (FHWA) as contained in Section 11 of CALTRANS
22 LAPM Volume 1.

23 B. The CONSULTANT agrees to provide the professional services that are
24 necessary for each PROJECT when expressly authorized in writing by the CONTRACT
25 ADMINISTRATOR. Such work by the CONSULTANT shall not begin until the
26 CONSULTANT has received a written Notice to Proceed from the CONTRACT
27 ADMINISTRATOR authorizing the necessary service, agreed upon fee, and scope of work.

28 III. CONSULTANT'S SERVICES

1 The CONSULTANT shall submit proposals in response to requests issued by the
2 CONTRACT ADMINISTRATOR on a project-by-project basis. The CONSULTANT'S
3 proposal at a minimum shall include, but not be limited to, staff qualifications, proposed
4 method and schedule for completing the task(s), completed federal forms and a sealed
5 cost proposal. The CONSULTANT agrees that each professional or other individual
6 performing work on any such PROJECT(S) shall be adequately trained to perform the work
7 and shall possess the proper license, certification or registration as required by law or by
8 accepted standards of the applicable profession. The CONSULTANT agrees to provide
9 the professional services that are necessary to complete the following tasks when
10 expressly authorized in writing by the CONTRACT ADMINISTRATOR:

11 A. Technical Reports:

12 1. Ascertain the requirements for Technical Reports through meetings with
13 the CONTRACT ADMINISTRATOR and a review of existing information on the
14 PROJECT(S).

15 2. The CONSULTANT shall prepare and submit technical reports to the
16 CONTRACT ADMINISTRATOR for each assigned PROJECT. Technical reports shall be
17 prepared in accordance with the appropriate format required by local, state and federal
18 laws, regulations and guidelines.

19 3. When requested by the CONTRACT ADMINISTRATOR, the
20 CONSULTANT shall attend meetings with the COUNTY, federal, state and/or local
21 representatives to discuss and review the technical report. The CONSULTANT shall
22 prepare brief minutes of meetings attended and promptly submit the minutes to the
23 CONTRACT ADMINISTRATOR within seven (7) days.

24 4. The CONSULTANT shall submit each technical report to the CONTRACT
25 ADMINISTRATOR for transmittal to other appropriate agencies for their review and
26 approval. The CONSULTANT shall revise and resubmit each technical report as
27 necessary until approved by all appropriate agencies. Standard submittal shall be five (5)
28 reproducible copies and one (1) electronic copy of each technical report. The

1 CONSULTANT shall verify compatible format and quantity prior to final delivery.

2 5. The CONSULTANT shall prepare technical studies and estimates on 8 1/2"
3 by 11" pages, provide hard copy and electronic format as standard submittal; and prepare
4 documents in Microsoft Word 2010 or later, Microsoft Excel 2010 or later, or Adobe 9.0 or
5 later, or other mutually agreed upon format. Such submittals shall be furnished on
6 compact disc (CD). The CONSULTANT shall verify compatible format and quantity prior to
7 final delivery.

8 6. The CONSULTANT shall submit five (5) hard copies of each drawing
9 prepared with AutoCAD Civil 3D, version 2013 or later and an electronic copy in the form of
10 .DXF or .DWG files. Such submittals shall be furnished on CD. The CONSULTANT shall
11 verify a compatible format prior to final file delivery.

12 B. Prepare Design Plans, Technical Specifications and Construction Estimate:

13 The CONSULTANT shall:

14 1. Ascertain the requirements for the assigned PROJECT(S) through
15 meetings with the CONTRACT ADMINISTRATOR and a review of an existing schematic
16 layout of the PROJECT(S).

17 2. Ascertain any requirements, unforeseen criteria, or issues for the
18 PROJECT(S) that may be unknown to the CONTRACT ADMINISTRATOR and
19 communicate these requirements, criteria, or issues to the CONTRACT ADMINISTRATOR.

20 3. Provide surveying, if needed, for the PROJECT(S).

21 4. Design the PROJECT(S) to conform to requirements of the reviewing
22 agencies having jurisdiction over the PROJECT(S).

23 5. Design the PROJECT(S) to include mitigation measures included in the
24 environmental document.

25 6. Monitor and keep the CONTRACT ADMINISTRATOR informed regarding
26 the impact of design issues on the PROJECT budget. Upon the written request of the
27 CONTRACT ADMINISTRATOR, the CONSULTANT shall incorporate into the design, such
28 reasonable design and operational changes as the CONTRACT ADMINISTRATOR deems

1 appropriate as a result of the COUNTY'S review processes and impact on each PROJECT
2 budget or estimate.

3 7. Assist the COUNTY in determining all permits that may be required for the
4 PROJECT and prepare all necessary permits for the COUNTY'S submittal to outside
5 agencies.

6 8. Work with the CONTRACT ADMINISTRATOR to ensure that the plans,
7 specifications and estimate meet all requirements to be advertised for construction bids.

8 9. Prepare a detailed estimate, which shall identify the construction
9 components and requirements of the PROJECT.

10 10. If required by approval agencies, submit to the COUNTY in the
11 appropriate agency forms, the PROJECT background information and recommended
12 testing and inspection list for materials to be used, identifying type, quantity, frequency, and
13 schedule, for each PROJECT. Submit required numbers of sets of plans, specifications,
14 and other documents required by approval agencies to the CONTRACT
15 ADMINISTRATOR.

16 11. Prepare technical specifications and estimate setting forth in detail the
17 work to be done, the materials, workmanship, and equipment required for the other
18 components of construction necessary to provide the COUNTY complete and functional
19 the PROJECTS for its intended purpose within the requirements of the AGREEMENT.

20 12. Assist the CONTRACT ADMINISTRATOR in developing base bid and
21 additive bid item schedules.

22 13. Submit to the CONTRACT ADMINISTRATOR the projected and final
23 construction estimate. Verify the reasonableness of the estimated construction period for
24 construction contract bidding purposes as provided by the CONTRACT ADMINISTRATOR
25 and identify long delivery times of materials and equipment which will control length of
26 construction contract.

27 14. Respond to Requests for Clarification during the bidding process and
28 submit to the CONTRACT ADMINISTRATOR for review and approval any additional

1 specifications, clarifications, or additional plan sheets deemed necessary. Responses
2 should be submitted within three (3) working days of receipt.

3 15. Assist the CONTRACT ADMINISTRATOR in evaluating the bids
4 received.

5 16. Delete or otherwise change portions of the construction work at the
6 request of the CONTRACT ADMINISTRATOR if the lowest bid proposal for the
7 construction contract exceeds the COUNTY approved engineer's estimate (which will
8 include the CONSULTANT'S design contingency amount approved by the COUNTY) by
9 10% or more; and if the COUNTY rejects all bids, modifications performed by the
10 CONSULTANT shall be completed on a time schedule commensurate with the scope of
11 the changes and as set forth by the COUNTY, and the CONSULTANT will be
12 compensated on a time and materials basis, as agreed to in writing, by the COUNTY and
13 the CONSULTANT.

14 17. Submit to the CONTRACT ADMINISTRATOR ten (10) copies of the
15 30%, 60% and 90% plans (22" X 34" format), specifications and estimates for review.
16 Submit progress prints and final originals of the plans, specifications, and estimates. Prior
17 to submission of plans, the CONSULTANT shall request from the CONTRACT
18 ADMINISTRATOR examples of acceptable drafting format and reproducible standards.
19 Verification of compatible format will be required prior to final file delivery. The CONTRACT
20 ADMINISTRATOR, at his/her discretion, may reject a submittal that is determined
21 insufficient.

22 a. 30% plans, specifications and estimates shall include copies of
23 utility locations, centerline stationing, proposed and existing right-of-way, typical sections
24 and structural sections.

25 b. 60% plans, specifications and estimates shall include 30% plan
26 information and in addition, preliminary cross sections and earthwork calculations at 25' or
27 50' intervals, adequate information to allow construction survey staking, permits,
28 preliminary profile grade, an updated engineer's estimate, and also shall address

1 comments and include necessary revisions as identified by the CONTRACT
2 ADMINISTRATOR in the 30% review.

3 c. 90% plans, specifications and estimates shall include 60% plan
4 information and in addition, updated cross sections and earthwork, profile grade, technical
5 specifications, typical sections and the PROJECT details, and also shall address
6 comments and include necessary revisions as identified by the CONTRACT
7 ADMINISTRATOR in the 60% review.

8 d. Final original plans, specifications and estimates to be delivered to
9 the CONTRACT ADMINISTRATOR shall include:

10 i. One (1) original reproducible plan set on 22" by 34" sheets of
11 4 mil thick double matte film.

12 ii. One (1) reproducible copy of cross sections on 22" by 34"
13 sheets of 4 mil thick double matte film.

14 iii. One (1) CD or DVD with final plans, cross sections and
15 slope stake information, design calculations, quantity calculations, and other design
16 information as applicable to the PROJECT.

17 iv. One (1) stamped and wet signed paper copy and one (1) CD
18 or DVD with final specifications and estimates.

19 18. Plan sheets, cross sections, earthwork calculations and slope stake
20 information shall be in AutoCAD Civil 3D, version 2013 or later. Slope stake information
21 shall include 50-foot intervals for tangent sections and 25-foot intervals for curved sections.
22 Specifications shall be in Microsoft Word, version 2010 or later and on 8 ½" by 11" pages.
23 Final engineer's estimates shall be in Microsoft Excel, version 2010 or later and on 8 ½" by
24 11" pages. Estimates shall specify specialty and/or final pay items as described in the
25 CALTRANS State Standard Specifications. Verification of compatible format will be
26 required prior to final file delivery.

27 19. The COUNTY will package the CONSULTANT'S documents with those
28 other documents that together will comprise the COUNTY'S construction contract and bid

1 specifications.

2 20. The CONSULTANT shall deliver to the CONTRACT ADMINISTRATOR
3 three (3) weeks prior to the advertising date (which will be determined by the CONTRACT
4 ADMINISTRATOR) the final completed original drawings and specifications for the
5 COUNTY'S printing and distribution of bid sets to interested prospective contractors. The
6 original drawings and specifications index sheet shall be stamped by a seal with the
7 CONSULTANT'S and subconsultant's license numbers and license renewal dates and/or
8 signed in accordance with the California Business and Professions Code.

9 C. Construction Observation Services:

10 The CONSULTANT shall:

11 1. Attend the preconstruction conference scheduled by the CONTRACT
12 ADMINISTRATOR.

13 2. When requested by the CONTRACT ADMINISTRATOR, attend meetings
14 with the COUNTY, and/or any federal, state and/or local representatives. The
15 CONSULTANT shall prepare brief minutes of all meetings attended and promptly submit
16 those minutes to the CONTRACT ADMINISTRATOR within seven (7) calendar days.

17 3. Make recommendations to the COUNTY on all claims of the COUNTY or
18 the construction contractor and all other matters relating to the execution and progress of
19 work, including interpretation of the contract documents for the PROJECT.

20 4. Within seven (7) calendar days of the COUNTY'S request, review and
21 make recommendations for samples, schedules, shop drawings, and other submissions for
22 general conformance with the design concept of the PROJECT(S) and for general
23 compliance with the plans and specifications and information provided by the contract
24 documents for the PROJECT.

25 5. Within two (2) working days, respond to requests from the CONTRACT
26 ADMINISTRATOR for information needed from the CONSULTANT in order to clarify
27 construction plans and specifications and to review the construction contractor's cost
28 estimates for all change orders.

1 6. Recommend and assist in the preparation of such change orders as
2 deemed necessary with supporting documentation, calculations and estimate, for review
3 and issuance of change orders by the COUNTY Construction Engineer to obtain
4 appropriate agency acceptance and approval.

5 7. Assist the COUNTY, at the DIRECTOR's express, written authorization,
6 with any claim resolution process involving the construction contractor and the COUNTY as
7 specified hereunder, including serving as a witness in connection with any public hearings
8 or legal proceeding, and also including dispute resolutions required by law or hereunder.
9 The parties recognize that this clause is provided as a means of expediting resolution of
10 claims among the construction contractor, the COUNTY, and the CONSULTANT.
11 However, it is understood the construction contractor is not an intended third party
12 beneficiary of this clause. Compensation for these services shall be computed and
13 invoiced at hourly rates listed in Appendix D hereto. Any assistance provided by the
14 CONSULTANT as described in this Article III, Section C, Paragraph 7 shall be subject to
15 the provisions of Article VI, hereinafter, and shall also be subject to the following:

16 a. The DIRECTOR may believe the CONSULTANT'S work under the
17 AGREEMENT to have included negligent errors or omissions, or that the CONSULTANT
18 may otherwise have failed to comply with the provisions of the AGREEMENT, either
19 generally or in connection with its duties as associated with a particular PROJECT; and
20 that the cause(s) for a claim by the construction contractor may be attributable, in whole or
21 in part, to such conduct on the part of the CONSULTANT. Upon notice by the DIRECTOR,
22 the payments to the CONSULTANT for such arguably deficient services shall be held in
23 suspense by the COUNTY until a final determination has been made, of the proportion that
24 the CONSULTANT'S fault bears to the fault of all other parties concerned.

25 b. Such amounts held in suspense shall not be paid to the
26 CONSULTANT, pending the final determination as to the CONSULTANT'S proportional
27 fault. However, the appropriate percentage of such amount held in suspense shall be paid
28 to the CONSULTANT, once a final determination has been made, and the CONSULTANT

1 thereafter submits a proper invoice to the COUNTY. Payment shall be issued in
2 accordance with the procedure outlined in Article VI, Section B, Paragraph 2.

3 8. At intervals appropriate to the stage of construction, or as otherwise
4 deemed necessary by the CONSULTANT, visit the site of the PROJECT(S) as necessary
5 to become familiar generally with the progress and quality of the work and to determine
6 whether the work is proceeding in general accordance with the contract documents. The
7 CONSULTANT shall not be required to make exhaustive or continuous onsite inspections
8 but shall give direction to the Construction Inspector as hereinafter more specifically
9 provided. The CONSULTANT shall not be responsible for the construction contractor's
10 failure to carry out the construction work in accordance with the contract documents.
11 However, the CONSULTANT shall immediately advise the CONTRACT ADMINISTRATOR
12 of any known or observed deviation from the contract documents.

13 9. Not have control over or charge of, and shall not be responsible for
14 construction means, methods, techniques, sequence, or procedure, or for the safety
15 precautions, programs, or equipment in use in connection with the work, since these are
16 solely the construction contractor's responsibility under the contract for construction.

17 10. Submit progress reports on each specific PROJECT in accordance with
18 the task order. These reports shall be submitted at least once a month. The report shall be
19 sufficiently detailed for CONTRACT ADMINISTRATOR to determine if the CONSULTANT
20 is performing to expectations or is on schedule, to provide communication of interim
21 findings, and so sufficiently address any difficulties or special problems encountered so
22 remedies can be developed.

23 11. Advise the CONTRACT ADMINISTRATOR of defects and deficiencies
24 observed in the work of the construction contractor, and may recommend that the
25 DIRECTOR reject work as failing to conform to the contract documents.

26 12. Conduct site visits and field observations to facilitate recommendations
27 by the CONSULTANT regarding:

28 a. dates of substantial completion.

- b. dates of final completion.
- c. the DIRECTOR'S acceptance of the work.
- d. the DIRECTOR'S filing of the Notice of Completion and Issuance of Final Certificate for payment.
- e. other issues which may require site visits.

D. Control of Construction Project Site

The COUNTY agrees that in accordance with generally accepted practices, the COUNTY'S construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction projects; including safety of all persons and property, and that this requirement shall be made to apply continuously during projects and not be limited to normal working hours. The CONSULTANT shall not have control over or charge of, and shall not be responsible for, project means, methods, techniques, sequences or procedures, as these are solely the responsibility of the construction contractor. The CONSULTANT shall not have the authority to stop or reject the work of the construction contractor.

IV. OBLIGATIONS OF THE COUNTY

The COUNTY will:

A. Issue task orders on a project-by-project basis. Task orders will at a minimum include scope of work, location, and schedule for the PROJECT.

B. Provide the CONSULTANT with a PROJECT Scope and Schedule, and compensate the CONSULTANT as provided in the AGREEMENT.

C. Provide an individual CONTRACT ADMINISTRATOR to serve as a representative of the COUNTY who will coordinate and communicate with the CONSULTANT, to the extent appropriate, to facilitate the CONSULTANT'S performance of its obligations in accordance with the provisions of the AGREEMENT.

D. Provide basic plan sheet layouts as required.

E. Examine documents submitted to the COUNTY by the CONSULTANT and timely render decisions pertaining thereto.

1 F. Provide aerial photographs as required.

2 G. Provide copies of any available existing as-built plans and right-of-way drawings
3 from the COUNTY'S files.

4 H. Provide mailing lists and labels for notification of property owners upon the
5 CONSULTANT'S request.

6 I. Provide preliminary engineering survey data on existing structures and
7 topographic mapping in AutoCAD Civil 3D, version 2013 or later, format to the
8 CONSULTANT, if available.

9 J. Prepare all legal descriptions and drawings required for right-of-way acquisition
10 and/or temporary construction permits.

11 K. Provide limited assistance to CONSULTANT, as may be appropriate under the
12 circumstances, in connection with CONSULTANT'S processing of required permits.

13 L. Give reasonably prompt consideration to all matters submitted for approval by
14 the CONSULTANT to the end that there will be no substantial delays in the
15 CONSULTANT'S program of work. An approval, authorization or request to the
16 CONSULTANT given by the COUNTY will be binding upon the COUNTY under the terms
17 of the AGREEMENT only if it is made in writing and signed on behalf of the COUNTY by
18 CONTRACT ADMINISTRATOR.

19 V. TERM OF AGREEMENT / PERFORMANCE PERIOD

20 A. The term of this AGREEMENT shall be for a period of three (3) years,
21 commencing upon execution by the COUNTY, through and including the third anniversary
22 of the execution date. This AGREEMENT may be extended for two additional consecutive
23 twelve-month periods upon written approval of both parties no later than thirty (30) days
24 prior to the first day of the next twelve-month extension period. The DIRECTOR or his or
25 her designee is authorized to execute such written approval on behalf of COUNTY based
26 on CONSULTANT'S satisfactory performance. The CONSULTANT shall commence work
27 promptly after receipt of a notice to proceed issued by the CONTRACT ADMINISTRATOR.

28 B. The CONSULTANT is advised and hereby acknowledges its understanding that

1 any recommendation for award is not binding on the COUNTY until the AGREEMENT is
2 fully executed following its approval by the COUNTY's Board of Supervisors.

3 VI. ALLOWABLE COSTS AND PAYMENTS

4 A. Total Fee:

5 1. Notwithstanding any other provisions in the AGREEMENT, the Total Fee
6 for the services required under the AGREEMENT, shall not exceed the total sum of Nine
7 Hundred Thousand and No/000 Dollars (\$900,000.00) over the entire term of the
8 AGREEMENT. Compensation for the services
9 rendered shall be computed at the hourly and cost rates shown in Appendix D, subject to
10 any adjustments that may be approved in accordance with Article VI, Section A, Paragraph
11 3.

12 2. The hourly and cost rates listed herein for services rendered by the
13 CONSULTANT and subconsultants shall remain in effect for the entire duration of the
14 AGREEMENT unless adjusted in accordance with the provisions of Article VI, Section A,
15 Paragraphs 3, 5, or 6.

16 3. The hourly rates paid for services performed by the CONSULTANT and by
17 subconsultants of the CONSULTANT and the rates for expenses incidental to the
18 CONSULTANT'S and subconsultant's performance of services may be adjusted no more
19 than once annually for inflation, in accordance with the following provisions: the
20 CONSULTANT may request new labor rates and new rates for expenses incidental to the
21 CONSULTANT'S and subconsultant's performance of services subject to written approval
22 of the CONTRACT ADMINISTRATOR in accordance with the provisions of this Article VI,
23 Section A, Paragraph 3. The CONSULTANT shall initiate the rate adjustment process by
24 submitting to the CONTRACT ADMINISTRATOR a proposed adjusted fee schedule. The
25 proposed adjusted fee schedule shall include proposed hourly rates for all categories of the
26 CONSULTANT and subconsultants wage classifications and proposed rates for incidental
27 expenses listed in Appendix D. The proposed adjusted fee schedule shall not take effect
28 unless approved in writing by the CONTRACT ADMINISTRATOR. The CONSULTANT

1 hereby acknowledges its understanding that approval by the CONTRACT
2 ADMINISTRATOR of any upward adjustment in the hourly and cost rates shall not provide
3 a basis for any increase in the total fee of \$900,000.00, as set forth in Article VI, Section A,
4 Paragraph 1.

5 4. Expenses incidental to the CONSULTANT'S and subconsultant's
6 performance of services under Article III of the AGREEMENT shall be charged at the rates
7 listed in Appendix D, subject to any adjustments that may be approved in accordance with
8 Article VI, Section A, Paragraphs 3, 5, or 6. Unless incorporated in an adjusted fee
9 schedule approved by the CONTRACT ADMINISTRATOR in accordance with Article VI,
10 Section A, Paragraphs 3, 5, or 6, all other expenses incidental to the CONSULTANT'S and
11 any subconsultant's performance of the services under Article III of the AGREEMENT that
12 are not listed in Appendix D shall be borne by the CONSULTANT.

13 5. In the event that, in accordance with Article I, Section D, the CONTRACT
14 ADMINISTRATOR approves the CONSULTANT to retain additional subconsultants not
15 listed in Appendix B, hourly rates paid for services performed by such additional
16 subconsultants of the CONSULTANT and the rates for expenses incidental to
17 subconsultants performance of services may be adjusted no more than once annually for
18 inflation, in accordance with Article VI, Section A, Paragraph 3. The first annual
19 adjustment of hourly and incidental expense rates for such additional subconsultants shall
20 not be approved prior to one year after the CONTRACT ADMINISTRATOR'S approval of
21 the retention of such additional subconsultant(s) by the CONSULTANT.

22 6. Notwithstanding any other provisions in the AGREEMENT, the
23 CONTRACT ADMINISTRATOR may, at any time, authorize in writing the revision of the
24 CONSULTANT'S or subconsultant's list of rates for incidental expenses to include
25 additional categories of such expenses if, in the opinion of the CONTRACT
26 ADMINISTRATOR, such revision is necessary to facilitate the CONSULTANT'S
27 performance of the PROJECT(S).

28 B. Payments:

1 1. Progress payments will be made by the COUNTY upon receipt of the
2 CONSULTANT'S monthly invoices and approval by the CONTRACT ADMINISTRATOR
3 thereof based on the CONTRACT ADMINISTRATOR'S evaluation of the completion of the
4 respective components of the assigned PROJECT. Invoices shall clearly identify the
5 Phase and Task of the work, and the date(s) on which the work was performed, and shall
6 be submitted with the documentation identified in Article VI, Section B, Paragraph 5.
7 Invoices shall be forwarded electronically to: PWPBusinessOffice@co.fresno.ca.us

8 2. Upon receipt of a proper invoice, the CONTRACT ADMINISTRATOR will
9 take a maximum of ten (10) working days to review, approve, and submit it to the COUNTY
10 Auditor-Controller/Treasurer-Tax Collector. Unsatisfactory or inaccurate invoices will be
11 returned to the CONSULTANT for correction and resubmittal. Payment, less retention, if
12 applicable, will be issued to the CONSULTANT within forty (40) calendar days of the date
13 the Auditor-Controller/Treasurer-Tax Collector receives the approved invoice.

14 3. The COUNTY is entitled to withhold a five percent (5%) retention from the
15 CONSULTANT'S earned compensation in accordance with the provisions of Article VII of
16 the AGREEMENT.

17 4. An unresolved dispute over a possible error or omission may cause
18 payment of the CONSULTANT fees in the disputed amount to be withheld by the
19 COUNTY.

20 5. Concurrently with the invoices, the CONSULTANT shall certify (through
21 copies of issued checks, receipts, or other COUNTY pre-approved documentation) that
22 complete payment, less a five percent (5%) retention, except as otherwise specified in
23 Article VII, has been made to all subconsultants as provided herein for all previous invoices
24 paid by the COUNTY. However, the parties do not intend that the foregoing create in any
25 subconsultants or sub-contractor a third party beneficiary status or any third party
26 beneficiary rights, and do hereby expressly disclaim any such status or rights.

27 6. Final invoices, and separate invoices for retentions, shall be submitted to
28 CONTRACT ADMINISTRATOR no later than thirty (30) days after the phase is completed.

1 Payment for retentions, if any, shall not be made until all services for the phase are
2 completed.

3 7. In the event the DIRECTOR reduces the scope of the CONSULTANT'S
4 work under the AGREEMENT for a specific PROJECT (or discontinues a specific
5 PROJECT), whether due to a deficiency in the appropriation of anticipated funding or
6 otherwise, the CONSULTANT will be compensated on a pro rata basis for actual work
7 completed and accepted by the DIRECTOR in accordance with the terms of the
8 AGREEMENT.

9 VII. RETENTION FROM EARNED COMPENSATION

10 In addition to any amounts withheld under Article III, the CONSULTANT agrees that
11 the COUNTY, at the discretion of the CONTRACT ADMINISTRATOR, may withhold a five
12 percent (5%) retention from the earned compensation of the CONSULTANT. If the
13 CONTRACT ADMINISTRATOR determines that retention will be withheld for a PROJECT,
14 the CONTRACT ADMINISTRATOR will so state in writing prior to commencement of the
15 PROJECT by the CONSULTANT and will identify the PROJECT-specific prerequisites
16 (such as successful completion of a PROJECT phase, as an example) for the release of
17 retentions.

18 VIII. TERMINATION

19 A. The AGREEMENT may be terminated without cause at any time by the
20 COUNTY upon thirty (30) calendar days' written notice. If the COUNTY terminates the
21 AGREEMENT, the CONSULTANT shall be compensated for services satisfactorily
22 completed to the date of termination based upon the compensation rates and subject to
23 the maximum amounts payable agreed to in Article VI, together with such additional
24 services satisfactorily performed after termination which are expressly authorized by the
25 COUNTY to conclude the work performed to date of termination.

26 B. If the CONSULTANT purports to terminate the AGREEMENT, or otherwise
27 refuses to perform pursuant to the AGREEMENT, for reasons other than material breach
28 by the COUNTY, the CONSULTANT shall reimburse the COUNTY, up to a maximum of

1 \$10,000 for the actual expense of issuing a Request For Proposal (RFP), engaging a new
2 consultant, and the new consultant's cost in becoming familiar with the previous
3 CONSULTANT'S work. The COUNTY'S entitlement to such reimbursement shall in no
4 way be construed as a limitation on other damages that may be recoverable by the
5 COUNTY as a result of the CONSULTANT'S termination, in breach of its obligations
6 hereunder.

7 C. The COUNTY may immediately suspend or terminate the AGREEMENT in
8 whole or in part, where in the determination of the COUNTY there is:

- 9 1. An illegal or improper use of funds;
- 10 2. A failure to comply with any term of the AGREEMENT;
- 11 3. A substantially incorrect or incomplete report submitted to the COUNTY;
- 12 4. Improperly performed service.

13 D. In no event shall any payment by the COUNTY constitute a waiver by the
14 COUNTY of any breach of the AGREEMENT or any default which may then exist on the
15 part of the CONSULTANT, nor shall such payment impair or prejudice any remedy
16 available to the COUNTY with respect to the breach or default. The DIRECTOR shall have
17 the right to demand of the CONSULTANT the repayment to the COUNTY of any funds
18 disbursed to the CONSULTANT under the AGREEMENT, which, in the judgment of the
19 DIRECTOR and as determined in accordance with the procedures of Article XVI, were not
20 expended in accordance with the terms of the AGREEMENT. The CONSULTANT shall
21 promptly refund any such funds upon demand.

22 E. The terms of the AGREEMENT, and the services to be provided thereunder, are
23 contingent on the approval of funds by the appropriating government agency. Should
24 sufficient funds not be allocated, the services provided may be modified, or the
25 AGREEMENT terminated at any time by giving the CONSULTANT thirty (30) days advance
26 written notice. In the event of termination on the basis of this Paragraph, the
27 CONSULTANT'S entitlement to payment, in accordance with the payment provisions set
28 forth hereinabove, shall apply only to work performed by the CONSULTANT prior to receipt

1 of written notification of such non-allocation of sufficient funding.

2 IX. FUNDING REQUIREMENTS

3 A. It is mutually understood between the parties that the AGREEMENT may have
4 been written before ascertaining the availability of funds or appropriation of funds, for the
5 mutual benefit of both parties, in order to avoid program and fiscal delays that would occur
6 if the AGREEMENT were executed after that determination was made.

7 B. The AGREEMENT is subject to any additional restrictions, limitations, conditions,
8 or any legislation enacted by the Congress, State Legislature or County Board of
9 Supervisors that may affect the provisions, terms, or funding of the AGREEMENT in any
10 manner.

11 C. It is mutually agreed that if sufficient funds are not appropriated, the
12 AGREEMENT may be amended to reflect any reduction in funds.

13 D. The COUNTY has the option to void the AGREEMENT under the 30-day
14 cancellation clause, or to amend the AGREEMENT by mutually acceptable modification of
15 its provisions to reflect any reduction of funds.

16 X. CHANGE IN TERMS

17 A. The AGREEMENT may be amended or modified only by mutual written
18 agreement of both parties. Except as provided in Article V, Section A, any such written
19 amendment to the AGREEMENT may be approved on the COUNTY's behalf only by its
20 Board of Supervisors.

21 B. The CONSULTANT shall only commence work covered by an amendment after
22 the amendment has been fully executed and written notification to proceed has been
23 issued by the CONTRACT ADMINISTRATOR.

24 XI. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

25 A. The CONSULTANT must give consideration to Disadvantaged Business
26 Enterprise (hereinafter referred to as "DBE") firms as specified in 23 Code of Federal
27 Regulations (hereinafter referred to as "CFR") Section 172.5(b), and in 49 CFR, Part 26.
28 The CONSULTANT must meet the DBE goal established for PROJECTS by using DBEs

1 as subconsultants or document a good faith effort to have met the goal. If a DBE
2 subconsultant is unable to perform, the CONSULTANT must make a good faith effort to
3 replace him/her with another DBE subconsultant if the goal is not otherwise met.

4 B. The CONSULTANT is responsible for being fully informed regarding the
5 requirements of Title 49 CFR, Part 26 and CALTRANS' Disadvantaged Business
6 Enterprise program developed pursuant to the regulations, as detailed in Appendix C,
7 Notice to Proposers DBE Information, attached hereto and incorporated herein.

8 C. A DBE subconsultant may be terminated only with written approval by the
9 CONTRACT ADMINISTRATOR and only for reasons specified in 49 CFR Section 26.53(f).
10 Prior to requesting the CONTRACT ADMINISTRATOR consent for the proposed
11 termination, the CONSULTANT must meet the procedural requirements specified in 49
12 CFR Section 26.53(f).

13 XII. COST PRINCIPLES

14 A. The CONSULTANT agrees that the Contract Cost Principles and Procedures,
15 Title 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq.
16 (Appendix E), shall be used to determine the allowability of cost for individual items.

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

20 C. Any costs for which payment has been made to the CONSULTANT that are
21 determined by subsequent audit to be unallowable under 49 CFR Part 18 and 48 CFR,
22 Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to
23 repayment by the CONSULTANT to the COUNTY.

24 XIII. COVENANT AGAINST CONTINGENT FEES

25 A. The CONSULTANT warrants, by execution of the AGREEMENT, that the
26 CONSULTANT has not employed or retained any company or person, other than a bona
27 fide employee working for the CONSULTANT; to solicit or secure the AGREEMENT; and
28 that CONSULTANT has not paid or agreed to pay any company or person other than a

1 bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other
2 consideration, contingent upon or resulting from the award or formation of the
3 AGREEMENT. For breach or violation of this warranty, the COUNTY shall have the right
4 to annul the AGREEMENT without liability, and to pay only for the value of the work
5 actually performed by the CONSULTANT, or alternatively in the COUNTY's discretion, to
6 deduct from the contract price or consideration, or otherwise recover the full amount of
7 such any such commission, percentage, brokerage fee, gift, contingent fee or similar form
8 of consideration previously paid by the CONSULTANT.

9 XIV. RETENTION OF RECORDS/AUDIT

10 A. For the purpose of determining the sufficiency of the CONSUTLANT'S
11 performance of the contract (and compliance with Public Contract Code 10115, et seq. and
12 Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when
13 applicable), the CONSULTANT, subcontractors, and the COUNTY, and each of them, shall
14 maintain all books, documents, papers, accounting records, and other evidence pertaining
15 to the performance of the AGREEMENT, including but not limited to, the costs of
16 administering the AGREEMENT.

17 B. All parties shall make such materials available at their respective offices at all
18 reasonable times throughout the entirety of the contract term and for three years from the
19 date of final payment under the contract, pursuant to Government Code 8546.7. The state,
20 the State Auditor, the COUNTY, Federal Highway Administration, or any duly authorized
21 representative of the federal government shall have access to any books, records, and
22 documents of the CONSULTANT that are pertinent to the contract for audit, examinations,
23 excerpts, and transactions, and copies thereof shall be furnished if requested. It shall be
24 the responsibility of the CONSULTANT to ensure that all subcontracts in excess of
25 \$25,000 shall contain this provision.

26 C. The CONSULTANT and subconsultants' contracts, including cost proposals and
27 indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a
28 Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA)

1 ICR Audit Workpaper Review. If selected for audit or review, the AGREEMENT, cost
2 proposal and ICR and related workpapers, if applicable, will be reviewed to verify
3 compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances
4 of a CPA ICR Audit Workpaper Review it is the CONSULTANT'S responsibility to ensure
5 federal, state, or local government officials are allowed full access to the CPA's
6 workpapers. The AGREEMENT, cost proposal, and ICR shall be adjusted by the
7 CONSULTANT and approved by the CONTRACT ADMINISTRATOR to conform to the
8 audit or review recommendations. The CONSULTANT agrees that individual terms of costs
9 identified in the audit report shall be incorporated into the AGREEMENT by this reference if
10 directed by the COUNTY at its sole discretion. Refusal by the CONSULTANT to
11 incorporate audit or review recommendations, or to ensure that the Federal, State, or local
12 governments have access to CPA workpapers, will be considered a breach of the
13 AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of
14 prior reimbursed costs.

15 XV. AUDIT REVIEW PROCEDURES

16 A. Any dispute concerning a question of fact arising under an interim or post audit
17 of the AGREEMENT that is not disposed of by agreement between the parties, shall be
18 reviewed by the COUNTY's Auditor/Controller/Treasurer/Tax-Collector.

19 B. Not later than 30 days after issuance of the final audit report, the CONSULTANT
20 may request a review by the COUNTY's Auditor/Controller/Treasurer/Tax-Collector of
21 unresolved audit issues. The request for review will be submitted in writing.

22 C. Neither the pendency of a dispute nor its consideration by the COUNTY will
23 excuse the CONSULTANT from full and timely performance, in accordance with the terms
24 of the AGREEMENT.

25 D. The CONSULTANT and subconsultants' contracts, including cost proposals and
26 indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a
27 Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA)
28 ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal

1 and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48
2 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit
3 Workpaper Review it is the CONSULTANT's responsibility to ensure federal, state, or local
4 government officials are allowed full access to the CPA's workpapers. The AGREEMENT,
5 cost proposal, and ICR shall be adjusted by the CONSULTANT and approved by the
6 CONTRACT ADMINISTRATOR to conform to the audit or review recommendations. The
7 CONSULTANT agrees that individual terms of costs identified in the audit report shall be
8 incorporated into the contract by this reference if directed by the COUNTY at its sole
9 discretion. Refusal by the CONSULTANT to incorporate audit or review recommendations,
10 or to ensure that the Federal, State, or local governments have access to CPA workpapers,
11 will be considered a breach of contract terms and cause for termination of the
12 AGREEMENT and disallowance of prior reimbursed costs.

13 XVI. ERRORS OR OMISSIONS CLAIMS AND DISPUTES

14 A. Definitions:

15 1. A "Consultant" is a duly licensed Architect or Engineer, or other provider of
16 professional services, acting as a business entity (owner, partnership, corporation, joint
17 venture or other business association) in accordance with the terms of an agreement with
18 the COUNTY.

19 2. A "Claim" is a demand or assertion by one of the parties seeking, as a
20 matter of right, adjustment or interpretation of contract terms, payment of money, extension
21 of time, change orders, or other relief with respect to the terms of the contract. The term
22 "Claim" also includes other disputes and matters in question between the COUNTY and
23 the CONSULTANT arising out of or relating to the contract. Claims must be made by
24 written notice. The provisions of Government Code section 901, et seq., shall apply to
25 every claim made to the COUNTY. The responsibility to substantiate claims shall rest with
26 the party making the claim. The term "Claim" also includes any allegation of an error or
27 omission by the CONSULTANT.

28 B. In the spirit of cooperation between the COUNTY and the CONSULTANT, the

1 following procedures are established in the event of any claim or dispute alleging a
2 negligent error, act, or omission, of the CONSULTANT.

3 1. Claims, disputes or other matters in question between the parties, arising
4 out of or relating to the AGREEMENT, shall not be subject to arbitration, but shall be
5 subject to the following procedures.

6 2. The COUNTY and the CONSULTANT shall meet and confer and attempt
7 to reach agreement on any dispute, including what damages have occurred, the measure
8 of damages and what proportion of damages, if any, shall be paid by either party. The
9 parties agree to consult and consider the use of mediation or other form of dispute
10 resolution prior to resorting to litigation.

11 3. If the COUNTY and the CONSULTANT cannot reach agreement under
12 Article XVI, Section B, Paragraph 2, the disputed issues may, upon concurrence by all
13 parties, be submitted to a panel of three (3) for a recommended resolution. The
14 CONSULTANT and the COUNTY shall each select one (1) member of the panel, and the
15 third member shall be selected by the other two panel members. The discovery rights
16 provided by California Code of Civil Procedure for civil proceedings shall be available and
17 enforceable to resolve the disputed issues. Either party requesting this dispute resolution
18 process shall, when invoking the rights to this panel, give to the other party a notice
19 describing the claims, disputes and other matters in question. Prior to twenty (20) working
20 days before the initial meeting of the panel, both parties shall submit all documents such
21 party intends to rely upon to resolve such dispute. If it is determined by the panel that any
22 party has relied on such documentation, but has failed to previously submit such
23 documentation on a timely basis to the other party, the other party shall be entitled to a 20-
24 working-day continuance of such initial meeting of the panel. The decision by the panel is
25 not a condition precedent to arbitration, mediation or litigation.

26 4. Upon receipt of the panel's recommended resolution of the disputed
27 issue(s), the COUNTY and the CONSULTANT shall again meet and confer and attempt to
28 reach agreement. If the parties still are unable to reach agreement, each party shall have

1 recourse to all appropriate legal and equitable remedies.

2 C. The procedures to be followed in the resolution of claims and disputes may be
3 modified any time by mutual agreement of the parties hereto.

4 D. The CONSULTANT shall continue to perform its obligations under the
5 AGREEMENT pending resolution of any dispute, and the COUNTY shall continue to make
6 payments of all undisputed amounts due under the AGREEMENT.

7 E. When a claim by either party has been made alleging the CONSULTANT'S
8 negligent error, act, or omission, the COUNTY and the CONSULTANT shall meet and
9 confer within twenty-one (21) working days after the written notice of the claim has been
10 provided.

11 XVII. SUBCONTRACTING

12 A. The CONSULTANT shall perform the work contemplated with resources
13 available within its own organization; and no portion of the work pertinent to this contract
14 shall be subcontracted without prior written authorization by the CONTRACT
15 ADMINISTRATOR, excepting only those portions of the work and the responsible
16 subconsultants that are expressly identified in Appendix B hereto.

17 B. Any subcontract in excess of \$25,000 entered into by CONSULTANT, pertaining
18 to work to be performed under the AGREEMENT, shall contain all of the provisions
19 stipulated in the AGREEMENT to be applicable to subconsultants.

20 C. Any substitution of subconsultant(s) must be approved in writing by the
21 CONTRACT ADMINISTRATOR prior to the start of work by such subconsultant(s).

22 XVIII. EQUIPMENT PURCHASE

23 A. Prior authorization in writing, by the CONTRACT ADMINISTRATOR shall be
24 required before the CONSULTANT enters into any unbudgeted purchase order, or
25 subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. The
26 CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such
27 costs.

28 B. Prior authorization by the CONTRACT ADMINISTRATOR shall be required for

1 purchase of any item, service or consulting work in excess of \$5,000 that is not covered in
2 the CONSULTANT'S Cost Proposal; and the CONSULTANT'S request must be
3 accompanied by at least three competitive quotations, unless the absence of bidding is
4 adequately justified, to the satisfaction of the CONTRACT ADMINISTRATOR in his or her
5 discretion, by written explanation provided by the CONSULTANT with its submittal.

6 C. Any authorized purchase of equipment as a result of the AGREEMENT is
7 subject to the following: "The CONSULTANT shall maintain an inventory of all
8 nonexpendable property. Nonexpendable property is defined as having a useful life of at
9 least two years and an acquisition cost of \$5,000 or more. If the purchased equipment
10 needs replacement and is sold or traded in, the COUNTY shall receive a proper refund or
11 credit at the conclusion of the contract, or if the contract is terminated, the CONSULTANT
12 may either keep the equipment and credit the COUNTY in an amount equal to its fair
13 market value, or sell such equipment at the best price obtainable at a public or private sale,
14 in accordance with established COUNTY procedures; and credit the COUNTY in an
15 amount equal to the sales price. If the CONSULTANT elects to keep the equipment, fair
16 market value shall be determined at the CONSULTANT'S expense, on the basis of a
17 competent independent appraisal of such equipment. Appraisals shall be obtained from an
18 appraiser mutually agreeable to by the COUNTY and the CONSULTANT, if it is determined
19 to sell the equipment, the terms and conditions of such sale must be approved in advance
20 by the COUNTY." Title 49 CFR, Part 18 requires a credit to Federal funds when
21 participating equipment with a fair market value greater than \$5,000.00 is credited to the
22 PROJECT.

23 XIX. INSPECTION OF WORK

24 The CONSULTANT and any subcontractor shall permit the COUNTY, the state, and
25 the FHWA to review and inspect the PROJECT activities and files at all reasonable times
26 during the performance period of the AGREEMENT including review and inspection on a
27 daily basis.

28 XX. LIABILITY INSURANCE

1 A. Without limiting the COUNTY'S right to obtain indemnification from the
2 CONSULTANT or any third parties, the CONSULTANT, at its sole expense, shall maintain
3 in full force and effect, the following insurance policies prior to commencement of any work
4 for the COUNTY and, thereafter, throughout the entire term of the AGREEMENT (with the
5 exception of Professional Liability Insurance, which the CONSULTANT shall maintain in full
6 force and effect for the additional period of time required by Article XX, Section A,
7 Paragraph 4).

8 1. Commercial General Liability Insurance with limits not less than One
9 Million Dollars **(\$1,000,000.00)** per occurrence and an annual aggregate of not less than
10 Two Million Dollars **(\$2,000,000.00)**. This policy shall be issued on a per occurrence basis.
11 The COUNTY may require specific coverages including completed operations, products
12 liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other
13 liability insurance deemed necessary because of the nature of the AGREEMENT.

14 2. Comprehensive Automobile Liability Insurance with limits for bodily injury
15 of Two Hundred Fifty Thousand Dollars **(\$250,000.00)** per person, Five Hundred Thousand
16 Dollars **(\$500,000.00)** per accident and for property damages of Fifty Thousand Dollars
17 **(\$50,000.00)**, or such coverage with a combined single limit of Five Hundred Thousand
18 Dollars **(\$500,000.00)**. Coverage should include owned and non-owned vehicles used in
19 connection with the AGREEMENT.

20 3. Worker's Compensation insurance policy as required by the California
21 Labor Code.

22 4. Professional Liability Insurance:

23 a. If the CONSULTANT employs licensed professional staff in
24 providing services, Professional Liability Insurance with limits of One Million Dollars
25 **(\$1,000,000.00)** per claim, Three Million Dollars **(\$3,000,000.00)** annual aggregate.

26 b. The Professional Liability Insurance shall be kept in full force and
27 effect for a period of three (3) years from the date of substantial completion of the
28 CONSULTANT'S work as determined by the COUNTY.

1 c. The CONSULTANT shall obtain endorsements to the Commercial
2 General Liability insurance naming the COUNTY, its officers, agents, and employees,
3 individually and collectively, as additional insured, but only insofar as the operations under
4 the AGREEMENT are concerned. Such coverage for additional insured shall apply as
5 primary insurance and any other insurance, or self-insurance, maintained by the COUNTY,
6 its officers, agents and employees shall be excess only and not contributing with insurance
7 provided under the CONSULTANT'S policies herein. The CONSULTANT shall give the
8 COUNTY at least thirty (30) days advance written notice of any cancellation, expiration,
9 reduction or other material change in coverage with respect to any of the aforesaid policies.

10 d. Prior to commencing any such work under the AGREEMENT, the
11 CONSULTANT shall provide to the COUNTY certificates of insurance and endorsements
12 for all of the required policies as specified above, stating that all such insurance coverage
13 has been obtained and is in full force; that the COUNTY, its officers, agents and
14 employees will not be responsible for any premiums on the policies; that such Commercial
15 General Liability insurance names the COUNTY, its officers, agents and employees,
16 individually and collectively, as additional insured, but only insofar as the operations under
17 the AGREEMENT are concerned; that such coverage for additional insured shall apply as
18 primary insurance and any other insurance, or self-insurance, maintained by the COUNTY,
19 its officers, agents and employees, shall be excess only and not contributing with insurance
20 provided under the CONSULTANT'S policies herein; and that this insurance shall not be
21 cancelled or changed without a minimum of thirty (30) days advance, written notice given
22 to the COUNTY. All certificates shall clearly indicate the COUNTY'S identifying Contract
23 Number for the AGREEMENT, and the certificates shall be sent to the attention of the
24 CONTRACT ADMINISTRATOR.

25 e. In the event the CONSULTANT fails to keep in effect at all times
26 insurance coverage as herein provided, the COUNTY may, in addition to other remedies it
27 may have, suspend or terminate the AGREEMENT upon the occurrence of such event.

28 f. All policies shall be issued by admitted insurers licensed to do

1 business in the State of California, and all such insurance shall be purchased from
2 companies possessing a current A.M. Best, Inc. rating of A and FSC VII or better.

3 XXI. HOLD HARMLESS

4 A. The CONSULTANT shall defend, hold harmless and indemnify the COUNTY, its
5 officers, agents, and employees, against the payment of any and all costs and expenses
6 (including reasonable attorney fees and court costs), damages, claims, suits, losses, and
7 liability for bodily and personal injury to or death of any person or for loss of any property
8 resulting from or arising out of any negligent or wrongful acts, errors or omissions of the
9 CONSULTANT, its officers, agents, and employees, in performing or failing to perform any
10 work, services, or functions under the AGREEMENT.

11 B. The COUNTY and the CONSULTANT hereby declare their mutual intent to
12 cooperate in the defense of any claim, suit, or other action alleging liability, arising from the
13 negligent performance or failure to perform of any COUNTY construction contractor or
14 subcontractor involved in PROJECT(S). Such cooperation may include an agreement to
15 prepare and present a cooperative defense after consultation with the CONSULTANT'S
16 professional liability insurance carrier.

17 XXII. OWNERSHIP OF DATA

18 A. All documents, including preliminary documents, calculations, and survey data,
19 required in performing services under the AGREEMENT shall be submitted to, and shall
20 remain at all times the property of the COUNTY regardless of whether they are in the
21 possession of the CONSULTANT or any other person, firm, corporation or agency.

22 B. The CONSULTANT understands and agrees the COUNTY shall retain full
23 ownership rights of the drawings and work product of the CONSULTANT for the
24 PROJECT, to the fullest extent permitted by law. In this regard, the CONSULTANT
25 acknowledges and agrees the CONSULTANT'S services are on behalf of the COUNTY
26 and are "works made for hire," as that term is defined in copyright law, by the COUNTY;
27 that the drawings and work product to be prepared by the CONSULTANT are for the sole
28 and exclusive use of the COUNTY, and that the COUNTY shall be the sole owner of all

1 patents, copyrights, trademarks, trade secrets and other rights and contractual interests in
2 connection therewith which are developed and compensated solely under the
3 AGREEMENT; that all the rights, title and interest in and to the drawings and work product
4 will be transferred to the COUNTY by the CONSULTANT to the extent the CONSULTANT
5 has an interest in and authority to convey such rights; and the CONSULTANT will assist
6 the COUNTY to obtain and enforce patents, copyrights, trademarks, trade secrets, and
7 other rights and contractual interests relating to said drawings and work product, free and
8 clear of any claim by the CONSULTANT or anyone claiming any right through the
9 CONSULTANT. The CONSULTANT further acknowledges and agrees the COUNTY's
10 ownership rights in such drawings or work product, shall apply regardless of whether such
11 drawings or work product, or any copies thereof, are in possession of the CONSULTANT,
12 or any other person, firm, corporation, or entity. For purposes of the AGREEMENT the
13 terms "drawings and work product" shall mean all reports and study findings commissioned
14 to develop the PROJECT design, drawings and schematic or preliminary design
15 documents, certified reproducibles of the original final construction contract drawings,
16 specifications, the approved estimate, record drawings, as-built plans, and discoveries,
17 developments, designs, improvement, inventions, formulas, processes, techniques, or
18 specific know-how and data generated or conceived or reduced to practice or learning by
19 the CONSULTANT, either alone or jointly with others, that result from the tasks assigned to
20 the CONSULTANT by the COUNTY under the AGREEMENT.

21 C. If the AGREEMENT is terminated during or at the completion of any phase
22 under Article III, a reproducible copy of report(s) or preliminary documents shall be
23 submitted by the CONSULTANT to the COUNTY, which may use them to complete the
24 PROJECT(S) at a future time.

25 D. If the PROJECT is terminated at the completion of a construction document
26 phase of the PROJECT, certified reproducibles on 4 mil thick double matte film of the
27 original final construction contract drawings, specifications, and approved engineer's
28 estimate shall be submitted by the CONSULTANT to the COUNTY.

1 E. Documents, including drawings and specifications, prepared by the
2 CONSULTANT pursuant to the AGREEMENT are intended to be suitable for reuse by the
3 COUNTY or others on extensions of the services provided for PROJECT. Any use of
4 completed documents for projects other than PROJECT(S) and/or any use of uncompleted
5 documents will be at the COUNTY'S sole risk and without liability or legal exposure to the
6 CONSULTANT.

7 The electronic files provided by the CONSULTANT to the COUNTY are submitted
8 for an acceptance period lasting until the expiration of the AGREEMENT (i.e., throughout
9 the duration of the contract term, including any extensions). Any defects the COUNTY
10 discovers during such acceptance period will be reported to the CONSULTANT and will be
11 corrected as part of the CONSULTANT'S "Basic Scope of Work."

12 F. The CONSULTANT shall not be liable for claims, liabilities or losses arising out
13 of, or connected with (1) the modification or misuse by the COUNTY or anyone authorized
14 by the COUNTY, of such CAD data, or (2) decline of accuracy or readability of CAD data
15 due to inappropriate storage conditions or duration; or (3) any use by the COUNTY, or
16 anyone authorized by the COUNTY, of such CAD data or other PROJECT documentation
17 for additions to the PROJECT for the completion of the PROJECT by others, or for other
18 projects; except to the extent that said use may be expressly authorized, in writing, by the
19 CONSULTANT.

20 G. The COUNTY, in the discretion of its Board of Supervisors, may permit the
21 copyrighting of reports or other products of the AGREEMENT; and provided further, that if
22 copyrights are permitted; the CONSULTANT hereby agrees and the AGREEMENT shall be
23 deemed to provide that the Federal Highway Administration shall have the royalty-free
24 nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize
25 others to use, the work for government purposes.

26 XXIII. CLAIMS FILED BY THE COUNTY'S CONSTRUCTION CONTRACTOR

27 A. If claims are filed by the COUNTY's construction contractor relating to work
28 performed by the CONSULTANT'S personnel, and additional information or assistance

1 from the CONSULTANT'S personnel is required in order to evaluate or defend against
2 such claims, then the CONSULTANT hereby agrees in such event to make its personnel
3 available for consultation with the COUNTY's construction contract administration and legal
4 staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

5 B. The CONSULTANT'S personnel that the COUNTY considers essential to assist
6 in defending against the construction contractor's claims will be made available on
7 reasonable notice from the DIRECTOR. Services of the CONSULTANT'S personnel in
8 connection with consultation or testimony for this purpose will be performed pursuant to a
9 written contract amendment, if determined by the parties to be necessary or appropriate.

10 XXIV. CONFIDENTIALITY OF DATA

11 A. All financial, statistical, personal, technical, or other data and information relative
12 to the COUNTY'S operations, which are designated confidential by the COUNTY and
13 made available to the CONSULTANT in order to carry out the AGREEMENT, shall be
14 protected by the CONSULTANT from unauthorized use and disclosure.

15 B. Permission to disclose information on one occasion, or public hearing held by
16 the COUNTY relating to the contract, shall not authorize the CONSULTANT to further
17 disclose such information, or disseminate the same on any other occasion.

18 C. The CONSULTANT shall not comment publicly to the press or any other media
19 regarding the AGREEMENT or the COUNTY's actions on the same, except to the
20 COUNTY's staff, the CONSULTANT'S own personnel involved in the performance of the
21 AGREEMENT, at public hearings or in response to questions from a Legislative committee.

22 D. The CONSULTANT shall not issue any news release or public relations item of
23 any nature, whatsoever, regarding work performed or to be performed under the
24 AGREEMENT without prior review of the contents thereof by the COUNTY, and receipt of
25 the COUNTY'S written permission.

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

28 XXV. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

1 In accordance with Public Contract Code Section 10296, the CONSULTANT hereby
2 states under penalty of perjury that no more than one final unappealable finding of
3 contempt of court by a federal court has been issued against the CONSULTANT within the
4 immediately preceding two-year period, because of the CONSULTANT'S failure to comply
5 with an order of a federal court that orders the CONSULTANT to comply with an order of
6 the National Labor Relations Board.

7 XXVI. EVALUATION OF THE CONSULTANT

8 The CONSULTANT'S performance will be evaluated by the COUNTY using the form
9 attached to the RFQ as Attachment C. A copy of the evaluation will be sent to the
10 CONSULTANT for comments. The evaluation together with the comments shall be
11 retained as part of the contract record.

12 XXVII. STATEMENT OF COMPLIANCE: NON-DISCRIMINATION

13 A. The CONSULTANT'S signature affixed herein, and dated, shall constitute a
14 certification under penalty of perjury under the laws of the State of California that the
15 CONSULTANT has, unless exempt, complied with, the nondiscrimination program
16 requirements of Government Code Section 12990 and Title 2, California
17 Administrative Code, Section 8103.

18 B. During the performance of the AGREEMENT, the CONSULTANT and its
19 subconsultants shall not unlawfully discriminate, harass, or allow harassment against any
20 employee or applicant for employment because of sex, race, color, ancestry, religious
21 creed, national origin, physical disability (including HIV and AIDS), mental disability,
22 medical condition (e.g., cancer), age (over 40), marital status, and denial of family care
23 leave. The CONSULTANT and subconsultants shall ensure that the evaluation and
24 treatment of their employees and applicants for employment are free from such
25 discrimination and harassment. The CONSULTANT and subconsultants shall comply with
26 the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.)
27 and the applicable regulations promulgated thereunder (California Code of Regulations,
28 Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and

1 Housing Commission implementing Government Code Section 12990 (a-f), set forth in
2 Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated
3 into the AGREEMENT by reference and made a part hereof as if set forth in full. The
4 CONSULTANT and subconsultants shall give written notice of their obligations under this
5 clause to labor organizations with which they have a collective bargaining or other
6 agreement.

7 C. The CONSULTANT and subconsultants shall include the nondiscrimination and
8 compliance provisions of this clause in all subcontracts to perform work under the
9 AGREEMENT.

10 XXVIII. DEBARMENT AND SUSPENSION CERTIFICATION

11 A. The CONSULTANT'S signature affixed herein, shall constitute a certification
12 under penalty of perjury under the laws of the State of California, that the CONSULTANT
13 has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and
14 Suspension Certificate, which certifies that he/she or any person associated therewith in
15 the capacity of owner, partner, director, officer, or manager, is not currently under
16 suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal
17 agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible
18 by any federal agency within the past three (3) years; does not have a proposed
19 debarment pending; and has not been indicted, convicted, or had a civil judgment rendered
20 against it by a court of competent jurisdiction in any matter involving fraud or official
21 misconduct within the past three (3) years. Any exceptions to this certification must be
22 disclosed to the COUNTY on Appendix F.

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

26 C. Exceptions to the Federal Government Excluded Parties Listing System
27 maintained by the General Services Administration are to be determined by the Federal
28 Highway Administration.

1 XXIX. COMPLIANCE WITH LAWS AND STATE PREVAILING WAGE RATES

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

5 B. Any subcontract entered into as a result of this contract if for more than \$25,000
6 for public works construction or more than \$15,000 for the alteration, demolition, repair, or
7 maintenance of public works, shall contain all of the provisions of this Article.

8 XXX. CONFLICT OF INTEREST

9 A. The CONSULTANT shall comply with the provisions of the Fresno County
10 Department of Public Works and Planning Conflict of Interest Code, attached hereto as
11 Appendix G and incorporated herein. Such compliance shall include the filing of annual
12 statements pursuant to the regulations of the State Fair Political Practices Commission
13 including, but not limited to, portions of Form 700.

14 B. The CONSULTANT shall disclose any financial, business, or other relationship
15 with the COUNTY that may have an impact upon the outcome of this contract, or any
16 ensuing COUNTY construction project. The CONSULTANT shall also list current clients
17 who may have a financial interest in the outcome of this contract, or any ensuing COUNTY
18 construction project, which will follow.

19 C. The CONSULTANT hereby certifies that it does not now have, nor shall it
20 acquire any financial or business interest that would conflict with the performance of
21 services under the AGREEMENT.

22 D. The CONSULTANT hereby certifies that neither the CONSULTANT, nor any firm
23 affiliated with the CONSULTANT will bid on any construction contract, or on any contract to
24 provide construction inspection for any construction PROJECT resulting from the
25 AGREEMENT; provided, however, that this shall not be construed as disallowing the
26 CONSULTANT or affiliated firm from performing, pursuant to the AGREEMENT or other
27 agreement with the COUNTY, construction inspection services on behalf of the COUNTY
28 for the PROJECT. An affiliated firm is one, which is subject to the control of the same

1 persons through joint ownership, or otherwise.

2 E. Except for subconsultants or subcontractors whose services are limited to
3 providing surveying or materials testing information, no subcontractor who has provided
4 design services in connection with this contract shall be eligible to bid on any construction
5 contract, or on any contract to provide construction inspection for any construction project
6 resulting from this contract; provided, however, that this shall not be construed as
7 disallowing subcontractors who have provided design services for the PROJECT from
8 performing, pursuant to the AGREEMENT or other agreement with the COUNTY,
9 construction inspection services on behalf of the COUNTY for the PROJECT.

10 XXXI. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

11 The CONSULTANT warrants that the AGREEMENT was not obtained or secured
12 through rebates kickbacks or other unlawful consideration, either promised or paid to any
13 COUNTY employee. For breach or violation of this warranty, the COUNTY shall have the
14 right, in its discretion, to do any of the following: terminate the AGREEMENT without
15 liability; or to pay only for the value of the work actually performed; or to deduct from the
16 AGREEMENT price, or otherwise recover the full amount of such rebate, kickback or other
17 unlawful consideration.

18 XXXII. PROHIBITION OF EXPENDING COUNTY STATE OR FEDERAL FUNDS FOR
19 LOBBYING

20 A. The CONSULTANT shall sign the lobbying forms, attached hereto and
21 incorporated herein as Appendix H, as required by the instructions found on each form.

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

23 1. No state, federal or COUNTY appropriated funds have been paid, or will
24 be paid by or on behalf of the CONSULTANT to any person for influencing or attempting to
25 influence an officer or employee of any state or federal agency; a Member of the State
26 Legislature or United States Congress; an officer or employee of the Legislature or
27 Congress; or any employee of a Member of the Legislature or Congress, in connection with
28 any of the following:

- a. the awarding of any state or federal contract;
- b. the making of any state or federal grant;
- c. the making of any state or federal loan;
- d. the entering into of any cooperative agreement, or
- e. the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federally 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, then the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The certification required by the provisions of this Article 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 Title 31, U.S. Code Section 1352. 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.

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

XXXIII. INDEPENDENT CONTRACTOR

A. In performance of the work, duties and obligations assumed by the CONSULTANT under the AGREEMENT, it is mutually understood and agreed that the CONSULTANT, including any and all of the CONSULTANT'S officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate

1 of the COUNTY. Furthermore, the COUNTY shall have no right to control or supervise or
2 direct the manner or method by which the CONSULTANT shall perform its work and function.
3 However, the COUNTY shall retain the right to administer the AGREEMENT so as to verify
4 that the CONSULTANT is performing its obligations in accordance with the terms and
5 conditions thereof.

6 B. The CONSULTANT and the COUNTY shall comply with all applicable provisions of
7 law and the rules and regulations, if any, of governmental authorities having jurisdiction over
8 matters the subject thereof.

9 C. Because of its status as an independent contractor, the CONSULTANT shall have
10 absolutely no right to employment rights and benefits available to COUNTY employees. the
11 CONSULTANT shall be solely liable and responsible for providing to, or on behalf of, its
12 employees all legally-required employee benefits. In addition, the CONSULTANT shall be
13 solely responsible and save the COUNTY harmless from all matters relating to payment of
14 the CONSULTANT'S employees, including compliance with Social Security withholding and
15 all other regulations governing such matters. It is acknowledged that during the term of the
16 AGREEMENT, the CONSULTANT may be providing services to others unrelated to the
17 COUNTY or to the AGREEMENT.

18 XXXIV. DISCLOSURE OF SELF-DEALING TRANSACTIONS

19 This provision is only applicable if the CONSULTANT is operating as a corporation
20 (a for-profit or non-profit corporation) or if during the term of the AGREEMENT, the
21 CONSULTANT changes its status to operate as a corporation. Members of the
22 CONSULTANT'S Board of Directors shall disclose any self-dealing transactions that they
23 are a party to while the CONSULTANT is providing goods or performing services under the
24 AGREEMENT. A self-dealing transaction shall mean a transaction to which the
25 CONSULTANT is a party and in which one or more of its directors has a material financial
26 interest. Members of the Board of Directors shall disclose any self-dealing transactions that
27 they are a party to by completing and signing a Self-Dealing Transaction Disclosure Form,
28 attached hereto as Appendix I, and submitting it to the COUNTY prior to commencing with

1 the self-dealing transaction or immediately thereafter.

2 XXXV. NOTIFICATION

3 All notices hereunder and communications regarding interpretation of the terms of
4 the AGREEMENT and changes thereto, shall be effected by the mailing thereof by
5 registered or certified mail, return receipt requested, postage prepaid, and addressed to
6 the CONTRACT ADMINISTRATOR and the CONSULTANT'S Project Manager identified
7 on Page 1 of the AGREEMENT.

8 XXXVI. NON-ASSIGNMENT

9 Neither party shall assign, transfer or sub-contract the AGREEMENT or any of its
10 respective rights or duties hereunder, without the prior written consent of the other party.

11 XXXVII. CONSULTANT'S LEGAL AUTHORITY

12 Each individual executing or attesting the AGREEMENT on behalf of the
13 CONSULTANT hereby covenants, warrants, and represents: (i) that he or she is duly
14 authorized by or in accordance with the CONSULTANT'S corporate by-laws to execute or
15 attest and deliver the AGREEMENT on behalf of the CONSULTANT; and (ii) that the
16 AGREEMENT, once he or she has executed it, is and shall be binding upon such
17 Corporation.

18 XXXVIII. BINDING UPON SUCCESSORS

19 The AGREEMENT shall be binding upon and inure to the benefit of the parties and
20 their respective successors in interest, assigns, legal representatives, and heirs.

21 XXXIX. INCONSISTENCIES

22 In the event of any inconsistency in interpreting the documents which constitute the
23 AGREEMENT, the inconsistency shall be resolved by giving precedence in the following
24 order of priority: (1) the text of the AGREEMENT (excluding Appendices); (2) Appendices
25 to the AGREEMENT.

26 XL. SEVERABILITY

27 Should any part of the AGREEMENT be determined to be invalid or unenforceable,
28 then the AGREEMENT shall be construed as not containing such provision, and all other

1 provisions which are otherwise lawful shall remain in full force and effect, and to this end
2 the provisions of the AGREEMENT are hereby declared to be severable.

3 XLI. FINAL AGREEMENT

4 Both of the above-named parties to the AGREEMENT hereby expressly agree that
5 the AGREEMENT constitutes the entire agreement between the two parties with respect to
6 the subject matter hereof and supersedes all previous negotiations, proposals,
7 commitments, writing, advertisements, publications, and understandings of any nature
8 whatsoever unless expressly included in the AGREEMENT. In consideration of promises,
9 covenants and conditions contained in the AGREEMENT, the CONSULTANT and the
10 COUNTY, and each of them, do hereby agree to diligently perform in accordance with the
11 terms and conditions of the AGREEMENT, as evidenced by the signatures below.

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1 IN WITNESS WHEREOF, the parties have executed this Agreement on the date
2 set forth above.

3 PROVOST & PRITCHARD ENGINEERING
4 GROUP, INC., DBA, PROVOST &
5 PRITCHARD CONSULTING GROUP

COUNTY OF FRESNO

6 BY: Matthew W Kemp
7 Matthew Kemp
8 Vice President/Principal-in-Charge

Brian Pacheco
9 Brian Pacheco, Chairman
10 Board of Supervisors

11 REVIEWED AND RECOMMENDED
12 FOR APPROVAL

ATTEST:
13 Bernice E. Seidel, Clerk
14 Board of Supervisors

15 By: Steven E. White
16 Steven E. White, Director
17 Department of Public Works and
18 Planning

By: Rose Cuyler
Deputy

19 APPROVED AS TO LEGAL FORM
20 Daniel C. Cederborg
21 County Counsel

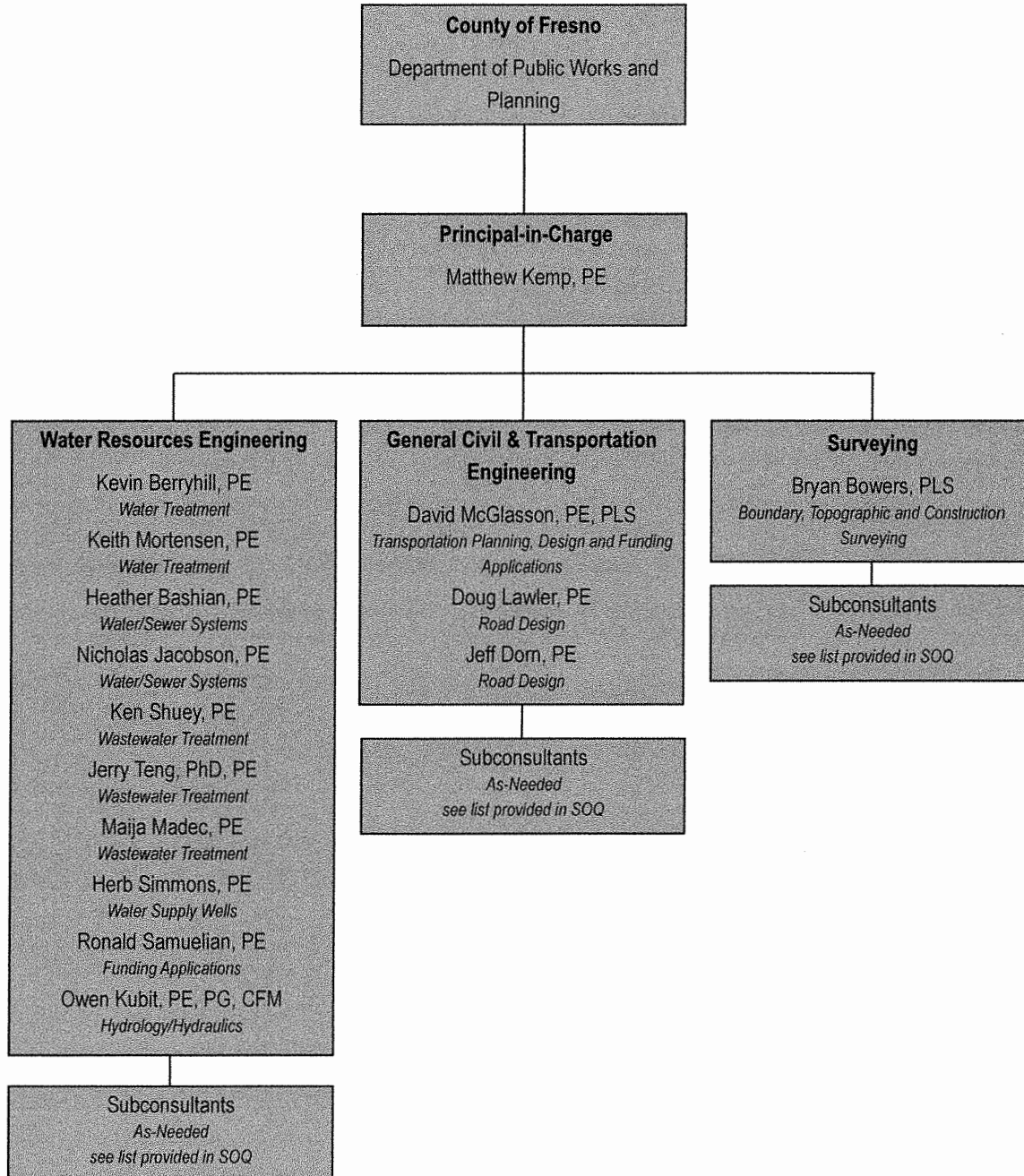
22 By: Michael E. A.
23 Deputy

24 APPROVED AS TO ACCOUNTING
25 FORM
26 Oscar J. Garcia CPA
27 Auditor-Controller/ Treasurer-Tax
28 Collector

By: Laura S. For
Deputy

FOR ACCOUNTING USE ONLY
Fund: 0001
Subclass: 10000
Org. No: 4510
Account: 7295

PROVOST & PRITCHARD - Firm Organization Chart



Part 2 - Subconsultants

Provost & Pritchard has worked with a number of subconsultants for various project needs. Our project team maintains positive working relationships with a number of diverse firms that provide specialized services to help enhance our project teams. These relationships include subconsultants that are registered DBE and UDBE firms.

The following table presents a listing of the subconsultants that Provost & Pritchard would contract with on any project that may be proposed by the County of Fresno, including DBE and UDBE firms.

For purposes of this Statement of Qualifications, we are submitting only our firm's qualifications. Detailed resumes of any of the subconsultants listed will be made available once the County has identified a specific project and a formal project team is assembled. If federal and/or state funds are being used as part of the project that require the use of DBE/UDBE firms, Provost & Pritchard is prepared to comply with all requirements that may be a part of the proposed project.

Firm Name	Role	DBE Status
DP Engineering Transportation Design	Traffic Engineering	DBE #39002 SB # 2003015
TRC	Structural Engineering	
Cornerstone Engineering	Structural Engineering	DBE #40382
Design Lab 252	Landscape Architecture	SB# 1513561
Miller, Pezzoni & Associates, Inc.	Electrical Engineering	
Kleinfelder	Geotechnical Engineering	
BSK & Associates	Geotechnical Engineering	
Aerial Photomapping Services	Aerial Mapping and Photogrammetry	
Pacific HDS	Laser Scanning & Digital Duplication	
Kenneth D. Schmidt & Associates	Hydrogeology	

NOTICE TO PROPOSERS DBE INFORMATION

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

1. TERMS AS USED IN THIS DOCUMENT

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

2. AUTHORITY AND RESPONSIBILITY

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

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-01 *Consultant Proposal DBE Commitment* must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-02 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

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

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
NOTICE TO PROPOSERS DBE INFORMATION
 EXHIBIT 10-I (NEW 01/2017)

Local Assistance Procedures Manual

Page 2 of 2

- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

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


Searches can be performed by one or more criteria. Follow instructions on the screen.

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

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

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: County of Fresno 2. Contract DBE Goal: N/A
 3. Project Description: 2017 On-Call Engineering Consultant Services
 4. Project Location: Various
 5. Consultant's Name: Provost & Pritchard Consulting Group 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: \$900,000
 8. Total Dollar Amount for ALL Subconsultants: TBD 9. Total Number of ALL Subconsultants: 10

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Traffic Engineering	39002	DP Engineering Transportation Design, P.O Box 2392, Shingle Springs, CA 95682, 530-672-2546	TBD
Structural Engineering	40382	Cornerstone Engineering, 986 W. Alluvial Ave., Ste. 201, Fresno, CA 93711, 559-320-3200	TBD
Local Agency to Complete this Section		14. TOTAL CLAIMED DBE PARTICIPATION	\$TBD
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			TBD%
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 _____ Matthew Kemp, P.E. 17. Preparer's Name _____ Vice President 19. Preparer's Title _____	
		6/29/17	16. Date _____
		(559) 449-2700	18. Phone _____

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.



PROVOST & PRITCHARD CONSULTING GROUP
STANDARD FEE SCHEDULE
Effective 1/1/2017
 (hourly rates)

APPENDIX D

This schedule supersedes previously published fee schedules as of the effective date
Multi-year contracts are subject to any subsequent changes in these rates

	<u>Fee Range</u>
ENGINEERING STAFF:	
Assistant Engineer	\$ 85.00 - \$115.00
Associate Engineer	\$110.00 - \$142.00
Senior Engineer	\$135.00 - \$180.00
Principal Engineer	\$170.00 - \$219.00
SPECIALISTS:	
Assistant Environmental Specialist	\$ 75.00 - \$109.00
Associate Environmental Specialist	\$107.00 - \$150.00
Senior Environmental Specialist	\$140.00 - \$180.00
Principal Environmental Specialist	\$175.00 - \$224.00
GIS Specialist	\$105.00 - \$142.00
Associate Geologist/Hydrogeologist	\$105.00 - \$142.00
Senior Geologist/Hydrogeologist	\$140.00 - \$186.00
Water Resources Specialist	\$110.00 - \$153.00
PLANNING STAFF:	
Assistant Planner/CEQA-NEPA Specialist	\$ 65.00 - \$ 98.00
Associate Planner/CEQA-NEPA Specialist	\$ 95.00 - \$131.00
Senior Planner/CEQA-NEPA Specialist	\$130.00 - \$169.00
Principal Planner/CEQA-NEPA Specialist	\$160.00 - \$202.00
TECHNICAL STAFF:	
Assistant Technician	\$ 65.00 - \$ 98.00
Associate Technician	\$ 95.00 - \$120.00
Senior Technician	\$120.00 - \$148.00
CONSTRUCTION SERVICES:	
Associate Construction Manager	\$105.00 - \$137.00
Senior Construction Manager	\$130.00 - \$166.00
Principal Construction Manager	\$160.00 - \$208.00
Construction Manager Prevailing Wage ⁽¹⁾⁽²⁾	\$132.00 - \$172.00
SUPPORT STAFF:	
Administrative Assistant	\$ 55.00 - \$ 82.00
Project Administrator	\$ 65.00 - \$ 93.00
Project Manager	\$115.00 - \$126.00
Intern	\$ 55.00 - \$ 60.00
SURVEYING SERVICES:	
LSIT Surveyor	\$ 85.00 - \$115.00
Licensed Surveyor	\$115.00 - \$164.00
	<u>Prev. Wage (1)</u>
1 Man Survey Crew	\$155.00 - \$169.00 \$180.00 - \$197.00
2 Man Survey Crew	\$220.00 - \$240.00 \$260.00 - \$284.00
2 Man Survey Crew including LS	\$255.00 - \$279.00 \$265.00 - \$290.00
1 Man CORS Survey Crew	\$170.00 - \$186.00
2 Man CORS Survey Crew	\$220.00 - \$240.00
UAV (Drone) Services	\$200.00 - \$219.00
(Field Work not including survey equipment billed at individual standard rate plus vehicle as appropriate)	

EXPERT WITNESS: As quoted.

TRAVEL TIME (for greater than 1 hour from employee's base office): \$80/hr (unless the individual's rate is less)

PROJECT COSTS:

Mileage	IRS value + 15%
Outside Consultants	Cost + 15%
Direct Costs	Cost + 15%

- (1) Prevailing wage rates shown for San Joaquin, Stanislaus, Merced, Madera, Fresno, Tulare, Kings, and Kern Counties, other counties as quoted.
- (2) Overtime for Construction Services prevailing wage will be calculated at 125% of the standard prevailing wage rate.

APPENDIX D

DP Engineering Transportation Design, Inc. Fee Schedule		
Staff	Position	Hourly Rate
Dawn C. Penman	Civil Engineer, QA/QC, & Plan Check	\$150.00
Fred Penman	Constructability & Cost Reviewer	\$150.00



6051 North Fresno Street
Suite 200
Fresno, CA 93710

559.439.2576 PHONE
916.366.1501 FAX

www.trcsolutions.com

APPENDIX D

January 1, 2017

RATE SCHEDULE

LABOR RATES

<u>Personnel Classification</u>	<u>Hourly Rate</u>
Project Manager	\$ 270.00
Project Engineer/Coordinator	\$ 190.00
Senior Engineer	\$ 165.00
Engineer	\$ 125.00
CADD Supervisor	\$ 150.00
CADD Technician	\$ 100.00
Data Processor/Operator	\$ 90.00
Administrative Assistant	\$ 75.00

Rates are subject to change on January 1 of each year.

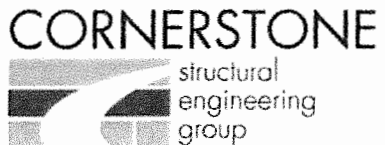
Similarly titled staff will be billed at equivalent rates (i.e Senior Scientist, Senior Geologist, Senior Environmental Planner, etc. will be billed at the hourly rate for a Senior Engineer)

DIRECT EXPENSE UNIT RATES

Mileage: Current IRS Mileage Rate, currently \$0.535 per mile

Meals: State of CA DPA Rates, currently \$46/day

Other direct costs including travel, lodging, telephone, fax, reproduction, and postage will be billed at actual cost.


www.csegroup.com

CHARGE RATE SCHEDULE

Principal	215.00/hr
Associate	200.00
Construction Manager	160.00
Engineering Manager	160.00
Resident Engineer/Structure Representative	150.00
Assistant Structure Representative	140.00
Project Administrator	150.00
Senior Engineer	145.00
Project Engineer	130.00
Staff Engineer	115.00
Structural Designer II	105.00
Structural Designer I	100.00
Junior Engineer	95.00
Senior Computer Drafter	105.00
Computer Drafter	100.00
Junior Computer Drafter	85.00
Accounting Assistant	100.00
Administrative Assistant II	80.00
Administrative Assistant I	75.00
Expert Witness Services	300.00
Subconsultants	Cost Plus 10%
Expenses	Cost Plus 15%

CADD Services

Plots/Prints on Bond	\$1.50/sq. ft.
Mylar Plots	\$3.00/sq. ft.
Copies	\$0.05 per b/w copy
	\$1.00 per color copy

Charge Rates Applicable January 1, 2017 through December 31, 2017

CORNERSTONE STRUCTURAL ENGINEERING GROUP, INC.
COST PLUS RATE SCHEDULE
2017

Employee Name	Billing Classification	Actual Hourly Rate	Indirect Multiplier	Cost Plus Rates
Todd M Goolkasian	Principal	\$75.72	299.49%	\$ 226.77
Thomas L Swayze	Principal	\$74.51	299.49%	\$ 223.15
Shawn M Cullers	Engineering Manager	\$50.48	299.49%	\$ 151.18
William D Hooper	Engineering Manager	\$50.19	299.49%	\$ 150.31
Martin Querin	Engineering Manager	\$49.04	299.49%	\$ 146.87
Mark A Weaver	Senior Engineer	\$44.42	299.49%	\$ 133.03
Narciso R. Zermeno III	Project Engineer	\$40.96	299.49%	\$ 122.67
Nina Munj	Project Engineer	\$39.23	299.49%	\$ 117.49
Dustin Lee	Project Engineer	\$38.08	299.49%	\$ 114.04
Chris Ingle	Staff Engineer	\$35.77	299.49%	\$ 107.13
Jonathan P Jensen	Staff Engineer	\$35.77	299.49%	\$ 107.13
Samuel Baumgardner	SDII	\$33.17	299.49%	\$ 99.34
Mandy Pederson	SDII	\$31.73	299.49%	\$ 95.03
Tyler West	SDII	\$31.44	299.49%	\$ 94.16
Serjic Lalehzarian	SDII	\$31.44	299.49%	\$ 94.16
Tyler Eaton	SDII	\$30.00	299.49%	\$ 89.85
Elliot Morris	SDII	\$30.00	299.49%	\$ 89.85
Andy Truong	SDII	\$30.00	299.49%	\$ 89.85
Michael Bauer	SDI	\$30.00	299.49%	\$ 89.85
Bart Hardwick	SDI	\$28.85	299.49%	\$ 86.40
Daniel D Arredondo	Senior Computer Drafter	\$33.50	299.49%	\$ 100.33
Susie Lai	Accounting Assistant	\$32.00	299.49%	\$ 95.84
Kym Schwoerer	Administrative Assistant I	\$26.50	299.49%	\$ 79.36
Sandra Gregory	Administrative Assistant I	\$26.50	299.49%	\$ 79.36

Fresno County On-Call
Engineering and Inspection Services
 July 2014

SCHEDULE OF OTHER DIRECT COST ITEMS		
Cornerstone Structural Engineering Group, Inc.		
DESCRIPTION OF ITEMS	UNIT	COST
Printing, Reproductions, Shipping		
	EA	AT COST + 15%
Computer		
Field Computer	EA	AT COST + 15%
Supplies		
	EA	AT COST + 15%
Vehicle Expenses		
Mileage (including gasoline)	\$0.58/mile	AT COST + 15%
Communications		
Phones, walkie talkies	EA	AT COST + 15%
Internet and telephone service fee	EA	AT COST + 15%
Lodging and Per Diem		
Lodging	\$125/night	AT COST + 15%
Meals	\$50/day	AT COST + 15%
*At cost, as negotiated by Task Order		

APPENDIX D

**Fresno County On-Call
Engineering and Inspection Services
April 2017**

	Combined	
	Multiplier %	Fee %
NORMAL	172.26%	10.00%
OVERTIME	172.26%	10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification ¹	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate ²	Hourly Range for Class
	Straight	Overtime	From	To			
Todd M Goolkasian, Principal	\$226.77	N/A	1/1/2017	12/1/2017	0.00%	\$75.72	
	\$238.11	N/A	1/1/2018	12/1/2018	5.00%	\$79.51	
	\$250.01	N/A	1/1/2019	12/1/2019	5.00%	\$83.48	
	\$262.52	N/A	1/1/2020	12/1/2020	5.00%	\$87.66	
	\$275.64	N/A	1/1/2021	12/1/2021	5.00%	\$92.04	
Thomas L Swayze, Principal	\$223.15	N/A	1/1/2017	12/1/2017	0.00%	\$74.51	
	\$234.30	N/A	1/1/2018	12/1/2018	5.00%	\$78.24	
	\$246.02	N/A	1/1/2019	12/1/2019	5.00%	\$82.15	
	\$258.32	N/A	1/1/2020	12/1/2020	5.00%	\$86.25	
	\$271.24	N/A	1/1/2021	12/1/2021	5.00%	\$90.57	
Shawn M Cullers, Engineering Manager	\$151.18	N/A	1/1/2017	12/1/2017	0.00%	\$50.48	
	\$158.74	N/A	1/1/2018	12/1/2018	5.00%	\$53.00	
	\$166.68	N/A	1/1/2019	12/1/2019	5.00%	\$55.65	
	\$175.01	N/A	1/1/2020	12/1/2020	5.00%	\$58.44	
	\$183.76	N/A	1/1/2021	12/1/2021	5.00%	\$61.36	
William D Hooper, Engineering Manager	\$150.31	N/A	1/1/2017	12/1/2017	0.00%	\$50.19	
	\$157.83	N/A	1/1/2018	12/1/2018	5.00%	\$52.70	

APPENDIX D

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
COST PROPOSAL
 ON-CALL CONTRACT

Consultant: Cornerstone Structural Engineering Group
 Date: 6/2/2014
 2 of 8

**Fresno County On-Call
 Engineering and Inspection Services**
 April 2017

	Combined	
	Multiplier %	Fee %
NORMAL	172.26%	10.00%
OVERTIME	172.26%	10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification ¹	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate ²	Hourly Range for Class
	Straight	Overtime	From	To			
	\$165.72	N/A	1/1/2019	12/1/2019	5.00%	\$55.33	
	\$174.00	N/A	1/1/2020	12/1/2020	5.00%	\$58.10	
	\$182.71	N/A	1/1/2021	12/1/2021	5.00%	\$61.01	
Martin Querin, Engineering Manager	\$146.87	N/A	1/1/2017	12/1/2017	0.00%	\$49.04	
	\$154.21	N/A	1/1/2018	12/1/2018	5.00%	\$51.49	
	\$161.92	N/A	1/1/2019	12/1/2019	5.00%	\$54.07	
	\$170.02	N/A	1/1/2020	12/1/2020	5.00%	\$56.77	
	\$178.52	N/A	1/1/2021	12/1/2021	5.00%	\$59.61	
Mark A Weaver, Senior Engineer	\$133.03	N/A	1/1/2017	12/1/2017	0.00%	\$44.42	
	\$139.68	N/A	1/1/2018	12/1/2018	5.00%	\$46.64	
	\$146.67	N/A	1/1/2019	12/1/2019	5.00%	\$48.97	
	\$154.00	N/A	1/1/2020	12/1/2020	5.00%	\$51.42	
	\$161.70	N/A	1/1/2021	12/1/2021	5.00%	\$53.99	
Narciso R. Zermeno III, Project Engineer	\$122.67	N/A	1/1/2017	12/1/2017	0.00%	\$40.96	
	\$128.80	N/A	1/1/2018	12/1/2018	5.00%	\$43.01	
	\$135.24	N/A	1/1/2019	12/1/2019	5.00%	\$45.16	
	\$142.01	N/A	1/1/2020	12/1/2020	5.00%	\$47.42	
	\$149.11	N/A	1/1/2021	12/1/2021	5.00%	\$49.79	

APPENDIX D

**Fresno County On-Call
 Engineering and Inspection Services**
 April 2017

	Combined	
	Multiplier %	Fee %
NORMAL	172.26%	10.00%
OVERTIME	172.26%	10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification ¹	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate ²	Hourly Range for Class
	Straight	Overtime	From	To			
Nina Munj, Project Engineer	\$117.49	N/A	1/1/2017	12/1/2017	0.00%	\$39.23	
	\$123.36	N/A	1/1/2018	12/1/2018	5.00%	\$41.19	
	\$129.53	N/A	1/1/2019	12/1/2019	5.00%	\$43.25	
	\$136.01	N/A	1/1/2020	12/1/2020	5.00%	\$45.41	
	\$142.81	N/A	1/1/2021	12/1/2021	5.00%	\$47.68	
Dustin Lee, Project Engineer	\$114.04	N/A	1/1/2017	12/1/2017	0.00%	\$38.08	
	\$119.75	N/A	1/1/2018	12/1/2018	5.00%	\$39.98	
	\$125.73	N/A	1/1/2019	12/1/2019	5.00%	\$41.98	
	\$132.02	N/A	1/1/2020	12/1/2020	5.00%	\$44.08	
	\$138.62	N/A	1/1/2021	12/1/2021	5.00%	\$46.29	
Chris Ingle, Staff Engineer	\$107.13	N/A	1/1/2017	12/1/2017	0.00%	\$35.77	
	\$112.48	N/A	1/1/2018	12/1/2018	5.00%	\$37.56	
	\$118.11	N/A	1/1/2019	12/1/2019	5.00%	\$39.44	
	\$124.01	N/A	1/1/2020	12/1/2020	5.00%	\$41.41	
	\$130.21	N/A	1/1/2021	12/1/2021	5.00%	\$43.48	
Jonathan P Jensen, Staff Engineer	\$107.13	N/A	1/1/2017	12/1/2017	0.00%	\$35.77	

APPENDIX D

**Fresno County On-Call
 Engineering and Inspection Services**
 April 2017

	Combined	Fee %
NORMAL	<u>Multiplier %</u>	
	172.26%	10.00%
OVERTIME	172.26%	10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification ¹	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate ²	Hourly Range for Class
	Straight	Overtime	From	To			
	\$112.48	N/A	1/1/2018	12/1/2018	5.00%	\$37.56	
	\$118.11	N/A	1/1/2019	12/1/2019	5.00%	\$39.44	
	\$124.01	N/A	1/1/2020	12/1/2020	5.00%	\$41.41	
	\$130.21	N/A	1/1/2021	12/1/2021	5.00%	\$43.48	
Samuel Baumgardner, SDII	\$99.34	N/A	1/1/2017	12/1/2017	0.00%	\$33.17	
	\$104.31	N/A	1/1/2018	12/1/2018	5.00%	\$34.83	
	\$109.52	N/A	1/1/2019	12/1/2019	5.00%	\$36.57	
	\$115.00	N/A	1/1/2020	12/1/2020	5.00%	\$38.40	
	\$120.75	N/A	1/1/2021	12/1/2021	5.00%	\$40.32	
Mandy Pederson, SDII	\$95.03	N/A	1/1/2017	12/1/2017	0.00%	\$31.73	
	\$99.78	N/A	1/1/2018	12/1/2018	5.00%	\$33.32	
	\$104.77	N/A	1/1/2019	12/1/2019	5.00%	\$34.98	
	\$110.01	N/A	1/1/2020	12/1/2020	5.00%	\$36.73	
	\$115.51	N/A	1/1/2021	12/1/2021	5.00%	\$38.57	
Tyler West, SDII	\$94.16	N/A	1/1/2017	12/1/2017	0.00%	\$31.44	
	\$98.87	N/A	1/1/2018	12/1/2018	5.00%	\$33.01	
	\$103.81	N/A	1/1/2019	12/1/2019	5.00%	\$34.66	
	\$109.00	N/A	1/1/2020	12/1/2020	5.00%	\$36.40	

APPENDIX D

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
COST PROPOSAL
 ON-CALL CONTRACT

Consultant: Cornerstone Structural Engineering Group
 Date: 6/2/2014
 5 of 8

**Fresno County On-Call
 Engineering and Inspection Services**
 April 2017

NORMAL	Combined Multiplier %	Fee %
OVERTIME	172.26%	10.00%
	172.26%	10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification ¹	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate ²	Hourly Range for Class
	Straight	Overtime	From	To			
	\$114.45	N/A	1/1/2021	12/1/2021	5.00%	\$38.22	
Serjic Lalehzarian , SDII	\$94.16	N/A	1/1/2017	12/1/2017	0.00%	\$31.44	
	\$98.87	N/A	1/1/2018	12/1/2018	5.00%	\$33.01	
	\$103.81	N/A	1/1/2019	12/1/2019	5.00%	\$34.66	
	\$109.00	N/A	1/1/2020	12/1/2020	5.00%	\$36.40	
	\$114.45	N/A	1/1/2021	12/1/2021	5.00%	\$38.22	
Tyler Eaton, SDII	\$89.85	N/A	1/1/2017	12/1/2017	0.00%	\$30.00	
	\$94.34	N/A	1/1/2018	12/1/2018	5.00%	\$31.50	
	\$99.05	N/A	1/1/2019	12/1/2019	5.00%	\$33.08	
	\$104.01	N/A	1/1/2020	12/1/2020	5.00%	\$34.73	
	\$109.21	N/A	1/1/2021	12/1/2021	5.00%	\$36.47	
Elliot Morris , SDII	\$89.85	N/A	1/1/2017	12/1/2017	0.00%	\$30.00	
	\$94.34	N/A	1/1/2018	12/1/2018	5.00%	\$31.50	
	\$99.05	N/A	1/1/2019	12/1/2019	5.00%	\$33.08	
	\$104.01	N/A	1/1/2020	12/1/2020	5.00%	\$34.73	
	\$109.21	N/A	1/1/2021	12/1/2021	5.00%	\$36.47	

APPENDIX D

**Fresno County On-Call
 Engineering and Inspection Services**
 April 2017

	Combined	Fee %
NORMAL	Multiplier %	
OVERTIME	172.26%	10.00%
	172.26%	10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification ¹	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate ²	Hourly Range for Class
	Straight	Overtime	From	To			
Andy Truong, SDII	\$89.85	N/A	1/1/2017	12/1/2017	0.00%	\$30.00	
	\$94.34	N/A	1/1/2018	12/1/2018	5.00%	\$31.50	
	\$99.05	N/A	1/1/2019	12/1/2019	5.00%	\$33.08	
	\$104.01	N/A	1/1/2020	12/1/2020	5.00%	\$34.73	
	\$109.21	N/A	1/1/2021	12/1/2021	5.00%	\$36.47	
Michael Bauer, SDI	\$89.85	N/A	1/1/2017	12/1/2017	0.00%	\$30.00	
	\$94.34	N/A	1/1/2018	12/1/2018	5.00%	\$31.50	
	\$99.05	N/A	1/1/2019	12/1/2019	5.00%	\$33.08	
	\$104.01	N/A	1/1/2020	12/1/2020	5.00%	\$34.73	
	\$109.21	N/A	1/1/2021	12/1/2021	5.00%	\$36.47	
Bart Hardwick, SDI	\$86.40	N/A	1/1/2017	12/1/2017	0.00%	\$28.85	
	\$90.72	N/A	1/1/2018	12/1/2018	5.00%	\$30.29	
	\$95.26	N/A	1/1/2019	12/1/2019	5.00%	\$31.81	
	\$100.02	N/A	1/1/2020	12/1/2020	5.00%	\$33.40	
	\$105.02	N/A	1/1/2021	12/1/2021	5.00%	\$35.07	
Daniel D Arredondo, Senior Computer Drafter	\$100.33	N/A	1/1/2017	12/1/2017	0.00%	\$33.50	
	\$105.34	N/A	1/1/2018	12/1/2018	5.00%	\$35.18	
	\$110.61	N/A	1/1/2019	12/1/2019	5.00%	\$36.93	

APPENDIX D

**Fresno County On-Call
 Engineering and Inspection Services
 April 2017**

	Combined	Fee %
NORMAL	Multiplier %	
OVERTIME	172.26%	10.00%
	172.26%	10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification ¹	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate ²	Hourly Range for Class
	Straight	Overtime	From	To			
	\$116.14	N/A	1/1/2020	12/1/2020	5.00%	\$38.78	
	\$121.95	N/A	1/1/2021	12/1/2021	5.00%	\$40.72	
Susie Lai , Accounting Assistant	\$95.84	N/A	1/1/2017	12/1/2017	0.00%	\$32.00	
	\$100.63	N/A	1/1/2018	12/1/2018	5.00%	\$33.60	
	\$105.66	N/A	1/1/2019	12/1/2019	5.00%	\$35.28	
	\$110.94	N/A	1/1/2020	12/1/2020	5.00%	\$37.04	
	\$116.49	N/A	1/1/2021	12/1/2021	5.00%	\$38.90	
Kym Schwoerer, Administrative Assistant I	\$79.36	N/A	1/1/2017	12/1/2017	0.00%	\$26.50	
	\$83.33	N/A	1/1/2018	12/1/2018	5.00%	\$27.83	
	\$87.50	N/A	1/1/2019	12/1/2019	5.00%	\$29.22	
	\$91.87	N/A	1/1/2020	12/1/2020	5.00%	\$30.68	
	\$96.47	N/A	1/1/2021	12/1/2021	5.00%	\$32.21	
Sandra Gregory, Administrative Assistant I	\$79.36	N/A	1/1/2017	12/1/2017	0.00%	\$26.50	
	\$83.33	N/A	1/1/2018	12/1/2018	5.00%	\$27.83	
	\$87.50	N/A	1/1/2019	12/1/2019	5.00%	\$29.22	
	\$91.87	N/A	1/1/2020	12/1/2020	5.00%	\$30.68	
	\$96.47	N/A	1/1/2021	12/1/2021	5.00%	\$32.21	

APPENDIX D

**Fresno County On-Call
 Engineering and Inspection Services**
 April 2017

	Combined	
	Multiplier %	Fee %
NORMAL	172.26%	10.00%
OVERTIME	172.26%	10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification ¹	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate ²	Hourly Range for Class
	Straight	Overtime	From	To			

- For all key team members that are listed on the Prime Consultant's Organization Chart, list the name and corresponding job classification. For all other employees (i.e. support staff/non-professional) list only the job classification. Teams members subject to FLSA are not eligible for overtime.
- For named employees enter the actual hourly rate. For classifications only, list the average hourly rate for that classification.
- Note employees/classifications that are subject to prevailing wage requirements with an asterisk (*).

APPENDIX D

Exhibit A**Fee Schedule for Professional Services****Effective January 1, 2017 through December 31, 2017**

Classification	Charges per Hour
Project Technician	\$65
Project Administrator	\$75
Planning Technician	\$65
Planner	\$125
Project Manager	\$125
Principal Landscape Architect	\$145
Project Landscape Associate	\$125
Construction Manager	\$145
Litigation Support (Pre-Trial)*	\$200
Expert Witness	Call*
Mileage Rate	\$.56/mile

Direct Charges and Reimbursable Expense

Direct charges and reimbursable expenses are in addition to the compensation of professional services and include actual expenditures made by Designlab 252 in the interest of the project, with the prior approval of the Client and may include the following:

At cost plus fifteen percent (15%):

Transportation and per-diem expenses; auto mileage, \$0.56/mile

Communication expenses (telephone, parcel post, etc.)

Printing and reproduction, equipment rentals, subcontractors, laboratory analysis

Please contact Konni Jones at 559-472-9966 x103 for any questions regarding these or other rates for professional services.

*NOTE: Expert Witness rates for trial work are negotiated on a per case basis and based on scope and location.

Miller-Pezzoni & Associates

909 15th Street, Suite 7
 Modesto, CA 95354
 (209) 575-0312 ~ FAX (209) 575-0813

FEE SCHEDULE FOR PROFESSIONAL SERVICES

EFFECTIVE: JANUARY 1, 2017

The following fees are presently in effect for professional services available from our firm:

CONSULTATION SERVICES:

Investigative/Expert Witness/Professional Consultation TBD*

ENGINEERING SERVICES:

Principal Engineer	\$195.00 Per Hour
Project Manager	\$170.00 Per Hour
Senior Engineer	\$150.00 Per Hour
Associate Engineer	\$130.00 Per Hour
Assistant Engineer	\$100.00 Per Hour
Cad Operator	\$80.00 Per Hour
Clerical	\$60.00 Per Hour

* Charges for investigative services, expert witness or professional consultation are generally not applicable to projects involving the preparation of plans or specifications for construction projects.

The fees, terms and conditions stated herein are included and a part of this Agreement by reference. Carrying charges equal to one percent per month, twelve percent A.P.R., may be assessed to all accounts over 30 days of billing, pursuant to our Standard Terms of Agreement, which are attached to and included in this agreement by reference.

The Client agrees to limit our liability and to defend and hold harmless for any cause in connection with this project to a maximum of our net aggregate fees as stated in this proposal. The Client and Owner further agree that any cause of action shall be adjudicated in Stanislaus County, California. The prevailing Party to any action shall be entitled to the full recovery of all expenses, fees, hours and consultants associated with defending such actions, all to be paid by the non-prevailing Party or Parties, based upon percentage of award of damages or dismissal.

Project fees quoted include one check set and one final vellum plot. Additional costs as follows:

24 x 36 Bond Print	\$20.00 each
24 x 36 Vellum Plot	\$30.00 each

All transmittals via U.S. mail included in base proposal. Express mail, UPS, Fed Ex services additional at cost - multiplier 1.5. Should actions be taken for the collection of fees due, the prevailing party will be entitled to full recovery of costs of collection paid by the non-prevailing party. This agreement is entered into on the above referenced date in Stanislaus County, California.

Should any provision of this Agreement be found to be unenforceable by the presiding Court or authority, the entire balance of this agreement shall remain in full force and effect.

KLEINFELDER 2017 FEE SCHEDULEPROFESSIONAL STAFF RATES*

Professional	\$ 121/ hour
Staff Professional	\$ 131/ hour
Project Professional	\$ 163/ hour
Principal Professional	\$ 189/ hour
Senior Principal Professional.....	\$ 226/ hour
Project Manager.....	\$ 173/ hour
Senior Project Manager.....	\$ 226/ hour
Designer/Drafter	\$ 118/ hour
Senior Designer/Drafter.....	\$ 131/ hour
Project Controls Professional	\$ 126/ hour
Senior Project Controls Professional	\$ 183/ hour

TECHNICAL STAFF RATES

Technician.....	\$ 84/ hour
Senior Technician.....	\$ 100/ hour
Inspector	\$ 100/ hour
Senior Inspector	\$ 121/ hour
Construction Manager	\$ 158/ hour

ADMINISTRATIVE STAFF RATES

Administrator	\$ 82/ hour
Project Administrator	\$ 112/ hour

Minimum Charges for Office Time Per Day..... One Hour at Applicable Rate

Kleinfelder reserves the right to adjust the fee schedule on projects not completed within 180 days from the contract signature date.

Public works projects or projects receiving public funds may be subject to Prevailing Wage laws. The above rates do not apply to projects subject to prevailing wages. Hourly rates for those projects will be supplied separately.

* Applies to all professional rates including but not limited to civil, mechanical, chemical, electrical, geotechnical and environmental engineers; industrial hygienists; geologists; hydrogeologists; hydrologists; and computer specialists.

Hourly rates assume that other direct costs will be billed and reimbursed by the client. Kleinfelder reserves the right to adjust the fee schedule on projects where other direct costs are not reimbursed.

KLEINFELDER FEE SCHEDULE FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES

SOIL TESTS

SOIL DENSITY TESTS				
Test	Standard Test Method [†]	Fee		
Standard Proctor, 4" Mold	D698, T99	\$	240.00	each
Standard Proctor, 6" Mold	D698, T99	\$	240.00	each
Modified Proctor, 4" Mold	D1557, T180	\$	240.00	each
Modified Proctor, 6" Mold	D1557, T180	\$	240.00	each
Proctor Check Point	T272	\$	125.00	each
Proctor Oversize Correction	D4718	\$	70.00	each
Treated Soil Proctor	D558	\$	320.00	each
Minimum and Maximum Relative Density	D4254, D4253	\$	400.00	each
Moisture/Density, TEX 113-E	TEX113-E	\$	275.00	each
Moisture/Density, TEX 114-E	TEX114-E	\$	275.00	each
California Impact, CTM 216, Dry Method	CTM216	\$	225.00	each
California Impact, CTM 216, Wet Method	CTM216	\$	195.00	each

SOIL CLASSIFICATION AND INDEX TESTS				
Test	Standard Test Method [†]	Fee		
Visual Classification	D2488	\$	20.00	each
Sieve Analysis, % Finer than 200 Sieve	D1140	\$	85.00	each
Sieve Analysis, Fine	D422, D6913, T88	\$	125.00	each
Sieve Analysis, Coarse	D422, D6913, T88	\$	125.00	each
Sieve Analysis, Coarse and Fine	D422, D6913, T88	\$	160.00	each
Hydrometer Analysis (<i>Requires a Sieve Analysis, not included</i>)	D422, D7928	\$	175.00	each
Water Content	D2216, D4363, T265	\$	25.00	each
Water Content and Dry Unit Weight	D2216, D2937, D7263	\$	45.00	each
Atterberg Limits, Single Point	D4318-B, T89, T90	\$	115.00	each
Atterberg Limits, Multiple Point	D4318-A, T89, T90	\$	180.00	each
Atterberg Limits, Liquid Limit Only	D4318, T90	\$	115.00	each
Soil Specific Gravity	D854, T100	\$	150.00	each
Soil Organic Content	D2974-C	\$	110.00	each
Pinhole Dispersion Classification	D4647	\$	400.00	each
Soil pH	D4972, G51	\$	60.00	each
Double Hydrometer for Dispersive Soils	D4221	\$	400.00	each
Soil Resistivity	G187	\$	160.00	each
Chloride Content		\$	60.00	each
Sulfate Content		\$	60.00	each
Thermal Resistivity, Per Point	D5334, IEEE 422	\$	315.00	each
Thermal Resistivity, Dry-Out Curve	D5334, IEEE 422	\$	925.00	each

SOIL BEARING PRESSURE TESTS				
Test	Standard Test Method [†]	Fee		
California Bearing Ratio, Single Point (<i>proctor not included</i>)	D1883, T193	\$	350.00	each
California Bearing Ratio, 3 Points (<i>proctor not included</i>)	D1883, T193	\$	650.00	each

[†]Common ASTM, AASHTO and DOT test methods.

- Those beginning with A, B, C, D, E, F, or G are ASTM methods.
- Those beginning with T are AASHTO methods.

KLEINFELDER FEE SCHEDULE FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES

SOIL TESTS (continued)

SOIL BEARING PRESSURE TESTS (continued)				
Test	Standard Test Method[†]	Fee		
Resistance R-Value	D2844	\$	315.00	each
Resistance R-Value of Treated Material	D2844	\$	370.00	each
Rock Correction for R-Value	D2844	\$	85.00	each
Stabilized Soil UC Strength, 1 Point (<i>proctor not included</i>)	D1633, D5102	\$	175.00	each
Stabilized Soil UC Strength, Set of 3	D1633, D5102	\$	950.00	each
CTM 373, 1 Lime Content, w/o Opt. Moist.	CTM373	\$	160.00	each
CTM 373, 1 Lime Content	CTM373	\$	365.00	each
CTM 373, 3 Lime Contents	CTM373	\$	1,050.00	each
Eades and Grim Test (Opt. Lime Content)	C977	\$	175.00	each
Resilient Modulus	T307	\$	475.00	each
CTB Strength, Individual Specimen		\$	185.00	each
CTB Strength, Set of 3, Without Design		\$	420.00	each
CTB Complete Mix Design		\$	1,250.00	each

SOIL STRENGTH AND PERMEABILITY TESTS				
Test	Standard Test Method[†]	Fee		
Pocket Penetration Value		\$	15.00	each
Unconfined Compressive Strength	D2166, T208	\$	140.00	each
Direct Shear, 1 Point	D3080, T236	\$	135.00	each
Direct Shear, 3 Points	D3080, T236	\$	370.00	each
Direct Shear, Residual Strength, Each Pt	D3080-Modified	\$	210.00	each
Consolidation without Time Rate Plots	D2435-Modified	\$	345.00	each
Consolidation with 2 Time Rate Plots	D2435-A, T216-A	\$	450.00	each
Consolidation, All Loads with Time Rates	D2435-B, T216-B	\$	630.00	each
Collapse Potential	D5333	\$	185.00	each
One Dimensional Free Swell	D4546	\$	155.00	each
One Dimensional Swell, Percent Heave	D4546	\$	250.00	each
One Dimensional Swell with Consolidation	D4546	\$	465.00	each
Expansion Index	D4829	\$	185.00	each
Denver Swell Test		\$	110.00	each
Permeability, Rigid Wall	D2434	\$	420.00	each
Permeability, Flexible Wall	D5084-C	\$	380.00	each
Triaxial Compression, CU, 1 Point	D4767, T297	\$	475.00	each
Triaxial Compression, CU, 3 Points	D4767, T297	\$	1,250.00	each
Triaxial Compression, UU, 1 Point	D2850, T296	\$	210.00	each
Triaxial Compression, UU, 3 Points	D2850, T296	\$	575.00	each
Triaxial Compression, UU Saturated, 1 Point	D2850-Modified	\$	285.00	each
Triaxial Compression, UU Saturated, 3 Points	D2850-Modified	\$	790.00	each
Triaxial Test, TEX117E, Part I	TEX117E	\$	2,250.00	each
Triaxial Test, TEX117E, Part II	TEX117E	\$	2,250.00	each

[†]Common ASTM, AASHTO and DOT test methods.

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- Those beginning with T are AASHTO methods.

KLEINFELDER FEE SCHEDULE FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES

AGGREGATE TESTS

Test	Standard Test Method [†]	Fee		
Acid Solubility	AWWA B100	\$	175.00	each
Air Degradation	ODT TM208	\$	200.00	each
ASR Reactivity, Long Method	C227, C1293	\$	1,575.00	each
ASR Reactivity, Short Method	C1260, C1567	\$	895.00	each
Cleanness Value	CTM227	\$	160.00	each
Clay Lumps and Friable Particles, per size * <i>(see note below)</i>	C142, T112	\$	105.00	each
Coarse Specific Gravity & Absorption	C127, T85	\$	80.00	each
Fine Specific Gravity & Absorption	C128, T84	\$	105.00	each
Coarse Durability	D3744, T210	\$	140.00	each
Fine Durability	D3744, T210	\$	140.00	each
Flat and Elongated Particles, per size * <i>(see note below)</i>	D4791	\$	80.00	each
Fractured Faces, per size * <i>(see note below)</i>	D5821, T335	\$	105.00	each
Lightweight Pieces <i>(Per specific gravity of heavy liquid)</i>	C123, T113	\$	330.00	each
Los Angeles Abrasion, Large Aggregate	C535	\$	210.00	each
Los Angeles Abrasion, Small Aggregate	C131, T96	\$	185.00	each
Mortar Sand Strength	C87, CTM515	\$	580.00	each
Organic Impurities	C40, T21	\$	65.00	each
Sand Equivalent, 1 point	D2419, T176	\$	75.00	each
Sand Equivalent, 3 points	D2419, T176	\$	140.00	each
Sieve Analysis, % Finer than 200 Sieve	C117, T11	\$	85.00	each
Sieve Analysis, Fine	C136, T27	\$	125.00	each
Sieve Analysis, Coarse	C136, T27	\$	125.00	each
Sieve Analysis, Coarse and Fine	C136, T27	\$	160.00	each
Soundness of Aggregate, per size * <i>(see note below)</i>	C88, T104	\$	145.00	each
Unit Weight	C29, T19	\$	65.00	each
Water Content	D2216, C566, T255	\$	25.00	each
Texas Wet Ball Mill	TEX116E	\$	300.00	each
Decantation Wash	TEX406A	\$	90.00	each
Uncompacted Void Content of Fine Aggregate	C1252, T304	\$	135.00	each
Idaho Degradation	IDT T-15	\$	330.00	each

*Tests are billed by each size fraction tested. The quantity of fractions tested is dependent on the sample gradation and test method.

FILTER MEDIA TESTS

Test	Standard Test Method [†]	Fee		
Filter Media, Sieve Analysis <i>(includes d10, d60, es, cu)</i>	AWWA B100	\$	185.00	each
Filter Media, Mohs Hardness	AWWA B100	\$	185.00	each
Filter Media, Percent Silica		\$	200.00	each
Acid Solubility	AWWA B100	\$	175.00	each

[†]Common ASTM, AASHTO and DOT test methods.

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- Those beginning with T are AASHTO methods.

KLEINFELDER FEE SCHEDULE FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES

ROCK TESTS

Test	Standard Test Method [†]	Fee		
Rock Sample Preparation		\$	85.00	each
Rock Direct Shear, 1 Point	D5607	\$	150.00	each
Rock Direct Shear, 3 Points	D5607	\$	375.00	each
Rock Mohs Hardness		\$	25.00	each
Rock Point Load Index	D5731	\$	35.00	each
Rock Point Load, Set of 10	D5731	\$	210.00	each
Rock Slake Durability	D4644	\$	135.00	each
Rock Tensile/Brazilian	D3967	\$	215.00	each
Rock Triaxial Compression w/Modulus of Rupture	D7012	\$	560.00	each
Rock Triaxial Compression	D7012	\$	420.00	each
Rock Unconfined Compression	D7012	\$	210.00	each
Rock Unconfined Compression w/Modulus of Rupture	D7012	\$	360.00	each
<i>Above testing fees include routine sample preparation (grinding) and test sample photographs.</i>				

CONCRETE TESTS

Test	Standard Test Method [†]	Fee		
Concrete Compression	C39	\$	31.00	each
Concrete Core Compression	C42	\$	70.00	each
Concrete Creep	C512	\$	2,000.00	each
Concrete Cylinder Unit Weight	C567	\$	105.00	each
Concrete Drying Shrinkage, set of 3	C157	\$	500.00	each
Concrete Flexural Strength	C78	\$	105.00	each
Concrete Modulus of Elasticity	C469	\$	300.00	each
Concrete Splitting Tensile Strength	C496	\$	90.00	each
Concrete Core Thickness	C174	\$	20.00	each
Concrete Laboratory Trial Batch	C192	\$	1,250.00	each
RCC Compression	C39	\$	65.00	each
Shotcrete Compression	C1140	\$	80.00	each
Concrete Absorption after 3-Hour Boil	C497	\$	160.00	each
Concrete Absorption after 5-Hour Boil	C497, C642	\$	160.00	each
Concrete Absorption after 10-Minute Soak	C497	\$	105.00	each
CLSM Compression	D4832	\$	45.00	each
Concrete Permeability	COE CRD C 48	\$	2,800.00	each
Concrete Chloride Ion Penetration	C1202	\$	750.00	each

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KLEINFELDER FEE SCHEDULE FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES

MASONRY TESTS

Test	Standard Test Method [†]	Fee		
Masonry Grout Compression	C1019	\$	31.00	each
Masonry Mortar Compression	C942	\$	31.00	each
Masonry Core Compression	CA DSA	\$	70.00	each
Masonry Core Shear	CA DSA	\$	70.00	each
Masonry Prism Compression	C1314	\$	115.00	each
CMU Absorption and Received Moisture	C140	\$	80.00	each
CMU Compression	C140	\$	105.00	each
CMU Dimension Verification	C140	\$	45.00	each
CMU Lineal Shrinkage	C426	\$	250.00	each
Masonry Brick Absorption	C67	\$	85.00	each
CMU/Seg. Retaining Wall Unit Freeze-Thaw		\$	1,750.00	each

ASPHALT TESTS

BINDER TESTS				
Test	Standard Test Method [†]	Fee		
Absolute Viscosity	D2171	\$	220.00	each
Bitumen Penetration	D5	\$	80.00	each
Kinematic Viscosity	D2170	\$	200.00	each
Recovery by Roto-Vapor	D5404	\$	365.00	each
Softening Point, Ring & Ball	D36	\$	105.00	each
Bitumen Recovery by Abson Method	D5404	\$	375.00	each
Ductility of Bitumen	D113	\$	130.00	each
Resilience of AR Binders	D5329	\$	80.00	each

EMULSION TESTS				
Test	Standard Test Method [†]	Fee		
Emulsion Elastic Recovery	D6084, T301	\$	260.00	each
Emulsion Settlement	D6930, T59	\$	235.00	each
Emulsion Sieve Test	D6933, T59	\$	105.00	each
Emulsion Storage Stability	D6930, T59	\$	185.00	each
Emulsion Torsional Recovery	CTM332	\$	160.00	each
Particle Charge	D7402, T59	\$	105.00	each
Residue by Evaporation	D6934, T59	\$	115.00	each
Saybolt Viscosity	D7946, T59	\$	160.00	each

[†]Common ASTM, AASHTO and DOT test methods.

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KLEINFELDER FEE SCHEDULE FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES

ASPHALT TESTS (continued)

MIX PROPERTY TESTS					
Test	Standard Test Method[†]	Fee			
Air Voids Determination (<i>calculation only</i>)	D3203	\$	50.00	each	
VMA Determination (<i>calculation only</i>)		\$	55.00	each	
VFA Determination (<i>calculation only</i>)		\$	55.00	each	
Volumetric Properties (<i>calculation only</i>)		\$	55.00	each	
Gradation of Extracted Aggregate	D5444	\$	120.00	each	
AC Core Thickness	D3549	\$	15.00	each	
AC Content by Extraction	D2172	\$	210.00	each	
Hveem Stability	D1560	\$	340.00	each	
Hveem Stability without Compaction	D1560	\$	175.00	each	
AC Content by Ignition Oven	D6307, T308	\$	150.00	each	
AC Ignition Oven Calibration (<i>determination of mix correction</i>)	D6307	\$	315.00	each	
AC Moisture Content	T329	\$	55.00	each	
AC Content by Nuclear Gauge	D4125	\$	220.00	each	
Marshall Stability and Flow (<i>does not include compaction</i>)	D6927	\$	160.00	each	
AC Swell	CTM305	\$	110.00	each	
AC Core Unit Weight & Thickness	D1188, D2726, D3549	\$	55.00	each	
Slurry Seal Wet Track Abrasion	D3910, ISSA TB100	\$	350.00	each	

DESIGN AND DENSITY TESTS					
Test	Standard Test Method[†]	Fee			
Centrifuge Kerosene Equivalent	CTM303	\$	250.00	each	
Film Stripping	CTM302	\$	130.00	each	
Index of Retained Strength	D1075	\$	1,050.00	each	
Unit Weight, Gyratory Method	T312	\$	370.00	each	
Unit Weight, Hveem Method	D1561	\$	300.00	each	
Unit Weight, Marshall Method	D6926	\$	220.00	each	
Maximum Theoretical Specific Gravity	D2041	\$	150.00	each	
Moisture Induced Damage	T283	\$	1,470.00	each	
Caltrans Tensile Strength Ratio	CTM371	\$	2,200.00	each	
Moisture Vapor Susceptibility		\$	300.00	each	
Mix Design, Hveem Method W/RAP		\$	7,600.00	each	
Mix Design, Hveem Method		\$	5,400.00	each	
Mix Design, Marshall Method		\$	3,000.00	each	
Mix Design, Superpave Method		\$	6,000.00	each	
Caltrans Opt Bitumen Content OGFC	CTM368	\$	1,575.00	each	
Hamburg Wheel Track, Set of 2		\$	1,100.00	each	

[†]Common ASTM, AASHTO and DOT test methods.

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KLEINFELDER FEE SCHEDULE FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES

METAL TESTS

BOLT TESTS				
Test	Standard Test Method[†]	Fee		
Bolt Assembly Suite (Bolt, Nut, Washer)*	F606	\$	200.00	each
Bolt Hardness	E18	\$	30.00	each
Bolt Proof Load	F606	\$	40.00	each
Bolt Wedge Tensile	F606	\$	40.00	each
Nut Hardness	E18	\$	30.00	each
Nut Proof Load	F606	\$	40.00	each
Washer Hardness	E18	\$	30.00	each
<i>*An 'assembly' is one bolt, one nut and one washer. The suite consists of a bolt wedge tensile test, bolt and nut proof load tests, and hardness tests on all three pieces.</i>				

METAL TESTS				
Test	Standard Test Method[†]	Fee		
Bend	A370, E290	\$	40.00	each
Rebar Coupler Slippage	A370, CTM 670	\$	140.00	each
Rebar Coupler Tensile	A370, A1034, CTM 670	\$	90.00	each
Rebar Coupler Tensile ≥ 2 Sq.In. CrossSect	A370, A1034, CTM 670	\$	150.00	each
CTM 670 Strain (Elongation)	CTM670	\$	20.00	each
PT Strand Tensile	A370, A1061	\$	150.00	each
Spliced Specimen Tensile	A370, A1034	\$	90.00	each
Tensile < 2.0 Sq. In. Cross-Sect.	A370, E8	\$	90.00	each
Tensile ≥ 2.0 Sq. In. Cross-Sect.	A370, E8	\$	150.00	each
Rockwell Hardness	E18	\$	30.00	each
Macroetch	E381	\$	200.00	each
Charpy Impact, Set of 3 *	A370, A673	\$	315.00	each
Galvanization Thickness	B499, E376	\$	25.00	each
Metal Modulus of Elasticity		\$	80.00	each
Fireproofing Density	E605	\$	55.00	each
<i>*Machining test specimens is not included. Additional fees may be assessed for testing at temperatures other than 40°F.</i>				

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KLEINFELDER FEE SCHEDULE FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES

DIMENSION STONE AND ROOFING MATERIAL TESTS

DIMENSION STONE				
Test	Standard Test Method[†]	Fee		
Dimension Stone, Absorption/Spec. Grav.	C97	\$	220.00	set/5
Dimension Stone, Compressive Strength	C170	\$	220.00	set/5
Dimension Stone, Flexural Strength	C880	\$	220.00	set/5
Dimension Stone, Modulus Of Rupture	C99	\$	220.00	set/5

ROOFING MATERIAL				
Test	Standard Test Method[†]	Fee		
Roof Tile Absorption		\$	100.00	each
Roofing, Unit Weight of Surfacing	D2829	\$	100.00	each
Roof Tile Breaking Load	UBC 15-5	\$	50.00	each
Roof Tile, Permeability		\$	150.00	each

MISCELLANEOUS TESTS

MISCELLANEOUS TESTS				
Test	Standard Test Method[†]	Fee		
Non-Masonry Grout Compression	C579	\$	31.00	each
Hydraulic Ram Calibration		\$	300.00	each
Polymer Composite Materials	D3039	\$	650.00	set/5

SAMPLE PREPARATION

SAMPLE PREPARATION				
Test	Standard Test Method[†]	Fee		
Rock Sample Preparation	D4543	\$	160.00	each
Sample Crushing		\$	125.00	each
Sample Cutting and Trimming		\$	31.00	each
Sample Mixing and Processing		\$	45.00	each
Sample Preparation		\$	45.00	each
Sample Preparation, per hour		\$	100.00	each
Sample Remolding		\$	80.00	each
Contamination Fee		\$	250.00	each
Sample Disposal Fee		\$	10.00	each

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BSK Associates
2017 SCHEDULE OF FEES

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BSK Associates**FIELD AND LABORATORY TESTS – 2017**

SOILS**MOISTURE/DENSITY CURVES**

Standard Proctor 4" Mold, AASHTO T-99 or ASTM D-698	(per test)	\$215
Modified Proctor 4" Mold, AASHTO T-180 or ASTM D-1557	(per test)	215
Modified Proctor 6" Mold AASHTO T-180 or ASTM D-1557	per test)	230
Caltrans Maximum Wet Density, CAL-216	(per test)	195
Check Point	(per test)	125
Corps of Engineers (AASHTO modified)	(per test)	Quote

PARTICLE SIZE ANALYSES

Sieve Analysis, with Minus #200 Wash, ASTM D-422	(per test)	\$155
Minus #200 Sieve Analysis Wash, ASTM D-1140	(per test)	75
Hydrometer Analysis, ASTM D-422	(per test)	205
Double Hydrometer Analysis, ASTM D-4221	(per test)	285
Specific Gravity, ASTM D-854	(per test)	145
Visual Classification, D-2488	(per test)	40
Sand Equivalent, ASTM D-2419 (3 determinations)	(per test)	115
Percent Organics in Soil, ASTM D-2974	(per test)	125

ATTERBERG LIMITS

Plasticity Index, Liquid Limit/Plastic Limit, ASTM D-4318	(per test)	\$200
Shrinkage Factors, Shrinkage Limit, ASTM D-427	(per test)	185

MOISTURE-DENSITY TEST

Tube Density	(per test)	\$45
Moisture Content, ASTM D-2216	(per test)	40

SWELL TESTS

Expansion Index - U.B.C. Standard No. 18-2	(per test)	\$215
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SHEAR TESTS

Direct Shear, Undisturbed (quick) (3 point test), ASTM D-3080	(per test)	\$200
Direct Shear, Remolded (quick) (3 point test), ASTM D-3080	(per test)	235

Triaxial Compression Testing and pore pressure measurements, strain-controlled,
stress controlled, creep potential determination Quote

CONSOLIDATION TESTS

ASTM D-2435 (8 point curve)..... (per test) \$380
Extra Points (per test) 50
Collapse Potential, ASTM D-2435 (per test) 185
Remolded Consolidation, ASTM D-2435 (per test) 325
One-dimensional Swell, ASTM D-4546 (per test) 120

UNCONFINED COMPRESSION TEST

ASTM D-2166 (stress/strain) (per test) \$120

"R" VALUE DETERMINATION

Caltrans Method 301, untreated material

with stabilometer tests and moisture-density determination (per test) \$360

Caltrans Method 301, treated material

samples containing aggregates, cement, lime, or other additives (per test) Quote

CALIFORNIA BEARING RATIO (CBR)

CBR at 100% of maximum dry density,

ASTM D-1883 inclusive of Maximum Density Curve,

or AASHTO T-180, Method "D", 1 point method (per test) \$465

CBR at 95% of maximum dry density,

ASTM D-1883 inclusive of Maximum Density Curve,

or AASHTO T-180, Method "D", 3 points method (per test) 905

PERMEABILITY TESTS

Rigidwall, ASTM D-2434 (per test) \$260

Flexible Wall, ASTM D-5084 (per test) 400

Remold Flexwall Permeability, ASTM D-5084 per test) 510

Other forms of Permeability tests (per test) Quote

SOIL CORROSIVITY TESTS

Minimum resistivity, CAL-643 (per test) \$130

pH (per test) 60

Soluble Sulfate, Chloride and Sulfide (per test) 120

APPENDIX D

Oxidation Reduction of Soil (per test) 50

SOIL CEMENT TESTS

Soil Cement Mix Design per PCA soil cement laboratory handbook Chapter 5 - includes Atterberg limits, sieve analysis, moisture-density, compression tests and freeze-thaw, or

wetting-drying tests (per test) Quote

Freeze-thaw abrasion, set of 3 (sample preparation not included), D-560..... (per test) \$570

Wetting-drying abrasion, set of 3 (sample preparation not included), D-559 (per test) 545

Preparation of freeze-thaw or wetting-drying tests, set of 3 at varying

cement content..... (per test) 685

Compression tests, laboratory mixed and compacted samples, set of 3 (per test) 220

Cement content of soil cement (ASTM C-1084 modified) (per test) 220

OTHER

Sample preparation fee (per test) \$60

Crumb test, ASTM D-6572 (per test) 70

Pinhole Dispersion test (per test) 230

Sand Density Calibration, ASTM D-1566..... (per test) 70

AGGREGATES

Sieve Analysis, coarse or fine (without wash), ASTM C-136..... (per test) \$ 75

Inclusive of fineness modulus (per test) 80

Wash Analysis, amount of material finer than No. 200 sieve, ASTM C-117 (per test) 75

Specific Gravity, absorption coarse, ASTM C-127 (per test) 145

Specific Gravity and absorption, ASTM C-128 Fine..... (per test) 145

Organic impurities, ASTM C-40 (per test) 75

Percent clay lumps and friable particles, ASTM C-142 (per test) 75

Percent flat and elongated particles, ASTM D-4791..... (per test) 115

Moisture Content, ASTM D-2216..... (per test) 40

Weight per cubic foot, ASTM C-29

Compact (per test) 70

Loose (per test) 60

Abrasion by Los Angeles Rattler test, ASTM C-131

Small size coarse aggregate (per test) 215

Large size coarse aggregate (per test) 260

APPENDIX D

Sulfate Soundness (5 cycles), ASTM C-88 per sieve size	(per test)	100
Minimum charge per sample	(per test)	320
Relative Mortar strength of sand, ASTM C-87	(per test)	390
Sand Equivalent, Caltrans method 217-I, or ASTM D-2419	(per test)	115
Durability Index, Caltrans method 229-E, per fraction	(per test)	230
Potential Reactivity, ASTM C-289	(per test)	Quote
Cleanness value, Caltrans method 227-E	(per test)	165
Hydrometer Analysis, Caltrans method 205-E, or ASTM D-422	(per test)	205
Percentage of crushed particles, Caltrans method 205	(per test)	150
Lightweight pieces, ASTM C-123	(per test)	200

CONCRETE

Cement content of hardened concrete, ASTM C-1084	(per test)	\$345
Chemical test, ASTM C-150 (types I through V)	(per test)	Quote
Time of setting of hydraulic cement, ASTM C-191	(per test)	285
Specific gravity of hydraulic cement, ASTM C-188	(per test)	140
Volume change of cement, mortar or concrete (drying shrinkage), ASTM C-157	(per test)	\$360
Compressive test, 6" x 12" cylinder, ASTM C-39 (1 cylinder)	(per test)	30
Compressive test, 6" x 12" cylinder, ASTM C-39 (sets of 4)	(per set)	125
Compressive test, cored specimens, ASTM C-39/C-42	(per test)	55
Preparation of specimens, diamond sawing (each end)	(per test)	60
Compressive strength of shotcrete panel (set of 3*)	(per panel)	290
Proportion of cement in hardened concrete, ASTM C-85	(per test)	335
Flexural test of concrete beam, ASTM C-78	(per test)	80
Splitting tensile strength of concrete cylinders, ASTM C-496	(per test)	80
Density test of lightweight concrete, ASTM C-567	(per test)	50
"AZ" test-reinforced concrete pipe "Life Factor" (C2C03 Equivalent)	(per test)	70
9 point core measurements, ASTM C-174	(per test)	30
Compressive test, gunite	(per test)	55
Concrete Trial Batch	(per test)	Quote
Unit weight and absorption of hardened concrete, ASTM D-642	(per test)	115
Accelerated curing of concrete, ASTM C-684 (set of 2)	(per test)	230
Cylinder molds	(each)	6

APPENDIX D

Storage of concrete cylinders for more than 45 days.....	(each)	55
RH Probe	(each)	55
Calcium Chloride Kit	(each)	35

CHEMICAL REACTIVITY TESTS

Mixing water: pH, electrical conductance, chloride, sulfate	(per test)	\$ 90
Contact soil: pH, electrical conductance, chloride, sulfate.....	(per test)	110

***Does not include coring**

REINFORCING STEEL

REINFORCING BAR TESTS

Tensile test, #3 through #8 bars	(per test)	\$135
Tensile test, #9 through #11 bars	(per test)	135
Bend test	(per test)	50

WIRE FABRIC TESTS - ASTM A-185

Tension test.....	(per test)	Quote
Bend test	(per test)	Quote
Weld shear test (average of 4).....	(per test)	Quote

PRESTRESSING CABLES

Tensile and elongation, ASTM A-416 or ASTM A-421.....	(per test)	\$260
Cable preparation	(per test)	Quote
Tendons.....	(per test)	Quote
Slip and Tensile Rebar Couplers (CT 670)	(per test)	195

WELDING AND STRUCTURAL STEEL

WELDER / PROCEDURE WELDER QUALIFICATION TESTING

Structural welding (machining included, per position - witnessing not included)

Groove weld, 3/8" plate.....	(per test)	Quote
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WELDED SPECIMEN TESTS

Face Bend (preparation not included)	(per test)	\$55
Root Bend (preparation not included).....	(per test)	55
Side Bend (preparation not included).....	(per test)	55

STRUCTURAL STEEL TESTS

Tensile test (machining not included).....	(per test)	\$75
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APPENDIX D

Bend test (machining not included).....	(per test)	65
Machining charges	(per coupon)	Quote

HARDNESS TESTS

Brinell Hardness, ASTM E-10.....	(per test)	\$90
Rockwell Hardness, ASTM E-18.....	(per test)	90

HIGH STRENGTH BOLT TESTS

Bolt Ultimate Load	(per test)	\$130
Bolt Hardness (set of 3).....	(per test)	90
Nut Hardness (set of 3)	(per test)	90
Washer Hardness (set of 3).....	(per test)	90
Proof Loading, bolt or nut.....	(per test)	130

MASONRY

CONCRETE MASONRY UNITS TESTING - ASTM C-90

Compression test pavers.....	(per test)	\$ 70
Compressive test composite CMU prism.....	(per test)	150
Specific gravity and unit weight	(per test)	105
Moisture Content.....	(per test)	50
Compression test, masonry units, ASTM C-140.....	(per test)	95
Absorption test including moisture content, masonry units, ASTM C-140	(per test)	95
Lineal Shrinkage, masonry unit, per specimen	(per set)	375
Shear test on masonry core	(per test)	100
Core Compression/Shear	(per test)	170

BRICK TESTS

Compression test, ASTM C-67.....	(per test)	\$70
Absorption and unit weight, ASTM C-67.....	(per test)	70

GROUT AND MORTAR TESTS

Compression test, grout prisms (sets of 3 or 4).....	(per test)	\$110
Compression test, mortar cylinders (sets of 3 or 4)	(per test)	105

ASPHALT AND PAVEMENT***BITUMINOUS MATERIALS, ASPHALT, ROAD OIL TESTING*****AC Mix Design**

HVEEM method..... (per test) \$2,830

Marshall method..... (per test) 3,350

Includes: Material evaluation, sieve analysis, specific gravity, sand equivalent, LA Rattler, CKE, and percentage of crushed particles.

ASPHALT CONTENT, BITUMEN PERCENTAGE

ASTM-D2172 (centrifuge method)..... (per test) \$260

Ash Correction (per test) 260

ASTM D-6307 or CAL-382 (ignition method) (per test) 205

Moisture content of asphalt, CAL-370..... (per test) 60

Gradation of extracted sample, ASTM D-5444 (per test) 125

Film Stripping (excludes specific gravity of aggregate)..... (per test) 80

Compaction/Preparation of HMA Briquette (CT 304) (per test) 200

Stabilometer value, CAL-366..... (per test) 160

Specific gravity of compacted sample or core, ASTM D-2726 (per test) 50

Specific gravity of asphalt concrete, ASTM D-2041, rice method (per test) 230

Moisture Vapor Susceptibility, CAL-307 (per test) 185

Surface abrasion of compacted bituminous mixtures, CAL-360-A or B..... (per test) 455

INDEX OF RETAINED STRENGTH, ASTM D-1074, D-1075

Per set of 6 (lab-mixed samples - not including mix design) (per test) \$410

Maximum density of asphalt concrete, CAL-375 (average of 5 specimens)..... (per test) 410

MARSHALL STABILITY AND PLASTIC FLOW OF BITUMINOUS MATERIALS, ASTM D-1559,

Per set of 3 (lab-mixed samples - not including mix design) (per test) \$230

Solvent disposal fee (per test) 40

Calculated AC Maximum Density, CAL-367..... (per test) 90

Marshall Maximum Density, ASTM D-6926 (per test) 265

OTHER

Examination of AC Cores..... (per test) \$ 30

Thickness determination of AC Cores (per test) 20

AC Tensile – Strength Ratio, ASTM D-4867

BSK Associates
EQUIPMENT CHARGES – 2017

VEHICLE MILEAGE

2-Wheel drive.....	(per mile) \$0.88
4-Wheel drive.....	(per mile) 2.00

MATERIALS TESTING*

Portable power auger	(per day) \$80
Nuclear density gauge.....	(per day) 55
Ultrasonic weld testing equipment.....	(per day) 55
Torque wrench.....	(per day) 55
Anchor testing equipment.....	(per day) 55
Schmidt hammer.....	(per day) 55
Skidmore Wilhelm bolt tension calibrator.....	(per day) 50
"R" meter	(per day) 55
Scanning equipment (for plate thickness)	(per day) 50
Inductive and conductive pipe locator	(per day) 47
Air meter (concrete)	(per day) 50
Wood moisture meter	(per day) 55
Ferrosan	(per day) 105

* Equipment Charges Do Not Include Operators

CORING*

Coring equipment (includes bit charges) asphaltic concrete	(per hour) \$160
Coring equipment (includes bit charges) concrete or masonry	(per hour) 160

*A handling/disposal fee of \$10 may be assessed to each soil sample and tube obtained from the field for environmental projects. Traffic control costs, if required, are in addition to any drilling and/or coring costs. Scaffolding/rigging costs, if required, are in addition to any coring costs.

Floor flatness testing.....	per hour) \$135
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GROUNDWATER SAMPLING/ENVIRONMENTAL TESTING EQUIPMENT*

Field Vehicle truck.....	(per day) \$110
Truck with well sampling equipment.....	(per day) 370
Steam cleaner	(per day) 105
Well sounder.....	(per day) 40

APPENDIX D

Generator.....	(per day)	80
Groundwater field parameter meter.....	(per day)	37
Dissolved oxygen met	(per day)	42
Turbidity kit.....	(per day)	55
Flow monitoring equipment	(per day)	318
Combustible gas indicator	(per day)	60
OVM PID meter	(per day)	80
Gas detector/LEL meter	(per day)	37
Landfill gas chromatograph	(per day)	212
Sound level meter	(per day)	32
Disposable bailer.....	(per unit)	20
Disposable water sample filters.....	(per unit)	22
Hand auger and soil sampler	(per day)	55
Teflon tubing.....	(per foot)	5
Water level transducers.....	(each)	10
Sample sleeve (including caps, Teflon) 6"	(per sample)	10
Sample sleeve (including caps, Teflon) 3"	(per sample)	5
GPS (handheld)	(per day)	80

****Equipment charges do not include operators***

***AERIAL PHOTOMAPPING SERVICES
STANDARD SERVICE LABOR RATES:***

1)	Photogrammetric consultation (flight planning, project coordination)	\$ 110.00 per hour
2)	Stereo-compilation	\$ 100.00 per hour
3)	Digital Data Editing	\$ 95.00 per hour
4)	Orthophoto production services (scanning, photoshop, mosaic)	\$ 95.00 per hour
5)	Aero- Triangulation	\$ 75.00 per image
6)	Secretarial	\$ 40.00 per hour
7)	Outside services (flight, scanning)	\$ cost + 20%
8)	Travel expenses	\$ cost + 20%
9)	Materials	\$ Cost + 20%

Aerial Photomapping Services Federal Tax ID #: 77-029-6870

Aerial Photomapping Services is a California Corporation

2017 RATE SCHEDULE FOR
K.D. SCHMIDT AND ASSOCIATES

<u>Staff</u>	<u>Hourly Rate</u>
Principal	\$325
	\$400 depositions and expert witness
Associate Hydrologist	\$160
Senior Hydrologist	\$150
Hydrogeologic Aide	\$100
Hydrologic Aide	\$90
Secretarial	\$60

Mileage is billed at \$0.60 per mile and photocopies at \$0.20 each. All other out-of-pocket expenses are billed at direct cost.

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

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

Certification of Final Indirect Costs:Consultant Firm Name: Provost & Pritchard Consulting GroupIndirect Cost Rate: 150.84% * for fiscal period 10-1-2015 - 9-30-16

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

Local Government: County of FresnoContract Number: TBDProject Number: N/A

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

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

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

Certification of Financial Management System:

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

Certification of Dollar Amount for all A&E Contracts:

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

Certification of Direct Costs:

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

Consultant Certification of Contract Costs and Financial Management System

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

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

Subconsultants (if applicable)

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

Prime Consultants (if applicable)

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

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

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

Consultant Certifying (Print Name and Title):

Name: Lori Feagaimalii

Title: Controller

Consultant Certification Signature **: Lori Feagaimalii

Date of Certification (mm/dd/yyyy): 6/28/17

Consultant Contact Information:

Email: lfeagaimalii@ppeng.com

Phone number: 559-449-2700

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

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

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

Attachment 1R

February 8, 2016

**SAFE HARBOR RATE
CONSULTANT CERTIFICATION OF ELIGIBILITY;
CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM
FOR FEDERAL-AID HIGHWAY PROJECTS**

Consultant Name: DP Engineering Transportation Design, Inc.

Check one of the following options as it applies to your firm that is completing this certification:

☐ Prime Consultant

☒ Subconsultant

Local Agency (if applicable): County of Fresno

Contract # (if applicable): _____

Check one of the following contract methods of payment:

☐ Specific Rate of Compensation

☐ Actual Cost-Plus-Fixed Fee

☐ Lump Sum

☐ Cost Per Unit of Work

Federal Project #: _____

Subconsultant's Participating Contract Dollar Amount: \$ _____

Subconsultant's Estimated % of Work to be Performed (Specific Rate of Compensation): _____ %

Prime Consultant's Contract Dollar Amount: \$ _____

Safe Harbor Rate (Indirect Cost Rate): 110%

Certification of Eligibility:

I, the undersigned, certify that the firm is eligible to use the safe harbor indirect cost rate as the firm:

1. Does not have relevant contract cost history to use as a base for developing a Federal Acquisition Regulation (FAR) of Title 48, Code of Federal Regulations (CFR) Part 31-Contract Cost Principles and Procedures (48 CFR Part 31 often referred to as "Federal cost principles") compliant indirect cost rate (ICR).

OR

2. Does not have a previously accepted ICR by a cognizant agency, or with an audited/accepted ICR, and does not have an existing contract with a provisional rate.
3. Has not developed an indirect cost rate in compliance with the Federal cost principles.

Certification of Contract Costs:

I, the undersigned, certify that I have reviewed the cost proposal for the above contract and to the best of my knowledge and belief:

1. All costs included in the cost proposal are allowable in accordance with the Safe Harbor Rate requirements and Federal cost principles.
2. The cost proposal does not include any costs which are expressly unallowable with the Safe Harbor Rate requirements and the Federal cost principles.

Attachment 1R

February 8, 2016

3. All direct costs (direct labor/billing rates and other direct costs) included in this cost proposal are reasonable, allowable, and allocable to the contract in accordance with the Safe Harbor Rate requirements; generally accepted accounting principles (GAAP); Federal cost principles; Title 23 United States Code (U.S.C.) Chapter 1-Federal-Aid Highways Section 112-Letting of Contracts (23 U.S.C. 112); Title 23 CFR Chapter 1-Federal Highway Administration, Department of Transportation Part 172- Procurement, Management, and Administration of Engineering and Design Related Service (23 CFR Part 172); and terms and conditions of the contract.

All costs must be applied consistently and fairly to all contracts regardless of contract or client type. Documentation for these costs must be in compliance with applicable federal and state requirements. All documentation of compliance must be retained in the project files for 3 years after contracting agency makes final payment and all pending matters are closed.

Certification of Financial Management System:

I, the undersigned, certify that our financial management system **in place for this contract and moving forward** meets the standards for the Safe Harbor Rate requirements and financial reporting, accounting records, internal and budget control as set forth in 23 CFR Part 172 and 48 CFR Part 31. These standards require consulting firms have an accounting system adequate to accumulate, and track allowable, allocable, and reasonable direct labor and other direct costs by contract; segregate indirect costs, and remove unallowable costs.

Certification of Cost Reimbursements on Contracts:


I, the undersigned, also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to a Federal-aid highway program (FAHP) may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - 31 U.S.C. Sections 3729-3733
- Statements or entries generally - 18 U.S.C. Section 1001
- Major Fraud Act - 18 U.S.C. Section 1031

Consultant Certifying:

Name*: Dawn C. Penman

Title*: President

Signature *: 

Date of Certification (mm/dd/yyyy): 6/2/2017

Email*: dpengineering@att.net

Phone Number *: 530-672-2546

*An executive or financial officer of the contractor's organization who has authority to represent the financial information utilized to establish the proposal submitted in conjunction with the contract.

ALSO REQUIRED

Attach a copy of your completed:

- Distribution: 1) Original to Caltrans A&I
2) Caltrans Division of Procurement and Contracts (DPAC) Contract Files or Local Agency Project Files

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

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

Certification of Final Indirect Costs:

Consultant Firm Name: TRC Engineers, Inc.

Indirect Cost Rate: 160.02% * for fiscal period 07/01/2015-06/30/2016

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

Local Government: County of Fresno - Department of Public Works

Contract Number: TBD

Project Number: TBD

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

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

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

Certification of Financial Management System:

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

Certification of Dollar Amount for all A&E Contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ 22,450,207.00 and the number of states in which the firm does business is 36.

Certification of Direct Costs:

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

Local Assistance Procedures Manual

EXHIBIT 10-K
Consultant Certification of Contract Costs and Financial Management System

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

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

Subconsultants (if applicable)

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

Prime Consultants (if applicable)

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

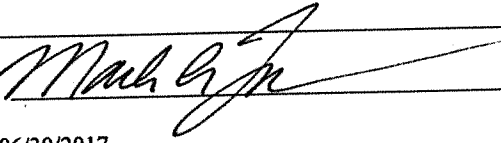
Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

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

Consultant Certifying (Print Name and Title):

Name: Mark Imbriani, P.E.

Title: Vice President

Consultant Certification Signature **: 

Date of Certification (mm/dd/yyyy): 06/30/2017

Consultant Contact Information:

Email: mimbriani@trcsolutions.com

Phone number: (916) 366-0632

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

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

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

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

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

Certification of Final Indirect Costs:

Consultant Firm Name: Cornerstone Structural Engineering Group

Indirect Cost Rate: 172.26% * for fiscal period 01/01/2016 to 12/31/2016

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

Local Government: County of Fresno DPW & Planning

Contract Number: TBD Project Number: TBD

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

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

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

Certification of Financial Management System:

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

Certification of Dollar Amount for all A&E Contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ 2,500,000.00 and the number of states in which the firm does business is one.

Certification of Direct Costs:

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

Local Assistance Procedures Manual

EXHIBIT 10-K

Consultant Certification of Contract Costs and Financial Management System

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

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

Subconsultants (if applicable)

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

Prime Consultants (if applicable)

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

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

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

Consultant Certifying (Print Name and Title):

Name: Todd M. Goolkasian, SE

Title: President

Consultant Certification Signature **: 

Date of Certification (mm/dd/yyyy): 6/30/2017

Consultant Contact Information:

Email: tgoolkasian@cseg.com

Phone number: (559)320-3200

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

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

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**Safe Harbor Rate
Questionnaire for Evaluating Consultant's Financial Management System
For Federal-Aid Highway Projects**

Consultant Name: DI252, Inc. dba Designlab 252

Headquarter Address: P.O. Box 27616 Fresno, CA 93729

Location of Accounting Records: 2530 Sample Ave. Clovis, CA 93611

Company contact for accounting system questions :

Name: Konni Jonse

Title: Chief Operations Officer

Phone Number: 559-999-7531

Email Address: konni@designlab252.com

Mailing Address: P.O. Box 27616 Fresno, CA 93729

Purpose:

This questionnaire is a tool for the Department of Transportation (Caltrans) to evaluate the adequacy of the Consultant's financial management system to accumulate and track direct labor and other direct costs by contract, segregate indirect costs, and remove unallowable costs.

Instructions:

1. This questionnaire should be completed by personnel (e.g. accounting staff) with working knowledge of the Consultant (Company)'s financial management system.
2. Answer all questions and provide an explanation and additional supporting documentation where requested.
3. For "No" responses, provide an explanation.
4. If additional space is required, please attach a separate sheet and refer to items being answered by number.

IMPORTANT!!!

**FAILURE TO PROPERLY COMPLETE THIS DOCUMENT MAY RESULT IN A DENIAL
ON THE USE OF THE SAFE HARBOR RATE AND INABILITY TO PARTICIPATE ON THIS AGREEMENT.**

Definition of terms:

Cost objective is an agreement/contract, function or organizational subdivision, or other work unit for which the costs of processes, products, jobs, or projects are accumulated and measured. An "intermediate cost objective" is a cost objective used to accumulate costs that are subsequently allocated to one or more indirect cost pools and/or final cost objectives.

Direct cost is any cost that is identified specifically with a particular cost objective. Direct costs are not limited to items that are incorporated in the end products as material or labor. Costs identified specifically with a contract are direct costs of that contract. All costs identified with other final cost objectives of the contractor are direct costs of those objective. (Federal Acquisition Regulations (FAR) 31.202)

Indirect or overhead cost is any cost that is not directly identified with a single final cost objective, but is identified with two or more final cost objectives or with at least one intermediate cost objective. (FAR 31.203)

Indirect cost pools are groupings of incurred costs identified with two or more cost objectives but not identified specifically with any final cost objectives. (FAR 31.001)

References: Title 49 Code of Federal Regulations (CFR) 18.20, Title 48 CFR 31, Title 48 CFR subpart 9900, and AASHTO Uniform Auditing & Accounting Guide (2012 Edition).

CALTRANS QUESTIONNAIRE FOR SAFE HARBOR RATE

Revised 9/13/13

1. What form of business entity is the Company?
☐ Sole Proprietorship ☐ Partnership ☐ C Corporation ☒ S Corporation
☐ Other _____
2. What types of services does the Company provide? (e.g. consultant-Architectural and Engineering Design, etc.)
 Consultant-Landscape Architecture
3. Does the Company have prior government contracting experience? ☐ Yes ☒ No
 If so, how many years of experience with government contracts? _____
4. What is the company's fiscal reporting period? (Start Date ____ 1-Jan to December 31)
 Has the company used the same fiscal reporting period for the past two years? ☒ Yes ☐ No
5. What kind of accounting software does the Company use?
☐ Internally-developed system ☐ Commercial System: Name of vendor : Intuit Quickbooks Enterprise Ed..
☐ Hybrid system: Please explain _____
6. What basis of accounting does the Company use to prepare general purpose financial statements?
☒ Cash ☐ Accrual ☐ Hybrid Please explain "Hybrid" _____
 If response above is not "Accrual", are year end accrual adjustments made for compliance with generally accepted accounting principles? ☐ Yes ☒ No
We will do accrual adjustments at the end of each year for compliance with generally accepted accounting principles.
 If yes, please provide a listing of the accrual adjustments made. _____
7. Does the general ledger contain separate direct and indirect accounts for the following?

a. Direct Labor costs (billable and separate non-billable accounts)	Yes	<input checked="" type="checkbox"/> No
b. Non-labor costs (billable and separate non-billable accounts)	Yes	<input checked="" type="checkbox"/> No
c. Unallowable costs	Yes	<input checked="" type="checkbox"/> No

It will beginning with this contract

Note: This will support that all direct costs are accounted for and traceable from the job cost ledger to the general ledger.

If responses are "Yes" to items "a" through "c", please provide a copy of the Company's chart of accounts and identify account numbers/names (i.e. account series/grouping, categories) for the cost items listed below.

- | | |
|----------------------------|-------|
| a. Direct Labor | _____ |
| b. Other Direct Cost (ODC) | _____ |
| c. Indirect Labor | _____ |
| d. Other Indirect Cost | _____ |
| e. Unallowable Cost | _____ |

8. Do you have written policies on identification of direct and indirect costs (labor and non-labor)? ☐ Yes ☒ No
 If "Yes", please provide copies. **We will be creating rent policy that is FAR compliant.**
9. Does the Company have a system in place to identify and remove from the indirect cost pools all unallowable costs, in accordance with 49 CFR Part 18.20, 48 CFR Part 31 and applicable Cost Accounting Standards?
☒ No. Please explain.
☐ Yes. If "yes", please provide written policies and procedures for identifying and removing unallowable costs from the indirect cost pool, and answer a and b below:
 a. How are appropriate personnel trained to distinguish between allowable and unallowable costs?

CALTRANS QUESTIONNAIRE FOR SAFE HARBOR RATE

Revised 9/13/13

b. When does the primary review for allowability occur at time the transaction is recorded or later?

10. Are contracts/projects assigned a unique identification/project number in your accounting system? ☒ Yes ☐ No
 If "Yes", please provide a complete list of current active contracts/projects with their respective identification number.
Active Project List attached below.
11. Do the Company's timesheets include reporting codes for both direct and indirect hours? ☐ Yes ☒ No
 If "Yes", do all employees, including managers and principles, record direct and indirect hours on their timesheets? ☐ Yes ☒ No
 If "No", then please explain the method used to segregate direct and indirect labor hours.
as above We have systems in place so these will be segregated in the future and have unique ID numbers.
12. Does the Company record all hours worked by all employees, including managers and principals, regardless of whether the employees are exempt from overtime pay or whether all direct labor hours are billed to specific contracts/projects?
☒ No. If "No", please explain.: In the future all hours will be tracked in the new system.
☐ Yes. If "Yes", which of the following methods does the Company use to account for uncompensated overtime-the hours worked without additional compensation in excess of an average of 40 hours per week by direct-charge employee who are exempt from the Fair Labor Standards Act?
☐ Effective Rate Method. Please explain: _____
☐ Salary Variance Method. Please explain. (e.g., What was the total dollar amount of the salary/payroll variance for the year?): \$ _____
☐ Other. Please explain: _____
13. Is indirect and direct labor separated by contract/project/cost objectives on employee timesheets? ☐ Yes ☒ No
doing it in the future.
 If "Yes", please provide a copy of an approved timesheet that shows indirect and direct labor separated by contract/project/cost objectives.
14. How does the Company segregate work performed under a basic agreement/contract from work performed for contract changes/modifications?
under a separate account
15. Besides labor, what other costs does the Company normally bill/invoice as direct contract/project costs?
Outside vendor printing, Computer and Software at CT offices only, vehicle expense, Overnight Mail Service, Courier Service, Travel Expense, Office supplies when assigned to CT Offices.
 Does your response include a complete list of all items you intend to bill/invoice Caltrans for? ☒ Yes ☒ No
 If "No", please provide a listing of all those ODC items to be charged to the contract/project with Caltrans.

16. Is your financial management system capable of accumulating and summarizing costs including direct and indirect, (including labor), unallowable, and ODCs by contract/project? ☒ Yes ☐ No
It is capable, but not set-up at this time.
 If "Yes", please provide a sample report from a currently active contract/project showing the accumulation and summarization of direct labor and ODCs by contract/project if applicable.
17. Do you have the ability to accumulate and summarize all contract/project costs even if they can not be billed directly? (i.e. non-reimbursable project costs) ☒ Yes ☐ No
18. Describe the accounting treatment for direct costs not billable to clients. (Where/how are these costs recorded?)
unbillable direct costs will be posted to a specific account for accounting and analysis of OH.

CALTRANS QUESTIONNAIRE FOR SAFE HARBOR RATE

Revised 9/13/13

19. Does the Company reconcile the financial accounting system to the job-cost system?

N/A (no job-cost ledger used)

x No. Please explain. will be doing it in the future.

☐ Yes. If "Yes", how often? (Check all that applies.) ☐ Monthly ☐ Quarterly ☐ Semiannually ☐ Annually

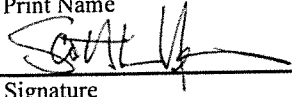
20. As an attachment please describe (narrative or flow chart) your process for approving, recording, and invoicing contract/project costs that meet applicable federal and State rules and regulations.

labor hours are tracked on-line and imported into Quickbooks, monthly audits are performed and invoices are created.

I certify that to the best of my knowledge and belief the responses to this questionnaire are accurate.

Scott Mears

Print Name



Signature

President

Title

06/30/17

Date Completed

Designlab 252

Active Project List

Status	Account #	Client	Project Name
A	08-06-003a	Peter's Engineering	Bardsley Ave
A	10-08-001a	Y and H	T6025 Ph1
A	10-08-001b	Y and H	T6086 (T6025 PH2)
A	11-05-003A	MTCO	Vets GS
A	11-05-003B	MTCO	Vets IC
A	11-05-003C	MTCO	Vets EXT
A	12-05-003	MTCO	Rte 58 Rosedale
A	12-07-003	TRC	Branciforte Creek Bridge
A	12-12-001	Y and H	Stanislaus Ave #2
A	12-12-003	TRC	Alamitos Road Mitigation
A	13-01-001a	PBWS	RAD Fresno
A	13-01-001b	PBWS	RAD Orange Cove
A	13-01-001c	PBWS	RAD Mendota
A	13-01-002	Peter's Engineering	Fowler_Merced St Roundabout
A	13-01-003	P and P	SJRT Reach 1
A	13-02-002	Y and H	Rte 180 Sanger
A	13-03-003	TRC	Plaza Landscape
A	13-03-007A	Y and H	T6034 Ph 1 and 2
A	13-03-007B	Y and H	T6034 Ph3
A	13-04-002	Fresno COG	Courthouse Park
A	13-07-003	Evergreen Communities	T5383 Royal Woods
A	13-11-001	Y and H	Sanger Faller Park
A	13-11-002	Y and H	Sanger Ped Trails
A	14-01-001	TRC	Murray Bridge
A	14-01-002	Y and H	Sanger Skate Park
A	14-01-004	MTCO	TOMF
A	14-02-001	Y and H	T6058
A	14-03-002	Peter's Engineering	Tulare Ped Xing
A	14-05-001	City of Fresno	Sommerville Drive
A	14-06-001	Y and H	T6036
A	14-06-002	Peter's Engineering	Reed Avenue
A	14-06-003	P and P	CRMC Courtyard
A	14-06-004	P & P	Los Banos- On Call
A	14-07-002	Y and H	Annadale Ave
A	14-08-004	Y and H	Lynch Residence
A	14-10-002	City of Reedley	Reedley Rails to Trails
A	14-10-003	PEG	Herndon Avenue
A	14-11-001		Tulare Fire Station
A	14-11-002	Chaffee zoo	Chaffee Zoo Tiger Exhibit
A	14-11-004		Childrens Hospital
A	14-12-001	Y&H	Kerman SMLP
A	15-01-002	TRC	Veterans Trail
A	15-01-005	Y&H	Wathan Tract 5176

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

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

Certification of Final Indirect Costs:

Consultant Firm Name: Miller-Pezzoni & Associates, Inc.

Indirect Cost Rate: TBD * for fiscal period _____

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

Local Government: County of Fresno - Department of Public Works

Contract Number: TBD Project Number: TBD

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

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

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

Certification of Financial Management System:

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

Certification of Dollar Amount for all A&E Contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ TBD and the number of states in which the firm does business is 5.

Certification of Direct Costs:

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

Local Assistance Procedures Manual

EXHIBIT 10-K

Consultant Certification of Contract Costs and Financial Management System

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

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

Subconsultants (if applicable)

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

Prime Consultants (if applicable)

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

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

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

Consultant Certifying (Print Name and Title):

Name: Kevin Pezzoni

Title: Vice President

Consultant Certification Signature **: Kevin Pezzoni

Digitally signed by Kevin Pezzoni
DN: cn=Kevin Pezzoni, o=MPA, ou=Corp, email=kepp@mpa-ee.com, c=US
Date: 2017.07.23 14:04:52 -0700

Date of Certification (mm/dd/yyyy): 7/3/2017

Consultant Contact Information:

Email: kpezzoni@mpa-ee.com

Phone number: 209-575-0312

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

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

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2) Retained in Local Agency Project Files

Consultant Certification of Contract Costs and Financial Management System

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

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

Certification of Final Indirect Costs:Consultant Firm Name: Kleinfelder, Inc.Indirect Cost Rate: 174.46% * for fiscal period April 1, 2015 - March 31, 2016

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

Local Government: County of FresnoContract Number: TBD Project Number: N/A

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

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

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

Certification of Financial Management System:

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

Certification of Dollar Amount for all A&E Contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ 5,000,000.00 and the number of states in which the firm does business is 50.

Certification of Direct Costs:

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

Consultant Certification of Contract Costs and Financial Management System

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

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

Subconsultants (if applicable)

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

Prime Consultants (if applicable)

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

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

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

Consultant Certifying (Print Name and Title):

Name: Mark W. Connelly

Title: Vice President

Consultant Certification Signature **: 

Date of Certification (mm/dd/yyyy): June 30, 2017

Consultant Contact Information:

Email: mconnelly@kleinfelder.com

Phone number: 209.948.1345

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

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

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Certification of Final Indirect Costs:

Consultant Firm Name: BSK Associates

Indirect Cost Rate: 206.31% * for fiscal period 01/01/2015 to 12/31/2015

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

Local Government: County of Fresno

Contract Number: _____ Project Number: _____

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

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

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

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

Certification of Dollar Amount for all A&E Contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ 1,168,825.00 and the number of states in which the firm does business is 5.

Certification of Direct Costs:

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

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

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

Subconsultants (if applicable)

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

Prime Consultants (if applicable)

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

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

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

Consultant Certifying (Print Name and Title):

Name: Mike Vartanian

Title: CFO

Consultant Certification Signature **: 

Date of Certification (mm/dd/yyyy): 07/03/2017

Consultant Contact Information:

Email: mvaranian@bskassociates.com

Phone number: (559)497-2880

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

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

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

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

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

Certification of Final Indirect Costs:

Consultant Firm Name: Aerial Photomapping Services

Indirect Cost Rate: 145% * for fiscal period 01/01/16 - 01/01/17

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

Local Government: County of Fresno - Department of Public Works

Contract Number: TBD Project Number: TBD

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

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

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

Certification of Financial Management System:

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

Certification of Dollar Amount for all A&E Contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ 10,000.00 and the number of states in which the firm does business is 1.

Certification of Direct Costs:

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

EXHIBIT 10-K

Local Assistance Procedures Manual

Consultant Certification of Contract Costs and Financial Management System

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

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

Subconsultants (if applicable)

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

Prime Consultants (if applicable)

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


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

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

Consultant Certifying (Print Name and Title):

Name: Daniel Dietrich

Title: President

Consultant Certification Signature **: 

Date of Certification (mm/dd/yyyy): 07/05/2017

Consultant Contact Information:

Email: ddietrich@photomapping.com

Phone number: 559-291-0147

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

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

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

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

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

Certification of Final Indirect Costs:

Consultant Firm Name: Kenneth D. Schmitt

Indirect Cost Rate: 140% * for fiscal period 2016

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

Local Government: County of Fresno - Department of Public Works

Contract Number: TBD Project Number: TBD

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

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

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

Certification of Financial Management System:

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

Certification of Dollar Amount for all A&E Contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ 0 and the number of states in which the firm does business is .

Certification of Direct Costs:

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

Local Assistance Procedures Manual

EXHIBIT 10-K
Consultant Certification of Contract Costs and Financial Management System

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

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

Subconsultants (if applicable)

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

Prime Consultants (if applicable)

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

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

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

Consultant Certifying (Print Name and Title):

Name: Kenneth D. Schmidt

Title: Principal

Consultant Certification Signature **: Kenneth D. Schmidt

Date of Certification (mm/dd/yyyy): July 5, 2012

Consultant Contact Information:

Email: CLASSTOATCH@GMAIL.COM

Phone number: 553-724-4712

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

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

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**Fiscal Year 2017/2018 California Department of Transportation
Debarment and Suspension Certification**

*As required by U.S. DOT regulations on governmentwide Debarment and Suspension
(Nonprocurement), 49 CFR 29.100:*

- 1) The Applicant certifies, to the best of its knowledge and belief, that it and its contractors, subcontractors and subrecipients:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not, within the three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses listed in subparagraph (1)(b) of this certification; and
 - d) Have not, within the three (3) year period preceding this certification, had one or more public transactions (Federal, state, and local) terminated for cause or default.
- 2) The Applicant also certifies that, if Applicant later becomes aware of any information contradicting the statements of paragraph (1) above, it will promptly provide that information to the State.
- 3) If the Applicant is unable to certify to all statements in paragraphs (1) and (2) of this certification, through those means available to Applicant, including the General Services Administration's *Excluded Parties List System (EPLS)*, Applicant shall indicate so in its applications, or in the transmittal letter or message accompanying its annual certifications and assurances, and will provide a written explanation to the State.

**DEPARTMENT OF TRANSPORTATION
DEBARMENT AND SUSPENSION CERTIFICATION
FISCAL YEAR 2017/2018
SIGNATURE PAGE**

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature _____ Date _____

Printed Name _____

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has the authority under state and local law to make and comply with the certifications and assurances as indicated on the foregoing pages. I further affirm that, in my opinion, these certifications and assurances have been legally made and constitute legal and binding obligations of the Applicant.

I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances or of the performance of the described project.

AFFIRMATION OF APPLICANT'S ATTORNEY

For _____ (Name of Applicant)

Signature _____ Date _____

Printed Name of Applicant's Attorney _____

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF FRESNO
STATE OF CALIFORNIA

In the matter of) No.
Amendment of Standard Conflict of)
Interest Code for All County)
Departments)

Whereas, the Political Reform Act, Government Code section 81000 et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes; and

Whereas, the Fair Political Practices Commission has adopted a regulation, Title 2, California Code of Regulations, section 18730, which contains the terms of a standard conflict of interest code, and which may be amended by the Fair Political Practices Commission after public notices and hearings to conform to amendments to the Political Reform Act; and

Whereas, any local agency may incorporate this standard conflict of interest code, and thereafter need not amend its code to conform to future amendments to the Political Reform Act or its regulations; and

Whereas, the Board of Supervisors may adopt the standard conflict of interest code on behalf of all County departments.

Now therefore be it resolved, that the terms of Title 2, California Code of Regulations, section 18730, and any amendments to it duly adopted by the Fair Political Practices Commission, are hereby incorporated by reference and, along with the Exhibits A and B approved previously, today, or in the future, by this Board for each County department, in which officers and employees are designated and disclosure categories are set forth, constitute the conflict of interest codes of each County department.

APPENDIX G

Conflict of interest forms shall be filed as follows:

1. As required by Government Code section 87500, subdivision (e), the County Administrative Officer, District Attorney, County Counsel, and Auditor-Controller/Treasurer-Tax Collector shall file one original of their statements with the County Clerk, who shall make and retain a copy and forward the original to the Fair Political Practices Commission, which shall be the filing officer.

2. As required by Government Code section 87500, subdivision (j), all other department heads shall file one original of their statements with their departments. The filing officer of each department shall make and retain a copy and forward the original to the Clerk to the Board of Supervisors, who shall be the filing officer.


3. All other designated employees shall file one original of their statements with their departments.

Adopted at a regular meeting of the Board of Supervisors, held on the 2nd day of October, 2007, by the following vote, to wit:

Ayes: Supervisors Larson, Perea, Anderson, Case and Waterston

Noes: None

Absent: None


Chairman, Board of Supervisors

Attest:


Clerk

APPENDIX G

CERTIFICATE OF DELIVERY OF DOCUMENT

I am employed by the County of Fresno as a Deputy Clerk of the Board of Supervisors. On October 2, 2007, I delivered a copy of Resolution No. 07-525 to the Chairperson of the Fresno County Board of Supervisors.

Gael Storm
Gael Storm, Deputy Clerk

APPENDIX G

EXHIBIT "A"

PUBLIC WORKS AND PLANNING

<u>Classification</u>	<u>Category</u>
Accountant I / II	2
Architect	1
Assistant Real Property Agent	1
Associate Real Property Agent	1
Building Inspector I / II	1
Building Plans Engineer	1
Capital Projects Division Manager	1
Chief Building Inspector	1
Chief of Field Surveys	1
Community Development Manager	1
Consultant	*
Deputy Director of Planning	1
Deputy Director of Public Works	1
Development Services Manager	1
Director of Public Works and Planning	1
Disposal Site Supervisor	2
Engineer I / II / III	1
Field Survey Supervisor	3
Housing Rehabilitation Specialist I / II	1
Information Technology Analyst I / II / III / IV	2
Planner I / II / III	1
Principal Accountant	1
Principal Engineer	1
Principal Planner	1
Principal Staff Analyst	1
Public Works and Planning Business Manager	1
Public Works Division Engineer	1
Resources Manager	1
Road Maintenance Supervisor	2, 3
Road Superintendent	1
Senior Accountant	2
Senior Economic Development Analyst	1
Senior Engineer	1
Senior Engineering Technician	2
Senior Geologist	1
Senior Information Technology Analyst	2
Senior Planner	1

APPENDIX G

<u>Classification</u>	<u>Category</u>
Senior Staff Analyst	1
Senior Systems and Procedures Analyst	2
Staff Analyst I / II / III	1
Supervising Accountant	2, 3
Supervising Building Inspector	1
Supervising Engineer	1
Supervising Water/Wastewater Specialist	2, 3
Systems and Procedures Analyst I / II / III	2
Systems and Procedures Manager	2
Traffic Maintenance Supervisor	2

- * Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation: The Director of Public Works and Planning may determine in writing that a particular consultant, although a "designated position", is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The Director of Public Works and Planning's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

APPENDIX G

EXHIBIT "B"

PUBLIC WORKS AND PLANNING

1. Persons in this category shall disclose all reportable investments, interests in real property, sources of income (including gifts), and business positions. Financial interests (other than gifts) are reportable only if located within or subject to the jurisdiction of Fresno County, or if the business entity is doing business or planning to do business in the jurisdiction, or has done business within the jurisdiction at any time during the two years prior to the filing of the statement. Real property shall be deemed to be within the jurisdiction of the County if the property or any part of it is located within or not more than two miles outside the boundaries of the County (including its incorporated cities) or within two miles of any land owned or used by the County.
2. Persons in this category shall disclose all reportable investments in, income from (including gifts), and business positions with any business entity which, within the last two years, has contracted or in the future foreseeably may contract with Fresno County through its Public Works and Planning Department, Solid Waste Commissions within the jurisdiction, or to any other joint powers agency which Fresno County is a member to provide services, supplies, materials, machinery, or equipment to the County.
3. Persons in this category shall disclose all interests in real property within the jurisdiction of Fresno County. Real Property shall be deemed to be within the jurisdiction if the property or any part of it is located within or not more than two miles outside the boundaries of Fresno County (including its incorporated cities) or within two miles of any land owned or used by the County.

EXHIBIT 10-P NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

The prospective participant also agrees by submitting his/her proposal/bid that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: <input type="checkbox"/> a. contract N/A <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee N/A Tier _____, if known Congressional District, if known	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: N/A Congressional District, if known	
6. Federal Department/Agency: N/A	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known: N/A	9. Award Amount, if known: N/A	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI)	11. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI) N/A	
(attach Continuation Sheet(s) if necessary)		
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: <u>Matthew W Kemp</u> Print Name: <u>Matthew W. Kemp. PE</u> Title: <u>Vice President</u> Telephone No.: <u>(559) 449-2700</u> Date: <u>6/28/2017</u>		Authorized for Local Reproduction Standard Form - LLL

Standard Form LLL Rev. 04-28-06

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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

SELF-DEALING TRANSACTION DISCLOSURE FORM

(1) Company Board Member Information:

Name: _____ Date: _____

Job Title: _____

(2) Company/Agency Name and Address:

(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)

(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a)

(5) Authorized Signature

Signature: _____ Date: _____

SELF-DEALING TRANSACTION DISCLOSURE FORM INSTRUCTIONS

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing the disclosure form.

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Codes.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).