

CONSULTANT AGREEMENT

THIS AGREEMENT for Engineering Consultant Services, hereinafter referred to as "the AGREEMENT," is made and entered into this 29th day of January 2019, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to as "the COUNTY"; and Cornerstone Structural Engineering Group, a California Corporation, 986 West Alluvial Avenue, Suite 201, Fresno, CA, 93711, hereinafter referred to as "the CONSULTANT".

WITNESSETH

WHEREAS, the CONSULTANT has been selected to prepare Plans, Specifications and Engineer's Estimate, and to provide other engineering services required for the design of the North Fork Road over San Joaquin River Bridge Replacement, hereinafter referred to as "the PROJECT"; and

WHEREAS, said 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 Chapter 10 Consultant Selection, California Department of Transportation, hereinafter referred to as "Caltrans", Local Assistance Procedures Manual to provide the engineering services necessary for the PROJECT.

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

I. GENERAL PROVISIONS

A. The COUNTY hereby contracts with the CONSULTANT as an independent contractor to provide the consultant engineering services required for the PROJECT.

B. The work to be performed under the AGREEMENT is detailed in Attachment A, attached hereto and incorporated by this reference as though fully set forth herein, as reiterated in Article II ("Consultant's Obligations").

C. The CONTRACT ADMINISTRATOR on behalf of the COUNTY will be:

Dale Siemer, P.E.

Supervising Engineer

2220 Tulare Street, Suite 600, Fresno, CA 93721,

559-600-4327

[dsiemer@fresnocountyca.gov](mailto:dsiemer@fresnocountyca.gov)

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"). The PROJECT MANAGER for the CONSULTANT will be:

Shawn Cullers

Engineering Manager

986 West Alluvial Avenue, Suite 201

Fresno, CA 93711

(559) 320-3200

scullers@cseg.com

and shall remain so unless the CONSULTANT requests and CONTRACT ADMINISTRATOR approves, in writing, a change of the PROJECT MANAGER, which approval will not be unreasonably withheld.

D. The CONSULTANT's PROJECT team listed in Attachment B, attached hereto and incorporated by this reference as though fully set forth herein, is hereby approved. The CONSULTANT shall not substitute any of the employees or subconsultant firms listed in Attachment B without prior written authorization from the CONTRACT ADMINISTRATOR, which approval shall not be unreasonably withheld.

E. The CONSULTANT's services shall be performed as expeditiously as is consistent with professional skill and the orderly progress of the work, based on the PROJECT schedule established in Attachment C, attached hereto and incorporated herein by this reference as though fully set forth herein.

F. As more thoroughly set forth in Article XXXI, the CONSULTANT and the agents and employees of the CONSULTANT, in the performance of the AGREEMENT, shall act in an independent capacity and not as officers or employees of the COUNTY.

1 G. The COUNTY may terminate the AGREEMENT with the CONSULTANT  
2 should the CONSULTANT fail to perform the covenants herein contained at the time  
3 and in the manner herein provided. In the event of such termination, the COUNTY may  
4 proceed with the work in any manner deemed proper by the COUNTY. If the COUNTY  
5 terminates the AGREEMENT with the CONSULTANT, the COUNTY shall pay the  
6 CONSULTANT the sum due the CONSULTANT under the AGREEMENT prior to  
7 termination, unless the cost of completion to the COUNTY exceeds the funds remaining  
8 in the AGREEMENT, in such case the overage shall be deducted from any sum due  
9 the CONSULTANT under the AGREEMENT and the balance, if any, shall be paid to  
10 the CONSULTANT upon demand. The COUNTY's CONTRACT ADMINISTRATOR will  
11 determine the sum due to the CONSULTANT based on the percentage of work  
12 complete for any incomplete task at the time of termination.

13 H. The AGREEMENT is not assignable by the CONSULTANT, either in whole  
14 or in part, without the prior written consent of the COUNTY, upon approval by its Board  
15 of Supervisors.

16 I. No alteration or variation of the terms of the AGREEMENT shall be valid,  
17 unless made in writing and signed by the parties hereto; and no oral understanding or  
18 agreement not incorporated herein, shall be binding on any of the parties hereto.

19 J. The consideration to be paid the CONSULTANT as provided herein, shall be  
20 in compensation for all of the CONSULTANT's expenses incurred in the performance  
21 hereof, including travel and per diem, unless otherwise expressly so provided.

## 22 II. CONSULTANT'S OBLIGATIONS

23 The CONSULTANT's Scope of Work is fully set forth and detailed in Attachment  
24 A, attached hereto and incorporated herein, as referenced in Article I, Section B.

## 25 III. OBLIGATIONS OF COUNTY

26 A list of the COUNTY's obligations is attached hereto as Attachment D and  
27 incorporated herein by this reference as though fully set forth herein.

## 28 IV. PERFORMANCE PERIOD

1           A. The AGREEMENT shall go into effect upon execution by the COUNTY, and  
2 the CONSULTANT shall commence work promptly after receipt of notification to  
3 proceed as issued by the CONTRACT ADMINISTRATOR, subject only to the  
4 provisions of Section A of Article XVIII mandating submittal by CONSULTANT of all  
5 insurance certificates required by Article XVIII prior to CONSULTANT's  
6 commencement of work. The AGREEMENT shall end on the sixth anniversary of the  
7 execution date, unless prior to its expiration its term is extended in writing, for no more  
8 than two additional one-year terms, by mutual consent of the DIRECTOR and the  
9 CONSULTANT.

10           B. The CONSULTANT is advised and hereby acknowledges its understanding  
11 that any recommendation for award is not binding on the COUNTY until the  
12 AGREEMENT is fully executed following its approval by the COUNTY's Board of  
13 Supervisors.

14 V. ALLOWABLE COSTS AND PAYMENTS

15           A. The CONSULTANT shall not commence the performance of work or services  
16 hereunder until the AGREEMENT has been approved by the COUNTY and a written  
17 notification to proceed has been issued by the CONTRACT ADMINISTRATOR. No  
18 payment will be made for any work performed prior to approval of the AGREEMENT or  
19 for any work performed prior to written authorization for commencement of work  
20 hereunder, issued by the CONTRACT ADMINISTRATOR.

21           B. The method of payment for this contract will be based on actual cost plus a  
22 fixed fee. COUNTY will reimburse CONSULTANT for actual costs (including labor  
23 costs, employee benefits, travel, equipment rental costs, overhead and other direct  
24 costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not  
25 be reimbursed for actual costs that exceed the estimated total of wage rates, employee  
26 benefits, travel, equipment rental, overhead, and other estimated costs set forth in the  
27 approved CONSULTANT'S Cost Proposal (Attachment E hereto), unless additional  
28 reimbursement is provided for by contract amendment. In no event will CONSULTANT



1 be reimbursed for overhead costs at a rate that exceeds COUNTY'S approved  
2 overhead rate set forth in the Cost Proposal. In the event that COUNTY determines that  
3 a change to the work from that specified in the Cost Proposal and contract is required,  
4 the contract time or actual costs reimbursable by COUNTY shall be adjusted by contract  
5 amendment to accommodate the changed work. Each of the maximum total cost  
6 amounts as specified in Paragraph "H" shall not be exceeded, unless authorized by  
7 contract amendment.

8 C. In addition to the allowable incurred costs, LOCAL AGENCY will pay  
9 CONSULTANT a ten percent fixed fee of \$51,475.00 for Basic Services; and a ten  
10 percent fixed fee for each Task performed under Optional Services, the cumulative  
11 amount of which shall not exceed \$3,697.00. Each of the maximum amounts payable  
12 to CONSULTANT for its ten percent fixed fee profit margin is nonadjustable for the term  
13 of the contract, except in the event of a significant change in the scope of work that  
14 results in such adjustment being made by appropriate contract amendment.

15 D. Reimbursement for transportation and subsistence costs shall not exceed the  
16 rates as specified in Attachment E.

17 E. Progress payments will be made monthly in arrears based on services  
18 provided and actual costs incurred.

19 F. When milestone cost estimates are included in Attachment E, the  
20 CONSULTANT shall obtain prior written approval for a revised milestone cost  
21 estimate from the CONTRACT ADMINISTRATOR before exceeding such cost  
22 estimate. Any remaining budget from a prior milestone cost estimate will be allowed to  
23 be used toward completing a subsequent milestone upon written approval by the  
24 CONTRACT ADMINISTRATOR.

25 G. The CONSULTANT will be reimbursed, as promptly as fiscal procedures will  
26 permit upon receipt by the COUNTY's CONTRACT ADMINISTRATOR of itemized  
27 invoices. Invoices shall be submitted no later than 45 calendar days after the  
28

performance of work for which the CONSULTANT is billing. Invoices shall detail the work performed on each milestone as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference the AGREEMENT Number and PROJECT. The final invoice must contain the final cost and all credits due to the COUNTY, including any equipment purchased under the provisions of Article XVI ("Equipment Purchase") of the AGREEMENT. The final invoice should be submitted within 60 calendar days after completion of the CONSULTANT's work.

Invoices shall be mailed to COUNTY's CONTRACT ADMINISTRATOR at:

[PWPBusinessOffice@fresnocountyca.gov](mailto:PWPBusinessOffice@fresnocountyca.gov).

H. The Total not-to-exceed amounts for the AGREEMENT are as follows:

	<b>BASIC SERVICES</b>	<b>OPTIONAL SERVICES</b>
<b>Direct Labor Costs</b>	\$189,602.00	\$13,617.00
<b>Indirect Costs</b>	\$325,149.00	\$23,352.00
<b>10% fixed fee</b>	\$51,475.00	\$3,697.00
<b>Consultant Costs</b>	\$304,411.00	\$156,979.00
<b>Reimbursables</b>	\$76,200.00	\$0.00
<b>TOTAL</b>	<b>\$946,837.00</b>	<b>\$197,646.00</b>
<b>TOTAL AGREEMENT AMOUNT</b>	<b>\$1,144,483.00</b>	

I. The total amount payable by the COUNTY for the work to be performed hereunder shall not exceed \$1,144,483.00. Itemized amounts are included in Attachment E.

J. The not-to-exceed amount for each Basic Services Task may be adjusted within the limits of the Total Basic Services not-to-exceed amount of \$946,837 upon written authorization from the COUNTY's Contract Administrator.

K. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by COUNTY's Contract

1 Administrator.

2 For personnel subject to prevailing wage rates as described in the California  
3 Labor Code, all salary increases, which are the direct result of changes in the prevailing  
4 wage rates are reimbursable.

5 L. The CONSULTANT shall not proceed with the preparation of any Optional  
6 Service until written authorization is provided by the COUNTY's Contract Administrator.  
7 Optional Services as described in Attachment A may be authorized in writing by the  
8 COUNTY's Contract Administrator as needed.

9 M. If the CONSULTANT fails to satisfactorily complete a deliverable according  
10 to the schedule set forth in Attachment C, no payment will be made until the  
11 deliverable has been satisfactorily completed or the schedule has been adjusted by  
12 the CONSULTANT and approved by the COUNTY's Contract Administrator.

13 VI. TERMINATION

14 A. The AGREEMENT may be terminated without cause at any time by the  
15 COUNTY upon thirty (30) calendar days written notice. If the COUNTY terminates the  
16 AGREEMENT, the CONSULTANT shall be compensated for services satisfactorily  
17 completed to the date of termination based upon the CONSULTANT's fees and subject  
18 to the maximum amounts payable as specified in Article V and Attachment E.

19 B. If the CONSULTANT terminates the AGREEMENT for reasons other than  
20 material breach by the COUNTY, the CONSULTANT shall reimburse the COUNTY, up  
21 to a maximum of \$10,000, for the actual expense of issuing a new Request For  
22 Proposal, engaging a new consultant(s) and the new consultant's cost in becoming  
23 familiar with the previous CONSULTANT's work.

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

- 26 1. An illegal or improper use of funds;  
27 2. A failure to comply with any term of the AGREEMENT  
28 3. A substantially incorrect or incomplete report submitted to the

COUNTY;

4. Improperly performed service.

D. In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach of the AGREEMENT or any default which may then exist on the part of the CONSULTANT, nor shall such payment impair or in any way prejudice any legal or equitable remedy available to the COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of the CONSULTANT the repayment to the COUNTY of any funds disbursed to the CONSULTANT under the AGREEMENT, which, in the judgment of the COUNTY were not expended in accordance with the terms of the AGREEMENT. The CONSULTANT shall promptly refund any such funds upon demand.

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

F. The maximum amount for which the COUNTY may be found liable in the event the AGREEMENT is terminated is **\$1,144,483**.

**VII. FUNDING REQUIREMENTS**

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

B. The AGREEMENT is valid and enforceable only if sufficient funds are made available to the COUNTY. In addition, the AGREEMENT is subject to any additional

1 restrictions, limitations, conditions, or any legislation enacted by the Congress, State  
2 Legislature or County Board of Supervisors that may affect the provisions, terms, or  
3 funding of the AGREEMENT in any manner.

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

6 D. The COUNTY has the option to void the AGREEMENT under the termination  
7 clause, or to amend the AGREEMENT by mutually acceptable modification of its  
8 provisions to reflect any reduction of funds.

9 VIII. CHANGE IN TERMS

10 A. The AGREEMENT may be amended or modified only by mutual written  
11 agreement of both parties. Except as provided in Section IV.A above, any such written  
12 amendment to this AGREEMENT may be approved on the COUNTY's behalf only by  
13 its Board of Supervisors.

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

17 C. There will be no change in the members of the CONSULTANT's PROJECT  
18 team as identified in Attachment B without prior written approval by the CONTRACT  
19 ADMINISTRATOR.

20 IX. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

21 A. The AGREEMENT is subject to 49 CFR, Part 26 entitled "Participation by  
22 Disadvantaged Business Enterprises in Department of Transportation Financial  
23 Assistance Programs". Consultants who obtain Disadvantaged Business Enterprise  
24 (hereinafter referred to as "DBE") participation on the AGREEMENT will assist Caltrans  
25 in meeting its federally mandated statewide overall DBE goal.

26 B. The goal for DBE participation for the AGREEMENT is 7%. Participation by a  
27 DBE consultant or subconsultants shall be in accordance with information contained in  
28 the Notice to Proposers DBE Information (Exhibit 10-I), Consultant Proposal DBE

1 Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit  
2 10-O2) attached hereto as Attachment F and incorporated herein by this reference as  
3 though fully set forth herein. If a DBE subconsultant is unable to perform, the  
4 CONSULTANT must make a good faith effort to replace him/her with another DBE  
5 subconsultant, if the goal is not otherwise met.

6 C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are  
7 encouraged to participate in the performance of contracts financed in whole or in part  
8 with federal funds. The CONSULTANT or subconsultant shall not discriminate on the  
9 basis of race, color, national origin, or sex in the performance of the AGREEMENT.  
10 CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award  
11 and administration of US DOT-assisted agreements. Failure by the CONSULTANT to  
12 carry out these requirements is a material breach of the AGREEMENT, which may  
13 result in the termination of the AGREEMENT or such other remedy as the COUNTY  
14 deems appropriate.

15 D. Any subcontract entered into as a result of this contract shall contain all of the  
16 provisions of this Article IX.

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

21 F. A DBE performs a Commercially Useful Function (CUF) when it is responsible  
22 for execution of the work of the AGREEMENT and is carrying out its responsibilities by  
23 actually performing, managing, and supervising the work involved. To perform a CUF,  
24 the DBE must also be responsible with respect to materials and supplies used on the  
25 contract, for negotiating price, determining quality and quantity, ordering the material,  
26 and installing (where applicable) and paying for the material itself. To determine  
27 whether a DBE is performing a CUF, evaluate the amount of work subcontracted,  
28 industry practices, whether the amount the firm is to be paid under the AGREEMENT

1 is commensurate with the work it is actually performing, and other relevant factors.

2 G. A DBE does not perform a CUF if its role is limited to that of an extra  
3 participant in a transaction, contract, or project through which funds are passed in  
4 order to obtain the appearance of DBE participation. In determining whether a DBE is  
5 such an extra participant, examine similar transactions, particularly those in which  
6 DBEs do not participate.

7 H. If a DBE does not perform or exercise responsibility for at least thirty percent  
8 (30%) of the total cost of its contract with its own work force, or the DBE subcontracts  
9 a greater portion of the work of the contract than would be expected on the basis of  
10 normal industry practice for the type of work involved, it will be presumed that it is not  
11 performing a CUF.  
12

13 I. The CONSULTANT shall maintain records of materials purchased or  
14 supplied from all subcontracts entered into with certified DBEs. The records shall  
15 show the name and business address of each DBE or vendor and the total dollar  
16 amount actually paid each DBE or vendor, regardless of tier. The records shall show  
17 the date of payment and the total dollar figure paid to all firms. DBE prime consultants  
18 shall also show the date of work performed by their own forces along with the  
19 corresponding dollar value of the work.  
20

21 J. Upon completion of the AGREEMENT, a summary of these records shall be  
22 prepared and submitted on the form entitled, "Final Report-Utilization of  
23 Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F  
24 (Exhibit 17-F, of the LAPM), attached herto as Attachment F, certified correct by the  
25 CONSULTANT or the CONSULTANT's authorized representative and shall be  
26 furnished to the CONTRACT ADMINISTRATOR with the final invoice. Failure to  
27 provide the summary of DBE payments with the final invoice will result in twenty-five  
28 percent (25%) of the dollar value of the invoice being withheld from payment until the

1 form is submitted. The amount will be returned to the CONSULTANT when a  
2 satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE),  
3 First-Tier Subconsultants" is submitted to the CONTRACT ADMINISTRATOR.

4 K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the  
5 decertified subconsultant shall notify the CONSULTANT in writing with the date of  
6 decertification. If a subconsultant becomes a certified DBE during the life of the  
7 AGREEMENT, the subconsultant shall notify the CONSULTANT in writing with the  
8 date of certification. Any changes should be reported to the CONTRACT  
9 ADMINISTRATOR within 30 days.

#### 10 X. COST PRINCIPLES

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

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

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

#### 21 XI. COVENANT AGAINST CONTINGENT FEES

22 The CONSULTANT warrants, by execution of the AGREEMENT, that the  
23 CONSULTANT has not employed or retained any company or person, other than a  
24 bona fide employee working for the CONSULTANT; to solicit or secure the  
25 AGREEMENT; and that the CONSULTANT has not paid or agreed to pay any company  
26 or person other than a bona fide employee, any fee, commission, percentage,  
27 brokerage fee, gift, or any other consideration, contingent upon or resulting from the  
28



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

## 8 XII. RETENTION OF RECORDS/AUDIT

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

16 B. All parties shall make such materials available at their respective offices at all  
17 reasonable times throughout the entirety of the contract term and for three years from  
18 the date of final payment under the contract, pursuant to Government Code 8546.7.  
19 The State, the State Auditor, the COUNTY, Federal Highway Administration (FHWA),  
20 or any duly authorized representative of the federal government shall have access to  
21 any books, records, and documents of the CONSULTANT, and the work papers of its  
22 certified public accountants, that are pertinent to the contract for audit, examinations,  
23 excerpts, and transactions, and copies thereof shall be furnished if requested as more  
24 thoroughly set forth in Section D of Article XIV of the AGREEMENT.

## 25 XIII. DISPUTES

26 A. Any dispute, other than audit, concerning a question of fact arising under the  
27 AGREEMENT that is not disposed of by agreement between the parties shall be  
28 decided by a committee consisting of the CONTRACT ADMINISTRATOR and the

1 DIRECTOR, who may consider written or verbal information submitted by the  
2 CONSULTANT.

3 B. Not later than 30 days after completion of all deliverables necessary to  
4 complete the plans, specifications and estimate, the CONSULTANT may request  
5 review by the COUNTY BOARD OF SUPERVISORS of unresolved claims or disputes,  
6 other than audit. The request for review will be submitted in writing.

7 C. Neither the pendency of a dispute, nor its consideration by the committee will  
8 excuse the CONSULTANT from full and timely performance in accordance with the  
9 terms of the AGREEMENT.

#### 10 XIV. AUDIT REVIEW PROCEDURES

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

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

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

21 D. The CONSULTANT and subconsultants' contracts, including cost proposals  
22 and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited  
23 to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public  
24 accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the  
25 AGREEMENT, cost proposal and ICR and related workpapers, if applicable, will be  
26 reviewed to verify compliance with 48 CFR, Part 31 and other related laws and  
27 regulations. In the instances of a CPA ICR Audit Workpaper Review it is the  
28 CONSULTANT's responsibility to ensure federal, state, or local government officials

are allowed full access to the CPA's workpapers, including making such copies as the auditor deems necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by the CONSULTANT and approved by the CONTRACT ADMINISTRATOR to conform to the audit or review recommendations. The CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by COUNTY at its sole discretion. Refusal by the CONSULTANT to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

#### XV. SUBCONTRACTING

A. Nothing contained in the AGREEMENT or otherwise, shall create any contractual relation between the COUNTY and any subconsultant(s), and no subcontract shall relieve the CONSULTANT of any of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the COUNTY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. It is specifically agreed and acknowledged that the CONSULTANT's obligation to pay its subconsultant(s) is an entirely independent obligation from the COUNTY's obligation to make payments to the CONSULTANT.

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

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

D. All subcontracts entered into as a result of the AGREEMENT shall contain all

of the provisions stipulated in the AGREEMENT to be applicable to subconsultants.

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

#### XVI. EQUIPMENT PURCHASE

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

B. Prior authorization by the CONTRACT ADMINISTRATOR shall be required for purchase of any item, service or consulting work in excess of \$5,000 that is not covered in the CONSULTANT's Cost Proposal; and the CONSULTANT's request must be accompanied by three competitive quotations, unless the absence of bidding is adequately justified, to the satisfaction of the CONTRACT ADMINISTRATOR in his or her discretion, by written explanation provided by the CONSULTANT with its submittal.

C. Any authorized purchase of equipment as a result of the AGREEMENT is subject to the following: "The CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the COUNTY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, the CONSULTANT may either keep the equipment and credit the COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit the COUNTY in an amount equal to the sales price. If the CONSULTANT elects to keep the equipment, fair market value shall be determined at the CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the COUNTY

1 and the CONSULTANT, if it is determined to sell the equipment, the terms and  
2 conditions of such sale must be approved in advance by the COUNTY.” Title 49 CFR,  
3 Part 18 requires a credit to Federal funds when participating equipment with a fair  
4 market value greater than \$5,000.00 is credited to the PROJECT.

5 XVII. HOLD HARMLESS

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

13 B. COUNTY and CONSULTANT hereby declare their mutual intent to cooperate in  
14 the defense of any claim, suit, or other action alleging liability, arising from the  
15 performance or failure to perform of any COUNTY construction contractor or  
16 subcontractor in connection with any project for which CONSULTANT has been  
17 retained under Article III above. Such cooperation may include an agreement to  
18 prepare and present a cooperative defense after consultation with CONSULTANT's  
19 professional liability insurance carrier.

20 XVIII. INSURANCE

21 A. Without limiting the COUNTY’S right to obtain indemnification from the  
22 CONSULTANT or any third parties, the CONSULTANT, at its sole expense, shall  
23 maintain in full force and effect, the following insurance policies throughout the term of  
24 the AGREEMENT. Provided, however, that the CONSULTANT shall not be required  
25 to obtain or provide such insurance policies unless and until the CONSULTANT has  
26 been authorized to provide services hereunder; and it is understood and acknowledged  
27 by the Parties that the effectiveness of such authorization shall be deemed conditional  
28 upon CONSULTANT's submittal to COUNTY of all insurance certificates required by  
this Article XVIII, prior to CONSULTANT's commencement of any work on the

PROJECT.

1. Commercial General Liability Insurance with limits of not less than One Million Dollars **(\$1,000,000.00)** per occurrence and an annual aggregate of Two Million Dollars **(\$2,000,000.00)**. This policy shall be issued on a per occurrence basis.

2. Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with the AGREEMENT.

3. Professional Liability Insurance:

If the CONSULTANT employs licensed professional staff in providing services, Professional Liability Insurance with limits of not less than One Million Dollars **(\$1,000,000.00)** per claim, Three Million Dollars **(\$3,000,000.00)** annual aggregate. The policy for Professional Liability shall remain in full force and effect and evidence of insurance must be provided for a period of five (5) years after completion of the contracted work.

4. Worker's Compensation insurance policy as may be required by the California Labor Code. CONSULTANT hereby waives its right to recover from COUNTY, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. CONSULTANT is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but CONSULTANT's waiver of subrogation under this paragraph is effective whether or not CONSULTANT obtains such an endorsement.

B. The CONSULTANT shall obtain endorsements to the Commercial General Liability insurance naming the COUNTY, its officers, agents, employees, and servants, individually and collectively, as additional insureds, but only insofar as the operations under the AGREEMENT are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by

1 the COUNTY, its officers, agents and employees shall be excess only and not  
2 contributing with insurance provided under the CONSULTANT'S policies herein. The  
3 CONSULTANT shall give the COUNTY at least thirty (30) days advance written notice  
4 of any cancellation, expiration, reduction or other material change in coverage with  
5 respect to any of the aforesaid policies.

6 C. Prior to commencing any such work under the AGREEMENT, the  
7 CONSULTANT shall provide to the COUNTY certificates of insurance and  
8 endorsements for all of the required policies as specified above, stating that all such  
9 insurance coverage has been obtained and is in full force; that the COUNTY, its officers,  
10 agents and employees will not be responsible for any premiums or assessments on the  
11 policies; that such Commercial General Liability insurance names the COUNTY, its  
12 officers, agents and employees, individually and collectively, as additional insured, but  
13 only insofar as the operations under the AGREEMENT are concerned; that such  
14 coverage for additional insured shall apply as primary insurance and any other  
15 insurance, or self-insurance, maintained by the COUNTY, its officers, agents and  
16 employees, shall be excess only and not contributing with insurance provided under  
17 the CONSULTANT'S policies herein; and that this insurance shall not be cancelled or  
18 changed without a minimum of thirty (30) days advance, written notice given to the  
19 COUNTY; and that for such Worker's Compensation insurance, the CONSULTANT has  
20 waived its right to recover from the COUNTY, its officers, agents and employees any  
21 amounts paid under the insurance policy and that waiver does not invalidate the  
22 insurance policy. The certificates shall be sent to the CONTRACT ADMINISTRATOR  
23 at Department of Public Works and Planning, Design Division, 2220 Tulare Street, Sixth  
24 Floor, Fresno, CA 93721.

25 D. In the event CONSULTANT fails to keep in effect at all times insurance  
26 coverage as herein provided, once such insurance is required in accordance with the  
27 provisions of Article XVIII, Section A, the COUNTY may, in addition to other remedies  
28 it may have, terminate the AGREEMENT upon the occurrence of such event.

1 E. CONSULTANT shall require and verify that all subconsultants maintain  
2 insurance meeting all of the requirements (including minimum amounts of coverage)  
3 specified in this Article VXIII, including but not limited to the naming of the COUNTY as  
4 an additional insured.

5 F. All policies required by this Article XVIII shall be issued by admitted  
6 insurers licensed to do business in the State of California, and all insurance shall be  
7 purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VIII or  
8 better.

9 XIX. INSPECTION OF WORK

10 The CONSULTANT and any subconsultant shall permit the COUNTY, the  
11 State, and the FHWA to review and inspect the PROJECT activities and files at all  
12 reasonable times during the performance period of the AGREEMENT including review  
13 and inspection on a daily basis.

14 XX. OWNERSHIP OF DATA

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

20 B. The CONSULTANT understands and agrees the COUNTY shall retain full  
21 ownership rights of the drawings and work product of the CONSULTANT for the  
22 PROJECT, to the fullest extent permitted by law. In this regard, the CONSULTANT  
23 acknowledges and agrees CONSULTANT's services are on behalf of the COUNTY and  
24 are "works made for hire," as that term is defined in copyright law, by the COUNTY; that  
25 the drawings and work product to be prepared by the CONSULTANT are for the sole  
26 and exclusive use of the COUNTY, and that the COUNTY shall be the sole owner of all  
27 patents, copyrights, trademarks, trade secrets and other rights and contractual interests  
28 in connection therewith which are developed and compensated solely under the



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

20 C. If the AGREEMENT is terminated during or at the completion of any service  
21 included in Attachment A, a reproducible copy of report(s) or preliminary documents  
22 shall be submitted by the CONSULTANT to the COUNTY, which may use them to  
23 complete the PROJECT at a future time.

24 D. If the PROJECT is terminated at the completion of a construction document  
25 phase of the PROJECT, certified reproducibles on .003" mylars of the original final  
26 construction contract drawings, specifications, and approved engineer's estimate shall  
27 be submitted by the CONSULTANT to the COUNTY.

28 E. The COUNTY may request that certain machine-readable information and

1 data ("CAD data") be provided by the CONSULTANT under the AGREEMENT. Such  
2 CAD data is more specifically described in Attachment A. The electronic files provided  
3 by the CONSULTANT to the COUNTY are submitted for an acceptance period lasting  
4 until the expiration of the AGREEMENT (i.e., throughout the duration of the contract  
5 term, including any extensions). Any defects the COUNTY discovers during such  
6 acceptance period will be reported to the CONSULTANT and will be corrected as part  
7 of the CONSULTANT's "Basic Scope of Work."

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

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

## 22 XXI. CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR

23 A. If claims are filed by the COUNTY's construction contractor relating to work  
24 performed by the CONSULTANT's personnel, and additional information or assistance  
25 from the CONSULTANT's personnel is required in order to evaluate or defend against  
26 such claims, then the CONSULTANT hereby agrees in such event to make its  
27 personnel available for consultation with the COUNTY's construction contract  
28 administration and legal staff and for testimony, if necessary, at depositions and at trial

1 or arbitration proceedings.

2 B. The CONSULTANT's personnel that the COUNTY considers essential to  
3 assist in defending against construction contractor claims will be made available on  
4 reasonable notice from the COUNTY. Consultation or testimony will be reimbursed at  
5 the same rates, including travel costs that are being paid for the CONSULTANT's  
6 personnel services under the AGREEMENT. Services of the CONSULTANT's  
7 personnel in connection with consultation or testimony for this purpose will be  
8 performed pursuant to a written contract amendment, if determined by the parties to be  
9 necessary or appropriate.

10 XXII. CONFIDENTIALITY OF DATA

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

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

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

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

28 E. Any subcontract entered into as a result of the AGREEMENT shall contain all

of the provisions of this Article.

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

**XXIII. NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

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

**XXIV. EVALUATION OF CONSULTANT**

The CONSULTANT's performance will be evaluated by the COUNTY using Attachment G, attached hereto and incorporated herein by this reference as though fully set forth herein. A copy of the evaluation will be sent to the CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

**XXV. STATEMENT OF COMPLIANCE**

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

B. During the performance of the AGREEMENT, the CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. The CONSULTANT and subconsultants shall insure that the

1 evaluation and treatment of their employees and applicants for employment are free  
2 from such discrimination and harassment. The CONSULTANT and subconsultants  
3 shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code  
4 §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California  
5 Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the  
6 Fair Employment and Housing Commission implementing Government Code Section  
7 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of  
8 Regulations, are incorporated into the AGREEMENT by reference and made a part  
9 hereof as if set forth in full. The CONSULTANT and subconsultants shall give written  
10 notice of their obligations under this clause to labor organizations with which they have  
11 a collective bargaining or other Agreement.  
12

13 C. The CONSULTANT shall comply with regulations relative to Title VI  
14 (nondiscrimination in federally-assisted programs of the Department of Transportation  
15 – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964  
16 Civil Rights Act). Title VI provides that the recipients of federal assistance will  
17 implement and maintain a policy of nondiscrimination in which no person in the state  
18 of California shall, on the basis of race, color, national origin, religion, sex, age,  
19 disability, be excluded from participation in, denied the benefits of or subject to  
20 discrimination under any program or activity by the recipients of federal assistance or  
21 their assignees and successors in interest.  
22

23 D. The CONSULTANT with regard to the work performed by it during the  
24 AGREEMENT shall act in accordance with Title VI. Specifically, the CONSULTANT  
25 shall not discriminate on the basis of race, color, national origin, religion, sex, age, or  
26 disability in the selection and retention of Subconsultants, including procurement of  
27 materials and leases of equipment. The CONSULTANT shall not participate either  
28 directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's

1 Regulations, including employment practices when the AGREEMENT covers a  
2 program whose goal is employment.

3 XXVI. DEBARMENT AND SUSPENSION CERTIFICATION

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

18 B. Exceptions will not necessarily result in denial of recommendation for award,  
19 but will be considered in determining the CONSULTANT's responsibility. Disclosures  
20 must indicate to whom exceptions apply, initiating agency, and dates of action.

21 C. Exceptions to the Federal Government Excluded Parties Listing System  
22 maintained by the General Services Administration are to be determined by the FHWA.

23 XXVII. STATE PREVAILING WAGE RATES

24 A. The CONSULTANT shall comply with the State of California's General  
25 Prevailing Wage Rate requirements in accordance with California Labor Code, Section  
26 1770, and all Federal, State, and local laws and ordinances applicable to the work.

27 B. Any subcontract entered into as a result of this contract if for more than  
28 \$25,000 for public works construction or more than \$15,000 for the alteration,

demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

XXVIII. CONFLICT OF INTEREST

A. The CONSULTANT shall comply with the provisions of the Fresno County Department of Public Works and Planning Conflict of Interest Code, attached hereto as Attachment J and incorporated herein by this reference as though fully set forth herein. Such compliance shall include the filing of annual statements pursuant to the regulations of the State Fair Political Practices Commission including, but not limited to, portions of Form 700.

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

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

D. The CONSULTANT hereby certifies that neither the CONSULTANT, nor any firm affiliated with the CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this AGREEMENT.

E. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this AGREEMENT shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

XXIX. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that the AGREEMENT was not obtained or

secured through rebates kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, the COUNTY shall have the right, in its discretion, to do any of the following: terminate the AGREEMENT without liability; or to pay only for the value of the work actually performed; or to deduct from the AGREEMENT price, or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

XXX. PROHIBITION OF EXPENDING COUNTY STATE OR FEDERAL FUNDS FOR LOBBYING

A. The CONSULTANT shall complete and sign the lobbying forms, attached hereto and incorporated herein by this reference as though fully set forth herein as Attachment J, in accordance with the instructions found on each form.

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

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



1 Congress, or an employee of a Member of Congress; in connection with this federal  
2 contract, grant, loan, or cooperative agreement, then the CONSULTANT shall complete  
3 and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance  
4 with its instructions.

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

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

15 XXXI. INDEPENDENT CONTRACTOR

16 A. In performance of the work, duties and obligations assumed by the  
17 CONSULTANT under the AGREEMENT, it is mutually understood and agreed that the  
18 CONSULTANT, including any and all of the CONSULTANT's officers, agents, and  
19 employees will at all times be acting and performing as an independent contractor, and  
20 shall act in an independent capacity and not as an officer, agent, servant, employee, joint  
21 venturer, partner, or associate of the COUNTY. Furthermore, the COUNTY shall have no  
22 right to control or supervise or direct the manner or method by which the CONTRACTOR  
23 shall perform its work and function. However, the COUNTY shall retain the right to  
24 administer the AGREEMENT so as to verify that the CONSULTANT is performing its  
25 obligations in accordance with the terms and conditions thereof.

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

1 C. Because of its status as an independent contractor, the CONSULTANT  
2 shall have absolutely no right to employment rights and benefits available to the COUNTY  
3 employees. The CONSULTANT shall be solely liable and responsible for providing to, or  
4 on behalf of, its employees all legally-required employee benefits. In addition, the  
5 CONSULTANT shall be solely responsible and save the COUNTY harmless from all  
6 matters relating to payment of the CONSULTANT's employees, including compliance with  
7 Social Security withholding and all other regulations governing such matters. It is  
8 acknowledged that during the term of the AGREEMENT, the CONSULTANT may be  
9 providing services to others unrelated to the COUNTY or to the AGREEMENT.

10 XXXII. DISCLOSURE OF SELF-DEALING TRANSACTIONS

11 This provision is only applicable if the CONSULTANT is operating as a  
12 corporation (a for-profit or non-profit corporation) or if during the term of the  
13 AGREEMENT, the CONSULTANT changes its status to operate as a corporation.  
14 Members of the CONSULTANT's Board of Directors shall disclose any self-dealing  
15 transactions that they are a party to while CONSULTANT is providing goods or  
16 performing services under the AGREEMENT. A self-dealing transaction shall mean a  
17 transaction to which the CONSULTANT is a party and in which one or more of its  
18 directors has a material financial interest. Members of the Board of Directors shall  
19 disclose any self-dealing transactions that they are a party to by completing and signing  
20 a Self-Dealing Transaction Disclosure Form, attached hereto and incorporated herein  
21 by this reference as though fully set forth herein as Attachment K and submitting it to  
22 the COUNTY prior to commencing with the self-dealing transaction or immediately  
23 thereafter.

24 XXXIII. NOTIFICATION

25 All notices hereunder and communications regarding interpretation of the terms  
26 of the AGREEMENT and changes thereto, shall be effected by the mailing thereof by  
27 registered or certified mail, return receipt requested, postage prepaid, and addressed  
28 to the CONTRACT ADMINISTRATOR and the CONSULTANT's PROJECT MANAGER

identified above in Article I, Section C.

XXXIV. NON-ASSIGNMENT

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

XXXV. CONSULTANT'S LEGAL AUTHORITY

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

XXXVI. BINDING UPON SUCCESSORS

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

XXXVII. INCONSISTENCIES

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

XXXVIII. SEVERABILITY

Should any part of the AGREEMENT be determined to be invalid or unenforceable, then the AGREEMENT shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of the AGREEMENT are hereby declared to be severable.

XXXIX. SAFETY

A. The CONSULTANT shall comply with OSHA regulations applicable to the

1 CONSULTANT regarding necessary safety equipment or procedures. The  
2 CONSULTANT shall comply with safety instructions issued by the DIRECTOR. The  
3 CONSULTANT personnel shall wear hard hats and safety vests at all times while  
4 working on the construction project site.

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

11 C. Any subcontract entered into as a result of the AGREEMENT shall contain  
12 all of the provisions of this Article.

#### 13 XXXX. RETENTION OF FUNDS

14 No retainage will be withheld by the COUNTY from progress payments due the  
15 CONSULTANT. Retainage by the CONSULTANT or subconsultants is prohibited, and  
16 no retainage will be held by the CONSULTANT from progress payments due to its  
17 subconsultants. Any violation of this provision shall subject the violating CONSULTANT  
18 or subconsultants to the penalties, sanctions, and other remedies specified in Section  
19 7108.5 of the California Business and Professions Code. This requirement shall not be  
20 construed to limit or impair any contractual, administrative, or judicial remedies,  
21 otherwise available to the CONSULTANT or subconsultant in the event of a dispute  
22 involving late payment or nonpayment by the prime consultant or deficient  
23 subconsultant performance, or noncompliance by a subconsultant. This provision  
24 applies to both DBE and non-DBE CONSULTANTs and subconsultants.

#### 25 XXXXI. FINAL AGREEMENT

26 Both of the above-named parties to the AGREEMENT hereby expressly agree  
27 that the AGREEMENT constitutes the entire agreement which is made and concluded  
28 in duplicate between the two parties with respect to the subject matter hereof and

1 supersedes all previous negotiations, proposals, commitments, writings,  
2 advertisements, publications, and understandings of any nature whatsoever unless  
3 expressly included in the AGREEMENT. In consideration of promises, covenants and  
4 conditions contained in the AGREEMENT, the CONSULTANT and the COUNTY, and  
5 each of them, do hereby agree to diligently perform in accordance with the terms and  
6 conditions of the AGREEMENT, as evidenced by the signatures below.

7 ///

8 ///

9 ///

10 ///

11 ///

12 ///

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22

23

24

25


26

27

28


1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of  
2 the day and year first hereinabove written.

3  
4 **CONSULTANT**

5   
(Authorized Signature)

6  
7 Todd M. Goolkasian, S.E., President  
8 Cornerstone Structural Engineering  
9 Group  
10 986 West Alluvial, Suite 201  
11 Fresno, CA 93711

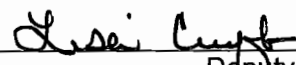
**COUNTY OF FRESNO**

  
Nathan Magsig, Chairman of the Board  
of Supervisors of the County of Fresno

12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
ATTEST:  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

FOR ACCOUNTING USE ONLY:

ORG No.: 4510  
Account No.: 7295  
Project No.: G11115

By:   
Deputy

# Project Scope

## FRESNO COUNTY – DEPARTMENT OF PUBLIC WORKS AND PLANNING

### North Fork Road over San Joaquin River Bridge Replacement

Bridge No. 42C0001

BRLS-5942(262)

## SCOPE OF WORK - BASIC SERVICES

October 16, 2018

### PHASE 0 MEETINGS AND PROJECT MANAGEMENT

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

CONSULTANT's Principal and Project Manager will direct and monitor project work activities in accordance with the contracted scope, schedule, and budget. CONSULTANT will monitor and keep COUNTY informed regarding the impact of design issues on the project budget and scope. Upon the request of the COUNTY, CONSULTANT shall incorporate into the design such reasonable changes as COUNTY deems appropriate as a result of the COUNTY's review processes and impact on the budget or engineer's estimate. If CONSULTANT disagrees with COUNTY's request, such disagreement will be registered in writing and COUNTY will attempt to reconcile such disagreement. If it is impossible to make reconciliation, the written disagreement will become a part of the Project record and CONSULTANT shall then comply with COUNTY's request.

#### **Deliverables:**

- PDT Meeting Minutes
- Constructability Review Meeting Minutes
- Stakeholder Meeting Minutes

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

Upon request of County, CONSULTANT will attend meetings with COUNTY staff and appropriate project stakeholders at the COUNTY's facility. It is assumed that the number of meetings will be limited to twelve (12). CONSULTANT will prepare for and attend meetings as follows:

##### **0.1.1 Kick-off/Scoping Meeting**

CONSULTANT will prepare for and attend the project kick-off/scoping meeting at the COUNTY's offices. The goal of the kick-off/scoping meeting is to introduce staff, discuss project background and scope, establish communication and procedure guidelines, and discuss the project schedule.



## **0.1.2 Site Investigation Meeting**

CONSULTANT will prepare for and attend the site investigation meeting with COUNTY staff from the Design and Road Maintenance Divisions to determine existing field conditions and to review existing facilities within the existing and proposed right-of-way, i.e. irrigation and drainage facilities, utilities, access roads, etc. It is assumed that the site investigation meeting will be scheduled to occur on the same day as the project kick-off/scoping meeting.

## **0.1.3 PDT Meetings**

CONSULTANT will prepare for and attend PDT meetings at the COUNTY's offices as requested by the COUNTY for successful completion of the project. The goal of the PDT meetings is to discuss project status, schedule, and budget; to discuss critical project information and status across team disciplines and make decisions that could potentially affect the project design, scope, schedule, and budget. CONSULTANT will prepare meeting minutes documenting the discussions, conclusions and meeting action items and the responsible party.

## **0.1.4 Public Outreach Meetings**

CONSULTANT will attend up to two (2) public outreach meetings. CONSULTANT will attend meetings to answer questions from the public as requested by the County. It is assumed that public outreach meeting venue and notifications will be arranged by the County and meeting minutes will be prepared by the County. It is assumed that all handouts and presentation materials will be provided by the County.

## **0.1.5 Constructability Review Meetings**

CONSULTANT will meet with the COUNTY's staff and project stakeholders at 30%, 60%, and 90% Constructability Review Meetings. It is assumed that the three Constructability Review Meetings will coincide with scheduled PDT Meetings. CONSULTANT will prepare brief meeting minutes documenting the discussions, conclusions and meeting action items and the responsible party.

### **Deliverables:**

- Meeting Agendas
- Attendee Sign In Sheets
- Meeting Minutes (Draft and Final)

## **Task 0.2 Project Coordination**

This task includes coordination with Caltrans Local Assistance, affected regulatory agencies, project stakeholders, and utility owners.

### **0.2.1 Caltrans Programming and Local Assistance**

CONSULTANT will assist the COUNTY in the preparation of the paperwork necessary to comply with the requirements of the HBP program and Local Assistance Procedures Manual (LAPM) for the COUNTY to submit to Caltrans District 6 Local Assistance. The documents will include (but not be limited to):

- HBP Scope/Cost/Schedule Change Request (Exhibit 6D) as required
- Design Exception Requests



### 0.2.2 Regulatory Agency and Stakeholder Coordination

In coordination with the COUNTY and at the COUNTY's direction, CONSULTANT will prepare exhibits to facilitate coordination between COUNTY and other involved agencies concerning facilities to determine design requirements for the construction of new facilities and structures. The following agencies and stakeholders may be involved with the project:

- California Department of Fish and Wildlife (CDFW)
- Regional Water Quality Control Board (RWQCB)
- Army Corps of Engineers (ACOE)
- United States Bureau of Reclamation (USBR)
- San Joaquin River Conservancy
- Property Owners (parcels within the project footprint)
- PG&E Electric
- Ponderosa Telephone Co.

It is assumed that all communication with the regulatory agencies and project stakeholders will be conducted by the COUNTY. If additional stakeholders are identified during the design process, coordination with those stakeholders can be accommodated with a budget modification.

#### **Deliverables:**

- LAPM/HBP documents if required due to change of project scope
- Utility Conflict Mapping

## Task 0.3 Monthly Progress Invoices & Project Delivery Schedule

### 0.3.1 Monthly Progress Invoices

CONSULTANT will prepare monthly invoices showing the percent of work complete for each phase, addressing the progress of the project, project design schedule, decisions that must be made to keep the project on schedule, and a list of work that has been accomplished in the previous month and work forecasted for the upcoming month.

### 0.3.2 Project Delivery Schedule

CONSULTANT will provide a project delivery schedule for the tasks identified within this scope of services. The schedule will identify the major tasks to be completed, durations, and project milestones. CONSULTANT will provide a baseline project delivery schedule after the scoping meeting and will provide monthly updates to the COUNTY by the 20th day of each month.

#### **Deliverables:**

- Master (Baseline) Project Schedule
- Monthly Updated Project Schedule
- Monthly Project Status Reports

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

CONSULTANT will utilize a QC/QA plan/process for this project whereby deliverables are reviewed for uniformity, compatibility and constructability as well as general conformance with the Caltrans and FHWA HBP program requirements. QC/QA Manager will be assigned to the project whose responsibility will be to ensure the proper quality control procedures are in place and followed. The QC/QA plan will include procedures for reviewing

deliverables including, but not limited to, conceptual plans, technical memorandums and reports, and cost estimates. Supporting documentation demonstrating that the QC/QA plan/process is being followed will be submitted to the COUNTY. This documentation may include copies of review comment forms, red-marked plans, QC/QA meeting minutes, etc.

## **PHASE 1**      **PRELIMINARY DESIGN**

### **Task 1. 1      Surveys and Base Mapping (BY COUNTY)**

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

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

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

A base map of the existing conditions, including topographic, right-of-way, and surveyed utility mapping, will be provided by the COUNTY for use by CONSULTANT.

### **Task 1. 2      Conceptual Area of Potential Effect (APE) Boundary**

CONSULTANT will provide the COUNTY with a conceptual exhibit showing the anticipated extents of the project to be used by the COUNTY in developing the project APE boundary. The exhibit will be provided in 2017 AutoCAD Civil 3D format. The COUNTY will be responsible for preparing the official APE map for use in the environmental documents.

### **Task 1. 3      Draft Hydraulics and Scour Report**

CONSULTANT will prepare a Draft Hydraulics and Scour Report. The Draft Hydraulics and Scour Report will be included in the Type Selection Memorandum (i.e. Preliminary Report).

#### **1.3.1      Research and Data Collection**

CONSULTANT will gather and review existing information and conduct project field review including:

- Bridge maintenance records for the existing and adjacent upstream and downstream bridges.
- Available hydrologic and hydraulic data from the COUNTY, USGS, USBR, or FEMA.

#### **1.3.2      Estimate Hydrology**

CONSULTANT will estimate the 50-year, 100-year, and 200-year discharges. Discharges will be estimated by investigating dam operations and using existing FEMA data.

### 1.3.3 1D Hydraulic Analysis

CONSULTANT will set up an existing conditions HEC-RAS model of the reach. Calibration data will be researched to determine if any high-water elevations were documented for the flood of record.

The proposed replacement structure will be modeled to determine the impact to the water surface elevation and velocity. The model will also incorporate any encroachment from bridge approach fills.

The hydraulic variables (water surface elevation, velocity etc.) will be determined for the 50-year (design storm), 100-year (base storm), and 200-year discharges. Results from the hydraulic analysis will be provided in both tabular as well as graphical output formats.

Chapter 800 of the Caltrans Highway Design Manual (HDM) delineates the hydraulic design criteria for bridges and culverts, but leaves the recommendation for freeboard to the judgment of the hydraulic engineer based primarily upon the debris anticipated at the bridge and coordination with the US Bureau of Reclamation.

### 1.3.4 Scour and Bank Protection

CONSULTANT will review maintenance records for the existing and adjacent bridges to determine if the stream has aggraded or degraded over time. Local scour will be estimated using the methods described in the Federal Highway Administration (FHWA) Publication HEC-18, Evaluating Scour at Bridges.

Up to three alternative pier configurations will be examined (if needed). The Colorado State University Equation (CSU) will be used for estimating local pier scour as recommended in the Federal Highway Administration (FHWA) Publication HEC-18, Evaluating Scour at Bridges.

Calculations will be completed to determine the need for bank protection. If bank protection is required, parameters will be provided according to the Bank and Shore Protection Manual using a layered Caltrans Design.

### 1.3.5 Location Hydraulic Study

CONSULTANT will complete a Location Hydraulic Study (Floodplain Encroachment Report) in accordance with 23 CFR 650.113. This report is generally included in the environmental document for the bridge. A "No-Rise" certificate will be provided to the County Floodplain Manager documenting the water surface elevation change caused by replacing the bridge.

### 1.3.6 2D Hydraulic Analysis

Under this task, the design team will revise the HEC-RAS model to add the proposed bridge alternative and run the HEC-RAS model in unsteady 2D to a) verify the ineffective flow areas, b) provide velocity magnitude and direction in order to size bank protection and determine impact (if any) to upstream and downstream properties and the need to provide participating funds to protect banks adversely affected by the proposed bridge project.

### 1.3.7 CVFPB Falsework Analysis

Under this task, CONSULTANT will model proposed falsework configuration and create a Technical Memorandum (TM) to document the analysis for the Central Valley Flood Protection Board (CVFPB) permit to allow the falsework to stay in the channel over a flood season.

#### **Deliverables:**

- Up to six (6) copies of the Draft Hydraulic and Scour Report
- Up to six (6) copies of the Final Location Hydraulic Study



- Final Floodplain Evaluation Form

#### **Task 1. 4      Geotechnical Engineering**

CONSULTANT will provide a foundation study for the bridge site. This task includes site review, engineering evaluation, analysis and preparation of the Preliminary Foundation Report, and consultation/plan review. Geotechnical studies will be prepared based on Caltrans guidelines for preparation of Bridge Foundation Reports.

##### **1.4.1      Research and Data Collection**

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

Permits/USA Clearances: CONSULTANT will comply with the County Permit requirements. We propose five (5) borings at this time based on the proposed bridge configuration. It is expected that four borings will be in the open areas along the roadway and one through the bridge deck.

Our field engineer will mark the boring locations and contact Underground Service Alert (USA) for utility clearances. The boring from the deck will require permits from Department of Fish and Wildlife and Central Valley Flood Protection Board. The permitting process could take several months based on our experience. We assume that the environmental consultant will collaborate with the agencies to facilitate the permitting process.

##### **1.4.2      Field Exploration**

The proposed boring program includes five (5) rotary wash borings to characterize the subsoil conditions for foundation design. Four (4) borings will be drilled from the "land" to a depth of about 100 to 120 feet. The fifth boring may be drilled either from the deck or below the bridge on the bank to the floodplain, and should extend to 150 feet below mudline to account for potential scour. Due to existing traffic and constraints, the investigation will need traffic control (lane closure) for field exploration.

In general, the "land" borings (to about 100 to 120 feet deep) may take one to two days to complete. Due to sand and gravel (prone to caving), the 150-foot deep boring may take three days to complete. If we need to drill the boring from the existing bridge deck, diamond coring through the deck is required to set up drilling. The deck will be patched with quick-set concrete after drilling.

The boring locations depend upon the permitted access and any boring data from previous studies. We anticipate using a truck-mounted mud-rotary drill rig for our work. Traffic control (lane closure) is assumed at this time. For the field exploration, we estimate nine (9) rig days with seven (7) days of traffic control. Depending on the final alignment and the roadway profile, bulk samples can be collected from the borings for R-value testing from the open field area.

Our field engineer will mark the boring locations and contact Underground Service Alert (USA) for utility clearances. We assume that the Counties will waive encroachment permit fees. The explorations will comply with the County Permit requirements. We expect the 150-foot deep boring will require permits from the Department of Fish and Wildlife and Central Valley Flood Protection Board. The permitting process could take several months based on our experience. We assume that the environmental consultant will collaborate with the agencies to facilitate the permitting process.

Our engineer will classify and continuously log subsurface soil conditions encountered in each test boring during drilling. "Relatively undisturbed" and bulk samples of substrata will be collected. The borings will be drilled and capped in accordance with the permit requirements. The driller will store the drilling spoils in 55-gallon drums and transport the drums off-site.

#### 1.4.3 Laboratory Testing

Laboratory tests will be performed on representative soil/rock samples such as moisture density, unconfined compression, gradation analyses, R-value tests, corrosion tests and Plasticity Index test, as necessary.

#### 1.4.4 Engineering Analysis/Evaluation

CONSULTANT will develop geotechnical design recommendations for the foundation system of the proposed bridge based on the boring data and laboratory test results.

The seismic design criteria, i.e., acceleration response spectrum (ARS) curve, will be developed by Caltrans ARS On-line website based on the average shear wave velocity ( $V_{s30}$ ) value correlated from the boring data (no direct measurement). Parikh will discuss seismic considerations, evaluate the liquefaction potential, and provide information related to Caltrans Seismic Design Criteria (SDC, v 1.7).

It is planned to use CIDH concrete piles for foundation support and to place additional fill at the approaches. Based on the proposed improvement, we expect the following engineering analyses: axial/lateral pile capacities, pile group settlement, slope stability and settlement for the new fill at the abutments, lateral earth pressures, and soil corrosivity. Pavement design will be based on R-value test results and the Traffic Index (TI) provided by the client.

#### 1.4.5 Preliminary Foundation Report

Updated site-specific geotechnical information may not be available at this early stage of the project.

CONSULTANT will prepare a preliminary foundation report (PFR) summarizing all geotechnical information available at the time of the report. They will review readily available geologic and soil literature in the vicinity of the site, including the existing reports and as-built log of test borings. The report format will follow Caltrans "Foundation Reports for Bridges" dated February 2017.

### Task 1.5 Alignment Study

CONSULTANT will prepare an alignment study outlining up to two (2) alignment alternatives to determine the appropriate location for the replacement structure. Factors discussed in the study will include:

- Geometric design criteria
- Roadway costs and constructability
- Right-of-way and environmental impacts
- Driveway access
- Intersection impacts
- Utility impacts
- Floodplain impacts (hydraulics)

As part of the Study, CONSULTANT will prepare Alignment Alternative Drawings showing lane widths, shoulder widths, roadway alignment and profile, typical sections, proposed guardrail, crash cushions, realigned access roads, bridge and slope protection location, and limits, proposed utility relocations, required right-of-way (including permanent and temporary construction easements), and Area of Potential Effect (APE).

Concurrence from Caltrans District 6, Local Assistance will be required to document approval of the roadway cross-section and approach limits for approved HBP funding.

### **Task 1. 6      Utility Coordination (BY COUNTY)**

CONSULTANT will provide assistance to COUNTY with contacting utility purveyors and collecting existing and planned utility information. Between the collected utility information and the as-builts collected, COUNTY will reconcile and input onto compiled base mapping. Proposed improvements will be compared against the utility base mapping to determine what utilities are being impacted. Meetings with utility purveyors can be attended as necessary.

### **Task 1. 7      Preliminary Report/Type Selection Memorandum**

Under this task, a Preliminary Report/Type Selection Memorandum will be developed to document and summarize the project constraints, including project design criteria, stakeholder criteria, and constructability issues. Based on the identified project constraints, CONSULTANT will evaluate potential project replacement alternatives and develop a preferred replacement alternative for consideration in the project environmental documents and final design. Up to three (3) bridge alternatives will be discussed in the Preliminary Report/Type Selection Memorandum and two (2) alignment alternatives. The bridge profiles and span arrangements will be determined in conjunction with the hydraulic studies to conform to the project site.

This task includes the following items:

#### **1.7.1      Draft Preliminary Report/Type Selection Memorandum**

CONSULTANT will prepare a technical Preliminary Report/Type Selection Memorandum that includes:

- Summary of the proposed alignments and bridge alternatives, design criteria, project constraints, constructability considerations, stakeholder impacts, environmental impacts, design exceptions (if required), right-of-way impacts, impacts to the travelling public, traffic handling requirements.
- Preliminary Quantities and Estimated Construction Cost
- Recommended Bridge Type for Final Design
- List of design decisions needed by the COUNTY
- List of issues that will be resolved during final design
- General Layouts
- Alignment Study
- Draft Hydraulics and Scour Report
- Preliminary Foundation Report

CONSULTANT will submit a Draft version of the Type Selection Memorandum to the COUNTY for review not less than three weeks in advance of the Type Selection Meeting.

##### **1.7.1.1      Structure General Plan Alternatives**

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

### 1.7.2 Type Selection Meeting

CONSULTANT will prepare for and attend the project Type Selection Meeting at the COUNTY'S offices. The Type Selection Meeting will be used to discuss the overall project, the preferred alternatives and critical project decisions that will be required for final design. Attendees at the Type Selection Meeting will be the COUNTY's project manager and staff, members of the Project Delivery Team, and Caltrans Local Assistance. CONSULTANT will provide meeting minutes of the meeting to the COUNTY.

### 1.7.3 Final Preliminary Report/Type Selection Memorandum

Following the Type Selection Meeting, any changes to the Preliminary Report/Type Selection Memorandum will be incorporated into a final version of the document. The meeting minutes from the Type Selection Meeting will be included in the Final Type Selection Memorandum.

#### **Deliverables:**

- Up to six (6) copies of the Draft and Final Project Type Selection Report including:
- Type Selection Memorandum
- General Plan
- Geometric Approval Drawings
- Engineers Estimate of Probable Cost
- Alignment Study
- Draft Hydraulics and Scour Report
- Preliminary Foundation Report

### Task 1.8 30% PS&E

Upon COUNTY approval of the Final Preliminary Report/Type Selection Memorandum, CONSULTANT will prepare standalone 30% PS&E showing lane widths, shoulder widths, roadway alignment and profile, typical sections, proposed guardrail, crash cushions, realigned access roads, bridge and slope protection location, and limits, proposed utility relocations, required right-of-way (including permanent and temporary construction easements), and Area of Potential Effect (APE).

Concurrence from Caltrans District 6, Local Assistance will be required to document approval of the roadway cross-section and approach limits for approved HBP funding.

The following sheets will be prepared for the 30% plan set using AutoCAD Civil 3D 2017:

<b><u>North Fork Road over San Joaquin River Bridge Replacement</u></b>	<b><u>Estimated No. of Sheets</u></b>
Typical Sections	1 Sheet
Plan/Profile (Roadway)	2 Sheets
General Plan	2 Sheets
<b><u>Total Sheet Count</u></b>	<b><u>5 Sheets</u></b>

CONSULTANT will also prepare an itemized preliminary estimate of the construction costs. Unit construction costs will be determined by reviewing similar recent project bid summaries, the current Caltrans Contract Cost Data book, California Highway Construction Cost Index information, and the Caltrans Engineering Service Center site.

#### **Deliverables:**

- Up to six (6) copies of the Draft and Final Alignment Study
- 30% Preliminary Plans
- 30% Preliminary Cost Estimate



- CAD Files in AutoCAD Civil 3D (2017)

## **PHASE 2      60% PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)**

### **Task 2. 1      Environmental Clearance (BY COUNTY)**

The COUNTY will be responsible for conducting all environmental technical studies and preparing the appropriate environmental documentation in accordance with the California Environmental Quality Act (CEQA) and the National Environmental Protection Act (NEPA). CONSULTANT will coordinate and generally assist the COUNTY to support the environmental clearance by providing the following tasks:

#### **2.1.1      Probable Project Impact Exhibit**

Based on the preferred alternative identified and the APE boundary, CONSULTANT will provide the COUNTY with a probable project impact exhibit showing the anticipated extents of the temporary and permanent project impacts to be used by the COUNTY in preparing the project permits. The exhibit will be provided in 2017 AutoCAD Civil 3D format.

#### **2.1.2      Support for Environmental Clearance**

CONSULTANT will coordinate with the COUNTY and provide support for the project environmental phase by answering questions regarding the proposed project alternatives, providing project-specific technical information, providing potential construction techniques that may be employed by the contractor, providing potential construction schedules, and generally assisting the COUNTY as required to support the environmental clearance phase of work.

### **Task 2. 2      Assistance with Permit Applications**

CONSULTANT will assist the County in preparing draft permit applications by performing impact calculations for the County to submit to permitting and regulatory agencies..

### **Task 2. 3      Right-of-Way Engineering, Appraisal, and Acquisition (BY COUNTY)**

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

### **Task 2. 4      Draft Foundation Report**

CONSULTANT will prepare the draft report to present the design recommendations for the bridge foundation. CONSULTANT will provide boring logs using the standard Caltrans Log of Test Borings (LOTB) sheets and use the general plan as a base map.

#### **Deliverables:**

- Draft Foundation Report
- Log of Test Borings (LOTB)



**Task 2. 5          60% Plans, Specifications, and Estimate**

This task includes project development through the design of the replacement structure and approach roadway including the preparation of 60% PS&E. CONSULTANT to prepare plans, specifications and cost estimates (PS&E) of the proposed construction based upon the bridge type selection approved by the COUNTY. The plans shall identify any right of way acquisition, temporary construction easements, utility relocations and other accommodations required for the project. CONSULTANT will also design the realignment of access roads necessitated by the bridge work and prepare estimates and specifications associated with the access road realignment.

Preparation of plans will be completed with AutoCAD Civil 3D 2017. Drawing elements in the digital CAD data shall be true scale. Coordinate systems of the digital data for consultant-prepared plans and drawings shall be based on the original coordinates/bearings used in the survey data provided by COUNTY. Any text documents submitted electronically for inclusion into the Project shall be capable of being opened by Microsoft Word 2010 word-processing software. These requirements apply to both final electronic and hard copies of plans and other design information. CONSULTANT will prepare and submit digital copies and hard copies of PS&E for COUNTY review no later than 20 working days prior to the scheduled Constructability Review Meetings. CONSULTANT shall prepare all plans on 22" by 34" sheets, or other size approved by COUNTY, and engineer's estimates and specifications on 8 ½" x 11" pages. CONSULTANT will sign all reports, plans, specifications, and estimates and engineering data furnished to COUNTY and where appropriate indicate his/her professional engineer's registration number. CONSULTANT will provide COUNTY plans and data required to be submitted to appropriate irrigation district or applicable agency for review and approval.

**2.5.1          60% PS&E**

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

<b><u>North Fork Road over San Joaquin River Bridge Replacement</u></b>	<b><u>Estimated No. of Sheets</u></b>
Title Sheet with Location Map	1 Sheet
Typical Sections	1 Sheet
Project Control	1 Sheet
Plan and Profile (Roadway)	2 Sheets
Final Contours	1 Sheet
Road Construction Details	2 Sheets
Utility Relocation Plan	2 Sheets
Slope Protection Plan	1 Sheet
Signing and Striping Plan	1 Sheet
Staged Construction Plans	2 Sheets
Utility Details	1 Sheet
Drainage Details	1 Sheet
General Plan	2 Sheets
Deck Contours	1 Sheet
Foundation Plan	1 Sheet
Abutment Layout	1 Sheet
Abutment Details	1 Sheet
Bearing Assembly Details	1 Sheet
Pier Layout	1 Sheet

Pier Details	1 Sheet
Typical Section	1 Sheet
Girder Layout	2 Sheets
Additional Reinforcement	2 Sheets
Bridge Utility Details	1 Sheet
Bridge Drainage Details	1 Sheet
Joint Seal Details	1 Sheet
Approach Slab Details	2 Sheets
Log of Test Borings	3 Sheets
<b>Total Sheet Count</b>	<b>38 Sheets</b>

#### 2.5.1.1 Bridge Design

CONSULTANT will prepare structural calculations and bridge plans for the replacement bridge type and configuration agreed upon during the Preliminary Design task. This submittal will represent complete, unchecked set of bridge construction documents to be submitted to the COUNTY. The bridge design will be performed in general accordance with the following:

- California Department of Transportation (Caltrans) Local Assistance Procedures Manual (LAPM) Chapter 11: Design Standards
- Caltrans LAPM Chapter 12: Plans, Specifications, and Estimates
- Caltrans 2015 Standard Plans & Specifications
- Caltrans Bridge Design & Detailing Manuals
- AASHTO LRFD Bridge Design Specifications with Interims and Caltrans Addenda
- Caltrans Seismic Design Criteria, Version 1.7

#### 2.5.1.2 Approach Roadway Design

CONSULTANT will prepare the approach roadway design in general conformance with COUNTY Standards, AASHTO "A Policy on Geometric Design of Highways and Streets," the 2015 Caltrans Highway Design Manual, 2015 Caltrans Standard Specifications and Standard Plans. Final grading will be developed as well as new/existing roadway conformance details, as required.

#### 2.5.1.3 Engineer's Estimate of Probable Construction Cost

CONSULTANT will provide cost estimates at the 60% PS&E design submittal. CONSULTANT will prepare detailed quantities in accordance with Caltrans standard specifications and payment items. The engineer's estimate of probable construction cost ("Marginal Estimate") for the project will be prepared using the most recent and relevant Caltrans Cost Data, CONSULTANTS cost data, as well as the COUNTY's cost data.

#### 2.5.1.4 Contract Specifications/Special Provisions

CONSULTANT will prepare specifications in accordance with 2015 Caltrans standard special provisions and relevant County standards to the extent that such standards apply to the work in question. CONSULTANT will modify such standards and provide additional specifications as necessary to completely specify work to be performed for the bridge replacement. In addition to the technical specifications, CONSULTANT will prepare special or supplemental conditions for the construction contract. CONSULTANT will review, comment and/or make recommendations to COUNTY on the form and content of the Front-End Specifications and bid documents as they apply to the project.

**Deliverables:**

- Up to six (6) full-size sets of 60% plans (22 x 34)
- Up to six (6) half-size set of 60% plans (11 x 17)
- Up to six (6) sets of annotated Technical Special Provisions
- Up to six (6) copies of Cost Estimate
- One (1) set of all draft (unchecked) Design Calculations
- 1 CD with electronic copy in PDF format of all 60% submittal items
- Copy of Special Provisions in Word format
- Copy of Cost Estimate in Excel format
- Draft Permit Applications

### **PHASE 3**      **FINAL PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)**

#### **Task 3. 1**      **Permitting Support**

CONSULTANT will provide assistance to COUNTY during the permitting process by answering questions regarding the proposed project and providing project-specific technical information to clarify the project scope identified in the environmental phase. It is assumed that COUNTY will pay for all fees required for the permits.

#### **Task 3. 2**      **90% PS&E**

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

##### **3.2.1**      **Bridge Independent Check**

The 60% PS&E will be sufficiently completed by CONSULTANT so that an independent bridge design check can be completed. An independent engineer who was not involved in the design will review the plans, calculations, and special provisions for the bridge. The checker will provide a list of comments and a set of “red-marked” plans that communicate issues uncovered during the preparation of the independent check. Issues raised by the checker will be discussed with and resolved by the designer and checker. The final design will reflect agreement between the two engineers.

##### **3.2.2**      **Response to Comments**

CONSULTANT will provide written responses to Independent Check comments and COUNTY comments to 60% PS&E.

##### **3.2.3**      **Update Bridge and Roadway PS&E**

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

<b><u>North Fork Road over San Joaquin River Bridge Replacement</u></b>	<b><u>Estimated No. of Sheets</u></b>
Title Sheet with Location Map	1 Sheet
Typical Sections	1 Sheet
Project Control	1 Sheet



Plan and Profile (Roadway)	2 Sheets
Final Contours	1 Sheet
Road Construction Details	2 Sheets
Utility Relocation Plan	2 Sheets
Slope Protection Plan	1 Sheet
Signing and Striping Plan	1 Sheet
Staged Construction Plans	2 Sheets
Utility Details	1 Sheet
Drainage Details	1 Sheet
General Plan	2 Sheets
Deck Contours	1 Sheet
Foundation Plan	1 Sheet
Abutment Layout	1 Sheet
Abutment Details	1 Sheet
Bearing Assembly Details	1 Sheet
Pier Layout	1 Sheet
Pier Details	1 Sheet
Typical Section	1 Sheet
Girder Layout	2 Sheets
Additional Reinforcement	2 Sheets
Bridge Utility Details	1 Sheet
Bridge Drainage Details	1 Sheet
Joint Seal Details	1 Sheet
Approach Slab Details	2 Sheets
Log of Test Borings	3 Sheets
<b>Total Sheet Count</b>	<b>38 Sheets</b>

**Deliverables:**

- Up to six (6) full-size sets of 90% Plans (22 x 34)
- 1 CD with electronic copy of plans in AutoCAD Civil 3D 2017 format
- Up to six (6) half-size set of 90% Plans (11 x 17)
- Up to six (6) sets of annotated Technical Special Provisions
- Up to six (6) copies of Cost Estimate
- One (1) set of Bridge Design Calculations
- One (1) set of checked Bridge Design Calculations
- 1 CD with electronic copy in PDF format of all 90% submittal items
- Copy of Special Provisions in Word format
- Copy of Cost Estimate in Excel format
- Up to two (2) copies of the Drainage Report

**Task 3. 3 Final Hydraulics and Scour Report**

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

**Deliverables:**

- Up to six (6) copies of the Final Hydraulics and Scour Report

**Task 3. 4      Final Foundation Report**

CONSULTANT will prepare the final report to present the design recommendations for the bridge foundation. The report will be finalized based on the review comments from the agencies and any updates after the draft report preparation. CONSULTANT will provide boring logs using the standard Caltrans Log of Test Borings (LOTB) sheets and use the general plan as a base map.

CONSULTANT will prepare a final Foundation Report based on any design updates between 60% and 90% and the comments made by the Counties and other agencies on the draft Foundation Report.

**Deliverables:**

- Final Foundation Report
- Log of Test Borings (LOTB)

**Task 3. 5      100% PS&E:**

Following reviews by the COUNTY and Caltrans, any agreed-upon revisions shall be made to the 90% PS&E and submitted to the COUNTY for the Director's final review.

**Deliverables:**

- One (1) signed full-size (22 x 34) set of Final Plans
- One (1) set of signed Final Specifications
- One (1) CD with electronic copy in PDF format of all 100% submittal items
- Copy of Final Specifications in Word format
- Copy of Cost Estimate in Excel format

**Task 3. 6      Final PS&E:**

Following reviews by the Director, any agreed-upon revisions shall be made to the 100% PS&E. After receipt of final approval, an original set of stamped and signed plans, two copies of the bidding documents and an engineer's estimate will be submitted to the COUNTY for its use in soliciting construction bids. The CONSULTANT shall provide the quantity calculations to the COUNTY for use in administering the contract.

**Deliverables:**

- One (1) signed full-size (22 x 34) set of Final Plans on mylar
- One (1) set of signed Final Specifications
- One (1) CD with electronic copy of plans in AutoCAD Civil 3D 2017 format
- One (1) CD with electronic copy in PDF format of all Final submittal items
- Copy of Final Specifications in Word format
- Copy of Cost Estimate in Excel format

**PHASE 4      ASSISTANCE DURING BIDDING AND CONSTRUCTION SUPPORT****Task 4. 1      Assistance During Bidding**

The COUNTY will advertise the project for bidding and distribute the plans to prospective bidders. The COUNTY's project coordinator will be the designated person to receive contractor inquiries. The CONSULTANT will assist the COUNTY as requested during bidding. As part of this Task, CONSULTANT shall:

- Submit to the COUNTY for review and approval any addenda deemed necessary. Addenda, if any, shall be submitted no later than ten (10) working days prior to scheduled bid opening. An electronic copy of addenda items shall be furnished to COUNTY. No addendum will be issued in the 72-hour period prior to bid opening.
- Prepare addendum drawings and other documents as required to clarify scope of work to be bid upon, at no additional cost to the COUNTY unless such addendum is as a result of change of scope of work initiated by the COUNTY. Addenda shall be prepared in a format that would only require addition of a cover letter. Addenda shall be stamped by the seal with Consultant and subconsultant's license numbers and/or signed in accordance with the California Business and Professions Code.
- Provide timely assistance with responding to inquiries from potential bidders during the advertising process.
- Assist COUNTY in evaluating the bids received to identify and explain significant differences, if any, between CONSULTANT's engineer's estimate and the low bid.

## **Task 4. 2      Construction Support**

The CONSULTANT will be available to assist the COUNTY during construction and provide engineering support services. Engineering support services during construction include the following:

### **4.2.1      Attend Pre-Construction Conference**

CONSULTANT will attend the project pre-construction meeting and prepare a check list of pertinent items of work and construction questions critical to the proper construction of the project to be discussed at the pre-construction meeting.

### **4.2.2      Assistance with Contractor Submittals**

CONSULTANT will assist the COUNTY during construction by checking contractor shop drawings, reviewing materials submittals, clarifying drawings, and generally assisting the COUNTY to ensure that the project is constructed in accordance with the plans and specifications. Shop drawing submittal reviews will be completed within two weeks of receipt by CONSULTANT unless a longer time period has been specified in the Specifications.

### **4.2.3      Technical Support for Contractor RFI's and Change Orders**

CONSULTANT will provide advice and technical support to the COUNTY for contractor Requests for Information (RFI's) and Construction Change Orders (CO's).

### **4.2.4      Attend Field Visits**

CONSULTANT will attend up to seven (7) field visits during construction. Field visits are anticipated for the following operations:

- Pile Concrete Pour (1 Visit)
- Reinforcement Placement Prior to Closing Stem Forms for Box Girder (1 Visit)
- Stem and Soffit Pour (1 Visit)
- Bid-Well Dry Run (1 Visit)
- Deck Concrete Placement (1 Visit)
- Deck Crack Intensity Survey (1 Visit)

- Punchlist Inspection (1 Visit)

#### 4.2.5 As-Builts

CONSULTANT will review and sign as-builts after completion of construction.

### **WORK PERFORMED BY THE COUNTY**

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

- Provide a COUNTY representative
- Attend and participate in meetings with the CONSULTANT and other agencies as required.
- Loan or provide copies of as-built plans, bridge reports and other reports or documents to CONSULTANT, as may be available or deemed necessary.
- Act as the coordinator between any utilities and/or agencies and the CONSULTANT.
- Review questions submitted to the COUNTY by the CONSULTANT and render decisions pertaining thereto in a timely manner.
- Provide a topographic survey of the project site in AutoCAD Civil 3D, version 2013 or later.
- Provide the COUNTY's standard title sheet, legend, and title block for plans in AutoCAD Civil 3D, version 2013 or later.
- Provide examples of acceptable drafting format and reproducible standards.
- Provide letters to utility companies identified by CONSULTANT to be in conflict and coordinate between various utilities and CONSULTANT.
- Hire environmental consultant(s) to prepare any required technical studies.
- Prepare and submit the appropriate environmental documentation in accordance with the California Environmental Quality Act (CEQA) and the National Environmental Protection Act (NEPA).
- Prepare all legal descriptions and drawings required for right-of-way acquisition and/or temporary construction easements.
- Provide property appraisal and acquisition services for right-of-way and temporary construction easements required for the Project.
- Submit applications to obtain all required permits from all affected agencies.
- Pay all fees for required agency reviews and permits.
- Provide COUNTY Standard Special Provisions to be edited as appropriate by the CONSULTANT.
- Combine the CONSULTANT's project technical special provisions with the COUNTY's "Boilerplate" special provisions Sections 1 through 9 to create a complete set of special provisions to include in the COUNTY-prepared book titled "Specifications" which includes the notice to bidders, agreement, proposal, etc.
- Advertise the project, hold the bid opening, process the bids received, and award the construction contract.

- Arrange and pay for the reproduction costs incurred by the printing of the final contract documents and any addenda thereto.
- Distribute any required addenda to bidders.
- Provide all bidders' RFCs to the CONSULTANT in a timely manner and publish responses thereto.
- Provide construction contract administration and oversight. Services shall include, but may not be limited to:
  - Conduction the pre-construction conference
  - Issuing the Notice to Proceed to the contractor
  - Authorizing and making progress payments
  - Authorizing and issuing contract change orders
  - Authorizing supplemental fund payments
  - Accepting the Project and issuing the Notice of Completion
- Perform primary construction oversight, inspection, and testing.
- Provide all contractor submittals and grant final approval thereto.
- Provide all contractor RFIs and publish responses thereto.
- Prepare as-built plans
- Provide translation services if necessary to facilitate meetings with members of the public.
- Review and return comments on reports within ten (10) business days of receipt from CONSULTANT.
- Review and return comments on PS&E within twenty (20) business days of receipt from CONSULTANT.



**ASSUMPTIONS**

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

1. Roadway approaches will consist of two 12-foot travel lanes and 8-foot shoulders. No multipurpose trail, or other pedestrian or bicycle facilities will be included in the project. Basic services scope assumes the bridge will be replaced with an approximately 43 ft. wide bridge with a shoulder width of 8-feet.
2. Assumes major modifications will not be required to the existing traffic signals at the intersection of Friant Road and North Fork Road. Minor modifications such as relocation of loop detectors and pull boxes will be required and are included in this scope of work.
3. Street lighting will not be provided. If street lighting is required, additional budget will be necessary.
4. As environmental mitigation measures have not yet been determined, design of mitigations (i.e. planting plans, bat boxes, etc.) is not included in this scope. When mitigations can be incorporated by simple addition of notes provided by the COUNTY or by inclusion of COUNTY provided specification language, such mitigations will be included in the design.
5. Utility design and or relocation will be performed by the utility companies. It is currently assumed that utility conduits will not be mounted to the proposed replacement bridge.
6. Degradation estimates will be straight-line extrapolation using best available data if no numeric sediment transport models are available. Past, existing and potential future gravel operations will be investigated with the Fresno County Planning Department.
7. No Conditional Letter of Map Revision or Letter of Map Revision (CLOMR/LOMR) is assumed to be required and no insurable structures will be impacted by the bridge replacements.
8. Fresno County encroachment permit will be provided at no cost.
9. CONSULTANT has assumed the COUNTY will provide the following items to assist in completion of the Foundation Reports: near site bench mark elevations; any necessary permits; and right of entry to drilling locations.
10. Traffic control (lane closure) will be required for geotechnical exploration and is estimated to be nine (9) rig days with eight (8) days of traffic control.
11. The County will arrange unlimited access to the project area for purposes of field investigations and any on-site meetings with agency staff.
12. It is assumed that the COUNTY will coordinate with any necessary utilities to determine utility easements. COUNTY shall provide CONSULTANT with AutoCAD files of the final right-of-way and easement exhibits for incorporation into the project base files.
13. During construction of the project, the COUNTY will provide primary contract administration and oversight. Should the COUNTY require services from the CONSULTANT on the contract administration and oversight aspect during the construction phase, such additional services will be requested at the time of award of the project for additional cost not included in this proposal.

## **SCOPE OF WORK – OPTIONAL SERVICES**

May 31, 2018

### **OPTIONAL TASK 1 - EXTEND SAN JOAQUIN PARKWAY TRAIL OVER BRIDGE**

Under this task, the bridge design will be modified to extend the 12 ft. wide San Joaquin River Parkway Trail over the new bridge and incorporate aesthetic enhancements into the bridge architecture to match the planned River Vista public access. This task includes the addition of an architectural details sheet and details to conform to existing trail locations off of the bridge. The proposed bridge under this task will be a maximum of 55 ft. wide supported on 2 column piers. If additional width is required beyond 55 ft., a budget modification in addition to this optional task will be necessary.

### **OPTIONAL TASK 2 - HYDROLOGY**

Previous hydrologic studies for San Joaquin River and Friant Dam will be reviewed, including the 1998 Corps of Engineers study, the 2002 Corps of Engineers and Reclamation Board comprehensive study, and the 2005 MBK Engineers analysis. Based on the previous studies, we will make recommendations regarding the 50-, 100-, and 200-year peak discharges, and will develop hydrographs for each of these recurrence intervals.

### **OPTIONAL TASK 3 - CVFPB VARIANCE**

If a variance from the CVFPB design criteria is required, meet and coordinate with the CVFPB Staff to develop exhibits and staff reports for the CVFPB hearing for the variance.

### **OPTIONAL TASK 4 – ADDITIONAL MEETING ATTENDANCE**

If additional meetings beyond the total number of meetings included in the Basic Services scope are deemed necessary by the County, this optional task accommodates for additional project meetings on a per meeting basis. Meetings under this task will be called at the County's discretion. Consultant will prepare meeting minutes for distribution to meeting attendees when requested by the County.

### **OPTIONAL TASK 5 – INCORPORATION OF BAT HABITAT**

Under this task, CONSULTANT will prepare an additional two detail sheets for the incorporation of day and night roost habitat into the project plans. Details will be developed based upon the COUNTY provided mitigation plan. This task assumes the COUNTY will perform all required technical studies and perform all coordination with the Department of Fish & Wildlife to prepare the mitigation plan.

### **OPTIONAL TASK 6 – CERTIFIED ACCESS SPECIALIST CERTIFICATION**

Under this task, CONSULTANT will obtain a Certified Access Specialist (CASP) to perform plan review to identify potential accessibility issues in the drawings and prepare a post-construction letter certifying the project meets accessibility standards applicable to the project.



## **Task 6.1 CASp Review of 30% PS&E**

Under this task, CONSULTANT's CASp will perform a plan review of the draft 30% PS&E, provide markups identifying areas that pose potential accessibility issues, and provide recommended corrective actions. CONSULTANT will make adjustments to the 30% PS&E when feasible and identify areas where adjustments to the plans to resolve potential access issues are infeasible. Findings will be documented in the project Type Selection Report for review and approval by the County.

## **Task 6.2 CASp Post Construction Certification Letter**

Under this task, CONSULTANT's CASp will perform a post-construction site review to confirm that the as-constructed project meets accessibility standards applicable to the project. Findings of the site review will be documented in a letter signed by the CONSULTANT's CASp.

## **OPTIONAL TASK 7 – FEMA CLOMR/LOMR PREPARATION**

Under this task, CONSULTANT will prepare CLOMR/LOMR Documentation for FEMA approval. The purpose of this study is to perform hydraulic modeling and prepare FEMA Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR) submittals for the North Fork Road Bridge replacement project over the San Joaquin River below Friant Dam.

## **Task 7.1 Conditional Letter of Map Revision (CLOMR)**

### **Task 7.1.1 Data Collection and Review**

CONSULTANT will request the effective FEMA study backup data, including hydraulic model files and floodplain workmaps, from the FEMA Engineering Library. In addition to the FEMA backup data, CONSULTANT will obtain and review the effective FEMA Flood Insurance Study (FIS), hydrology studies, aerial photography, best available topographic data, and other relevant data. A field reconnaissance visit will be performed to examine river and overbank conditions and evaluate hydraulic model parameters, bridges, and other structures.

The effective FEMA mapping for the San Joaquin River within the study reach is atypical because it appears that a different hydraulic model was used on each side of the Fresno-Madera county line. As shown in Figure 2, the mapped Base (100-year) Flood Elevations are not consistent across the county line and the lettered model cross sections are placed at different locations on each side of the county line. These mapping/modeling irregularities may require additional effort compared to a typical CLOMR in terms of the hydraulic model development (Task 2), floodplain mapping (Task 3), and other components of the CLOMR submittal (Task 4), including the floodway analysis.

### **Assumptions:**

- This scope/fee assumes that the effective hydraulic model used for the FIS is available from FEMA in digital form. If the digital model is not available, a change to the scope of work may be required.
- Although topographic surveying is not included in this scope of work, the updated topographic survey data developed for this project by others will be incorporated into the Task 2 hydraulic modeling.

### **Schedule Note:**

- The FEMA Engineering Library typically takes 4 to 6 weeks to provide the Flood Insurance Study backup data.

### Task 7.1.2 Hydraulic Modeling

Up to four hydraulic models will be used for San Joaquin River per FEMA regulations for a Conditional Letter of Map Revision (CLOMR) submittal:

1. Duplicate Effective Model – Copy of FEMA’s Effective Model, rerun on CLOMR requestor’s computer
2. Corrected Effective Model – To incorporate improved topographic data and any necessary model corrections
3. Existing (Pre-Project) Conditions Model – Incorporates any physical changes in the channel or floodplain that have occurred since the time of the effective model—changes that have not been reflected in a previous LOMR.
4. Proposed (Post-Project) Conditions Model – Incorporates the proposed bridge and any other project features.

The Corrected Effective and Existing Conditions models will likely be equivalent. Per FEMA regulations for a detailed study, the 10%, 2%, 1%, and 0.2% annual chance exceedance (10-, 50-, 100-, and 500-year recurrence interval) events will be run. For Proposed Conditions, the proposed bridge will be incorporated into the HEC-RAS model with one modeling iteration assumed. The hydraulic models will be reviewed and comments will be addressed and backchecked.

The modeling will also be checked that it is consistent with FEMA’s Guidelines and Specifications for Flood Hazard Mapping Partners and applicable National Flood Insurance Program (NFIP) regulations.

#### Deliverables:

- HEC-RAS model input/output and digital files

#### Assumptions:

- Proposed bridge plans will be provided by CSEG as well as proposed grading in LandXML format.
- The challenges related to having a different hydraulic model on each side of the Fresno-Madera county line should be resolved during the Corrected Effective model stage, where a single, combined model will be developed for both sides of county line. Moving forward with two separate county models for the CLOMR is not recommended and is beyond this scope of work.

### Task 7.1.3 Floodplain Mapping

The 1% and 0.2% annual chance exceedance (100- and 500-year) floodplain limits will be delineated and a floodplain workmap will be developed. The floodplain workmap, which will be certified by a registered professional engineer per FEMA regulations, will also include topographic contours, stream centerline, and effective FEMA floodplain limits. Annotated DFIRM panels showing the revised floodplains and Base Flood Elevations (BFEs) will also be prepared.

#### Deliverables:

- Floodplain workmaps and GIS floodplain layers
- Annotated FIRM panels

### Task 7.1.4 Floodplain Mapping

CONSULTANT will prepare a CLOMR application package, which will include copies of the hydraulic model input and output, completed FEMA application forms, CLOMR report, floodplain workmap(s), CHECK-RAS comments and responses (if applicable), and annotated DFIRM panel(s) showing the revised floodplains. Floodway analyses will be performed for the Corrected Effective, Existing Conditions, and Proposed Conditions models.

## Deliverables:

- CLOMR application package

## Assumptions:

- The CLOMR application will be submitted and processed through the FEMA Online LOMC website. No hard copies of the CLOMR application will be created.

## Important Notes:

- FEMA requires that documentation of compliance with the Endangered Species Act (ESA) be submitted with the CLOMR application. ESA documentation will be provided by CSEG or the County.
- The FEMA review fee for a CLOMR is subject to change; the current fee for an online submittal is included in the cost estimate.

## **Task 7.1.5 Project Coordination/Meetings and CLOMR Application Follow-up**

CONSULTANT will participate in up to three conference calls and coordinate with Fresno County and Madera County regarding the CLOMR application, including addressing written comments on the submittal. FEMA's Online LOMC website will be used to electronically submit the CLOMR application to FEMA after it has been approved by both counties. CONSULTANT will respond to FEMA comments on the CLOMR application.

Public notice and/or individual property owner notification may be required by FEMA. A template will be prepared for the public notice and/or notification letter to be sent out by the community. A list of affected parcels will also be prepared.

## Deliverables:

- List of affected parcels and a template for the public notice and/or notification

## Assumed CLOMR Schedule:

The anticipated CLOMR schedule is listed below. Note that review times are rough estimates that may change based on the workload of the local agency and FEMA reviewer.

- Data collection and review; hydrology review – 2 months (primarily the time required for FEMA Engineering Library data request)
- Hydraulic modeling and CLOMR application preparation – 3 to 4 months (timing may be longer due to design timing)
- County CLOMR review – 1 to 2 months
- FEMA CLOMR review – 4 to 6 months on average; note that this can vary significantly

## Task 7.2 Letter of Map Revision (LOMR)

### Task 7.2.1 Letter of Map Revision (LOMR) Submittal

CONSULTANT will prepare a LOMR application package, which will include copies of the hydraulic model input and output, completed FEMA application forms, LOMR report, floodplain workmap(s), and annotated DFIRM panel(s) showing the revised floodplains. The proposed conditions modeling and mapping will be revised, as needed, to reflect as-built conditions.

#### Deliverables:

- LOMR application package

#### Assumptions:

- As-built plans will be provided by CSEG or the County.
- The LOMR application will be submitted and processed through the FEMA Online LOMC website. No hard copies of the LOMR application will be created.
- The FEMA review fee for a LOMR is subject to change; the current fee for an online submittal is included in the cost estimate.

### Task 7.2.2 LOMR Application Follow-up

CONSULTANT will coordinate with Fresno County and Madera County regarding the LOMR, including addressing written comments on the submittal. FEMA's Online LOMC website will be used to electronically submit the LOMR application to FEMA after it has been approved by both counties. CONSULTANT will respond to FEMA comments on the LOMR application.

Public notice and/or individual property owner notification will be required by FEMA. A template will be prepared for the public notice and/or notification letter to be sent out by the community. A list of affected parcels will also be prepared.

#### Deliverables:

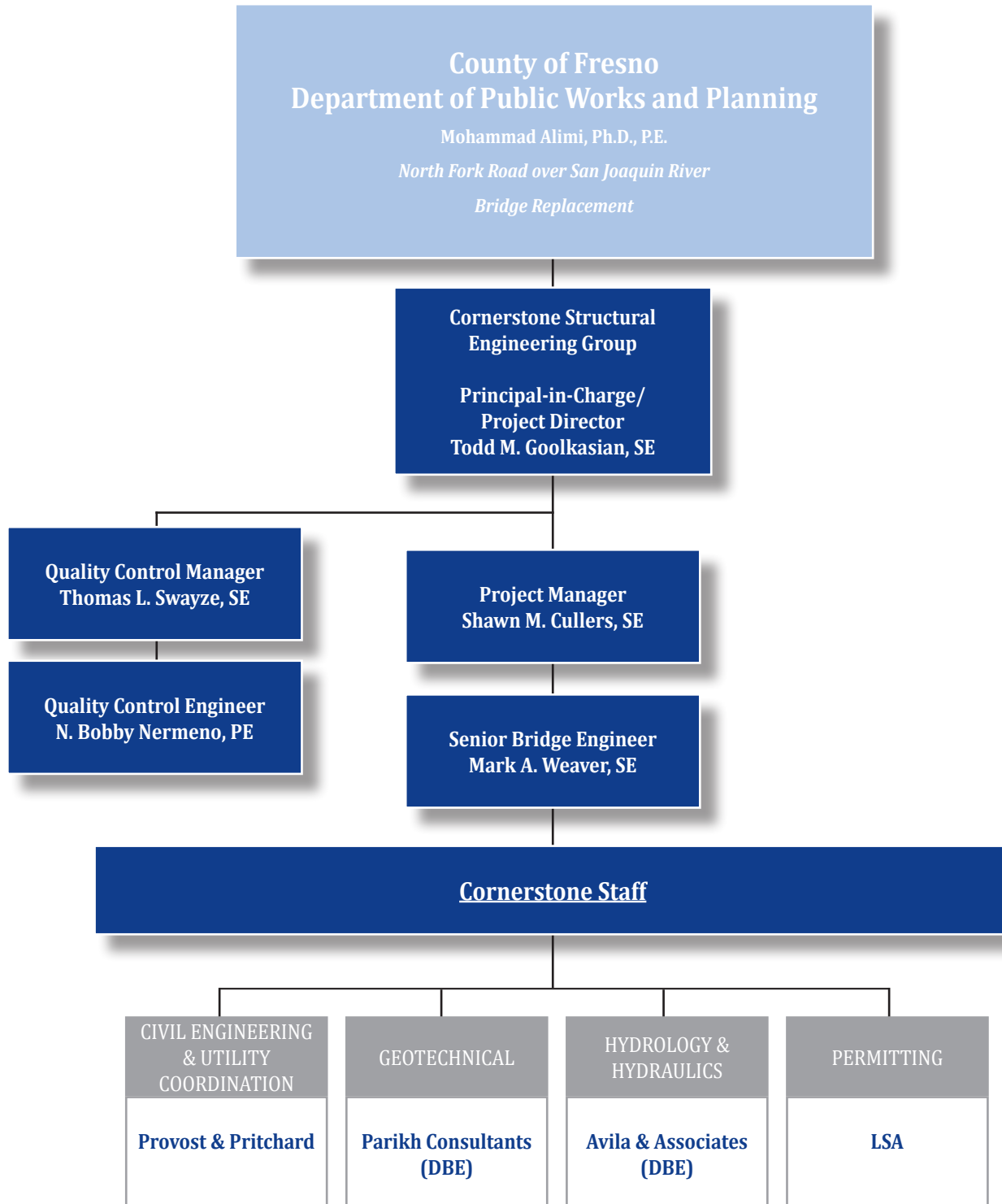
- List of affected parcels and a template for the public notice and/or notification letter

#### Assumed LOMR Schedule:

The anticipated LOMR schedule is listed below.

- LOMR application preparation – 1 to 2 months
- County LOMR review – 1 month
- FEMA LOMR review – 6 months on average; note that this can vary significantly

## Organizational Chart



# CORNERSTONE



*Certified Small Business #41279*

## Project Delivery Team

Cornerstone has assembled the following key personnel to serve Fresno County's North Fork Road over San Joaquin River Bridge Replacement Project.

### **Todd M. Goolkasian, SE**

*Principal-in-Charge/Project Director*

Mr. Goolkasian will be responsible for client and project oversight including scheduling, budgeting, staffing, design, structural calculations, final contract documents and other areas as needed.

### **Shawn M. Cullers, SE**

*Project Manager*

Mr. Cullers will be responsible for all client contact, project scheduling, implementation of overall design strategy and day-to-day management of project design and subconsultants. He will also be responsible for the oversight and review of the technical preparation of structural calculations, computer analysis, preliminary drawings, final contract documents, quantities, estimates, and special provisions.

### **Mark A. Weaver, SE**

*Senior Bridge Engineer*

Mr. Weaver will serve as Bridge Engineer, he will be primarily responsible for assisting the project manager with the implementation of the project strategy and supervision of technical staff. His responsibilities will include execution of the project plan; structural design and analysis; and production of contract documents.

### **Thomas Swayze, SE**

*Quality Control Manager*

Mr. Swayze will serve as Quality Control Manager responsible for complete independent check of all plans and details at the preliminary design phase and prior to the submittal of final plans, specifications, and estimates. He will also provide a verification check of computer modeling assumptions, validity of results, and structural calculations.

### **N. Bobby Zermeno, PE**

*Quality Control Engineer*

Mr. Zermeno will be responsible for assisting the quality control manager with the implementation of the engineering quality control plan by providing an independent check of all plans and details at the preliminary design phase and prior to the submittal of final plans, specifications, and estimates, as well as reviewing structural designs and analysis.

## **SUBCONSULTANTS**

### **Provost & Pritchard**

*General Civil and Utility Coordination*

Provost & Pritchard will be in charge of roadway design as well as utility coordination by collecting existing and planned utility information.

### **Parikh Consultants (DBE)**

*Geotechnical Engineering*

Parikh Consultants will provide a foundation study and field exploration of the bridge site. A preliminary foundation report will be prepared based on the soil sample results from a certified laboratory.

### **Avila & Associates (DBE)**

*Hydraulics & Hydrology*

Avila & Associates will be in charge of completing a hydraulic analysis as well as reviewing maintenance records for degradation to estimate local scour. An existing conditions HEC-RAS model will be set up.

### **LSA**

*Permitting*

LSA will be in charge of preparing draft permit application and researching which permits will need to be obtained.





October 16, 2018

Page 1

**SERVICES PROVIDED BY THE DEPARTMENT**

The County will provide the services and materials listed below in support of the Consultant's professional services. The County does not give warranty, expressed or implied, regarding the accuracy of studies and reports. The Consultant will be responsible for the evaluation of all information supplied by the County.

- A. Loan or provide copies of as-built plans, bridge reports and any other reports or documents to Consultant as may be available or deemed necessary.
- B. Examine documents submitted to County by Consultant and timely render decisions pertaining thereto.
- C. Provide topographic survey of the project site.
- D. With proactive and ongoing assistance from the Consultant as described previously, prepare the appropriate environmental documentation in accordance with the California Environmental Quality Act and the National Environmental Protection Act.
- E. Provide letters to utility companies identified by Consultant to be in conflict and coordinate between various utilities and Consultant.
- F. Prepare all legal descriptions and associated right-of-way contract exhibit drawings required for right-of-way acquisition and/or temporary construction easements.
- G. Prepare and submit CEQA and NEPA applications.
- H. Hire environmental consultant(s) to prepare any required technical studies.
- I. Provide property appraisal and acquisition services for right-of-way and easements required for the Project. It is anticipated that right-of-way acquisition may take up to 18 months after receipt of Caltrans approval to proceed therewith.
- J. Submit applications, assisted by the Consultant as described previously, to obtain all required permits from all affected agencies.
- K. Pay all fees for required agency reviews and permits.
- L. Arrange for and pay for the reproduction costs of printing the final bidding and construction documents.
- M. Combine Consultant's technical specifications with County's Special Provisions Sections 1 through 9, Notice to Bidders calling for bids, the Proposal and Agreement Sections, to create a complete set of documents for advertising.
- N. Advertise, process bids, and award construction contract.
- O. Distribute any required addenda.
- P. Provide construction contract administration services, which services shall include, but may not be limited to:
  - Conduct the pre-construction conference.
  - Issuing the Notice to Proceed to contractor.
  - Authorizing and making progress payments.
  - Authorizing and issuing contract change orders.
  - Authorizing supplemental fund payments.
  - Accepting the Project and issuing the Notice of Completion.
- Q. Provide a County representative.

- R. Attend and participate in meetings with the Consultant and other agencies as required.
- S. Provide construction inspection and testing.

## ATTACHMENT E

**\$ 1,144,483.00**

EXHIBIT B  
County of Fresno  
North Fork over San Joaquin River Bridge Replacement Project  
Cost Proposal  
October 16, 2018

FEE SUMMARY - BASIC SERVICES									
	Cornerstone Structural Engineering Group						TOTAL FEE	PERCENT OF TOTAL FEE	CUMULATIVE PERCENT
		Provost & Pritchard Civil	Parikh Geotechnical & Material Testing	Avila & Associates Hydraulics	RRM Architecture	Yamabe & Horn CASp			
DESIGN SERVICES	\$ 571,032	\$ 167,239	\$ 151,167	\$ 57,400	\$ -	\$ -	\$ 946,837		
MEETING ATTENDANCE	\$ 17,368	\$ 8,850	\$ -	\$ -	-	-	\$ 26,218	3%	3%
PROJECT MANAGEMENT	\$ 36,589	\$ 10,746	\$ -	\$ -	-	-	\$ 47,336	5%	5%
PHASE 1 - PRELIMINARY DESIGN	\$ 157,502	\$ 39,625	\$ 63,936	\$ 41,733	-	-	\$ 302,796	32%	35%
PHASE 2 - 60% PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)	\$ 186,563	\$ 61,343	\$ 10,343	\$ 12,697	-	-	\$ 270,947	29%	63%
PHASE 3 - FINAL PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)	\$ 109,353	\$ 36,234	\$ 6,541	\$ 2,715	-	-	\$ 154,844	16%	80%
PHASE 4 - ASSISTANCE DURING BIDDING AND CONSTRUCTION	\$ 58,850	\$ 9,646	\$ -	\$ -	-	-	\$ 68,496	7%	87%
REIMBURSABLES	\$ 4,806	\$ 794	\$ 70,346	\$ 254	-	-	\$ 76,200	N/A	N/A

TOTAL DESIGN FEE FOR BASIC SERVICES \$ 946,837  
% DBE 22%  
Total Fee as % of Construction 10%  
Cornerstone Fee as % of Construction 6%

ESTIMATED CONSTRUCTION COST

CONSTRUCT BRIDGE	\$ 5,687,500
BRIDGE REMOVAL	\$ 252,000
SLOPE PROTECTION	\$ 80,000
CHANNEL WORK	\$ 150,000
APPROACH ROADWAY	\$ 650,000
MOBILIZATION	\$ 681,950
SUBTOTAL CONSTRUCTION COST	\$ 7,501,450
CONTIGENCY	\$ 1,875,363
TOTAL ESTIMATED CON COST	\$ 9,376,813

- NOTES:
- Please refer to the Scope of Work for a description of the task items and assumptions.
  - Cost Estimation Worksheets are provided to facilitate estimation of total cost including salary increases for each major phase listed above.
  - Cornerstone may transfer labor hours and budget between subtasks and staff within each phase provided total budget for that phase is not exceeded.

EXHIBIT B  
County of Fresno  
North Fork over San Joaquin River Bridge Replacement Project - Basic Services Cost Estimation Worksheet  
October 16, 2018

TASK	Cornerstone Structural Engineering Group										Total Hours	Total Dollars	Provost & Pritchard Civil	Parikh Geotechnical & Material Testing	Avila & Associates Hydraulics	RRM Architecture	Yamabe & Horn CASp	Total Fee
	Design Team					QC/QA Team												
	T. Goolkasian* Principal	S. Cullers* Engineering Manager	M. Weaver* Senior Engineer	Staff Engineer	Structure Designer	T. Swayze* Principal	N. Zermeno* Project Engineer	Structure Designer										
	Rate	\$ 226.13	\$163.68	\$136.12	\$110.26	\$96.49	\$222.52	\$130.95	\$110.26									
MEETING ATTENDANCE																		
0.1	Project Meetings	8	24	34	50	-	-	-	-	116	17,368	8,850	-	-	-	-	-	26,218
0.1.1	Kick-off Meeting	-	-	4	-	-	-	-	-	-	18	2,534	587	-	-	-	-	3,121
0.1.2	Site Investigation Meeting	2	2	4	8	-	-	-	-	-	1,324	587	-	-	-	-	-	1,911
0.1.3	PDT Meetings	4	8	16	30	-	-	-	-	58	7,700	5,280	-	-	-	-	-	12,980
0.1.4	Public Outreach Meetings	-	4	4	-	-	-	-	-	8	1,199	-	-	-	-	-	-	1,199
0.1.5	Constructability Review Meetings	-	6	6	12	-	-	-	-	24	3,122	1,760	-	-	-	-	-	4,882
	Allowance for Salary Increases**										1,490	636	-	-	-	-	-	2,126
PROJECT MANAGEMENT																		
0.2	Project Coordination	40	38	85	60	-	-	-	-	223	36,589	10,746	-	-	-	-	-	47,335
0.2.1	Caltrans Programming and Local Assistance	-	8	16	-	-	-	-	-	24	3,487	-	-	-	-	-	-	3,487
0.2.2	Regulatory Agency and Stakeholder Coordination	8	16	24	60	-	-	-	-	108	14,310	9,973	-	-	-	-	-	24,283
0.3	Monthly Progress Invoices & Project Delivery Schedule	8	-	-	-	-	-	-	-	8	1,809	-	-	-	-	-	-	1,809
0.3.1	Monthly Progress Invoices	-	6	15	-	-	-	-	-	21	3,024	-	-	-	-	-	-	3,024
0.3.2	Project Delivery Schedule	-	8	30	-	-	-	-	-	38	5,393	-	-	-	-	-	-	5,393
0.4	Quality Control/Quality Assurance (QC/QA)	24	-	-	-	-	-	-	-	24	5,427	-	-	-	-	-	-	5,427
	Allowance for Salary Increases**										3,139	773	-	-	-	-	-	3,912
PHASE 1 - PRELIMINARY DESIGN																		
1.1	Surveys and Base Mapping (BY COUNTY)	-	-	-	-	-	-	-	-	-	-	1,127	-	-	-	-	-	1,127
1.2	Conceptual Area of Potential Affect (APE) Boundary	1	2	4	8	16	-	-	-	31	3,524	1,293	-	-	-	-	-	4,817
1.3	Draft Hydraulics and Scour Report	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1.3.1	Research and Data Collection	-	1	2	-	-	-	-	-	3	436	-	-	-	3,232	-	-	3,668
1.3.2	Estimate Hydrology	-	-	1	-	-	-	-	-	1	136	-	-	-	2,755	-	-	2,891
1.3.3	1D Hydraulic Analysis	-	4	8	-	-	-	-	-	12	1,744	-	-	-	10,096	-	-	11,840
1.3.4	Scour and Bank Protection	2	8	16	-	-	-	-	-	26	3,940	-	-	-	7,943	-	-	11,883
1.3.5	Location Hydraulic Study	-	2	4	-	-	-	-	-	6	872	-	-	-	3,603	-	-	4,475
1.3.6	2D Hydraulic Analysis	1	4	2	-	-	-	-	-	7	1,153	-	-	-	7,409	-	-	8,562
1.3.7	CVFPB Falsework Analysis	-	2	8	-	-	-	-	-	10	1,416	-	-	-	5,107	-	-	6,523
1.4	Geotechnical Engineering	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1.4.1	Research and Data Collection	-	2	4	-	-	-	-	-	6	872	-	8,117	-	-	-	-	8,989
1.4.2	Field Exploration	-	-	-	-	-	-	-	-	-	-	-	12,865	-	-	-	-	12,865
1.4.3	Laboratory Testing	-	-	-	-	-	-	-	-	-	-	-	9,379	-	-	-	-	9,379
1.4.4	Engineering Analysis/Evaluation	-	-	-	-	-	-	-	-	-	-	-	12,159	-	-	-	-	12,159
1.4.5	Preliminary Foundation Report	-	4	8	16	-	-	-	-	28	3,508	856	20,155	-	-	-	-	24,519
1.5	Alignment Study	2	2	4	-	-	-	-	-	8	1,324	11,978	-	-	-	-	-	13,302
1.6	Utility Coordination (BY COUNTY)	1	2	4	8	-	-	-	-	15	1,980	2,441	-	-	-	-	-	4,421
1.7	Preliminary Report/Type Selection Memorandum	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1.7.1	Draft Preliminary Report/Type Selection Memorandum	8	20	40	80	-	-	-	-	148	19,348	2,004	-	-	-	-	-	21,352
1.7.1.1	Structure General Plan Alternatives	40	70	120	180	300	-	-	-	710	85,631	-	-	-	-	-	-	85,631
1.7.2	Type Selection Meeting	-	2	2	4	-	-	-	-	8	1,041	587	-	-	-	-	-	1,628
1.7.3	Final Preliminary Report/Type Selection Memorandum	2	8	40	80	-	-	-	-	130	16,027	2,004	-	-	-	-	-	18,031
1.8	30% PS&E	-	2	2	4	-	-	-	-	8	1,041	14,484	-	-	-	-	-	15,525
	Allowance for Salary Increases**										13,510	2,850	1,262	1,588	-	-	-	19,211
PHASE 2 - 60% PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)																		
2.1	Environmental Clearance (BY COUNTY)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2.1.1	Probable Project Impact Exhibit	-	1	2	4	-	-	-	-	7	877	856	-	-	-	-	-	1,733
2.1.2	Support for Environmental Clearance	8	20	40	60	-	-	-	-	128	17,143	-	-	-	-	-	-	17,143
2.2	Assistance with Permit Applications	-	8	16	-	-	-	-	-	24	3,487	-	-	-	12,214	-	-	15,701
2.3	Right-of-Way Engineering, Appraisal, and Acquisition (BY COUNTY)	-	2	4	-	-	-	-	-	6	872	-	-	-	-	-	-	872
2.4	Draft Foundation Report	-	1	2	4	-	-	-	-	7	877	-	10,139	-	-	-	-	11,016
2.5	60% Plans, Specifications, and Estimate	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2.5.1	60% PS&E	-	-	-	-	-	-	-	-	-	-	42,692	-	-	-	-	-	42,692
2.5.1.1	Bridge Design	40	60	120	270	560	-	-	-	1,050	119,005	-	-	-	-	-	-	119,005
2.5.1.2	Approach Roadway Design	2	2	4	16	-	-	-	-	24	3,088	6,944	-	-	-	-	-	10,033
2.5.1.3	Engineer's Estimate of Probable Construction Cost	4	16	30	80	-	-	-	-	130	16,428	1,478	-	-	-	-	-	17,906
2.5.1.4	Contract Specifications/Special Provisions	8	16	32	-	-	-	-	-	56	8,784	4,959	-	-	-	-	-	13,743
	Allowance for Salary Increases**										16,003	4,414	204	483	-	-	-	21,104
PHASE 3 - FINAL PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)																		
3.1	Permitting Support	2	4	8	-	-	-	-	-	14	2,196	-	-	-	-	-	-	2,196
3.2	90% PS&E	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3.2.1	Bridge Independent Check	-	1	2	4	-	80	160	360	607	79,323	-	-	-	-	-	-	79,323
3.2.2	Response to Comments	2	4	8	16	-	-	-	-	30	3,960	2,548	-	-	-	-	-	6,508
3.2.3	Update Bridge and Roadway PS&E	2	4	8	24	-	-	-	-	38	4,842	19,379	-	-	-	-	-	24,221
3.3	Final Hydraulics and Scour Report	-	1	2	4	-	-	-	-	7	877	-	-	2,612	-	-	-	3,489
3.4	Final Foundation Report	-	1	2	4	-	-	-	-	7	877	-	6,412	-	-	-	-	7,289
3.5	100% PS&E	-	8	16	40	-	-	-	-	64	7,898	5,837	-	-	-	-	-	13,735
3.6	Final PS&E	-	-	-	-	-	-	-	-	-	5,863	-	-	-	-	-	-	5,863
	Allowance for Salary Increases**										9,380	2,607	129	103	-	-	-	12,219
PHASE 4 - ASSISTANCE DURING BIDDING AND CONSTRUCTION																		
4.1	Assistance During Bidding	4	8	16	24	-	-	-	-	52	7,038	2,591	-	-	-	-	-	9,629
4.2	Construction Support	-	-	-	-	-	-	-	-	-	-	587	-	-	-	-	-	-
4.2.1	Attend Pre-Construction Conference	-	2	2	-	-	-	-	-	4	600	-	-	-	-	-	-	1,187
4.2.2	Assistance with Contractor Submittals	16	40	80	160	-	-	-	-	296	38,696	1,717	-	-	-	-	-	40,413
4.2.3	Technical Support for Contractor RFIs and Change Orders	-	-	-	-	-	-	-	-	-	1,717	-	-	-	-	-	-	1,717
4.2.4	Attend Field Visits	2	8	16	32	-	-	-	-	58	7,468	1,173	-	-	-	-	-	8,641
4.2.5	As-Builts	-	-	-	-	-	-	-	-	-	1,168	-	-	-	-	-	-	1,168
	Allowance for Salary Increases**										5,048	694	-	-	-	-	-	5,742
REIMBURSABLES																		
	Travel/Mileage										4,806	794	70,346	254	-	-	-	76,200
	Equipment Rental and Supplies										-	294	491	254	-	-	-	1,039
	Permit Fees, Plan sheets, Test Holes, etc.										-	-	49,750	-	-	-	-	49,750
											4,806	500	20,105	-	-	-	-	25,411
TOTALS											571,032	167,238	151,167	57,400	-	-	-	946,837

TOTAL FEE FOR BASIC SERVICES \$ 946,837

SEE SCOPE OF WORK FOR ASSUMPTIONS  
\* Indicates Key Staff  
\*\* Total Allowance for Salary Increases prorated over all phase

PHASE	Labor Budget W/O Salary Increases					
	CSEG	Provost & Pritchard	Parikh	Avila & Associates	RRM	Yamabe & Horn
Meeting Attendance	15,878	8,214	-	-	-	-
Project Management	33,451	9,973	-	-	-	-
Phase 1	143,992	36,774	62,675	40,145	-	-
Phase 2	170,560	56,929	10,139	12,214	-	-
Phase 3	99,973	33,627	6,412	2,612	-	-
Phase 4	53,802	8,953	-	-	-	-
Total	517,656	154,471	79,226	54,971	-	-
Total Labor Budget W/Salary Increases = Total Budget per 10-H minus box (n						
Labor Allowance for Increases						
	566,226	166,444	80,821	57,146	-	-
	48,569	11,973	1,595	2,175	-	-

EXHIBIT B  
County of Fresno  
North Fork over San Joaquin River Bridge Replacement Project  
Cost Proposal  
October 16, 2018

ATTACHMENT E

FEE SUMMARY - OPTIONAL SERVICES							
	Cornerstone Structural Engineering Group	Provost & Pritchard Civil	Parikh Geotechnical & Material Testing	Avila & Associates Hydraulics	RRM Architecture	Yamabe & Horn CASp	TOTAL FEE
DESIGN SERVICES	\$ 40,667	\$ 10,313	\$ -	\$ 119,614	\$ 23,354	\$ 3,698	\$ 197,646
OPTIONAL TASK 1 - EXTEND TRAIL OVER BRIDGE	\$ 2,402	\$ 10,313	\$ -	\$ -	23,354	\$ -	\$ 36,069
OPTIONAL TASK 2 - HYDROLOGY	\$ 436	\$ -	\$ -	\$ 5,331	-	\$ -	\$ 5,767
OPTIONAL TASK 3 - CVFPB VARIANCE	\$ 1,015	\$ -	\$ -	\$ 5,436	-	\$ -	\$ 6,451
OPTIONAL TASK 4 - ADDITIONAL MEETING ATTENDANCE (PER MEETING)	\$ 1,406	\$ -	\$ -	\$ -	-	\$ -	\$ 1,406
OPTIONAL TASK 5 - INCORPORATION OF BAT HABITAT	\$ 21,054	\$ -	\$ -	\$ -	-	\$ -	\$ 21,054
OPTIONAL TASK 6 - CERTIFIED ACCESS SPECIALIST CERTIFICATION	\$ 2,013	\$ -	\$ -	\$ -	-	\$ 3,698	\$ 5,711
OPTIONAL TASK 7 - FEMA CLOMR/LOMR PREPARATION	\$ 12,341	\$ -	\$ -	\$ 108,847	-	\$ -	\$ 121,188
TOTAL DESIGN FEE FOR OPTIONAL SERVICES							\$ 197,646
% DBE							61%

- NOTES:
- 1. Please refer to the Scope of Work for a description of the task items and assumptions.
  - 2. Cost Estimation Worksheets are provided to facilitate estimation of total cost including salary increases for each major phase listed above
  - 3. Cornerstone may transfer labor hours and budget between subtasks and staff within each optional task provided total budget for that optional task is not exceeded

EXHIBIT B  
County of Fresno  
North Fork over San Joaquin River Bridge Replacement Project - Optional Services Cost Estimation Worksheet  
October 16, 2018

OPTIONAL TASK		Cornerstone Structural Engineering Group																Total Fee
		Design Team					QC/QA Team			Total Hours	Total Dollars	Provost & Pritchard Civil	Parikh Geotechnical & Material Testing	Avila & Associates Hydraulics	RRM Architecture	Yamabe & Horn CASp		
		T. Goolkasian* Principal	S. Cullers* Engineering Manager	M. Weaver* Senior Engineer	Staff Engineer	Structure Designer	T. Swayze* Principal	N. Zermeno* Project Engineer	Structure Designer									
Rate		\$ 226.13	\$163.68	\$136.12	\$110.26	\$96.49	\$222.52	\$130.95	\$110.26									
OPTIONAL TASK 1 - EXTEND TRAIL OVER BRIDGE		2	4	8						14	2,402	10,313	-	-	23,354	-	36,069	
	Extend Trail over Bridge	2	4	8	-	-	-	-	-	14	2,196	9,571	-	-	22,154	-	33,921	
	Other Direct Costs	-	-	-	-	-									1,200		1,200	
	Allowance for Salary Increases										206	742			-		948	
OPTIONAL TASK 2 - HYDROLOGY		-	1	2	-	-	-	-	-	3	436	-	-	5,331	-	-	5,767	
	Hydrology	-	1	2	-	-	-	-	-	3	436	-	-	457	-	-	893	
	Other Direct Costs Including Subconsultants													4,855			4,855	
	Allowance for Salary Increases										-			19			19	
OPTIONAL TASK 3 - CVFPB VARIANCE		-	2	4	-	-	-	-	-	6	1,015	-	-	5,436	-	-	6,451	
	CVFPB Variance	-	2	4	-	-	-	-	-	6	872	-	-	5,125	-	-	5,997	
	Other Direct Costs Including Subconsultants													109			109	
	Allowance for Salary Increases										143			202			345	
OPTIONAL TASK 4 - ADDITIONAL MEETING ATTENDANCE (PER MEETING)		1	2	2	3	-	-	-	-	8	1,406	-	-	-	-	-	1,406	
	Additional Meeting Attendance (Per Meeting)	1	2	2	3	-	-	-	-	8	1,157	-	-	-	-	-	1,157	
	Allowance for Salary Increases										249			-			249	
OPTIONAL TASK 5 - INCORPORATION OF BAT HABITAT		2	4	8	40	80	8	24	-	166	21,054	-	-	-	-	-	21,054	
	Incorporation of Bat Habitat	2	4	8	40	80	8	24	-	166	19,248	-	-	-	-	-	19,248	
	Allowance for Salary Increases										1,806						1,806	
OPTIONAL TASK 6 - CERTIFIED ACCESS SPECIALIST CERTIFICATION		-	3	6	4	-	-	-	-	13	2,013	-	-	-	-	3,698	5,711	
6.1	CASp Certification	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,361	3,361	
6.1.1	CASp Review of 30% PS&E	-	1	2	4	-	-	-	-	7	877	-	-	-	-	-	877	
6.1.2	CASp Post Construction Certification Letter	-	2	4	-	-	-	-	-	6	872	-	-	-	-	-	872	
	Other Direct Costs															22	22	
	Allowance for Salary Increases										264					315	579	
OPTIONAL TASK 7 - FEMA CLOMR/LOMR PREPARATION		-	34	42	-	-	-	-	-	76	12,341	-	-	108,847	-	-	121,188	
7.1	Conditional Letter of Map Revision (CLOMR)	-	-	-	-	-	-	-	-	-	-	-	-	19,442	-	-	19,442	
7.1.1	Data Collection and Review		1	2						3	436						436	
7.1.2	Hydraulic Modeling		1	2						3	436						436	
7.1.3	Floodplain Mapping		-	-						-	-						-	
7.1.4	Conditional Letter of Map Revision (CLOMR) Submittal		6	10						16	2,343						2,343	
7.1.5	Project Coordination/Meetings and CLOMR Application Follow-up		16	16						32	4,797						4,797	
7.2	Letter of Map Revision (LOMR)	-	-	-						-	-			8,852			8,852	
7.2.1	Letter of Map Revision (LOMR) Submittal		2	4						6	872						872	
7.2.2	LOMR Application Follow-up		8	8						16	2,398						2,398	
	Other Direct Costs Including Subconsultants													79,437			79,437	
	Allowance for Salary Increases										1,059			1,116			2,175	
											\$ 40,667	\$ 10,313	\$ -	\$ 119,614	\$ 23,354	\$ 3,698	\$ 197,646	

SEE SCOPE OF WORK FOR ASSUMPTIONS  
\* Indicates Key Staff



## Basic Services

## Exhibit 10-H1 Cost Proposal

Page 1 of 3

## Actual Cost-Plus-Fixed Fee or lump sum (Firm Fixed Price) contracts

## BASIC SERVICES

Note: Mark-ups are Not Allowed ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant Cornerstone Structural Engineering Group

Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_

Date 10/16/2018

Project Name: North Fork over San Joaquin River Bridge Replacement Project

## DIRECT LABOR

Classification/Title	Name	Hours	Range	Actual Hourly Rate	Total
Principal	T. Goolkasian*	195	65.00 - 80.00	\$ 75.72	\$ 14,765.40
Engineering Manager	S. Cullers*	404	45.00 - 60.00	\$ 54.81	\$ 22,143.24
Senior Engineer	M. Weaver*	798	40.00 - 55.00	\$ 45.58	\$ 36,372.84
Staff Engineer		1232	35.00 - 45.00	\$ 36.92	\$ 45,485.44
Structure Designer		876	30.00 - 40.00	\$ 32.31	\$ 28,303.56
Principal	T. Swayze*	80	65.00 - 80.00	\$ 74.51	\$ 5,960.80
Project Engineer	N. Zermeno*	160	40.00 - 50.00	\$ 43.85	\$ 7,016.00
Staff Engineer		360	35.00 - 45.00	\$ 36.92	\$ 13,291.20
	TOTAL Hours:	4105			

## LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 173,338.48
b) Anticipated Salary Increases	\$ 16,263.59

c) Total Direct Labor Costs [(a) + (b)] \$ 189,602.07

## INDIRECT COSTS

d) Fringe Benefits %	81.21%	e) Total Fringe Benefits [(c) x (d)]	\$ 153,975.84
f) Overhead%	31.26%	g) Overhead [(c) x (f)]	\$ 59,269.61
h) General and Administrative%	59.02%	i) Gen & Admin [(c) x (h)]	\$ 111,903.14

j) Total Indirect Costs [(e) + (g) + (i)] \$ 325,148.59

FIXED FEE (Profit) k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10% \$ 51,475.07

## I) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Classification/Title	Quantity	Unit	Unit Cost	Total
Mileage Costs				\$ -
Equipment Rental and Supplies				\$ -
Permit Fees				\$ -
Plan Sheets	534	24x36 Bond	\$ 9.00	\$ 4,806.00
Test				\$ -

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: Provost & Pritchard	\$ 167,238.74
Subconsultant 2: Parikh	\$ 151,166.50
Subconsultant 3: Avila & Associates	\$ 57,400.00
Subconsultant 4: RRM	\$ -
Subconsultant 5: Yamabe & Horn	\$ -
m) TOTAL SUBCONSULTANTS' COSTS	\$ 375,805.24

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$ 380,611.24

TOTAL COST [(c) + (j) + (k) + (n)] \$ 946,836.97

## NOTES:

- Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

## Exhibit 10-H1 Cost Proposal

Page 2 of 3

## Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts

## BASIC SERVICES

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant Cornerstone Structural Engineering Group  
 Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_ Date 10/16/2018  
 Project Name: North Fork over San Joaquin River Bridge Replacement Project

## 1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	<b>4 Year Contract Duration</b>
\$ 173,338.48 /	4,105	= \$42.23	Year 1 Avg Hourly Rate

## 2. Calculate hourly rate for all years (Increase the Average hourly rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation		
Year 1	\$42.23	+	5%	=	\$44.34
Year 2	\$44.34	+	5%	=	\$46.55
Year 3	\$46.55	+	5%	=	\$48.88
Year 4	\$48.88	+	5%	=	\$51.33
					Year 2 Avg Hourly Rate
					Year 3 Avg Hourly Rate
					Year 4 Avg Hourly Rate
					Year 5 Avg Hourly Rate

## 3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal	Total Hours per Year	
Year 1	20%	*	4105	=	821
Year 2	20%	*	4105	=	821
Year 3	30%	*	4105	=	1232
Year 4	20%	*	4105	=	821
Year 5	10%	*	4105	=	411
Total	100%			=	4105
					Estimated Hours Year 1
					Estimated Hours Year 2
					Estimated Hours Year 3
					Estimated Hours Year 4
					Estimated Hours Year 5

## 4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)	Cost per Year	
Year 1	\$42.23	*	821	= \$	34,667.70
Year 2	\$44.34	*	821	= \$	36,401.08
Year 3	\$46.55	*	1232	= \$	57,331.70
Year 4	\$48.88	*	821	= \$	40,132.19
Year 5	\$51.33	*	411	= \$	21,069.40
					Estimated Cost Year 1
					Estimated Cost Year 2
					Estimated Cost Year 3
					Estimated Cost Year 4
					Estimated Cost Year 5

Total Direct Labor Cost with Escalation = \$ 189,602.07

Direct Labor Subtotal before escalation = \$ 173,338.48

Estimated total of Direct Labor Salary Increase = \$ 16,263.59 Transfer to Page 1

## NOTES:

- breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- Calculations for anticipated salary escalation must be provided

## Exhibit 10-H

Page 3 of 3

## BASIC SERVICES

**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 actual,

1. Generally Accepted Accounting Principles (GAAP)

2. Terms and conditions of the contract

3. [Title 23 United States Code Section 112](#) - Letting of Contracts

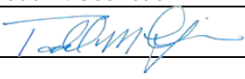
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures

5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service

6. [48 Code of Federal Regulations Part 9904](#) - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name:	<u>Todd M. Goolkasian</u>	Title:	<u>President</u>
Signature:		Date of Certification (mm/dd/yyyy):	<u>10/16/2018</u>
Email:	<u>tgoolkasian@cseg.com</u>	Phone Number:	<u>559-320-3200</u>
Address:	<u>986 W. Alluvial Ave., Suite 201, Fresno, CA 93711</u>		

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List Services the consultant is providing under the proposed contract:

See Scope of Services

## Exhibit 10-H

Page 1 of 3

**Actual Cost-Plus-Fixed Fee or lump sum (Firm Fixed Price) contracts  
(Design, Engineering and Environmental Studies)**

Note: Mark-ups are Not Allowed     ☐ Prime Consultant     ☒ Subconsultant     ☐ 2nd Tier Subconsultant

Consultant     Provost &amp; Pritchard Consulting Group

Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_

Date     6/19/2018

**DIRECT LABOR**

Classification/Title	Name	Hours	Range	Actual Hourly Rate	Total
Principal Engineer	*David McGlasson	21	65.00 - 80.00	\$ 68.00	\$ 1,428.00
Senior Engineer	*Jeff Dorn	241	50.00 - 60.00	\$ 55.00	\$ 13,255.00
Senior Engineer	Doug Lawler	266	50.00 - 60.00	\$ 50.00	\$ 13,300.00
Associate Engineer		449	35.00 - 45.00	\$ 40.25	\$ 18,072.25
Senior Technician		229	25.00 - 45.00	\$ 45.00	\$ 10,305.00
Project Administrator		19	20.00 - 30.00	\$ 27.00	\$ 513.00
	TOTAL Hours:	1225			

**LABOR COSTS**

a) Subtotal Direct Labor Costs     \$ 56,873.25  
b) Anticipated Salary Increases     \$ 4,409.45

**c) Total Direct Labor Costs [(a) + (b)]**     \$ 61,282.70

**INDIRECT COSTS**

d) Fringe Benefits %     52.99%     e) Total Fringe Benefits [(c) x (d)]     \$ 32,473.70  
f) Overhead %     55.03%     g) Overhead [(c) x (f)]     \$ 33,723.87  
h) General and Administrative %     38.89%     i) Gen & Admin [(c) x (h)]     \$ 23,832.84

**j) Total Indirect Costs [(e) + (g) + (i)]**     \$ 90,030.42

**FIXED FEE (Profit)**

**k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10%**     \$ 15,131.31

**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Classification/Title	Quantity	Unit	Unit Cost	Total
Mileage Costs	540	miles	\$ 0.55	\$ 294.30
Equipment Rental and Supplies				\$ -
Permit Fees				\$ -
Plan Sheets	500		\$ 1.00	\$ 500.00
Test				\$ -

**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: \_\_\_\_\_  
Subconsultant 1: \_\_\_\_\_  
Subconsultant 1: \_\_\_\_\_  
Subconsultant 1: \_\_\_\_\_

**m) TOTAL SUBCONSULTANTS' COSTS**     \$ -

**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]**     \$ 794.30

**TOTAL COST [(c) + (j) + (k) + (n)]**     \$ 167,238.74

**NOTES:**

- Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.



## Exhibit 10-H

Page 2 of 3

**Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts**  
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

## 1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor		Total Hours per Cost	Avg hourly	<b>4 Year Contract Duration</b>
\$ 56,873.25	/	1,225	= \$46.43	Year 1 Avg Hourly Rate

## 2. Calculate hourly rate for all years (Increase the Average hourly rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation		
Year 1	\$46.43	+	5%	=	\$48.75
Year 2	\$48.75	+	5%	=	\$51.19
Year 3	\$51.19	+	5%	=	\$53.75
Year 4	\$53.75	+	5%	=	\$56.43
					Year 2 Avg Hourly Rate
					Year 3 Avg Hourly Rate
					Year 4 Avg Hourly Rate
					Year 5 Avg Hourly Rate

## 3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal	Total Hours per Year	
Year 1	25%	*	1225	=	306
Year 2	25%	*	1225	=	306
Year 3	25%	*	1225	=	306
Year 4	25%	*	1225	=	306
Year 5	0%	*	1225	=	0
Total	100%			=	1225
					Estimated Hours Year 1
					Estimated Hours Year 2
					Estimated Hours Year 3
					Estimated Hours Year 4
					Estimated Hours Year 5

## 4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)	Cost per Year	
Year 1	\$46.43	*	306	= \$	14,218.31
Year 2	\$48.75	*	306	= \$	14,929.23
Year 3	\$51.19	*	306	= \$	15,675.69
Year 4	\$53.75	*	306	= \$	16,459.47
Year 5	\$56.43	*	0	= \$	-
					Estimated Cost Year 1
					Estimated Cost Year 2
					Estimated Cost Year 3
					Estimated Cost Year 4
					Estimated Cost Year 5

Total Direct Labor Cost with Escalation =	\$	61,282.70
Direct Labor Subtotal before escalation =	\$	56,873.25
Estimated total of Direct Labor Salary Increase =	\$	4,409.45

Transfer to Page 1

## NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.  
(i.e. \$250,000 x 2% x 5yrs= \$25,000 is not an acceptable methodology.)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- Calculations for anticipated salary escalation must be provided

## Exhibit 10-H

Page 3 of 3

**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 actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related
6. [48 Code of Federal Regulations Part 9904](#) - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: Russell A. McKay Title: CFO  
 Signature: [Signature] Date of Certification (mm/dd/yyyy): 06/19/2018  
 Email: rmckay@ppeng.com Phone Number: (559) 449-2700  
 Address: 286 W. Cromwell Ave., Fresno, CA 93711

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List Services the consultant is providing under the proposed contract:

- Roadway Approach Design
- Utility Relocation Design
- Signing and Striping

## Exhibit 10-H1 Cost Proposal

Page 1 of 3

## Actual Cost-Plus-Fixed Fee or lump sum (Firm Fixed Price) contracts

## GEOTECHNICAL STUDIES

Note: Mark-ups are Not Allowed ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier SubconsultantConsultant PARIKH CONSULTANTS, INC.

Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_

Date 6/14/2018Project Name: North Fork over San Joaquin River Bridge Replacement Project

## DIRECT LABOR

Classification/Title	Name	Hours	Range	Actual Hourly Rate	Total
Project Manager	G. Parikh	48	90-100	\$ 98.22	\$ 4,714.56
Sen. Proj. Engineer (QA-QC)	Y. David Wang	48	70-90	\$ 71.19	\$ 3,417.12
Sen. Proj. Engineer		60	60-70	\$ 61.80	\$ 3,708.00
Project Engineer		138	45-55	\$ 45.89	\$ 6,332.82
Sen. Staff Engineer		76	35-45	\$ 35.71	\$ 2,713.96
Field Engineer		100	40-55	\$ 46.88	\$ 4,688.00
Laboratory Technician		60	30-55	\$ 34.08	\$ 2,044.80
Engineering Draftsperson		32	35-50	\$ 37.18	\$ 1,189.76
	TOTAL Hours:	562			

## LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 28,809.02
b) Anticipated Salary Increases	\$ 580.79

c) Total Direct Labor Costs [(a) + (b)] \$ 29,389.81

## INDIRECT COSTS

d) Fringe Benefits %	42.27%	e) Total Fringe Benefits [(c) x (d)]	\$ 12,423.07
f) Overhead%	107.73%	g) Overhead [(c) x (f)]	\$ 31,661.64
h) General and Administrative%	0.00%	i) Gen & Admin [(c) x (h)]	\$ -

j) Total Indirect Costs [(e) + (g) + (i)] \$ 44,084.71

FIXED FEE (Profit) k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10% \$ 7,347.45

## l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Classification/Title	Quantity	Unit	Unit Cost	Total
Travel Mileage	900	Miles	\$ 0.55	\$ 490.50
Permit Fees	1	Each	\$ 500.00	\$ 500.00
Per Diem	9	Day	\$ 295.00	\$ 2,655.00
Drilling Mob-Demob	4	Each	\$ 800.00	\$ 3,200.00
Drilling Costs	9	Day	\$ 3,250.00	\$ 29,250.00
Grouting	590	Foot	\$ 5.00	\$ 2,950.00
Concrete Coring (Bridge Deck)	1	Each	\$ 500.00	\$ 500.00
Deck Concrete Patch	1	Each	\$ 1,000.00	\$ 1,000.00
Cutting Disposal	40	55-Gal Drum	\$ 325.00	\$ 13,000.00
Traffic Control/Lane Closure	7	Day	\$ 2,400.00	\$ 16,800.00

## m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:	\$ -
Subconsultant 2:	\$ -
Subconsultant 3:	\$ -
Subconsultant 4:	\$ -
Subconsultant 5:	\$ -
m) TOTAL SUBCONSULTANTS' COSTS	\$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$ 70,346

TOTAL COST [(c) + (j) + (k) + (n)] \$ 151,167

## NOTES:

- Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.



## Exhibit 10-H1 Cost Proposal

Page 2 of 3

## Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts

## GEOTECHNICAL STUDIES

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant PARIKH CONSULTANTS, INC.

Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_

Date 6/14/2018Project Name: North Fork over San Joaquin River Bridge Replacement Project

## 1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	4 Year Contract Duration
\$ 28,809.02 /	562	= \$51.26	Year 1 Avg Hourly Rate

## 2. Calculate hourly rate for all years (Increase the Average hourly rate for a year by proposed escalation %)

	Avg Hourly Rate	Proposed Escalation		
Year 1	\$51.26	+	4%	= \$53.31
Year 2	\$53.31	+	4%	= \$55.44
Year 3	\$55.44	+	4%	= \$57.66
Year 4	\$57.66	+	4%	= \$59.97
				Year 2 Avg Hourly Rate
				Year 3 Avg Hourly Rate
				Year 4 Avg Hourly Rate
				Year 5 Avg Hourly Rate

## 3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal	Total Hours per Year	
Year 1	60%	*	562	= 337	Estimated Hours Year 1
Year 2	30%	*	562	= 169	Estimated Hours Year 2
Year 3	10%	*	562	= 56	Estimated Hours Year 3
Year 4	0%	*	562	= 0	Estimated Hours Year 4
Year 5	0%	*	562	= 0	Estimated Hours Year 5
Total	100%			= 562	

## 4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)	Cost per Year	
Year 1	\$51.26	*	337	= \$ 17,285.41	Estimated Cost Year 1
Year 2	\$53.31	*	169	= \$ 8,988.41	Estimated Cost Year 2
Year 3	\$55.44	*	56	= \$ 3,115.98	Estimated Cost Year 3
Year 4	\$57.66	*	0	= \$ -	Estimated Cost Year 4
Year 5	\$59.97	*	0	= \$ -	Estimated Cost Year 5

Total Direct Labor Cost with Escalation = \$ 29,389.81

Direct Labor Subtotal before escalation = \$ 28,809.02

Estimated total of Direct Labor Salary Increase = \$ 580.79 Transfer to Page 1

## NOTES:

- breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- Calculations for anticipated salary escalation must be provided

## Exhibit 10-H

Page 3 of 3

## GEOTECHNICAL STUDIES

**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 actual,

1. Generally Accepted Accounting Principles (GAAP)

2. Terms and conditions of the contract

3. [Title 23 United States Code Section 112](#) - Letting of Contracts

4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures


5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service

6. [48 Code of Federal Regulations Part 9904](#) - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: Gary Parikh Title: Sen. Principal

Signature:  Date of Certification (mm/dd/yyyy): 6/14/2018

Email: [gparikh@parikhnet.com](mailto:gparikh@parikhnet.com) Phone Number: 408-452-9000

Address: 2360 Qume Drive, San Jose, Ca 95131

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List Services the consultant is providing under the proposed contract:

See Scope of Services-- Geotechnical Engineering Services

## EXHIBIT 10-H COST PROPOSAL Page 1 of 3

**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
(DESIGN, ENGINEERING, AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

**Consultant:** Avila & Associates (DBE) **Prime Consultant** **X Subconsultant** **2nd Tier Subconsultant**  
**Project No.** \_\_\_\_\_ **Contract No.** \_\_\_\_\_ **Date:** 10/16/2018  
**Direct Labor**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	Cathy Avila*	90	\$87.96	\$7,916.40
Hydraulic Engineer	Todd Remington	192	\$62.73	\$12,044.16
GIS Lead	Kerry Wilcox	0	\$45.00	\$0.00
Technical Editor	Rachel Spadafore	26	\$60.35	\$1,569.10
Junior Engineer	Holly Callahan	56	\$35.00	\$1,960.00
Total		364.0		\$23,489.66

**LABOR COSTS**

a) Subtotal Direct Labor Costs \$23,489.66  
 b) Anticipated Salary Increases \$926.73  
 c) **TOTAL DIRECT LABOR COSTS [(a)+(b)]** \$24,416.39

**INDIRECT COSTS**

d) Fringe Benefits (Rate): 39.69% e) Total Fringe Benefits [(c) × (d)] \$9,690.87  
 f) Overhead (Rate): 16.76% g) Overhead [(c) × (f)] \$4,092.19  
 h) General and Administrative (Rate) 56.32% i) Gen & Admin [(c) × (h)] \$13,751.31  
 j) **TOTAL INDIRECT COSTS [(e) +(g) + (i)]** \$27,534.36

**FIXED FEE** k) **TOTAL FIXED PROFIT** **10%** \$5,195.08  
 [(c) + (j)] × Fixed Fee

**CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description	Quantity	Unit	Unit Cost	Total
Travel/Mileage Costs (supported by Consultant actual cost)	466	miles	\$0.55	\$253.97
Equipment Rental and Supplies (GPS unit per day)	0		\$250.00	\$0.00
Permit Fees (itemize), Plan Sheets (each), Test Holes (each),	0		\$0.00	\$0.00
Subconsultant Costs (attach detailed cost proposal in same	0		\$0.00	\$0.00

l) **TOTAL OTHER DIRECT COSTS** \$253.97

**SUBCONSULTANT'S COSTS (add additional pages if necessary)**

m) Subconsultant 1: \_\_\_\_\_  
 Subconsultant 2: \_\_\_\_\_  
 Subconsultant 3: \_\_\_\_\_  
 Tier Subconsultant 4: \_\_\_\_\_  
 n) **TOTAL 2nd TIER SUBCONSULTANT'S COSTS** \$0.00  
 (m) \$254  
**TOTAL COST [(c) + (j) + (k) + (n)]** \$57,400

**NOTES:**

- Key Personnel **must** be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognized agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

January 2018

Local Assistance Procedures Manual

EXHIBIT 10-H1

Cost Proposal

## EXHIBIT 10-H COST PROPOSAL Page 2 of 3

## ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

## 1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal div 10/16/2018

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
\$23,489.66	364	\$64.53	Year 1 Avg Hourly Rate

## 2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by pr

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$64.53	+	3.00%	=	\$66.47	Year 2 Avg Hourly Rate
Year 2	\$66.47	+	3.00%	=	\$68.46	Year 3 Avg Hourly Rate
Year 3	\$68.46	+	3.00%	=	\$70.52	Year 4 Avg Hourly Rate
Year 4	\$70.52	+	3.00%	=	\$72.63	Year 5 Avg Hourly Rate

## 3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	10.00%	*	364.0	=	36.4	Estimated Hours Year 1
Year 2	60.00%	*	364.0	=	218.4	Estimated Hours Year 2
Year 3	20.00%	*	364.0	=	72.8	Estimated Hours Year 3
Year 4	10.00%	*	364.0	=	36.4	Estimated Hours Year 4
Year 5	0.00%	*	364.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	364.0	

## 4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the num

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$64.53	*	36.4	=	\$2,348.97	Estimated Hours Year 1
Year 2	\$66.47	*	218.4	=	\$14,516.61	Estimated Hours Year 2
Year 3	\$68.46	*	72.8	=	\$4,984.04	Estimated Hours Year 3
Year 4	\$70.52	*	36.4	=	\$2,566.78	Estimated Hours Year 4
Year 5	\$72.63	*	0.0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$24,416.39	
Direct Labor Subtotal before Escalation				=	\$23,489.66	
Estimated total of Direct Labor Salary				=	<b>\$926.73</b>	Transfer to Page 1

## NOTES:

This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.

An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)

This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

January 2018

## Local Assistance Procedures Manual

EXHIBIT 10-H1  
Cost Proposal

## EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

**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 actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: Catherine M.C. Avila

Title\*: President

Signature: 

Date of Certification (mm/dd/yyyy): 10/16/2018

Email: [cavila@avilaassociates](mailto:cavila@avilaassociates)

Phone Number: 925-673-0549

Address: 712 Bancroft Road #333, Walnut Creek, CA 94598

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

1. Hydraulics, Scour and Permitting Assistance

# Optional Task 1

## Extend Trail over Bridge

## Exhibit 10-H1 Cost Proposal

Page 1 of 3

## Actual Cost-Plus-Fixed Fee or lump sum (Firm Fixed Price) contracts

## OPTIONAL TASK 1 - EXTEND TRAIL OVER BRIDGE

Note: Mark-ups are Not Allowed ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant Cornerstone Structural Engineering Group

Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_

Date 10/16/2018

Project Name: North Fork over San Joaquin River Bridge Replacement Project

## DIRECT LABOR

Classification/Title	Name	Hours	Range	Actual Hourly Rate	Total
Principal	T. Goolkasian*	2	65.00 - 80.00	\$ 75.72	\$ 151.44
Engineering Manager	S. Cullers*	4	45.00 - 60.00	\$ 54.81	\$ 219.24
Senior Engineer	M. Weaver*	8	40.00 - 55.00	\$ 45.58	\$ 364.64
Staff Engineer		0	35.00 - 45.00	\$ 36.92	\$ -
Structure Designer		0	30.00 - 40.00	\$ 32.31	\$ -
Principal	T. Swayze*	0	65.00 - 80.00	\$ 74.51	\$ -
Project Engineer	N. Zermeno*	0	40.00 - 50.00	\$ 43.85	\$ -
Staff Engineer		0	35.00 - 45.00	\$ 36.92	\$ -
	TOTAL Hours:	14			

## LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 735.32
b) Anticipated Salary Increases	\$ 68.99

c) Total Direct Labor Costs [(a) + (b)] \$ 804.31

## INDIRECT COSTS

d) Fringe Benefits %	81.21%	e) Total Fringe Benefits [(c) x (d)]	\$ 653.18
f) Overhead%	31.26%	g) Overhead [(c) x (f)]	\$ 251.43
h) General and Administrative%	59.02%	i) Gen & Admin [(c) x (h)]	\$ 474.70

j) Total Indirect Costs [(e) + (g) + (i)] \$ 1,379.31

FIXED FEE (Profit) k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10% \$ 218.36

## I) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Classification/Title	Quantity	Unit	Unit Cost	Total
Mileage Costs			\$	-
Equipment Rental and Supplies			\$	-
Permit Fees			\$	-
Plan Sheets			\$	-
Test			\$	-

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: Provost & Pritchard	\$ 10,313.00
Subconsultant 2: Parikh	\$ -
Subconsultant 3: Avila & Associates	\$ -
Subconsultant 4: RRM	\$ 23,354.00
Subconsultant 5: Yamabe & Horn	\$ -
m) TOTAL SUBCONSULTANTS' COSTS	\$ 33,667.00

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(I)+(m)] \$ 33,667.00

TOTAL COST [(c) + (j) + (k) + (n)] \$ 36,068.99

## NOTES:

- Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

## Page 2 of 3

### OPTIONAL TASK 1 - EXTEND TRAIL OVER BRIDGE

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Project Name: North Fork over San Joaquin River Bridge Replacement Project

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor			
Subtotal per Cost	Total Hours per Cost	Avg Hourly	<b>4 Year Contract Duration</b>
Proposal	Proposal	Rate	
\$ 735.32 /	14	\$52.52	
			Year 1 Avg Hourly Rate

**2. Calculate hourly rate for all years (Increase the Average hourly rate for a year by proposed escalation %)**

Avg Hourly Rate			Proposed Escalation		
Year 1	\$52.52	+	5%	\$55.15	Year 2 Avg Hourly Rate
Year 2	\$55.15	+	5%	\$57.91	Year 3 Avg Hourly Rate
Year 3	\$57.91	+	5%	\$60.80	Year 4 Avg Hourly Rate
Year 4	\$60.80	+	5%	\$63.84	Year 5 Avg Hourly Rate

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

	Estimated % Completed Each Year		Total Hours per Cost Proposal	Total Hours per Year	
Year 1	20%	*	14	3	Estimated Hours Year 1
Year 2	20%	*	14	3	Estimated Hours Year 2
Year 3	30%	*	14	4	Estimated Hours Year 3
Year 4	20%	*	14	3	Estimated Hours Year 4
Year 5	10%	*	14	1	Estimated Hours Year 5
Total	<u>100%</u>			<u>14</u>	

**4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)**

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)	Cost per Year	
Year 1	\$52.52	*	3	\$ 147.06	Estimated Cost Year 1
Year 2	\$55.15	*	3	\$ 154.42	Estimated Cost Year 2
Year 3	\$57.91	*	4	\$ 243.21	Estimated Cost Year 3
Year 4	\$60.80	*	3	\$ 170.24	Estimated Cost Year 4
Year 5	\$63.84	*	1	\$ 89.38	Estimated Cost Year 5

Direct Labor Subtotal before escalation	\$	735.32
---	----	--------

Estimated total of Direct Labor Salary Increase	\$	68.99	Transfer to Page 1
---	----	-------	--------------------

NOTES:

- breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- Calculations for anticipated salary escalation must be provided



## Exhibit 10-H

Page 3 of 3

## OPTIONAL TASK 1 - EXTEND TRAIL OVER BRIDGE

**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 actual,

1. Generally Accepted Accounting Principles (GAAP)

2. Terms and conditions of the contract

3. [Title 23 United States Code Section 112](#) - Letting of Contracts

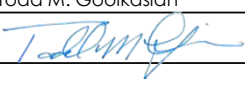
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures

5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service

6. [48 Code of Federal Regulations Part 9904](#) - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name:	<u>Todd M. Goolkasian</u>	Title:	<u>President</u>
Signature:		Date of Certification (mm/dd/yyyy):	<u>10/16/2018</u>
Email:	<u><a href="mailto:tgoolkasian@cseg.com">tgoolkasian@cseg.com</a></u>	Phone Number:	<u>559-320-3200</u>
Address:	<u>986 W. Alluvial Ave., Suite 201, Fresno, CA 93711</u>		

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List Services the consultant is providing under the proposed contract:

See Scope of Services

## Exhibit 10-H

Page 1 of 3

**Actual Cost-Plus-Fixed Fee or lump sum (Firm Fixed Price) contracts  
(Design, Engineering and Environmental Studies)**

Note: Mark-ups are Not Allowed

☐ Prime Consultant☒ Subconsultant☐ Third Tier Subconsultant

Consultant Provost &amp; Pritchard Consulting Group

Project No. \_\_\_\_\_

Contract No. \_\_\_\_\_

Date \_\_\_\_\_

6/19/2018

**DIRECT LABOR**

Classification/Title	Name	Hours	Range	Actual Hourly Rate	Total
Principal Engineer	*David McGlasson	0	65.00 - 80.00	\$ 68.00	\$ -
Senior Engineer	*Jeff Dorn	0	50.00 - 60.00	\$ 55.00	\$ -
Senior Engineer	Doug Lawler	18	50.00 - 60.00	\$ 50.00	\$ 900.00
Associate Engineer		35	35.00 - 45.00	\$ 40.25	\$ 1,408.75
Senior Technician		27	25.00 - 45.00	\$ 45.00	\$ 1,215.00
Project Administrator		0	20.00 - 30.00	\$ 27.00	\$ -
TOTAL Hours:		80			

**LABOR COSTS**

a) Subtotal Direct Labor Costs

\$ 3,523.75

b) Anticipated Salary Increases

\$ 273.20

**c) Total Direct Labor Costs [(a) + (b)]**

\$ 3,796.95

**INDIRECT COSTS**

d) Fringe Benefits %

52.99%

e) Total Fringe Benefits [(c) x (d)]

\$ 2,012.00

f) Overhead%

55.03%

g) Overhead [(c) x (f)]

\$ 2,089.46

h) General and Administrative%

38.89%

i) Gen &amp; Admin [(c) x (h)]

\$ 1,476.63

**j) Total Indirect Costs [(e) + (g) + (i)]**

\$ 5,578.10

**FIXED FEE (Profit)****k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10%**

\$ 937.51

**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Classification/Title	Quantity	Unit	Unit Cost	Total
Mileage Costs	0	miles	\$ 0.55	\$ -
Equipment Rental and Supplies				\$ -
Permit Fees				\$ -
Plan Sheets	0		\$ 1.00	\$ -
Test				\$ -

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: \_\_\_\_\_

Subconsultant 1: \_\_\_\_\_

Subconsultant 1: \_\_\_\_\_

Subconsultant 1: \_\_\_\_\_

**m) TOTAL SUBCONSULTANTS' COSTS**

\$ -

**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]**

\$ -

**TOTAL COST [(c) + (j) + (k) + (n)]**

\$ 10,312.56

**NOTES:**

- Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.



## Exhibit 10-H

Page 2 of 3

**Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts**  
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

## 1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor		Total Hours per Cost	Avg hourly		<b>4 Year Contract Duration</b>
\$ 3,523.75	/	80	=	\$44.05	Year 1 Avg Hourly Rate

## 2. Calculate hourly rate for all years (Increase the Average hourly rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation		
Year 1	\$44.05	+	5%	=	\$46.25
Year 2	\$46.25	+	5%	=	\$48.56
Year 3	\$48.56	+	5%	=	\$50.99
Year 4	\$50.99	+	5%	=	\$53.54
					Year 2 Avg Hourly Rate
					Year 3 Avg Hourly Rate
					Year 4 Avg Hourly Rate
					Year 5 Avg Hourly Rate

## 3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal	Total Hours per Year	
Year 1	25%	*	80	=	20
Year 2	25%	*	80	=	20
Year 3	25%	*	80	=	20
Year 4	25%	*	80	=	20
Year 5	0%	*	80	=	0
Total	100%			=	80
					Estimated Hours Year 1
					Estimated Hours Year 2
					Estimated Hours Year 3
					Estimated Hours Year 4
					Estimated Hours Year 5

## 4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)	Cost per Year	
Year 1	\$44.05	*	20	= \$	880.94
Year 2	\$46.25	*	20	= \$	924.98
Year 3	\$48.56	*	20	= \$	971.23
Year 4	\$50.99	*	20	= \$	1,019.80
Year 5	\$53.54	*	0	= \$	-
					Estimated Cost Year 1
					Estimated Cost Year 2
					Estimated Cost Year 3
					Estimated Cost Year 4
					Estimated Cost Year 5

Total Direct Labor Cost with Escalation =	\$	3,796.95	
Direct Labor Subtotal before escalation =	\$	3,523.75	
Estimated total of Direct Labor Salary Increase =	\$	273.20	Transfer to Page 1

## NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5yrs= \$25,000 is not an acceptable methodology.)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- Calculations for anticipated salary escalation must be provided

## Exhibit 10-H

Page 3 of 3

**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 actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related
6. [48 Code of Federal Regulations Part 9904](#) - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name:	<u>Russell A. McKay</u>	Title:	<u>CFO</u>
Signature:	<u>[Signature]</u>	Date of Certification (mm/dd/yyyy):	<u>06/19/2018</u>
Email:	<u>rmckay@ppeng.com</u>	Phone Number:	<u>(559) 449-2700</u>
Address:	<u>286 W. Cromwell Ave., Fresno, CA 93711</u>		

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List Services the consultant is providing under the proposed contract:

• Trail Design



## Exhibit 10-H

Page 1 of 3

## Actual Cost-Plus-Fixed Fee or lump sum (Firm Fixed Price) contracts

## (Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

☒ Prime Consultant☐ Subconsultant☒ 2nd Tier Subconsultant

Consultant RRM Design Group

Project No.

Contract No.

Date

3/5/2018

## DIRECT LABOR

Classification/Title	Name	Hours	Range	Actual Hourly Rate	Total
Principal-in-Charge	Mike Sherrod	8		\$ 82.00	\$ 656.00
Project Manager	Brian Hannegan	65		\$ 44.00	\$ 2,860.00
Associate Designer	Rachael Haake	80		\$ 30.00	\$ 2,400.00
Assistant Designer		48		\$ 25.00	\$ 1,200.00
				\$ -	\$ -
				\$ -	\$ -
	TOTAL Hours:	201			

## LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 7,116.00
b) Anticipated Salary Increases	\$ -

c) Total Direct Labor Costs [(a) + (b)] \$ 7,116.00

## INDIRECT COSTS

d) Fringe Benefits %	61.34%	e) Total Fringe Benefits [(c) x (d)]	\$ 4,364.95
f) Overhead%	0.00%	g) Overhead [(c) x (f)]	\$ -
h) General and Administrative%	121.69%	i) Gen & Admin [(c) x (h)]	\$ 8,659.46

j) Total Indirect Costs [(e) + (g) + (i)] \$ 13,024.41

## FIXED FEE (Profit)

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10% \$ 2,014.04

## l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Classification/Title	Quantity	Unit	Unit Cost	Total
Mileage Costs	600	mile	\$ 0.55	\$ 330.00
8.5 x 11 BW prints	300	sheet	\$ 0.20	\$ 60.00
8.5 x 11 Color prints	170	sheet	\$ 1.00	\$ 170.00
11 x 17 BW prints	300	sheet	\$ 0.20	\$ 60.00
11 x 17 Color prints	146	sheet	\$ 1.00	\$ 146.00
Lodging (GSA per diem rates for Fresno)	2	day	\$ 103.00	\$ 206.00
M&IE (GSA per diem rates for Fresno)	2	day	\$ 64.00	\$ 128.00
Plan Sheets 22 X 36 = 6SF/Sheet	100	sheet	\$ 1.00	\$ 100.00
Permit Fees	N/A	N/A	N/A	N/A
Test	N/A	N/A	N/A	N/A

## m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:

Subconsultant 1:

Subconsultant 1:

Subconsultant 1:

m) TOTAL SUBCONSULTANTS' COSTS \$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$ 1,200.00

TOTAL COST [(c) + (j) + (k) + (n)] \$ 23,354.46

## NOTES:

- Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

## Exhibit 10-H

Page 2 of 3

**Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts**  
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

**1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal per Cost	Total Hours per Cost Proposal	Avg Hourly Rate	<b>4 Year Contract Duration</b>
\$ 7,116.00 /	201	= \$35.40	Year 1 Avg Hourly Rate

**2. Calculate hourly rate for all years (Increase the Average hourly rate for a year by proposed escalation %)**

	Avg Hourly Rate		Proposed Escalation		
Year 1	\$35.40	+	5%	=	\$37.17
Year 2	\$37.17	+	5%	=	\$39.03
Year 3	\$39.03	+	5%	=	\$40.98
Year 4	\$40.98	+	5%	=	\$43.03
					Year 2 Avg Hourly Rate
					Year 3 Avg Hourly Rate
					Year 4 Avg Hourly Rate
					Year 5 Avg Hourly Rate

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

	Estimated % Completed Each Year		Total Hours per Cost Proposal	Total Hours per Year	
Year 1	100%	*	201	=	201
Year 2	0%	*	201	=	0
Year 3	0%	*	201	=	0
Year 4	0%	*	201	=	0
Year 5	0%	*	201	=	0
Total	100%			=	201
					Estimated Hours Year 1
					Estimated Hours Year 2
					Estimated Hours Year 3
					Estimated Hours Year 4
					Estimated Hours Year 5

**4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)**

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)	Cost per Year	
Year 1	\$35.40	*	201	= \$ 7,116.00	Estimated Cost Year 1
Year 2	\$37.17	*	0	= \$ -	Estimated Cost Year 2
Year 3	\$39.03	*	0	= \$ -	Estimated Cost Year 3
Year 4	\$40.98	*	0	= \$ -	Estimated Cost Year 4
Year 5	\$43.03	*	0	= \$ -	Estimated Cost Year 5

Total Direct Labor Cost with Escalation =	\$ 7,116.00
Direct Labor Subtotal before escalation =	\$ 7,116.00
Estimated total of Direct Labor Salary Increase =	\$ -

Transfer to Page 1

**NOTES:**

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.  
(i.e. \$250,000 x 2% x 5yrs= \$25,000 is not an acceptable methodology.)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- Calculations for anticipated salary escalation must be provided

## Exhibit 10-H

Page 3 of 3

**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 actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related
6. [48 Code of Federal Regulations Part 9904](#) - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: Mike Sherrod Title: Vice President  
 Signature:  Date of Certification (mm/dd/yyyy): 3/14/2018  
 Email: [mssherrod@rrmdesign.com](mailto:mssherrod@rrmdesign.com) Phone Number: (949) 361-7950  
 Address: 32332 Camino Capistrano, Ste. 205, San Juan Capistrano, CA 92675

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List Services the consultant is providing under the proposed contract:

Trail and roadway design, graphic exhibit development, and technical drawings.

## Optional Task 2

### Hydrology



## Exhibit 10-H1 Cost Proposal

Page 1 of 3

## Actual Cost-Plus-Fixed Fee or lump sum (Firm Fixed Price) contracts

## OPTIONAL TASK 2 - HYDROLOGY

Note: Mark-ups are Not Allowed ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant Cornerstone Structural Engineering Group

Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_

Date 10/16/2018

Project Name: North Fork over San Joaquin River Bridge Replacement Project

## DIRECT LABOR

Classification/Title	Name	Hours	Range	Actual Hourly Rate	Total
Principal	T. Goolkasian*	0	65.00 - 80.00	\$ 75.72	\$ -
Engineering Manager	S. Cullers*	1	45.00 - 60.00	\$ 54.81	\$ 54.81
Senior Engineer	M. Weaver*	2	40.00 - 55.00	\$ 45.58	\$ 91.16
Staff Engineer		0	35.00 - 45.00	\$ 36.92	\$ -
Structure Designer		0	30.00 - 40.00	\$ 32.31	\$ -
Principal	T. Swayze*	0	65.00 - 80.00	\$ 74.51	\$ -
Project Engineer	N. Zermeno*	0	40.00 - 50.00	\$ 43.85	\$ -
Staff Engineer		0	35.00 - 45.00	\$ 36.92	\$ -
	TOTAL Hours:	3			

## LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 145.97
b) Anticipated Salary Increases	\$ -

c) Total Direct Labor Costs [(a) + (b)] \$ 145.97

## INDIRECT COSTS

d) Fringe Benefits %	81.21%	e) Total Fringe Benefits [(c) x (d)]	\$ 118.54
f) Overhead%	31.26%	g) Overhead [(c) x (f)]	\$ 45.63
h) General and Administrative%	59.02%	i) Gen & Admin [(c) x (h)]	\$ 86.15

j) Total Indirect Costs [(e) + (g) + (i)] \$ 250.32

FIXED FEE (Profit) k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10% \$ 39.63

## I) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Classification/Title	Quantity	Unit	Unit Cost	Total
Mileage Costs			\$	-
Equipment Rental and Supplies			\$	-
Permit Fees			\$	-
Plan Sheets			\$	-
Test			\$	-

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: Provost & Pritchard	\$ -
Subconsultant 2: Parikh	\$ -
Subconsultant 3: Avila & Associates	\$ 5,331.00
Subconsultant 4: RRM	\$ -
Subconsultant 5: Yamabe & Horn	\$ -
m) TOTAL SUBCONSULTANTS' COSTS	\$ 5,331.00

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$ 5,331.00

TOTAL COST [(c) + (j) + (k) + (n)] \$ 5,766.92

## NOTES:

- Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

## Page 2 of 3

## OPTIONAL TASK 2 - HYDROLOGY

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Project Name: North Fork over San Joaquin River Bridge Replacement Project

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor			
Subtotal per Cost	Total Hours per Cost	Avg Hourly	<b>4 Year Contract Duration</b>
Proposal	Proposal	Rate	
\$ 145.97 /	3	\$48.66	
			Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average hourly rate for a year by proposed escalation %)

Avg Hourly Rate		Proposed Escalation		
Year 1	\$48.66	+	5%	\$51.09
Year 2	\$51.09	+	5%	\$53.64
Year 3	\$53.64	+	5%	\$56.33
Year 4	\$56.33	+	5%	\$59.14

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

	Estimated % Completed Each Year		Total Hours per Cost Proposal	Total Hours per Year	
Year 1	100%	*	3	3	Estimated Hours Year 1
Year 2	0%	*	3	0	Estimated Hours Year 2
Year 3	0%	*	3	0	Estimated Hours Year 3
Year 4	0%	*	3	0	Estimated Hours Year 4
Year 5	0%	*	3	0	Estimated Hours Year 5
Total	<u>100%</u>			<u>3</u>	

**4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)**

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)	Cost per Year	
Year 1	\$48.66	*	3	\$ 145.97	Estimated Cost Year 1
Year 2	\$51.09	*	0	\$ -	Estimated Cost Year 2
Year 3	\$53.64	*	0	\$ -	Estimated Cost Year 3
Year 4	\$56.33	*	0	\$ -	Estimated Cost Year 4
Year 5	\$59.14	*	0	\$ -	Estimated Cost Year 5

Direct Labor Subtotal before escalation	\$	145.97
---	----	--------

Estimated total of Direct Labor Salary Increase      \$                      -                      Transfer to Page 1

NOTES:

- breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- Calculations for anticipated salary escalation must be provided

## Exhibit 10-H

Page 3 of 3

## OPTIONAL TASK 2 - HYDROLOGY

**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 actual,

1. Generally Accepted Accounting Principles (GAAP)

2. Terms and conditions of the contract

3. [Title 23 United States Code Section 112](#) - Letting of Contracts

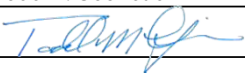
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures

5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service

6. [48 Code of Federal Regulations Part 9904](#) - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name:	<u>Todd M. Goolkasian</u>	Title:	<u>President</u>
Signature:		Date of Certification (mm/dd/yyyy):	<u>10/16/2018</u>
Email:	<u><a href="mailto:tgoolkasian@cseg.com">tgoolkasian@cseg.com</a></u>	Phone Number:	<u>559-320-3200</u>
Address:	<u>986 W. Alluvial Ave., Suite 201, Fresno, CA 93711</u>		

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List Services the consultant is providing under the proposed contract:

See Scope of Services

## EXHIBIT 10-H COST PROPOSAL Page 1 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING, AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

**Consultant:** Avila & Associates (DBE) **Prime Consultant** **X Subconsultant** **2nd Tier Subconsultant**  
**Project No.** \_\_\_\_\_ **Contract No.** \_\_\_\_\_ **Date:** 10/16/2018  
**Direct Labor**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	Cathy Avila*	0	\$87.96	\$0.00
Hydraulic Engineer	Todd Remington	2	\$62.73	\$125.46
GIS Lead	Kerry Wilcox	0	\$45.00	\$0.00
Technical Editor	Rachel Spadafore	0	\$60.35	\$0.00
Junior Engineer	Holly Callahan	2	\$35.00	\$70.00
Total		4.0		\$195.46

**LABOR COSTS**

a) Subtotal Direct Labor Costs \$195.46  
 b) Anticipated Salary Increases \$7.71  
 c) **TOTAL DIRECT LABOR COSTS** [(a)+(b)] \$203.17

**INDIRECT COSTS**

d) Fringe Benefits (Rate): 39.69% e) Total Fringe Benefits [(c) × (d)] \$80.64  
 f) Overhead (Rate): 16.76% g) Overhead [(c) × (f)] \$34.05  
 h) General and Administrative (Rate) 56.32% i) Gen & Admin [(c) × (h)] \$114.43  
 j) **TOTAL INDIRECT COSTS** [(e) +(g) + (i)] \$229.12

**FIXED FEE** k) **TOTAL FIXED PROFIT** **10%**  
 [(c) + (j)] × Fixed Fee \$43.23

**CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description	Quantity	Unit	Unit Cost	Total
Travel/Mileage Costs (supported by Consultant actual cost)	0	miles	\$0.55	\$0.00
Equipment Rental and Supplies (GPS unit per day)	0		\$250.00	\$0.00
Permit Fees (itemize), Plan Sheets (each), Test Holes (each), etc.	0		\$0.00	\$0.00
Subconsultant Costs (attach detailed cost proposal in same	0		\$0.00	\$0.00

l) **TOTAL OTHER DIRECT COSTS** \$0.00**SUBCONSULTANT'S COSTS (add additional pages if necessary)**

m) Subconsultant 1: River Focus \$4,855.00  
 Subconsultant 2: \_\_\_\_\_  
 Subconsultant 3: \_\_\_\_\_  
 Tier Subconsultant 4: \_\_\_\_\_  
 m) **TOTAL 2nd TIER SUBCONSULTANT'S COSTS** \$4,855.00  
 n) **TOTAL OTHER DIRECT COSTS INCLUDING 2nd TIER SUBCONSULTANTS** [(l) + (m)] \$4,855  
**TOTAL COST** [(c) + (j) + (k) + (n)] \$5,331

**NOTES:**

- Key Personnel **must** be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognized agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

## Cost Proposal

**EXHIBIT 10-H COST PROPOSAL** Page 2 of 3**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divid 10/16/2018**

Direct Labor <u>Subtotal</u> per Cost Proposal \$195.46	Total Hours per Cost Proposal 4	Avg Hourly Rate \$48.87	5 Year Contract Duration Year 1 Avg Hourly Rate
---	---------------------------------------	-------------------------------	---

**2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proj**

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$48.87	+	3.00%	=	\$50.33	Year 2 Avg Hourly Rate
Year 2	\$50.33	+	3.00%	=	\$51.84	Year 3 Avg Hourly Rate
Year 3	\$51.84	+	3.00%	=	\$53.40	Year 4 Avg Hourly Rate
Year 4	\$53.40	+	3.00%	=	\$55.00	Year 5 Avg Hourly Rate

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	10.00%	*	4.0	=	0.4	Estimated Hours Year 1
Year 2	60.00%	*	4.0	=	2.4	Estimated Hours Year 2
Year 3	20.00%	*	4.0	=	0.8	Estimated Hours Year 3
Year 4	10.00%	*	4.0	=	0.4	Estimated Hours Year 4
Year 5	0.00%	*	4.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	4.0	

**4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the numb**

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$48.87	*	0.4	=	\$19.55	Estimated Hours Year 1
Year 2	\$50.33	*	2.4	=	\$120.79	Estimated Hours Year 2
Year 3	\$51.84	*	0.8	=	\$41.47	Estimated Hours Year 3
Year 4	\$53.40	*	0.4	=	\$21.36	Estimated Hours Year 4
Year 5	\$55.00	*	0.0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$203.17	
	Direct Labor Subtotal before Escalation			=	\$195.46	
	Estimated total of Direct Labor Salary			=	\$7.71	Transfer to Page 1

## NOTES:

This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.

An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.  
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)

This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

## Local Assistance Procedures Manual

EXHIBIT 10-H1  
Cost Proposal

## EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

**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 actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: Catherine M.C. Avila

Title\*: President

Signature: 

Date of Certification (mm/dd/yyyy): 10/16/2018

Email: [cavila@avilaassociates](mailto:cavila@avilaassociates)

Phone Number: 925-673-0549

Address: 712 Bancroft Road #333, Walnut Creek, CA 94598

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

2. Hydrology

**EXHIBIT 10-H COST PROPOSAL** Page 1 of 3  
**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
 (DESIGN, ENGINEERING, AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant: River Focus, Inc. ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant  
 Project No. \_\_\_\_\_ Contract No. TBD Date: 9/11/2018  
 Direct Labor

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager*	A. Jake Gusman	10.0	\$64.24	\$642.40
Senior Hydrologist	Darren Bertrand	16.5	\$63.75	\$1,051.88
Total		26.5		\$1,694.28

**LABOR COSTS**

a) Subtotal Direct Labor Costs \$1,694.28  
 b) Anticipated Salary Increases \_\_\_\_\_  
 c) **TOTAL DIRECT LABOR COSTS** [(a)+(b)] \$1,694.28

**INDIRECT COSTS**

d) Fringe Benefits (Rate): 63.10% e) Total Fringe Benefits [(c) × (d)] \$1,069.09  
 f) Overhead (Rate): 97.40% g) Overhead [(c) × (f)] \$1,650.22  
 h) General and Administrative (Rate): \_\_\_\_\_ i) Gen & Admin [(c) × (h)] \_\_\_\_\_  
 j) **TOTAL INDIRECT COSTS** [(e) +(g) + (i)] \$2,719.31

**FIXED FEE** **TOTAL FIXED PROFIT** **10%**  
 k) [(c) + (j)] × Fixed Fee \$441.36

l) **CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description	Quantity	Unit	Unit Cost	Total

l) **TOTAL OTHER DIRECT COSTS** \_\_\_\_\_

m) **SUBCONSULTANT'S COSTS (add additional pages if necessary)**

Subconsultant 1: \_\_\_\_\_  
 Subconsultant 2: \_\_\_\_\_  
 Subconsultant 3: \_\_\_\_\_  
 Tier Subconsultant 4: \_\_\_\_\_

m) **TOTAL 2nd TIER SUBCONSULTANT'S COSTS** \_\_\_\_\_

n) **TOTAL OTHER DIRECT COSTS INCLUDING 2nd TIER SUBCONSULTANTS** [(l) + (m)] \_\_\_\_\_

**TOTAL COST** [(c) + (j) + (k) + (n)] \$4,855

**NOTES:**

- Key Personnel **must** be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal Cost Principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognized agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

**EXHIBIT 10-H COST PROPOSAL** Page 2 of 3  
**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours) #REF!**

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$1,694.28	27	=	\$63.93	Year 1 Avg Hourly Rate

**2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)**

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$63.93	+	2.50%	=	\$65.53	Year 2 Avg Hourly Rate
Year 2	\$65.53	+	2.50%	=	\$67.17	Year 3 Avg Hourly Rate
Year 3	\$67.17	+	2.50%	=	\$68.85	Year 4 Avg Hourly Rate
Year 4	\$68.85	+	2.50%	=	\$70.57	Year 5 Avg Hourly Rate

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	26.5	=	26.5	Estimated Hours Year 1
Year 2		*	26.5	=		Estimated Hours Year 2
Year 3		*	26.5	=		Estimated Hours Year 3
Year 4		*	26.5	=		Estimated Hours Year 4
Year 5		*	26.5	=		Estimated Hours Year 5
Total	100%		Total	=	26.5	

**4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)**

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$63.93	*	26.5	=	\$1,694.28	Estimated Hours Year 1
Year 2	\$65.53	*		=		Estimated Hours Year 2
Year 3	\$67.17	*		=		Estimated Hours Year 3
Year 4	\$68.85	*		=		Estimated Hours Year 4
Year 5	\$70.57	*		=		Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$1,694.28	
	Direct Labor Subtotal before Escalation			=	\$1,694.28	
	Estimated total of Direct Labor Salary Increase			=		Transfer to Page 1

**NOTES:**

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.



## EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

**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 actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

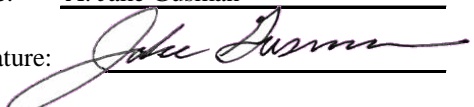
1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: A. Jake Gusman Title\*: President

Signature:  Date of Certification (mm/dd/yyyy): 9/11/2018

Email: [jgusman@riverfocus.com](mailto:jgusman@riverfocus.com) Phone Number: 619-457-3119

Address: 931 Madison Ave., La Mesa, CA

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Water resources engineering, hydrology, hydraulics, FEMA coordination

# Optional Task 3

## CVFPB Variance

## Exhibit 10-H1 Cost Proposal

Page 1 of 3

## Actual Cost-Plus-Fixed Fee or lump sum (Firm Fixed Price) contracts

## OPTIONAL TASK 3 - CVFPB VARIANCE

Note: Mark-ups are Not Allowed ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant Cornerstone Structural Engineering Group

Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_

Date 10/16/2018

Project Name: North Fork over San Joaquin River Bridge Replacement Project

## DIRECT LABOR

Classification/Title	Name	Hours	Range	Actual Hourly Rate	Total
Principal	T. Goolkasian*	0	65.00 - 80.00	\$ 75.72	\$ -
Engineering Manager	S. Cullers*	2	45.00 - 60.00	\$ 54.81	\$ 109.62
Senior Engineer	M. Weaver*	4	40.00 - 55.00	\$ 45.58	\$ 182.32
Staff Engineer		0	35.00 - 45.00	\$ 36.92	\$ -
Structure Designer		0	30.00 - 40.00	\$ 32.31	\$ -
Principal	T. Swayze*	0	65.00 - 80.00	\$ 74.51	\$ -
Project Engineer	N. Zermeno*	0	40.00 - 50.00	\$ 43.85	\$ -
Staff Engineer		0	35.00 - 45.00	\$ 36.92	\$ -
	TOTAL Hours:	6			

## LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 291.94
b) Anticipated Salary Increases	\$ 47.95

c) Total Direct Labor Costs [(a) + (b)] \$ 339.89

## INDIRECT COSTS

d) Fringe Benefits %	81.21%	e) Total Fringe Benefits [(c) x (d)]	\$ 276.02
f) Overhead%	31.26%	g) Overhead [(c) x (f)]	\$ 106.25
h) General and Administrative%	59.02%	i) Gen & Admin [(c) x (h)]	\$ 200.60

j) Total Indirect Costs [(e) + (g) + (i)] \$ 582.87

FIXED FEE (Profit) k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10% \$ 92.28

## I) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Classification/Title	Quantity	Unit	Unit Cost	Total
Mileage Costs			\$	-
Equipment Rental and Supplies			\$	-
Permit Fees			\$	-
Plan Sheets			\$	-
Test			\$	-

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: Provost & Pritchard	\$ -
Subconsultant 2: Parikh	\$ -
Subconsultant 3: Avila & Associates	\$ 5,436.00
Subconsultant 4: RRM	\$ -
Subconsultant 5: Yamabe & Horn	\$ -
m) TOTAL SUBCONSULTANTS' COSTS	\$ 5,436.00

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(I)+(m)] \$ 5,436.00

TOTAL COST [(c) + (j) + (k) + (n)] \$ 6,451.04

## NOTES:

- Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

## Page 2 of 3

### OPTIONAL TASK 3 - CVFPB VARIANCE

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Project Name: North Fork over San Joaquin River Bridge Replacement Project

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor	Total Hours per Cost	Avg Hourly	<b>4 Year Contract Duration</b>
Subtotal per Cost	Proposal	Rate	
Proposal			
\$ 291.94 /	6	\$48.66	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average hourly rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation		
Year 1	\$48.66	+	5%	\$51.09	Year 2 Avg Hourly Rate
Year 2	\$51.09	+	5%	\$53.64	Year 3 Avg Hourly Rate
Year 3	\$53.64	+	5%	\$56.33	Year 4 Avg Hourly Rate
Year 4	\$56.33	+	5%	\$59.14	Year 5 Avg Hourly Rate

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

	Estimated % Completed Each Year		Total Hours per Cost Proposal	Total Hours per Year	
Year 1	0%	*	6	0	Estimated Hours Year 1
Year 2	0%	*	6	0	Estimated Hours Year 2
Year 3	30%	*	6	2	Estimated Hours Year 3
Year 4	30%	*	6	2	Estimated Hours Year 4
Year 5	40%	*	6	2	Estimated Hours Year 5
Total	<u>100%</u>			<u>6</u>	

**4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)**

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)	Cost per Year	
Year 1	\$48.66	*	0	\$	- Estimated Cost Year 1
Year 2	\$51.09	*	0	\$	- Estimated Cost Year 2
Year 3	\$53.64	*	2	\$	96.56 Estimated Cost Year 3
Year 4	\$56.33	*	2	\$	101.39 Estimated Cost Year 4
Year 5	\$59.14	*	2	\$	141.94 Estimated Cost Year 5

Direct Labor Subtotal before escalation	\$	291.94
---	----	--------

Estimated total of Direct Labor Salary Increase	\$	47.95	Transfer to Page 1
---	----	-------	--------------------

NOTES:

- breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- Calculations for anticipated salary escalation must be provided

## Exhibit 10-H

Page 3 of 3

## OPTIONAL TASK 3 - CVFPB VARIANCE

**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 actual,

1. Generally Accepted Accounting Principles (GAAP)

2. Terms and conditions of the contract

3. [Title 23 United States Code Section 112](#) - Letting of Contracts

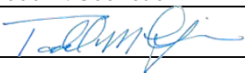
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures

5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service

6. [48 Code of Federal Regulations Part 9904](#) - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name:	<u>Todd M. Goolkasian</u>	Title:	<u>President</u>
Signature:		Date of Certification (mm/dd/yyyy):	<u>10/16/2018</u>
Email:	<u><a href="mailto:tgoolkasian@cseg.com">tgoolkasian@cseg.com</a></u>	Phone Number:	<u>559-320-3200</u>
Address:	<u>986 W. Alluvial Ave., Suite 201, Fresno, CA 93711</u>		

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List Services the consultant is providing under the proposed contract:

See Scope of Services



**EXHIBIT 10-H COST PROPOSAL** Page 2 of 3  
**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by 2018)**

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
\$2,189.70	34	\$64.40	Year 1 Avg Hourly Rate

**2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed)**

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$64.40	+	3.00%	=	\$66.34	Year 2 Avg Hourly Rate
Year 2	\$66.34	+	3.00%	=	\$68.33	Year 3 Avg Hourly Rate
Year 3	\$68.33	+	3.00%	=	\$70.37	Year 4 Avg Hourly Rate
Year 4	\$70.37	+	3.00%	=	\$72.49	Year 5 Avg Hourly Rate

**3. Calculate estimated hours per year (Multiply estimated % each year by total hours)**

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	10.00%	*	34.0	=	3.4	Estimated Hours Year 1
Year 2	60.00%	*	34.0	=	20.4	Estimated Hours Year 2
Year 3	20.00%	*	34.0	=	6.8	Estimated Hours Year 3
Year 4	10.00%	*	34.0	=	3.4	Estimated Hours Year 4
Year 5	0.00%	*	34.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	34.0	

**4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)**

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$64.40	*	3.4	=	\$218.97	Estimated Hours Year 1
Year 2	\$66.34	*	20.4	=	\$1,353.23	Estimated Hours Year 2
Year 3	\$68.33	*	6.8	=	\$464.61	Estimated Hours Year 3
Year 4	\$70.37	*	3.4	=	\$239.27	Estimated Hours Year 4
Year 5	\$72.49	*	0.0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$2,276.09	
Direct Labor Subtotal before Escalation				=	\$2,189.70	
Estimated total of Direct Labor Salary				=	<b>\$86.39</b>	Transfer to Page 1

**NOTES:**

This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.

An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)

This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

## Local Assistance Procedures Manual

EXHIBIT 10-H1  
Cost Proposal

## EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

**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 actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: Catherine M.C. Avila

Title\*: President

Signature: 

Date of Certification (mm/dd/yyyy): 10/16/2018

Email: [cavila@avilaassociates](mailto:cavila@avilaassociates)

Phone Number: 925-673-0549

Address: 712 Bancroft Road #333, Walnut Creek, CA 94598

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

3. Central Valley Flood Protection Board Variance



## Optional Task 4

### Additional Meeting Attendance (Per Meeting)

## Exhibit 10-H1 Cost Proposal

Page 1 of 3

## Actual Cost-Plus-Fixed Fee or lump sum (Firm Fixed Price) contracts

## OPTIONAL TASK 4 - ADDITIONAL MEETING ATTENDANCE (PER MEETING)

Note: Mark-ups are Not Allowed ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant Cornerstone Structural Engineering Group

Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_

Date 10/16/2018

Project Name: North Fork over San Joaquin River Bridge Replacement Project

## DIRECT LABOR

Classification/Title	Name	Hours	Range	Actual Hourly Rate	Total
Principal	T. Goolkasian*	1	65.00 - 80.00	\$ 75.72	\$ 75.72
Engineering Manager	S. Cullers*	2	45.00 - 60.00	\$ 54.81	\$ 109.62
Senior Engineer	M. Weaver*	2	40.00 - 55.00	\$ 45.58	\$ 91.16
Staff Engineer		3	35.00 - 45.00	\$ 36.92	\$ 110.76
Structure Designer		0	30.00 - 40.00	\$ 32.31	\$ -
Principal	T. Swayze*	0	65.00 - 80.00	\$ 74.51	\$ -
Project Engineer	N. Zermeno*	0	40.00 - 50.00	\$ 43.85	\$ -
Staff Engineer		0	35.00 - 45.00	\$ 36.92	\$ -
	TOTAL Hours:	8			

## LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 387.26
b) Anticipated Salary Increases	\$ 83.46

c) Total Direct Labor Costs [(a) + (b)] \$ 470.72

## INDIRECT COSTS

d) Fringe Benefits %	81.21%	e) Total Fringe Benefits [(c) x (d)]	\$ 382.27
f) Overhead%	31.26%	g) Overhead [(c) x (f)]	\$ 147.15
h) General and Administrative%	59.02%	i) Gen & Admin [(c) x (h)]	\$ 277.82

j) Total Indirect Costs [(e) + (g) + (i)] \$ 807.23

## FIXED FEE (Profit)

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10% \$ 127.79

## I) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Classification/Title	Quantity	Unit	Unit Cost	Total
Mileage Costs			\$	-
Equipment Rental and Supplies			\$	-
Permit Fees			\$	-
Plan Sheets			\$	-
Test			\$	-

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: Provost & Pritchard	\$ -
Subconsultant 2: Parikh	\$ -
Subconsultant 3: Avila & Associates	\$ -
Subconsultant 4: RRM	\$ -
Subconsultant 5: Yamabe & Horn	\$ -
m) TOTAL SUBCONSULTANTS' COSTS	\$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$ -

TOTAL COST [(c) + (j) + (k) + (n)] \$ 1,405.74

## NOTES:

- Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

## Exhibit 10-H1 Cost Proposal

Page 2 of 3

**Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts**  
**OPTIONAL TASK 4 - ADDITIONAL MEETING ATTENDANCE (PER MEETING)**  
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant Cornerstone Structural Engineering Group  
 Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_ Date 10/16/2018  
 Project Name: North Fork over San Joaquin River Bridge Replacement Project

**1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	<b>4 Year Contract Duration</b>
\$ 387.26 /	8	\$48.41	Year 1 Avg Hourly Rate

**2. Calculate hourly rate for all years (Increase the Average hourly rate for a year by proposed escalation %)**

	Avg Hourly Rate		Proposed Escalation		
Year 1	\$48.41	+	5%	\$50.83	Year 2 Avg Hourly Rate
Year 2	\$50.83	+	5%	\$53.37	Year 3 Avg Hourly Rate
Year 3	\$53.37	+	5%	\$56.04	Year 4 Avg Hourly Rate
Year 4	\$56.04	+	5%	\$58.84	Year 5 Avg Hourly Rate

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

	Estimated % Completed Each Year		Total Hours per Cost Proposal	Total Hours per Year	
Year 1	0%	*	8	0	Estimated Hours Year 1
Year 2	0%	*	8	0	Estimated Hours Year 2
Year 3	0%	*	8	0	Estimated Hours Year 3
Year 4	0%	*	8	0	Estimated Hours Year 4
Year 5	100%	*	8	8	Estimated Hours Year 5
Total	100%			8	

**4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)**

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)	Cost per Year	
Year 1	\$48.41	*	0	\$ -	Estimated Cost Year 1
Year 2	\$50.83	*	0	\$ -	Estimated Cost Year 2
Year 3	\$53.37	*	0	\$ -	Estimated Cost Year 3
Year 4	\$56.04	*	0	\$ -	Estimated Cost Year 4
Year 5	\$58.84	*	8	\$ 470.72	Estimated Cost Year 5
Total Direct Labor Cost with Escalation				\$ 470.72	
Direct Labor Subtotal before escalation				\$ 387.26	
Estimated total of Direct Labor Salary Increase				\$ 83.46	Transfer to Page 1

## NOTES:

- breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- Calculations for anticipated salary escalation must be provided

## Exhibit 10-H

Page 3 of 3

## OPTIONAL TASK 4 - ADDITIONAL MEETING ATTENDANCE (PER MEETING)

**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 actual,

1. Generally Accepted Accounting Principles (GAAP)

2. Terms and conditions of the contract

3. [Title 23 United States Code Section 112](#) - Letting of Contracts

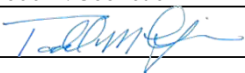
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures

5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service

6. [48 Code of Federal Regulations Part 9904](#) - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name:	<u>Todd M. Goolkasian</u>	Title:	<u>President</u>
Signature:		Date of Certification (mm/dd/yyyy):	<u>10/16/2018</u>
Email:	<u><a href="mailto:tgoolkasian@cseg.com">tgoolkasian@cseg.com</a></u>	Phone Number:	<u>559-320-3200</u>
Address:	<u>986 W. Alluvial Ave., Suite 201, Fresno, CA 93711</u>		

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List Services the consultant is providing under the proposed contract:

See Scope of Services

## Optional Task 5

### Incorporation of Bat Habitat

## Exhibit 10-H1 Cost Proposal

Page 1 of 3

## Actual Cost-Plus-Fixed Fee or lump sum (Firm Fixed Price) contracts

## OPTIONAL TASK 5 - INCORPORATION OF BAT HABITAT

Note: Mark-ups are Not Allowed ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier SubconsultantConsultant Cornerstone Structural Engineering Group

Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_

Date 10/16/2018Project Name: North Fork over San Joaquin River Bridge Replacement Project

## DIRECT LABOR

Classification/Title	Name	Hours	Range	Actual Hourly Rate	Total
Principal	T. Goolkasian*	2	65.00 - 80.00	\$ 75.72	\$ 151.44
Engineering Manager	S. Cullers*	4	45.00 - 60.00	\$ 54.81	\$ 219.24
Senior Engineer	M. Weaver*	8	40.00 - 55.00	\$ 45.58	\$ 364.64
Staff Engineer		40	35.00 - 45.00	\$ 36.92	\$ 1,476.80
Structure Designer		80	30.00 - 40.00	\$ 32.31	\$ 2,584.80
Principal	T. Swayze*	8	65.00 - 80.00	\$ 74.51	\$ 596.08
Project Engineer	N. Zermeno*	24	40.00 - 50.00	\$ 43.85	\$ 1,052.40
Staff Engineer		0	35.00 - 45.00	\$ 36.92	\$ -
	TOTAL Hours:	166			

## LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 6,445.40
b) Anticipated Salary Increases	\$ 604.74

c) Total Direct Labor Costs [(a) + (b)] \$ 7,050.14

## INDIRECT COSTS

d) Fringe Benefits %	81.21%	e) Total Fringe Benefits [(c) x (d)]	\$ 5,725.42
f) Overhead%	31.26%	g) Overhead [(c) x (f)]	\$ 2,203.87
h) General and Administrative%	59.02%	i) Gen & Admin [(c) x (h)]	\$ 4,160.99

j) Total Indirect Costs [(e) + (g) + (i)] \$ 12,090.29

FIXED FEE (Profit) k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10% \$ 1,914.04

## I) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Classification/Title	Quantity	Unit	Unit Cost	Total
Mileage Costs			\$	-
Equipment Rental and Supplies			\$	-
Permit Fees			\$	-
Plan Sheets			\$	-
Test			\$	-

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: Provost & Pritchard	\$ -
Subconsultant 2: Parikh	\$ -
Subconsultant 3: Avila & Associates	\$ -
Subconsultant 4: RRM	\$ -
Subconsultant 5: Yamabe & Horn	\$ -
m) TOTAL SUBCONSULTANTS' COSTS	\$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$ -

TOTAL COST [(c) + (j) + (k) + (n)] \$ 21,054.48

## NOTES:

- Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

## Exhibit 10-H1 Cost Proposal

Page 2 of 3

**Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts**  
**OPTIONAL TASK 5 - INCORPORATION OF BAT HABITAT**  
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant Cornerstone Structural Engineering Group  
 Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_ Date 10/16/2018  
 Project Name: North Fork over San Joaquin River Bridge Replacement Project

**1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor		Total Hours per Cost	Avg Hourly	<b>4 Year Contract Duration</b>
Subtotal per Cost		Proposal	Rate	
\$ <u>6,445.40</u>	/	<u>166</u>	<u>\$38.83</u>	
				Year 1 Avg Hourly Rate

**2. Calculate hourly rate for all years (Increase the Average hourly rate for a year by proposed escalation %)**

	Avg Hourly Rate		Proposed Escalation		
Year 1	\$38.83	+	5%	\$40.77	Year 2 Avg Hourly Rate
Year 2	\$40.77	+	5%	\$42.81	Year 3 Avg Hourly Rate
Year 3	\$42.81	+	5%	\$44.95	Year 4 Avg Hourly Rate
Year 4	\$44.95	+	5%	\$47.20	Year 5 Avg Hourly Rate

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

	Completed Each		per Cost	Total Hours per	
	Year		Proposal	Year	
Year 1	20%	*	166	33	Estimated Hours Year 1
Year 2	20%	*	166	33	Estimated Hours Year 2
Year 3	30%	*	166	50	Estimated Hours Year 3
Year 4	20%	*	166	33	Estimated Hours Year 4
Year 5	10%	*	166	17	Estimated Hours Year 5
Total	<u>100%</u>			<u>166</u>	

**4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)**

	Avg Hourly Rate		Estimated		
	(calculated above)		hours	Cost per Year	
			(calculated above)		
Year 1	\$38.83	*	33	\$ 1,289.08	Estimated Cost Year 1
Year 2	\$40.77	*	33	\$ 1,353.53	Estimated Cost Year 2
Year 3	\$42.81	*	50	\$ 2,131.82	Estimated Cost Year 3
Year 4	\$44.95	*	33	\$ 1,492.27	Estimated Cost Year 4
Year 5	\$47.20	*	17	\$ 783.44	Estimated Cost Year 5
Total Direct Labor Cost with Escalation				\$ 7,050.14	
Direct Labor Subtotal before escalation				\$ 6,445.40	
Estimated total of Direct Labor Salary Increase				\$ 604.74	Transfer to Page 1

**NOTES:**

- breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- Calculations for anticipated salary escalation must be provided

## Exhibit 10-H

Page 3 of 3

## OPTIONAL TASK 5 - INCORPORATION OF BAT HABITAT

**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 actual,

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904](#) - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: Todd M. Goolkasian Title: President

Signature:  Date of Certification (mm/dd/yyyy): 10/16/2018

Email: [tgoolkasian@cseg.com](mailto:tgoolkasian@cseg.com) Phone Number: 559-320-3200

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

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List Services the consultant is providing under the proposed contract:

See Scope of Services



# Optional Task 6

## Certified Access Specialist Certification

## Exhibit 10-H1 Cost Proposal

Page 1 of 3

## Actual Cost-Plus-Fixed Fee or lump sum (Firm Fixed Price) contracts

## OPTIONAL TASK 6 - CERTIFIED ACCESS SPECIALIST CERTIFICATION

Note: Mark-ups are Not Allowed ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant Cornerstone Structural Engineering Group

Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_

Date 10/16/2018

Project Name: North Fork over San Joaquin River Bridge Replacement Project

## DIRECT LABOR

Classification/Title	Name	Hours	Range	Actual Hourly Rate	Total
Principal	T. Goolkasian*	0	65.00 - 80.00	\$ 75.72	\$ -
Engineering Manager	S. Cullers*	3	45.00 - 60.00	\$ 54.81	\$ 164.43
Senior Engineer	M. Weaver*	6	40.00 - 55.00	\$ 45.58	\$ 273.48
Staff Engineer		4	35.00 - 45.00	\$ 36.92	\$ 147.68
Structure Designer		0	30.00 - 40.00	\$ 32.31	\$ -
Principal	T. Swayze*	0	65.00 - 80.00	\$ 74.51	\$ -
Project Engineer	N. Zermeno*	0	40.00 - 50.00	\$ 43.85	\$ -
Staff Engineer		0	35.00 - 45.00	\$ 36.92	\$ -
	TOTAL Hours:	13			

## LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 585.59
b) Anticipated Salary Increases	\$ 88.34

c) Total Direct Labor Costs [(a) + (b)] \$ 673.93

## INDIRECT COSTS

d) Fringe Benefits %	81.21%	e) Total Fringe Benefits [(c) x (d)]	\$ 547.30
f) Overhead%	31.26%	g) Overhead [(c) x (f)]	\$ 210.67
h) General and Administrative%	59.02%	i) Gen & Admin [(c) x (h)]	\$ 397.75

j) Total Indirect Costs [(e) + (g) + (i)] \$ 1,155.72

## FIXED FEE (Profit)

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10% \$ 182.96

## I) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Classification/Title	Quantity	Unit	Unit Cost	Total
Mileage Costs			\$	-
Equipment Rental and Supplies			\$	-
Permit Fees			\$	-
Plan Sheets			\$	-
Test			\$	-

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: Provost & Pritchard	\$ -
Subconsultant 2: Parikh	\$ -
Subconsultant 3: Avila & Associates	\$ -
Subconsultant 4: RRM	\$ -
Subconsultant 5: Yamabe & Horn	\$ 3,698.00
m) TOTAL SUBCONSULTANTS' COSTS	\$ 3,698.00

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$ 3,698.00

TOTAL COST [(c) + (j) + (k) + (n)] \$ 5,710.61

## NOTES:

- Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

## Exhibit 10-H1 Cost Proposal

Page 2 of 3

## Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts

## OPTIONAL TASK 6 - CERTIFIED ACCESS SPECIALIST CERTIFICATION

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant Cornerstone Structural Engineering Group  
 Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_ Date 10/16/2018  
 Project Name: North Fork over San Joaquin River Bridge Replacement Project

## 1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor		Total Hours per Cost	Avg Hourly	<b>4 Year Contract Duration</b>
Subtotal per Cost		Proposal	Rate	
\$ <u>585.59</u> /		13	\$45.05	
				Year 1 Avg Hourly Rate

## 2. Calculate hourly rate for all years (Increase the Average hourly rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation		
Year 1	\$45.05	+	5%	\$47.30	Year 2 Avg Hourly Rate
Year 2	\$47.30	+	5%	\$49.66	Year 3 Avg Hourly Rate
Year 3	\$49.66	+	5%	\$52.15	Year 4 Avg Hourly Rate
Year 4	\$52.15	+	5%	\$54.75	Year 5 Avg Hourly Rate

## 3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal	Total Hours per Year	
Year 1	30%	*	13	4	Estimated Hours Year 1
Year 2	0%	*	13	0	Estimated Hours Year 2
Year 3	0%	*	13	0	Estimated Hours Year 3
Year 4	0%	*	13	0	Estimated Hours Year 4
Year 5	70%	*	13	9	Estimated Hours Year 5
Total	<u>100%</u>			<u>13</u>	

## 4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)	Cost per Year	
Year 1	\$45.05	*	4	\$ 175.68	Estimated Cost Year 1
Year 2	\$47.30	*	0	\$ -	Estimated Cost Year 2
Year 3	\$49.66	*	0	\$ -	Estimated Cost Year 3
Year 4	\$52.15	*	0	\$ -	Estimated Cost Year 4
Year 5	\$54.75	*	9	\$ 498.25	Estimated Cost Year 5
Total Direct Labor Cost with Escalation				\$ 673.93	
Direct Labor Subtotal before escalation				\$ 585.59	
Estimated total of Direct Labor Salary Increase				\$ 88.34	Transfer to Page 1

## NOTES:

- breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- Calculations for anticipated salary escalation must be provided

## Exhibit 10-H

Page 3 of 3

## OPTIONAL TASK 6 - CERTIFIED ACCESS SPECIALIST CERTIFICATION

**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 actual,

1. Generally Accepted Accounting Principles (GAAP)

2. Terms and conditions of the contract

3. [Title 23 United States Code Section 112](#) - Letting of Contracts

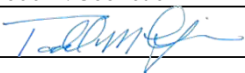
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures

5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service

6. [48 Code of Federal Regulations Part 9904](#) - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name:	<u>Todd M. Goolkasian</u>	Title:	<u>President</u>
Signature:		Date of Certification (mm/dd/yyyy):	<u>10/16/2018</u>
Email:	<u><a href="mailto:tgoolkasian@cseg.com">tgoolkasian@cseg.com</a></u>	Phone Number:	<u>559-320-3200</u>
Address:	<u>986 W. Alluvial Ave., Suite 201, Fresno, CA 93711</u>		

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List Services the consultant is providing under the proposed contract:

See Scope of Services

## Exhibit 10-H1 Cost Proposal

Page 1 of 3

## Actual Cost-Plus-Fixed Fee or lump sum (Firm Fixed Price) contracts

## BASIC SERVICES

Note: Mark-ups are Not Allowed ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Consultant Yamabe &amp; Horn

Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_

Date 6/11/2018

Project Name: North Fork over San Joaquin River Bridge Replacement Project

## DIRECT LABOR

Classification/Title	Name	Hours	Range	Actual Hourly Rate	Total
Principal	David Horn*	20	65.00 - 80.00	\$ 65.00	\$ 1,300.00
		0	45.00 - 60.00	\$ 50.00	\$ -
		0	40.00 - 55.00	\$ 45.00	\$ -
		0	35.00 - 45.00	\$ 40.00	\$ -
		0	30.00 - 40.00	\$ 30.00	\$ -
		0	65.00 - 80.00	\$ 75.00	\$ -
		0	40.00 - 50.00	\$ 45.00	\$ -
		0	35.00 - 45.00	\$ 40.00	\$ -
	TOTAL Hours:	20			

## LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 1,300.00
b) Anticipated Salary Increases	\$ 121.97

c) Total Direct Labor Costs [(a) + (b)] \$ 1,421.97

## INDIRECT COSTS

d) Fringe Benefits %	35.00%	e) Total Fringe Benefits [(c) x (d)]	\$ 497.69
f) Overhead%	40.00%	g) Overhead [(c) x (f)]	\$ 568.79
h) General and Administrative%	60.00%	i) Gen & Admin [(c) x (h)]	\$ 853.18

j) Total Indirect Costs [(e) + (g) + (i)] \$ 1,919.66

FIXED FEE (Profit) k) TOTAL FIXED FEE [(c) + (j) x fixed fee 10%] \$ 334.16

## I) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Classification/Title	Quantity	Unit	Unit Cost	Total
Mileage Costs	40	Miles	\$ 0.55	\$ 21.80
Equipment Rental and Supplies				\$ -
Permit Fees				\$ -
Plan Sheets				\$ -
Test				\$ -

## m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:	\$ -
Subconsultant 2:	\$ -
Subconsultant 3:	\$ -
Subconsultant 4:	\$ -
Subconsultant 5:	\$ -
m) TOTAL SUBCONSULTANTS' COSTS	\$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$ 21.80

TOTAL COST [(c) + (j) + (k) + (n)] \$ 3,697.60

## NOTES:

- Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

## Exhibit 10-H1 Cost Proposal

Page 2 of 3

## Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts

## BASIC SERVICES

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant Yamabe & Horn  
 Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_ Date 6/11/2018  
 Project Name: North Fork over San Joaquin River Bridge Replacement Project

## 1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	4 Year Contract Duration
\$ 1,300.00 /	20	= \$65.00	Year 1 Avg Hourly Rate

## 2. Calculate hourly rate for all years (Increase the Average hourly rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$65.00	+	5%	=	\$68.25	Year 2 Avg Hourly Rate
Year 2	\$68.25	+	5%	=	\$71.66	Year 3 Avg Hourly Rate
Year 3	\$71.66	+	5%	=	\$75.25	Year 4 Avg Hourly Rate
Year 4	\$75.25	+	5%	=	\$79.01	Year 5 Avg Hourly Rate

## 3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal	Total Hours per Year	
Year 1	20%	*	20	=	4
Year 2	20%	*	20	=	4
Year 3	30%	*	20	=	6
Year 4	20%	*	20	=	4
Year 5	10%	*	20	=	2
Total	100%			=	20

Estimated Hours Year 1  
Estimated Hours Year 2  
Estimated Hours Year 3  
Estimated Hours Year 4  
Estimated Hours Year 5

## 4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)	Cost per Year	
Year 1	\$65.00	*	4	= \$	260.00
Year 2	\$68.25	*	4	= \$	273.00
Year 3	\$71.66	*	6	= \$	429.98
Year 4	\$75.25	*	4	= \$	300.98
Year 5	\$79.01	*	2	= \$	158.02

Estimated Cost Year 1  
Estimated Cost Year 2  
Estimated Cost Year 3  
Estimated Cost Year 4  
Estimated Cost Year 5

Total Direct Labor Cost with Escalation = \$ 1,421.97

Direct Labor Subtotal before escalation = \$ 1,300.00

Estimated total of Direct Labor Salary Increase = \$ 121.97 Transfer to Page 1

## NOTES:

- breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- Calculations for anticipated salary escalation must be provided

## Exhibit 10-H

Page 3 of 3

## BASIC SERVICES

**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 actual,

1. Generally Accepted Accounting Principles (GAAP)

2. Terms and conditions of the contract

3. [Title 23 United States Code Section 112](#) - Letting of Contracts

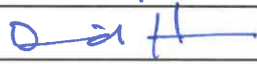
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures

5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service

6. [48 Code of Federal Regulations Part 9904](#) - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: DAVID HORN Title: TREASURER  
 Signature:  Date of Certification (mm/dd/yyyy): 6-14-18  
 Email: dhorn@yhmail.com Phone Number: 559-244-3123  
 Address: 2985 N. BURL AVE #101, FRESNO, CA 93721

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List Services the consultant is providing under the proposed contract:

See Scope of Services

# Optional Task 7

## FEMA CLOMR/LOMR Preparation



## Exhibit 10-H1 Cost Proposal

Page 1 of 3

## Actual Cost-Plus-Fixed Fee or lump sum (Firm Fixed Price) contracts

## OPTIONAL TASK 7 - FEMA CLOMR/LOMR PREPARATION

Note: Mark-ups are Not Allowed ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant Cornerstone Structural Engineering Group

Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_

Date 10/16/2018

Project Name: North Fork over San Joaquin River Bridge Replacement Project

## DIRECT LABOR

Classification/Title	Name	Hours	Range	Actual Hourly Rate	Total
Principal	T. Goolkasian*	0	65.00 - 80.00	\$ 75.72	\$ -
Engineering Manager	S. Cullers*	34	45.00 - 60.00	\$ 54.81	\$ 1,863.54
Senior Engineer	M. Weaver*	42	40.00 - 55.00	\$ 45.58	\$ 1,914.36
Staff Engineer		0	35.00 - 45.00	\$ 36.92	\$ -
Structure Designer		0	30.00 - 40.00	\$ 32.31	\$ -
Principal	T. Swayze*	0	65.00 - 80.00	\$ 74.51	\$ -
Project Engineer	N. Zermeno*	0	40.00 - 50.00	\$ 43.85	\$ -
Staff Engineer		0	35.00 - 45.00	\$ 36.92	\$ -
	TOTAL Hours:	76			

## LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 3,777.90
b) Anticipated Salary Increases	\$ 354.46

c) Total Direct Labor Costs [(a) + (b)] \$ 4,132.36

## INDIRECT COSTS

d) Fringe Benefits %	81.21%	e) Total Fringe Benefits [(c) x (d)]	\$ 3,355.89
f) Overhead%	31.26%	g) Overhead [(c) x (f)]	\$ 1,291.78
h) General and Administrative%	59.02%	i) Gen & Admin [(c) x (h)]	\$ 2,438.92

j) Total Indirect Costs [(e) + (g) + (i)] \$ 7,086.59

## FIXED FEE (Profit)

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10% \$ 1,121.90

## I) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Classification/Title	Quantity	Unit	Unit Cost	Total
Mileage Costs			\$	-
Equipment Rental and Supplies			\$	-
Permit Fees			\$	-
Plan Sheets			\$	-
Test			\$	-

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: Provost & Pritchard	\$ -
Subconsultant 2: Parikh	\$ -
Subconsultant 3: Avila & Associates	\$ 108,847.00
Subconsultant 4: RRM	\$ -
Subconsultant 5: Yamabe & Horn	\$ -
m) TOTAL SUBCONSULTANTS' COSTS	\$ 108,847.00

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$ 108,847.00

TOTAL COST [(c) + (j) + (k) + (n)] \$ 121,187.85

## NOTES:

- Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

## Exhibit 10-H1 Cost Proposal

Page 2 of 3

## Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts

## OPTIONAL TASK 7 - FEMA CLOMR/LOMR PREPARATION

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant Cornerstone Structural Engineering Group  
 Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_ Date 10/16/2018  
 Project Name: North Fork over San Joaquin River Bridge Replacement Project

## 1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	<b>4 Year Contract Duration</b>
\$ 3,777.90 /	76	\$49.71	Year 1 Avg Hourly Rate

## 2. Calculate hourly rate for all years (Increase the Average hourly rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation		
Year 1	\$49.71	+	5%	\$52.19	Year 2 Avg Hourly Rate
Year 2	\$52.19	+	5%	\$54.80	Year 3 Avg Hourly Rate
Year 3	\$54.80	+	5%	\$57.54	Year 4 Avg Hourly Rate
Year 4	\$57.54	+	5%	\$60.42	Year 5 Avg Hourly Rate

## 3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal	Total Hours per Year	
Year 1	20%	*	76	15	Estimated Hours Year 1
Year 2	20%	*	76	15	Estimated Hours Year 2
Year 3	30%	*	76	23	Estimated Hours Year 3
Year 4	20%	*	76	15	Estimated Hours Year 4
Year 5	10%	*	76	8	Estimated Hours Year 5
Total	<u>100%</u>			<u>76</u>	

## 4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)	Cost per Year	
Year 1	\$49.71	*	15	\$ 755.58	Estimated Cost Year 1
Year 2	\$52.19	*	15	\$ 793.36	Estimated Cost Year 2
Year 3	\$54.80	*	23	\$ 1,249.54	Estimated Cost Year 3
Year 4	\$57.54	*	15	\$ 874.68	Estimated Cost Year 4
Year 5	\$60.42	*	8	\$ 459.21	Estimated Cost Year 5
Total Direct Labor Cost with Escalation				\$ 4,132.36	
Direct Labor Subtotal before escalation				\$ 3,777.90	
Estimated total of Direct Labor Salary Increase				\$ 354.46	Transfer to Page 1

## NOTES:

- breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- Calculations for anticipated salary escalation must be provided

## Exhibit 10-H

Page 3 of 3

## OPTIONAL TASK 7 - FEMA CLOMR/LOMR PREPARATION

**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 actual,

1. Generally Accepted Accounting Principles (GAAP)

2. Terms and conditions of the contract

3. [Title 23 United States Code Section 112](#) - Letting of Contracts

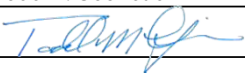
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures

5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service

6. [48 Code of Federal Regulations Part 9904](#) - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name:	<u>Todd M. Goolkasian</u>	Title:	<u>President</u>
Signature:		Date of Certification (mm/dd/yyyy):	<u>10/16/2018</u>
Email:	<u><a href="mailto:tgoolkasian@cseg.com">tgoolkasian@cseg.com</a></u>	Phone Number:	<u>559-320-3200</u>
Address:	<u>986 W. Alluvial Ave., Suite 201, Fresno, CA 93711</u>		

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List Services the consultant is providing under the proposed contract:

See Scope of Services



**EXHIBIT 10-H COST PROPOSAL** Page 2 of 3  
**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by 2018)**

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
\$8,306.96	125	\$66.46	Year 1 Avg Hourly Rate

**2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation)**

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$66.46	+	3.00%	=	\$68.45	Year 2 Avg Hourly Rate
Year 2	\$68.45	+	3.00%	=	\$70.50	Year 3 Avg Hourly Rate
Year 3	\$70.50	+	3.00%	=	\$72.62	Year 4 Avg Hourly Rate
Year 4	\$72.62	+	3.00%	=	\$74.80	Year 5 Avg Hourly Rate

**3. Calculate estimated hours per year (Multiply estimated % each year by total hours)**

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	10.00%	*	125.0	=	12.5	Estimated Hours Year 1
Year 2	60.00%	*	125.0	=	75.0	Estimated Hours Year 2
Year 3	20.00%	*	125.0	=	25.0	Estimated Hours Year 3
Year 4	10.00%	*	125.0	=	12.5	Estimated Hours Year 4
Year 5	0.00%	*	125.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	125.0	

**4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)**

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$66.46	*	12.5	=	\$830.70	Estimated Hours Year 1
Year 2	\$68.45	*	75.0	=	\$5,133.70	Estimated Hours Year 2
Year 3	\$70.50	*	25.0	=	\$1,762.57	Estimated Hours Year 3
Year 4	\$72.62	*	12.5	=	\$907.72	Estimated Hours Year 4
Year 5	\$74.80	*	0.0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$8,634.69	
Direct Labor Subtotal before Escalation				=	\$8,306.96	
Estimated total of Direct Labor Salary				=	<b>\$327.73</b>	Transfer to Page 1

**NOTES:**

This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.

An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.

(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)

This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

## Local Assistance Procedures Manual

EXHIBIT 10-H1  
Cost Proposal

## EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

**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 actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: Catherine M.C. Avila

Title\*: President

Signature: 

Date of Certification (mm/dd/yyyy): 10/16/2018

Email: [cavila@avilaassociates](mailto:cavila@avilaassociates)

Phone Number: 925-673-0549

Address: 712 Bancroft Road #333, Walnut Creek, CA 94598

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

4. CLOMR Preparation



**EXHIBIT 10-H COST PROPOSAL** Page 2 of 3  
**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by 2018)**

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
\$3,782.14	70	\$54.03	Year 1 Avg Hourly Rate

**2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation)**

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$54.03	+	3.00%	=	\$55.65	Year 2 Avg Hourly Rate
Year 2	\$55.65	+	3.00%	=	\$57.32	Year 3 Avg Hourly Rate
Year 3	\$57.32	+	3.00%	=	\$59.04	Year 4 Avg Hourly Rate
Year 4	\$59.04	+	3.00%	=	\$60.81	Year 5 Avg Hourly Rate

**3. Calculate estimated hours per year (Multiply estimated % each year by total hours)**

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	10.00%	*	70.0	=	7.0	Estimated Hours Year 1
Year 2	60.00%	*	70.0	=	42.0	Estimated Hours Year 2
Year 3	20.00%	*	70.0	=	14.0	Estimated Hours Year 3
Year 4	10.00%	*	70.0	=	7.0	Estimated Hours Year 4
Year 5	0.00%	*	70.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	70.0	

**4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)**

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$54.03	*	7.0	=	\$378.21	Estimated Hours Year 1
Year 2	\$55.65	*	42.0	=	\$2,337.36	Estimated Hours Year 2
Year 3	\$57.32	*	14.0	=	\$802.49	Estimated Hours Year 3
Year 4	\$59.04	*	7.0	=	\$413.28	Estimated Hours Year 4
Year 5	\$60.81	*	0.0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$3,931.36	
Direct Labor Subtotal before Escalation				=	\$3,782.14	
Estimated total of Direct Labor Salary				=	\$149.22	Transfer to Page 1

**NOTES:**

This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.

An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.

(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)

This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.



## Local Assistance Procedures Manual

EXHIBIT 10-H1  
Cost Proposal

## EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

**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 actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: Catherine M.C. Avila

Title\*: President

Signature: 

Date of Certification (mm/dd/yyyy): 10/16/2018

Email: [cavila@avilaassociates](mailto:cavila@avilaassociates)

Phone Number: 925-673-0549

Address: 712 Bancroft Road #333, Walnut Creek, CA 94598

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

5. LOMR Preparation

**EXHIBIT 10-H COST PROPOSAL** Page 1 of 3  
**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
 (DESIGN, ENGINEERING, AND ENVIRONMENTAL STUDIES)

**Note: Mark-ups are Not Allowed**

Consultant: River Focus, Inc. ☐ Prime Consultant ☒ 2nd Tier Subconsultant  
 Project No. \_\_\_\_\_ Contract No. TBD Date: 9/11/2018  
 Direct Labor

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager*	A. Jake Gusman	82.0	\$64.24	\$5,267.68
Senior Hydraulic Modeler	Darren Bertrand	156.0	\$63.75	\$9,945.00
Total		238.0		\$15,212.68

**LABOR COSTS**

a) Subtotal Direct Labor Costs \$15,212.68  
 b) Anticipated Salary Increases \$152.13  
 c) **TOTAL DIRECT LABOR COSTS** [(a)+(b)] \$15,364.81

**INDIRECT COSTS**

d) Fringe Benefits (Rate): 63.10% e) Total Fringe Benefits [(c) × (d)] \$9,695.19  
 f) Overhead (Rate): 97.40% g) Overhead [(c) × (f)] \$14,965.32  
 h) General and Administrative (Rate): \_\_\_\_\_ i) Gen & Admin [(c) × (h)] \_\_\_\_\_  
 j) **TOTAL INDIRECT COSTS** [(e) +(g) + (i)] \$24,660.51

**FIXED FEE** k) **TOTAL FIXED PROFIT** 10%  
 [(c) + (j)] × Fixed Fee \$4,002.53

l) **CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description	Quantity	Unit	Unit Cost	Total
Mileage	18.4	miles	\$0.545	\$10.03
Airport Parking	2	days	\$18.00	\$36.00
Lodging	2	nights	\$110.00	\$220.00
Airfare	2	flights	\$200.00	\$400.00
Car Rental	2	days	\$36.00	\$72.00
Gas	1	gallons	\$40.00	\$40.00
Meals	6	meals	\$10.00	\$60.00
FEMA Data Request	1	Data Request	\$400.00	\$400.00
FEMA CLOMR Review Fee	1	Submittal	\$7,000.00	\$7,000.00

l) **TOTAL OTHER DIRECT COSTS** \$8,238.03

m) **SUBCONSULTANT'S COSTS (add additional pages if necessary)**

Subconsultant 1: \_\_\_\_\_  
 Subconsultant 2: \_\_\_\_\_  
 Subconsultant 3: \_\_\_\_\_  
 Tier Subconsultant 4: \_\_\_\_\_

m) **TOTAL 2nd TIER SUBCONSULTANT'S COSTS** \_\_\_\_\_

n) **TOTAL OTHER DIRECT COSTS INCLUDING 2nd TIER SUBCONSULTANTS** [(l) + (m)] \$8,238

**TOTAL COST** [(c) + (j) + (k) + (n)] \$52,266

**NOTES:**

- Key Personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal Cost Principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognized agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

**EXHIBIT 10-H COST PROPOSAL** Page 2 of 3  
**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$15,212.68	238	=	\$63.92	Year 1 Avg Hourly Rate

**2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)**

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$63.92	+	2.50%	=	\$65.52	Year 2 Avg Hourly Rate
Year 2	\$65.52	+	2.50%	=	\$67.15	Year 3 Avg Hourly Rate
Year 3	\$67.15	+	2.50%	=	\$68.83	Year 4 Avg Hourly Rate
Year 4	\$68.83	+	2.50%	=	\$70.55	Year 5 Avg Hourly Rate

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	60.00%	*	238.0	=	142.8	Estimated Hours Year 1
Year 2	40.00%	*	238.0	=	95.2	Estimated Hours Year 2
Year 3		*	238.0	=		Estimated Hours Year 3
Year 4		*	238.0	=		Estimated Hours Year 4
Year 5		*	238.0	=		Estimated Hours Year 5
Total	100%		Total	=	238.0	

**4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)**

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$63.92	*	142.8	=	\$9,127.61	Estimated Hours Year 1
Year 2	\$65.52	*	95.2	=	\$6,237.20	Estimated Hours Year 2
Year 3	\$67.15	*		=		Estimated Hours Year 3
Year 4	\$68.83	*		=		Estimated Hours Year 4
Year 5	\$70.55	*		=		Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$15,364.81	
Direct Labor Subtotal before Escalation				=	\$15,212.68	
Estimated total of Direct Labor Salary Increase				=	<b>\$152.13</b>	Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

## EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

**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 actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

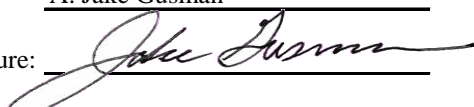
1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: A. Jake Gusman Title\*: President

Signature:  Date of Certification (mm/dd/yyyy): 9/11/2018

Email: [jgusman@riverfocus.com](mailto:jgusman@riverfocus.com) Phone Number: 619-457-3119

Address: 9314 Madison Ave., La Mesa, CA

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Water resources engineering, hydrology, hydraulics, FEMA coordination

**EXHIBIT 10-H COST PROPOSAL** Page 1 of 3  
**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
 (DESIGN, ENGINEERING, AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant: River Focus, Inc. ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant  
 Project No. \_\_\_\_\_ Contract No. TBD Date: 9/11/2018  
 Direct Labor

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager*	A. Jake Gusman	30.0	\$64.24	\$1,927.20
Senior Hydrologist	Darren Bertrand	61.0	\$63.75	\$3,888.75
Total		91.0		\$5,815.95

**LABOR COSTS**

a) Subtotal Direct Labor Costs \$5,815.95  
 b) Anticipated Salary Increases \$525.48  
 c) **TOTAL DIRECT LABOR COSTS** [(a)+(b)] \$6,341.43

**INDIRECT COSTS**

d) Fringe Benefits (Rate): 63.10% e) Total Fringe Benefits [(c) × (d)] \$4,001.44  
 f) Overhead (Rate): 97.40% g) Overhead [(c) × (f)] \$6,176.55  
 h) General and Administrative (Rate): \_\_\_\_\_ i) Gen & Admin [(c) × (h)] \_\_\_\_\_  
 j) **TOTAL INDIRECT COSTS** [(e) +(g) + (i)] \$10,178.00

**FIXED FEE** **TOTAL FIXED PROFIT**  
 k) [(c) + (j)] × Fixed Fee 10% \$1,651.94

l) **CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description	Quantity	Unit	Unit Cost	Total
LOMR Review Fee (estimated fee during Year 5)	1	Total fee	\$9,000.00	\$9,000.00

l) **TOTAL OTHER DIRECT COSTS** \$9,000.00

m) **SUBCONSULTANT'S COSTS (add additional pages if necessary)**

Subconsultant 1: \_\_\_\_\_  
 Subconsultant 2: \_\_\_\_\_  
 Subconsultant 3: \_\_\_\_\_  
 Tier Subconsultant 4: \_\_\_\_\_

m) **TOTAL 2nd TIER SUBCONSULTANT'S COSTS** \_\_\_\_\_

n) **TOTAL OTHER DIRECT COSTS INCLUDING 2nd TIER SUBCONSULTANTS** [(l) + (m)] \$9,000

**TOTAL COST** [(c) + (j) + (k) + (n)] \$27,171

**NOTES:**

- Key Personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal Cost Principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognized agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

**EXHIBIT 10-H COST PROPOSAL** Page 2 of 3  
**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$5,815.95	91	=	\$63.91	Year 1 Avg Hourly Rate

**2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)**

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$63.91	+	2.50%	=	\$65.51	Year 2 Avg Hourly Rate
Year 2	\$65.51	+	2.50%	=	\$67.15	Year 3 Avg Hourly Rate
Year 3	\$67.15	+	2.50%	=	\$68.83	Year 4 Avg Hourly Rate
Year 4	\$68.83	+	2.50%	=	\$70.55	Year 5 Avg Hourly Rate

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1		*	91.0	=		Estimated Hours Year 1
Year 2		*	91.0	=		Estimated Hours Year 2
Year 3		*	91.0	=		Estimated Hours Year 3
Year 4	50.00%	*	91.0	=	45.5	Estimated Hours Year 4
Year 5	50.00%	*	91.0	=	45.5	Estimated Hours Year 5
Total	100%		Total	=	91.0	

**4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)**

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$63.91	*		=		Estimated Hours Year 1
Year 2	\$65.51	*		=		Estimated Hours Year 2
Year 3	\$67.15	*		=		Estimated Hours Year 3
Year 4	\$68.83	*	45.5	=	\$3,131.57	Estimated Hours Year 4
Year 5	\$70.55	*	45.5	=	\$3,209.86	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$6,341.43	
Direct Labor Subtotal before Escalation				=	\$5,815.95	
Estimated total of Direct Labor Salary Increase				=	<b>\$525.48</b>	Transfer to Page 1

## NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

## EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

**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 actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

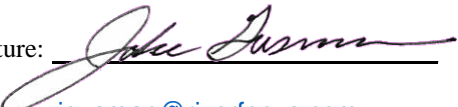
1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: A. Jake Gusman Title\*: President

Signature:  Date of Certification (mm/dd/yyyy): 9/11/2018

Email: [jgusman@riverfocus.com](mailto:jgusman@riverfocus.com) Phone Number: 619-457-3119

Address: 931 Madison Ave., La Mesa, CA

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Water resources engineering, hydrology, hydraulics, FEMA coordination

### EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM

*(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)*

Consultant's Full Legal Name: CORNERSTONE STRUCTURAL ENGINEERING GROUP, INC.

**Important:** Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

**Indirect Cost Rate:**

Combined Rate 171.49 % OR

Home Office Rate \_\_\_\_\_ % and Field Office Rate (if applicable) \_\_\_\_\_ %

Facilities Capital Cost of Money \_\_\_\_\_ % (if applicable)

Fiscal period \* 1/1/2017 - 12/31/2017

\* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

**Financial Management System:**

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost



accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

**Cost Reimbursements on Contracts:**

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts 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 - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

**All A&E Contract Information:**

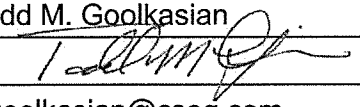
- Total participation amount \$ 4 Million on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is One.
- Years of consultant's experience with 48 CFR Part 31 is 14.
- Audit history of the consultant's current and prior years (if applicable)
 

<input type="checkbox"/> Cognizant ICR Audit	<input checked="" type="checkbox"/> Local Gov't ICR Audit	<input type="checkbox"/> Caltrans ICR Audit
<input type="checkbox"/> CPA ICR Audit	<input type="checkbox"/> Federal Gov't ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name\*\*: Todd M. Goolkasian

Title\*\*: President

Signature: 

Date of Certification (mm/dd/yyyy): 05/23/2018

Email\*\*: tgoolkasian@cseg.com

Phone Number\*\*: (559) 320-3200

\*\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

**Note: Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.**

**Distribution:** 1) Original - Local Agency Project File  
2) Copy - Consultant  
3) Copy - Caltrans Audits and Investigations

# EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM

*(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)*

Consultant's Full Legal Name: Avila and Associates Consulting Engineers, Inc.

**Important:** Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

## **Indirect Cost Rate:**

Combined Rate \_\_\_\_\_ % **OR**

Home Office Rate 112.77 % and Field Office Rate (if applicable) 112.77 %

Facilities Capital Cost of Money N/A % (if applicable)

**Fiscal period** \* January 1, 2017 to December 31, 2017

\* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

## **Financial Management System:**

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

**Cost Reimbursements on Contracts:**

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts 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 - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

**All A&E Contract Information:**

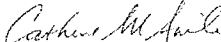
- Total participation amount \$ 500,000 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1.
- Years of consultant's experience with 48 CFR Part 31 is 10.
- Audit history of the consultant's current and prior years (if applicable)
 

<input type="checkbox"/> Cognizant ICR Audit	<input type="checkbox"/> Local Gov't ICR Audit	<input type="checkbox"/> Caltrans ICR Audit
<input type="checkbox"/> CPA ICR Audit	<input type="checkbox"/> Federal Gov't ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name\*\*: Catherine M.C. Avila

Title\*\*: President

Signature: 

Date of Certification (mm/dd/yyyy): 10/11/2018

Email\*\*: cavila@avilaassociates.com

Phone Number\*\*: 925-673-0549

\*\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

**Note:** *Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.*

**Distribution:** 1) Original - Local Agency Project File  
2) Copy - Consultant  
3) Copy - Caltrans Audits and Investigations

**EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF  
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM***(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)*Consultant's Full Legal Name: Provost & Pritchard Engineering Group, Inc.

**Important:** Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

**Indirect Cost Rate:**Combined Rate 146.91 % OR

Home Office Rate \_\_\_\_\_ % and Field Office Rate (if applicable) \_\_\_\_\_ %

Facilities Capital Cost of Money \_\_\_\_\_ % (if applicable)

Fiscal period \* 10/1/16 - 9/30/17

\* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

**Financial Management System:**

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

## Consultant Annual Certification of Indirect Costs and Financial Management System

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts 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 - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:

- Total participation amount \$ \$2,100,000 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1.
- Years of consultant's experience with 48 CFR Part 31 is 10.
- Audit history of the consultant's current and prior years (if applicable)
 

<input type="checkbox"/> Cognizant ICR Audit	<input type="checkbox"/> Local Gov't ICR Audit	<input type="checkbox"/> Caltrans ICR Audit
<input type="checkbox"/> CPA ICR Audit	<input type="checkbox"/> Federal Gov't ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name\*\*: Russell A. McKay

Title\*\*: CFO

Signature: [Signature]

Date of Certification (mm/dd/yyyy): 6-8-18

Email\*\*: rmckay@ppeng.com

Phone Number\*\*: (559) 449-2700

\*\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: *Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.*

Distribution: 1) Original - Local Agency Project File  
2) Copy - Consultant  
3) Copy - Caltrans Audits and Investigations

# EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM

*(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)*

Consultant's Full Legal Name: PARIKH CONSULTANTS, INC.

**Important:** Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

## **Indirect Cost Rate:**

Combined Rate 150 % OR

Home Office Rate 150 % and Field Office Rate (if applicable) na %

Facilities Capital Cost of Money na % (if applicable)

Fiscal period \* 2/1/2016 to 1/31/2017

\* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

## **Financial Management System:**

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

**Cost Reimbursements on Contracts:**

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

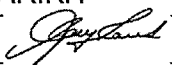
- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

**All A&E Contract Information:**

- Total participation amount \$ 11,000,000 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is ONE.
- Years of consultant's experience with 48 CFR Part 31 is 25 YEARS.
- Audit history of the consultant's current and prior years (if applicable)
 

<input type="checkbox"/> Cognizant ICR Audit	<input type="checkbox"/> Local Gov't ICR Audit	<input type="checkbox"/> Caltrans ICR Audit
<input checked="" type="checkbox"/> CPA ICR Audit	<input type="checkbox"/> Federal Gov't ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name\*\*: GARY PARIKH Title\*\*: PRINCIPAL  
 Signature:  Date of Certification (mm/dd/yyyy): 06/11/2018  
 Email\*\*: gparikh@parikhnet.com Phone Number\*\*: 408-452-9000

\*\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: ***Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.***

Distribution: 1) Original - Local Agency Project File  
 2) Copy - Consultant  
 3) Copy - Caltrans Audits and Investigations

# EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM

*(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)*

Consultant's Full Legal Name: River Focus, Inc.

**Important:** Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

## Indirect Cost Rate:

Combined Rate 160.5 % OR

Home Office Rate n/a % and Field Office Rate (if applicable) n/a %

Facilities Capital Cost of Money n/a % (if applicable)

Fiscal period \* 1/1/2017-12/31/2017

\* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

## **Financial Management System:**

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost



accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

#### Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts 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 - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

#### All A&E Contract Information:

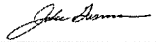
- Total participation amount \$ \_\_\_\_\_ on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 2.
- Years of consultant's experience with 48 CFR Part 31 is 2.
- Audit history of the consultant's current and prior years (if applicable)
 

<input type="checkbox"/> Cognizant ICR Audit	<input type="checkbox"/> Local Gov't ICR Audit	<input type="checkbox"/> Caltrans ICR Audit
<input type="checkbox"/> CPA ICR Audit	<input type="checkbox"/> Federal Gov't ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name\*\*: A. Jake Gusman

Title\*\*: President

Signature:  Digitally signed by A. Jake Gusman  
DN: cn=A. Jake Gusman, o=US, ou=River Focus, Inc., email=jgusman@riverfocus.com  
Date: 2018.09.11 10:01:13 -0700

Date of Certification (mm/dd/yyyy): 09/11/2018

Email\*\*: jgusman@riverfocus.com

Phone Number\*\*: (619) 457-3119

\*\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: ***Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.***

Distribution: 1) Original - Local Agency Project File  
2) Copy - Consultant  
3) Copy - Caltrans Audits and Investigations

### EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM

*(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)*

Consultant's Full Legal Name: RRM Design Group

**Important:** Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

**Indirect Cost Rate:**

Combined Rate 183.04 % OR

Home Office Rate N/A % and Field Office Rate (if applicable) N/A %

Facilities Capital Cost of Money N/A % (if applicable)

Fiscal period \* 01/01/2017 - 12/31/2017

\* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

**Financial Management System:**

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts 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 - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:

- Total participation amount \$ 9,000,000 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1.
- Years of consultant's experience with 48 CFR Part 31 is 10.
- Audit history of the consultant's current and prior years (if applicable)
 

<input type="checkbox"/> Cognizant ICR Audit	<input type="checkbox"/> Local Gov't ICR Audit	<input type="checkbox"/> Caltrans ICR Audit
<input type="checkbox"/> CPA ICR Audit	<input type="checkbox"/> Federal Gov't ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name\*\*: Mike Sherrod

Title\*\*: Principal and Vice President

Signature: 

Date of Certification (mm/dd/yyyy): 03/21/2018

Email\*\*: mssherrod@rrmdesign.com

Phone Number\*\*: (949) 361-7950

\*\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: ***Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.***

Distribution: 1) Original - Local Agency Project File  
2) Copy - Consultant  
3) Copy - Caltrans Audits and Investigations

### EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: YAMABE + HORN ENGINEERING, INC.

**Important:** Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

**Indirect Cost Rate:**

Combined Rate 135 % OR

Home Office Rate \_\_\_\_\_ % and Field Office Rate (if applicable) \_\_\_\_\_ %

Facilities Capital Cost of Money \_\_\_\_\_ % (if applicable)

Fiscal period \* 1-1-2017 to 12-31-2017

\* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

**Financial Management System:**

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

## Local Assistance Procedures Manual

## Exhibit 10-K

## Consultant Annual Certification of Indirect Costs and Financial Management System

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts 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 - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:

- Total participation amount \$ 3,145,200 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1.
- Years of consultant's experience with 48 CFR Part 31 is       .
- Audit history of the consultant's current and prior years (if applicable)
 

<input type="checkbox"/> Cognizant ICR Audit	<input type="checkbox"/> Local Gov't ICR Audit	<input type="checkbox"/> Caltrans ICR Audit
<input type="checkbox"/> CPA ICR Audit	<input type="checkbox"/> Federal Gov't ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name\*\*: DAVID HORN

Title\*\*: TREASURER

Signature: [Signature]

Date of Certification (mm/dd/yyyy): 6-11-2018

Email\*\*: dhorn@yhmail.com

Phone Number\*\*: 959-244-3123

**\*\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.**

**Note: Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.**

Distribution: 1) Original - Local Agency Project File  
2) Copy - Consultant  
3) Copy - Caltrans Audits and Investigations

**EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION**

The Agency has established a DBE goal for this Contract of 7 %

OR

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

**1. TERMS AS USED IN THIS DOCUMENT**

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

**2. AUTHORITY AND RESPONSIBILITY**

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

**3. SUBMISSION OF DBE INFORMATION**

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

**4. DBE PARTICIPATION GENERAL INFORMATION**

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

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
  - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
  - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
  - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

## 5. RESOURCES

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

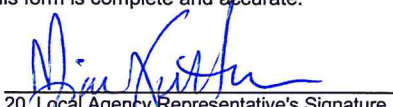

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required 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 10-01 CONSULTANT PROPOSAL DBE COMMITMENT


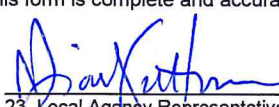
1. Local Agency: County of Fresno 2. Contract DBE Goal: 7%
3. Project Description: Bridge Replacement Project
4. Project Location: North Fork Road over San Joaquin River
5. Consultant's Name: Cornerstone Structural Engineering Group, Inc. 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Geotechnical Engineering	020259	Parikh Consultants, Inc., 2360 Qume Drive Ste A San Jose, CA 95131	13%
Hydraulics Engineering	032811	Avila & Assoc Consulting Engineers, 712 Bancroft Rd., #333, Walnut Creek,	5%
<b>Local Agency to Complete this Section</b>			
17. Local Agency Contract Number: <u>TBD</u>		<b>11. TOTAL CLAIMED DBE PARTICIPATION</b>	<b>18%</b>
18. Federal-Aid Project Number: <u>BRLS-5942(279)</u>			
19. Proposed Contract Execution Date: <u>1/29/2019</u>			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
20. Local Agency Representative's Signature 	21. Date <u>1/2/19</u>	12. Preparer's Signature 	13. Date <u>11/28/2018</u>
22. Local Agency Representative's Name <u>DIANA NUTTMAN</u>	23. Phone <u>559-600-4508</u>	14. Preparer's Name <u>Todd M. Goolkasian</u>	15. Phone <u>559-320-3200</u>
24. Local Agency Representative's Title <u>STAFF ANALYST</u>		16. Preparer's Title <u>President</u>	

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

## EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: County of Fresno 2. Contract DBE Goal: 7%  
 3. Project Description: Bridge Replacement Project  
 4. Project Location: North Fork Road over San Joaquin River  
 5. Consultant's Name: Cornerstone Structural Engineering Group, Inc. 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: \$1,144,483.00  
 8. Total Dollar Amount for ALL Subconsultants: \$461,390.00 9. Total Number of ALL Subconsultants: 4

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount			
Geotechnical Engineering	020259	Parikh Consultants, Inc., 2360 Qume Drive Ste A San Jose, CA 95131	\$151,167.00			
Hydraulics Engineering	032811	Avila & Assoc Consulting Engineers, 712 Bancroft Rd., #333, Walnut Creek,	\$57,400.03			
Local Agency to Complete this Section						
20. Local Agency Contract Number: <u>TBD</u>	14. TOTAL CLAIMED DBE PARTICIPATION		\$208,567.03			
21. Federal-Aid Project Number: <u>BRLS-5942(279)</u>			18%			
22. Contract Execution Date: <u>1/29/2019</u>	IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  15. Preparer's Signature Todd M. Goolkasian 17. Preparer's Name President 19. Preparer's Title					
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.						
23. Local Agency Representative's Signature: 						
24. Date: <u>1/2/19</u>						
25. Local Agency Representative's Name: <u>DIANA NUTTMAN</u>						
26. Phone: <u>559-600-4508</u>						
27. Local Agency Representative's Title: <u>STAFF ANALYST</u>						
	16. Date: <u>11/28/2018</u>	18. Phone: <u>559-320-3200</u>				

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

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

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

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

**LOCAL AGENCY SECTION**

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

**EXHIBIT 10-S CONSULTANT PERFORMANCE EVALUATION**

1. PROJECT DATA				2. CONSULTANT DATA										
1a.	Project (include title, location, and Activity/CIP No.)			2a.	Consultant Name and Address									
1b.	Brief Description of Project (design, study, etc.)			2b.	Consultant's Manager									
1c.	Budget Cost for Project: \$ _____			2c.	Phone: (____) _____									
3. AGENCY DEPARTMENT/SECTION RESPONSIBLE														
3a.	Department (include section and division)			3b.	Agency Project Manager (name & phone)									
4. CONTRACT DATA (Engineering Services)														
4a.	Contract No.: _____		Termination date: _____		Base Fee: \$ _____									
	Agreement date: _____		Date terminated: _____		Contingency: \$ _____									
4b.	Amendments \$ _____ / # _____ (Total Value) (Initiated by Agency)		\$ _____ / # _____ (Total Value) (Initiated by Agency)											
4c.	Changes Orders \$ _____ / # _____ (Total Value) (Initiated by Agency)		\$ _____ / # _____ (Total Value) (Initiated by Agency)											
4d.	Total Fee per Agreement (4a. + 4b. + 4c.) \$ _____			Total Fee Paid \$ _____ (Do not include Contingency Listed in 4a.)										
4e.	Type of Services (Design, study, etc.)	4f. Historical Record of Key Submittal Dates (enter date or n/a if not applicable)												
			Preliminary		30%		60%		90%		100%		Final	
		Per Agreement												
		Delivery Date												
		Acceptance Date												
4g.	Notice To Proceed _____ (date)			4j. Reasons for Change Orders: (Indicate total for each reason)										
				Errors/Omissions		\$ _____	% of Base Fee	_____	%					
				Unforeseen Conditions		\$ _____	% of Base Fee	_____	%					
4h.	Number of Days _____ (number)			Changed Scope		\$ _____	% of Base Fee	_____	%					
				Changed Quantities		\$ _____	% of Base Fee	_____	%					
4i.	Actual Number of Days _____ (number)			Program Task Options		\$ _____	% of Base Fee	_____	%					
5. OVERALL RATING (Complete Section II on reverse, include comments as appropriate.)														
			Outstanding		Above Average		Average		Below Average		Poor	N/A		
5a.	Plans/Specifications accuracy													
5b.	Consistency with budget													
5c.	Responsiveness to Agency Staff													
5d.	Overall Rating													
6. AUTHORIZING SIGNATURES														
6a. Agency Design Team Leader _____			Date: _____											
6b. Agency Project Manager _____			Date: _____											
6c. Agency Public Works Manager _____			Date: _____											
6d. Consultant Representative _____ Date: _____														

SEE REVERSE SIDE

Section II		Specific Ratings											
PLANS/SPECIFICATIONS	Outstanding	Above Avg.	Avg.	Below Avg.	Poor	N/A	Responsiveness To Staff	Outstanding	Above Avg.	Avg.	Below Avg.	Poor	N/A
ACCURACY													
Plans Specifications clear and concise							Timely Responses						
Plans/Specs Coordination							Attitude toward Client and review bodies						
Plans/Specs properly formatted							Follows directions and Chain of responsibility						
Code Requirements covered							Work product delivered on time						
Adhered to Agency Standard Drawings/Specs							Timeliness in notifying Agency of major problems						
Drawings reflect existing conditions							Resolution of field Problems						
As-Built Drawings							Consistency with budget	Outstanding	Above Avg.	Avg.	Below Avg.	Poor	N/A
Quality Design							Reasonable Agreement negotiation						
Change Orders due to design deficiencies are minimized							Adherence to fee schedule						
							Adherence to project Budget						

Section III		EXPLANATIONS AND SUPPLEMENTAL INFORMATION																							
(Attach additional documentation as needed)																									
Item _____:	<div></div> <div></div>																								
Item _____:	<div></div> <div></div>																								
Item _____:	<div></div> <div></div>																								
Item _____:	<div></div> <div></div>																								
Item _____:	<div></div> <div></div>																								
Item _____:	<div></div> <div></div>																								
*Indicates supporting documentation attached.																									

**ATTACHMENT E DEBARMENT AND SUSPENSION CERTIFICATION**

**TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29**

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

28

File #15123  
February 23, 1999  
Resolution #99-086

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

In the matter of

Adoption of Standard Conflict of Interest  
Code for All County Departments.

Resolution #99-086

**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, 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 the text of its code to conform to future amendments to the Political Reform Act or its regulations; and

**Whereas**, the Board of Supervisors is the code reviewing body for all County departments except courts; 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 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,

28

1 constitute the conflict of interest codes of each County department except courts.

2 Conflict of interest forms shall be filed as follows:

3 1. As required by Government Code Section 87500, subdivision (e), the  
4 County Administrative Officer, District Attorney, County Counsel, and Auditor-  
5 Controller/Treasurer-Tax Collector shall file one original of their statements with the County  
6 Clerk, who shall make and retain copies and forward the originals to the Fair Political  
7 Practices Commission, which shall be the filing officer. The County Administrative Officer,  
8 District Attorney, County Counsel, and Auditor-Controller/Treasurer-Tax Collector shall also  
9 file one copy of their statements with the Clerk to the Board of Supervisors.

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

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

16 All statements shall be public records and shall be made available for public  
17 inspection and reproduction. (Gov. Code, § 81008.)

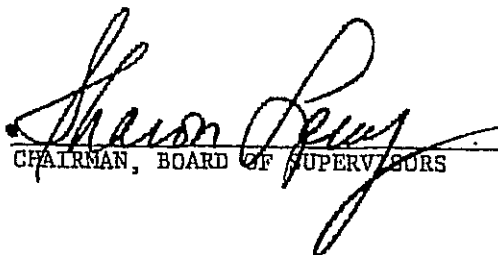
18 Adopted at a regular meeting of the Board of Supervisors, held on the 23rd day  
19 of February, 19 99, by the following vote, to wit:

20 Ayes: Supervisors Koligian, Case, Arambula, Oken, Levy

21 Noes: None

22 Absent: None

23  
24 ATTEST:  
25 SHARI GREENWOOD, CLERK  
26 BOARD OF SUPERVISORS

27   
CHAIRMAN, BOARD OF SUPERVISORS

28 By   
Deputy

File #15123 Agenda #28 Resolution #99-086



# ATTACHMENT I

## EXHIBIT "A"

### PUBLIC WORKS AND PLANNING

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

## ATTACHMENT I

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

- \* 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.

# ATTACHMENT I

## 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-Q Disclosure of Lobbying Activities

## DISCLOSURE OF LOBBYING ACTIVITIES

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

<b>1. Type of Federal Action:</b> <input checked="" type="checkbox"/> n/a a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> <input checked="" type="checkbox"/> n/a a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> <input checked="" type="checkbox"/> n/a a. initial b. material change  <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity</b>  <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Cornerstone Structural Engineering Group, Inc. 986 W. Alluvial Ave., Ste. 201, Fresno, CA 93711 Congressional District, if known		<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known
<b>6. Federal Department/Agency:</b> n/a	<b>7. Federal Program Name/Description:</b> n/a CFDA Number, if applicable n/a	
<b>8. Federal Action Number, if known:</b> n/a	<b>9. Award Amount, if known:</b> n/a	
<b>10. a. Name and Address of Lobby Entity</b> (If individual, last name, first name, MI) n/a		<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI) n/a
(attach Continuation Sheet(s) if necessary)		
<b>11. Amount of Payment (check all that apply)</b> \$ 0 <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>13. Type of Payment (check all that apply)</b> <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 n/a	
<b>12. Form of Payment (check all that apply):</b> n/a <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
<b>14. 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:</b>  (attach Continuation Sheet(s) if necessary)		
<b>15. Continuation Sheet(s) attached:</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
<b>16. 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.</b>		
Signature: <u>Todd M Goolkasian</u> Print Name: <u>Todd M. Goolkasian</u> Title: <u>President</u> Telephone No.: <u>(559) 320-3200</u> Date: <u>02/02/18</u>		Authorized for Local Reproduction  Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

## SELF-DEALING TRANSACTION DISCLOSURE FORM

(1) Company Board Member Information:

Name: Todd M. Goolkasian Date: 02/02/2018

Job Title: President

(2) Company/Agency Name and Address:

Cornerstone Structural Engineering Group, Inc.

986 W. Alluvial Ave., Ste. 201

Fresno, CA 93711

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

None

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

N/A

(5) Authorized Signature

Signature:  Date: 02/02/2018