

SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY: Overland, Pacific & Cutler, Inc.	SCOPE OF WORK: Utilities	PHASE: All Phases
PROJECT: Replacement of Six Chuckwalla Valley Road and Railroad Avenue Bridges [BRLO-5956(228), BRLO-5956(229), BRLO-5956(239), BRLO-5956(227), BRLO-5956(226), BRLO-5956(225)]		DATE: March 27, 2017

DIRECT LABOR

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Pete Castelan	Senior Utility Coordinator	428	@ \$36.21	\$15,497.88
Mike Parker	Utility Manager *	200	@ \$56.73	\$11,346.00
* Key Personnel				
		TOTAL HOURS	628	TOTAL DIRECT LABOR
				\$26,843.88

MULTIPLIERS

ESCALATION @	4.838%	(of Direct Labor)	\$1,298.71
FRINGE BENEFIT @	37.30%	(of Direct Labor + Escalation)	\$10,497.18
GENERAL AND ADMINISTRATIVE @	120.70%	(of Direct Labor + Escalation)	\$33,968.10
PROFIT (FIXED FEE) @	10.0%	(of Direct Labor + Escalation + Overhead)	\$7,260.79
			TOTAL MULTIPLIERS
			\$53,024.78

OTHER DIRECT COSTS

*** Billed at Actual Cost (See ODC Cost Estimate Work Sheet) ***

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Mileage and Travel	1	LS @	\$856.00	\$856.00
Miscellaneous (Utility Potholing)	1	LS @	\$6,500.00	\$6,500.00
				TOTAL ODC'S
				\$7,356.00

TOTAL **\$87,224.66**

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

Consultant Overland, Pacific & Cutler, Inc. Contract No. _____ Date 3/27/2017

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
\$26,844	628	=	\$42.75	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	\$42.75	+	2.5%	=	\$43.81 Year 2 Avg Hourly Rate
Year 2	\$43.81	+	2.5%	=	\$44.91 Year 3 Avg Hourly Rate
Year 3	\$44.91	+	2.5%	=	\$46.03 Year 4 Avg Hourly Rate
Year 4	\$46.03	+	2.5%	=	\$47.18 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	20.00%	*	628.0	=	125.6 Estimated Hours Year 1
Year 2	0.00%	*	628.0	=	0.0 Estimated Hours Year 2
Year 3	50.00%	*	628.0	=	314.0 Estimated Hours Year 3
Year 4	30.00%	*	628.0	=	188.4 Estimated Hours Year 4
Year 5	0.00%	*	628.0	=	0.0 Estimated Hours Year 5
Total	100%		Total	=	628.0

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	\$42.75	*	126	=	\$5,368.80 Estimated Hours Year 1
Year 2	\$43.81	*	0	=	\$0.00 Estimated Hours Year 2
Year 3	\$44.91	*	314	=	\$14,101.49 Estimated Hours Year 3
Year 4	\$46.03	*	188	=	\$8,672.42 Estimated Hours Year 4
Year 5	\$47.18	*	0	=	\$0.00 Estimated Hours Year 5
	Total Direct Labor Cost with Escalation	=			\$28,142.70
	Direct Labor Subtotal before Escalation	=			\$26,844.00
	Estimated total of Direct Labor Salary Increase (Dollar Amount)	=			\$1,298.70 Transfer to Cost Proposal
	Estimated total of Direct Labor Salary Increase (%)	=			4.838% Transfer to Cost Proposal

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.

ESTIMATE OF OTHER DIRECT COST (ODC) ITEMS

REPLACEMENT OF SIX CHUCKWALLA VALLEY ROAD AND RAILROAD AVENUE BRIDGES
 FPN: BRLO-5956(228), BRLO-5956(229), BRLO-5956(239), BRLO-5956(227), BRLO-5956(226),
 BRLO-5956(225)

Consultant: Overland, Pacific & Cutler, Inc.

Contract No.: _____

Date: 3/27/2017

Reproduction Cost Breakdown			
DESCRIPTION OF ITEMS	UNIT COST	ESTIMATED QUANTITY	TOTAL COST
		0	\$0.00
		0	\$0.00
		0	\$0.00
		0	\$0.00
		0	\$0.00
		0	\$0.00
SUBTOTAL COST			\$0.00
Mailing and Special Delivery Cost Breakdown			
DESCRIPTION OF ITEMS	UNIT COST	ESTIMATED QUANTITY	TOTAL COST
		0	\$0.00
		0	\$0.00
		0	\$0.00
SUBTOTAL COST			\$0.00
Mileage & Travel			
DESCRIPTION OF ITEMS	UNIT COST	ESTIMATED QUANTITY	TOTAL COST
Mileage (2017 IRS Standard Rate)	\$0.535	1600	\$856.00
	\$0.00	0	\$0.00
TOTAL BUDGET			\$856.00
Miscellaneous			
DESCRIPTION OF ITEMS	UNIT COST	ESTIMATED QUANTITY	TOTAL COST
Utility Potholing	\$650.00	10	\$6,500.00
	\$0.00	0	\$0.00
	\$0.00	0	\$0.00
	\$0.00	0	\$0.00
	\$0.00	0	\$0.00
SUBTOTAL COST			\$6,500.00
TOTAL ODCs			\$7,356.00

NOTES:

1. ODC items should be based on actual costs and supported by historical data and other documentation.
2. ODC items that would be considered "tools of the trade" are not reimbursable.
3. ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
4. ODC items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in overhead rate.

SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY: Overland, Pacific & Cutler, Inc.	SCOPE OF WORK: Preliminary Engineering & Environmental Documentation	PHASE: Phase I
PROJECT: Replacement of Six Chuckwalla Valley Road and Railroad Avenue Bridges [BRLO-5956(228), BRLO-5956(229), BRLO-5956(239), BRLO-5956(227), BRLO-5956(226), BRLO-5956(225)]		DATE: March 27, 2017

DIRECT LABOR

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
Pete Castelan	Senior Utility Coordinator	204	@	\$36.21	\$7,386.84
Mike Parker	Utility Manager	116	@	\$56.73	\$6,580.68
		TOTAL HOURS		TOTAL DIRECT LABOR	\$13,967.52

MULTIPLIERS

ESCALATION @	4.838%	(of Direct Labor)	\$675.75
FRINGE BENEFIT @	37.30%	(of Direct Labor + Escalation)	\$5,461.94
GENERAL AND ADMINISTRATIVE @	120.70%	(of Direct Labor + Escalation)	\$17,674.43
PROFIT (FIXED FEE) @	10.0%	(of Direct Labor + Escalation + Overhead)	\$3,777.96
TOTAL MULTIPLIERS			\$27,590.08

OTHER DIRECT COSTS

*** Billed at Actual Cost (See ODC Cost Estimate Work Sheet) ***

ITEM	QUANTITY	UNIT		UNIT COST	AMOUNT
Mileage and Travel	1	LS	@	\$856.00	\$856.00
Miscellaneous (Utility Potholing)	1	LS	@	\$6,500.00	\$6,500.00
TOTAL ODC'S					\$7,356.00

TOTAL \$48,913.60

SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY: Overland, Pacific & Cutler, Inc.	SCOPE OF WORK: Plans, Specifications & Estimate (PS&E)	PHASE: Phase II
PROJECT: Replacement of Six Chuckwalla Valley Road and Railroad Avenue Bridges [BRLO-5956(228), BRLO-5956(229), BRLO-5956(239), BRLO-5956(227), BRLO-5956(226), BRLO-5956(225)]		DATE: March 27, 2017

DIRECT LABOR

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Pete Castelan	Senior Utility Coordinator	224	@ \$36.21	\$8,111.04
Mike Parker	Utility Manager	84	@ \$56.73	\$4,765.32
		TOTAL HOURS	308	TOTAL DIRECT LABOR
				\$12,876.36

MULTIPLIERS

ESCALATION @	4.838%	(of Direct Labor)	\$622.96
FRINGE BENEFIT @	37.30%	(of Direct Labor + Escalation)	\$5,035.25
GENERAL AND ADMINISTRATIVE @	120.70%	(of Direct Labor + Escalation)	\$16,293.68
PROFIT (FIXED FEE) @	10.0%	(of Direct Labor + Escalation + Overhead)	\$3,482.82
TOTAL MULTIPLIERS			\$25,434.71

OTHER DIRECT COSTS

*** Billed at Actual Cost (See ODC Cost Estimate Work Sheet) ***

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Mileage and Travel		LS		
Miscellaneous (Utility Potholing)		LS		
TOTAL ODC'S				

TOTAL **\$38,311.07**

SUBCONSULTANT MANHOOUR WORKSHEET SUMMARY

COMPANY: Overland, Pacific & Cutler, Inc.	SCOPE OF WORK: Utilities	PHASE: All Phases
PROJECT: Replacement of Six Chuckwalla Valley Road and Railroad Avenue Bridges [BRL0-5956(228), BRL0-5956(229), BRL0-5956(239), BRL0-5956(227), BRL0-5956(226), BRL0-5956(225)]		DATE: March 27, 2017

TASK	SENIOR UTILITY COORDINATOR	UTILITY MANAGER	HOURS

\$107.74 \$168.79

PHASE TOTALS	428	200	628
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PHASE I	204	116	320
PHASE II	224	84	308
PHASE III			
PHASE IV			

SUBCONSULTANT MANHOUR WORKSHEET

COMPANY: Overland, Pacific & Cutler, Inc. SCOPE OF WORK: Preliminary Engineering & Environmental Documentation PHASE: Phase I

PROJECT: Replacement of Six Chuckwalla Valley Road and Railroad Avenue Bridges [BRL0-5956(228), BRL0-5956(229), BRL0-5956(227), BRL0-5956(226), BRL0-5956(225)] DATE: March 27, 2017

SENIOR UTILITY COORDINATOR UTILITY MANAGER

TASK

\$107.74 \$168.79 204 116 320 HOURS COST

TASK	204	116	320	HOURS	COST
1.1 Project Management					
1.2 Project Team Meetings		8		8	\$ 1,350
1.3 Quality Control and Quality Assurance (QC/QA)					
2.0 Research and Data Gathering					
2.1 Collect and Review Existing Information					
2.2 Conduct Field Review					
3.0 Preliminary Engineering					
3.1 Traffic Study (Technical Memorandum/Traffic Summary)					
3.2 Preliminary Utility Mapping	204	108		312	\$ 40,207
3.3 Permits					
3.4 Surveying and Right-of-Way Mapping (by County)					
3.5 Preliminary Geotechnical Studies					
3.6 Right-of-Way Requirements Map					
3.7 Geometric Approval Drawings					
3.8 Structure Advance Planning Study					
3.9 Hydrologic, Hydraulic and Scour Studies					
3.10 Advisory and Mandatory Fact Sheets					
3.11 Engineer's Estimate					
4.0 Environmental Clearance & Documentation					
4.1 Project Initiation					
4.2 Preliminary Environmental Study (PES)					
4.3 Technical Studies					
4.3.1 Hazardous Waste (Initial Site Assessment)					
4.3.2 Preliminary Site Assessment (Step-2)					
4.3.3 Water Quality Assessment Studies					
4.3.4 Natural Environmental Study					
4.3.5 Wetland Delineation and Assessment					
4.3.6 Section 4(f) Evaluation (Individual Finding)					
4.3.7 Visual Resources (Minor Visual Impact Assessment)					
4.3.8 Culture Resources Study (APE/ASR/HRER/HPSR)					
4.3.9A Finding of Effect (FoE) (Step-2)					
4.3.9B Section 106 Memorandum of Agreement (MOA) (Step-2)					

SUBCONSULTANT MANHOOUR WORKSHEET

COMPANY: Overland, Pacific & Cutler, Inc.

PROJECT: Replacement of Six Chuckwalla Valley Road and Railroad Avenue Bridges [BRLO-5956(228), BRLO-5956(229), BRLO-5956(227), BRLO-5956(226), BRLO-5956(225)]

SCOPE OF WORK: Plans, Specifications & Estimate (PS&E)

PHASE: Phase II

DATE: March 27, 2017

TASK

SENIOR UTILITY COORDINATOR

UTILITY MANAGER

\$107.74 \$168.79

TASK	224	84	308	HOURS	COST
Total Manhours	224	84	308		
1.1 Project Management					
1.2 Project Team Meetings	20	4		24	\$ 2,830
1.3 Quality Control and Quality Assurance (QC/QA)					
5.1 Foundation Design Report					
5.2 Storm Water Pollution Prevention Plan (SWPPP)					
5.3 Utility Relocation Coordination	204	80		284	\$ 35,481
5.4 65% Roadway Plans					
5.5 65% Signing, Striping and Detour Plans					
5.6 95% Civil Roadway PS&E					
5.7 Bridge Type Selection					
5.8 65% Unchecked Structure Plans					
5.9 Bridge Design Independent Check					
5.10 95% Structure PS&E					
5.11 Final 100% Design PS&E and Contract Bid Documents					
5.12 Right-of-Way Legal Descriptions and Plats (by County)					
5.13 Right-of-Way Appraisal and Acquisition (by County)					
6.0 Permitting					
6.1 ACOE Section 404 Nationwide Permit					
6.2 RWQCB Section 401 Water Quality Certification					
6.3 CDFW Section 1602 Streambed Alteration Agreement					
6.4 Caltrans Encroachment Permit (Step-2)					

SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY: Overland, Pacific & Cutler, Inc.	SCOPE OF WORK: Utilities	PHASE: All Phases
PROJECT: Replacement of Railroad Avenue Bridge over Fornat Wash [Br. No. 56C0099, FPN BRLO-5956(228)]		DATE: March 27, 2017

DIRECT LABOR

PERSONNEL	POSITION	HOURS	RATE	AMOUNT	
Pete Castelan	Senior Utility Coordinator	144	@ \$36.21	\$5,214.24	
Mike Parker	Utility Manager *	62	@ \$56.73	\$3,517.26	
* Key Personnel					
		TOTAL HOURS	206	TOTAL DIRECT LABOR	\$8,731.50

MULTIPLIERS

ESCALATION @	4.838%	(of Direct Labor)	\$422.43	
FRINGE BENEFIT @	37.30%	(of Direct Labor + Escalation)	\$3,414.42	
GENERAL AND ADMINISTRATIVE @	120.70%	(of Direct Labor + Escalation)	\$11,048.79	
PROFIT (FIXED FEE) @	10.0%	(of Direct Labor + Escalation + Overhead)	\$2,361.71	
			TOTAL MULTIPLIERS	\$17,247.35

OTHER DIRECT COSTS

--- Billed at Actual Cost (See ODC Cost Estimate Work Sheet) ---

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT	
Mileage and Travel	1	LS @	\$428.00	\$428.00	
Miscellaneous (Utility Potholing)	1	LS @	\$3,250.00	\$3,250.00	
				TOTAL ODC'S	\$3,678.00

TOTAL \$29,656.85

ESTIMATE OF OTHER DIRECT COST (ODC) ITEMS
REPLACEMENT OF RAILROAD AVENUE BRIDGE OVER FORNAT WASH
(BR. NO. 56C0099)

FPN: BRLO-5956(228)

Consultant: Overland, Pacific & Cutler, Inc.

Contract No.: _____

Date: 3/27/2017

Reproduction Cost Breakdown			
DESCRIPTION OF ITEMS	UNIT COST	ESTIMATED QUANTITY	TOTAL COST
		0	\$0.00
		0	\$0.00
		0	\$0.00
		0	\$0.00
		0	\$0.00
SUBTOTAL COST			\$0.00
Mailing and Special Delivery Cost Breakdown			
DESCRIPTION OF ITEMS	UNIT COST	ESTIMATED QUANTITY	TOTAL COST
		0	\$0.00
		0	\$0.00
		0	\$0.00
SUBTOTAL COST			\$0.00
Mileage & Travel			
DESCRIPTION OF ITEMS	UNIT COST	ESTIMATED QUANTITY	TOTAL COST
Mileage (2017 IRS Standard Rate)	\$0.535	800	\$428.00
	\$0.00	0	\$0.00
TOTAL BUDGET			\$428.00
Miscellaneous			
DESCRIPTION OF ITEMS	UNIT COST	ESTIMATED QUANTITY	TOTAL COST
Utility Potholing	\$650.00	5	\$3,250.00
	\$0.00	0	\$0.00
	\$0.00	0	\$0.00
	\$0.00	0	\$0.00
	\$0.00	0	\$0.00
SUBTOTAL COST			\$3,250.00
TOTAL ODCs			\$3,678.00

NOTES:

1. ODC items should be based on actual costs and supported by historical data and other documentation.
2. ODC items that would be considered "tools of the trade" are not reimbursable.
3. ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
4. ODC items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in overhead rate.

SUBCONSULTANT MANHOOR WORKSHEET

COMPANY: **Overland, Pacific & Cutler, Inc.**
 PHASE: **Phase I**
 PROJECT: **Replacement of Railroad Avenue Bridge over Format Wash [Br. No. 56C0099, FPN BRLO-5956(228)]**
 DATE: **March 27, 2017**

TASK	SENIOR UTILITY COORDINATOR	UTILITY MANAGER	HOURS	COST

\$107.74 \$168.79

34	20	54
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TASK	SENIOR UTILITY COORDINATOR	UTILITY MANAGER	HOURS	COST
1.1 Project Management				
1.2 Project Team Meetings		2	2	\$ 338
1.3 Quality Control and Quality Assurance (QC/QA)				
2.0 Research and Data Gathering				
2.1 Collect and Review Existing Information				
2.2 Conduct Field Review				
3.0 Preliminary Engineering				
3.1 Traffic Study (Technical Memorandum/Traffic Summary)				
3.2 Preliminary Utility Mapping	34	18	52	\$ 6,701
3.3 Permits				
3.4 Surveying and Right-of-Way Mapping (by County)				
3.5 Preliminary Geotechnical Studies				
3.6 Right-of-Way Requirements Map				
3.7 Geometric Approval Drawings				
3.8 Structure Advance Planning Study				
3.9 Hydrologic, Hydraulic and Scour Studies				
3.10 Advisory and Mandatory Fact Sheets				
3.11 Engineer's Estimate				
4.0 Environmental Clearance & Documentation				
4.1 Project Initiation				
4.2 Preliminary Environmental Study (PES)				
4.3 Technical Studies				
4.3.1 Hazardous Waste (Initial Site Assessment)				
4.3.2 Preliminary Site Assessment (Step-2)				
4.3.3 Water Quality Assessment Studies				

SUBCONSULTANT MANHOUR WORKSHEET

COMPANY: Overland, Pacific & Cutler, Inc. SCOPE OF WORK: Preliminary Engineering & Environmental Documentation PHASE: Phase II

PROJECT: Replacement of Railroad Avenue Bridge over Format Wash [Br. No. 56C0099, FPN BRLO-5956(22B)] DATE: March 27, 2017

TASK: SENIOR UTILITY COORDINATOR UTILITY MANAGER

\$107.74 \$168.79 110 42 152

TASK	110	42	152	HOURS	COST
1.1 Project Management	8	2		10	\$ 1,199
1.2 Project Team Meetings					
1.3 Quality Control and Quality Assurance (QC/QA)					
5.1 Foundation Design Report					
5.2 Storm Water Pollution Prevention Plan (SWPPP)					
5.3 Utility Relocation Coordination	102	40		142	\$ 17,741
5.4 65% Roadway Plans					
5.5 65% Signing, Striping and Detour Plans					
5.6 95% Civil Roadway PS&E					
5.7 Bridge Type Selection					
5.8 65% Unchecked Structure Plans					
5.9 Bridge Design Independent Check					
5.10 95% Structure PS&E					
5.11 Final 100% Design PS&E and Contract Bid Documents					
5.12 Right-of-Way Legal Descriptions and Plats (by County)					
5.13 Right-of-Way Appraisal and Acquisition (by County)					
6.0 Permitting					
6.1 ACOE Section 404 Nationwide Permit					
6.2 RWQCB Section 401 Water Quality Certification					
6.3 CDFW Section 1602 Streambed Alteration Agreement					
6.4 Caltrans Encroachment Permit (Step 2)					

SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY: Overland, Pacific & Cutler, Inc.	SCOPE OF WORK: Utilities	PHASE: All Phases
PROJECT: Replacement of Railroad Avenue Bridge over East Channel Stubbe Wash [Br. No. 56C0101, FPN BRLO-5956(229)]		DATE: March 27, 2017

DIRECT LABOR

PERSONNEL	POSITION	HOURS	RATE	AMOUNT	
Pete Castelan	Senior Utility Coordinator	144	@ \$36.21	\$5,214.24	
Mike Parker	Utility Manager *	62	@ \$56.73	\$3,517.26	
* Key Personnel					
		TOTAL HOURS	206	TOTAL DIRECT LABOR	\$8,731.50

MULTIPLIERS

ESCALATION @	4.838%	(of Direct Labor)	\$422.43	
FRINGE BENEFIT @	37.30%	(of Direct Labor + Escalation)	\$3,414.42	
GENERAL AND ADMINISTRATIVE @	120.70%	(of Direct Labor + Escalation)	\$11,048.79	
PROFIT (FIXED FEE) @	10.0%	(of Direct Labor + Escalation + Overhead)	\$2,361.71	
			TOTAL MULTIPLIERS	\$17,247.35

OTHER DIRECT COSTS

*** Billed at Actual Cost (See ODC Cost Estimate Work Sheet) ***

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT	
Mileage and Travel	1	LS	\$428.00	\$428.00	
Miscellaneous (Utility Potholing)	1	LS @	\$3,250.00	\$3,250.00	
				TOTAL ODC'S	\$3,678.00

TOTAL \$29,656.85

ESTIMATE OF OTHER DIRECT COST (ODC) ITEMS
REPLACEMENT OF RAILROAD AVENUE BRIDGE OVER EAST CHANNEL STUBBE WASH
(BR. NO. 56C0101)

FPN: BRLO-5956(229)

Consultant: Overland, Pacific & Cutler, Inc.

Contract No.: _____

Date: 3/27/2017

Reproduction Cost Breakdown			
DESCRIPTION OF ITEMS	UNIT COST	ESTIMATED QUANTITY	TOTAL COST
		0	\$0.00
		0	\$0.00
		0	\$0.00
		0	\$0.00
		0	\$0.00
SUBTOTAL COST			\$0.00
Mailing and Special Delivery Cost Breakdown			
DESCRIPTION OF ITEMS	UNIT COST	ESTIMATED QUANTITY	TOTAL COST
		0	\$0.00
		0	\$0.00
		0	\$0.00
SUBTOTAL COST			\$0.00
Mileage & Travel			
DESCRIPTION OF ITEMS	UNIT COST	ESTIMATED QUANTITY	TOTAL COST
Mileage (2017 IRS Standard Rate)	\$0.535	800	\$428.00
	\$0.00	0	\$0.00
TOTAL BUDGET			\$428.00
Miscellaneous			
DESCRIPTION OF ITEMS	UNIT COST	ESTIMATED QUANTITY	TOTAL COST
Utility Potholing	\$650.00	5	\$3,250.00
	\$0.00	0	\$0.00
	\$0.00	0	\$0.00
	\$0.00	0	\$0.00
	\$0.00	0	\$0.00
SUBTOTAL COST			\$3,250.00
TOTAL ODCs			\$3,678.00

NOTES:

1. ODC items should be based on actual costs and supported by historical data and other documentation.
2. ODC items that would be considered "tools of the trade" are not reimbursable.
3. ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
4. ODC items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in overhead rate.

SUBCONSULTANT MANHOURLY WORKSHEET

COMPANY: **Overland, Pacific & Cutler, Inc.** SCOPE OF WORK: **Preliminary Engineering & Environmental Documentation** PHASE: **Phase I**

PROJECT: **Replacement of Railroad Avenue Bridge over East Channel Stubbe Wash [Br. No. 56C0101, FPN BRLO-5956(229)]** DATE: **March 27, 2017**

TASK: **SENIOR UTILITY COORDINATOR** **UTILITY MANAGER**

HOURS COST

\$107.74 \$188.79

Total Manhours	34	20	54
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TASK	34	20	54
1.1 Project Management			
1.2 Project Team Meetings		2	2
1.3 Quality Control and Quality Assurance (QC/QA)			
2.0 Research and Data Gathering			
2.1 Collect and Review Existing Information			
2.2 Conduct Field Review			
3.0 Preliminary Engineering			
3.1 Traffic Study (Technical Memorandum/Traffic Summary)			
3.2 Preliminary Utility Mapping	34	18	52
3.3 Permits			
3.4 Surveying and Right-of-Way Mapping (by County)			
3.5 Preliminary Geotechnical Studies			
3.6 Right-of-Way Requirements Map			
3.7 Geometric Approval Drawings			
3.8 Structure Advance Planning Study			
3.9 Hydrologic, Hydraulic and Scour Studies			
3.10 Advisory and Mandatory Fact Sheets			
3.11 Engineer's Estimate			
4.0 Environmental Clearance & Documentation			
4.1 Project Initiation			
4.2 Preliminary Environmental Study (PES)			
4.3 Technical Studies			
4.3.1 Hazardous Waste (Initial Site Assessment)			
4.3.2 Preliminary Site Assessment (Step-2)			
4.3.3 Water Quality Assessment Studies			
4.3.4 Natural Environmental Study			
4.3.5 Wetland Delineation and Assessment			
4.3.6 Section 4(f) Evaluation (Individual Finding)			

SUBCONSULTANT MANHOUR WORKSHEET

COMPANY: Overland, Pacific & Cutler, Inc.
 PROJECT: Replacement of Railroad Avenue Bridge over East Channel Stubbe Wash [Br. No. 56C0101, FPN BRL0-5956(229)]
 SCOPE OF WORK: Plans, Specifications & Estimate (PS&E)
 PHASE: Phase II
 DATE: March 27, 2017

SENIOR UTILITY COORDINATOR
 UTILITY MANAGER

TASK

HOURS COST

\$107.74 \$168.79

Total Manhours	110	42	152
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Task	Senior Utility Coordinator	Utility Manager	Total Hours	Total Cost
1.1 Project Management	8	2	10	\$ 1,199
1.2 Project Team Meetings				
1.3 Quality Control and Quality Assurance (QC/QA)				
5.1 Foundation Design Report				
5.2 Storm Water Pollution Prevention Plan (SWPPP)				
5.3 Utility Relocation Coordination	102	40	142	\$ 17,741
5.4 65% Roadway Plans				
5.5 65% Signing, Striping and Detour Plans				
5.6 95% Civil Roadway PS&E				
5.7 Bridge Type Selection				
5.8 65% Unchecked Structure Plans				
5.9 Bridge Design Independent Check				
5.10 95% Structure PS&E				
5.11 Final 100% Design PS&E and Contract Bid Documents				
5.12 Right-of-Way Legal Descriptions and Plats (by County)				
5.13 Right-of-Way Appraisal and Acquisition (by County)				
6.0 Permitting				
6.1 ACOE Section 404 Nationwide Permit				
6.2 RWQCB Section 401 Water Quality Certification				
6.3 CDFW Section 1602 Streambed Alteration Agreement				
6.4 Caltrans Encroachment Permit (Step 2)				

SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY: Overland, Pacific & Cutler, Inc.	SCOPE OF WORK: Preliminary Engineering & Environmental Documentation	PHASE: Phase I
PROJECT: Replacement of Chuckwalla Valley Road over Aztec Ditch [Br. No. 56C0102, FPN BRLO-5956(239)]		DATE: March 27, 2017

DIRECT LABOR

PERSONNEL	POSITION	HOURS	RATE	AMOUNT	
Pete Castelan	Senior Utility Coordinator	34	@ \$36.21	\$1,231.14	
Mike Parker	Utility Manager	19	@ \$56.73	\$1,077.87	
		TOTAL HOURS	53	TOTAL DIRECT LABOR	\$2,309.01

MULTIPLIERS

ESCALATION @	4.838%	(of Direct Labor)	\$111.71
FRINGE BENEFIT @	37.30%	(of Direct Labor + Escalation)	\$902.93
GENERAL AND ADMINISTRATIVE @	120.70%	(of Direct Labor + Escalation)	\$2,921.81
PROFIT (FIXED FEE) @	10.0%	(of Direct Labor + Escalation + Overhead)	\$624.55
TOTAL MULTIPLIERS			\$4,560.99

OTHER DIRECT COSTS

*** Billed at Actual Cost (See ODC Cost Estimate Work Sheet) ***

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT

TOTAL ODC'S

TOTAL \$6,870.00

SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY: Overland, Pacific & Cutler, Inc.	SCOPE OF WORK: Plans, Specifications & Estimate (PS&E)	PHASE: Phase II
PROJECT: Replacement of Chuckwalla Valley Road over Aztec Ditch [Br. No. 56C0102, FPN BRLO-5956(239)]		DATE: March 27, 2017

DIRECT LABOR

PERSONNEL	POSITION	HOURS	RATE	AMOUNT	
Pete Castelan	Senior Utility Coordinator	1	@ \$36.21	\$36.21	
Mike Parker	Utility Manager		\$56.73		
		TOTAL HOURS	1	TOTAL DIRECT LABOR	\$36.21

MULTIPLIERS

ESCALATION @	4.838%	(of Direct Labor)	\$1.75
FRINGE BENEFIT @	37.30%	(of Direct Labor + Escalation)	\$14.16
GENERAL AND ADMINISTRATIVE @	120.70%	(of Direct Labor + Escalation)	\$45.82
PROFIT (FIXED FEE) @	10.0%	(of Direct Labor + Escalation + Overhead)	\$9.79
TOTAL MULTIPLIERS			\$71.53

OTHER DIRECT COSTS

*** Billed at Actual Cost (See ODC Cost Estimate Work Sheet) ***

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
TOTAL ODC'S				

TOTAL \$107.74

SUBCONSULTANT MANHOURLY WORKSHEET

COMPANY: Overland, Pacific & Cutler, Inc.	SCOPE OF WORK: Preliminary Engineering & Environmental Documentation	PHASE: Phase I
PROJECT: Replacement of Chuckwalla Valley Road over Aztec Ditch [Br. No. 56C0102, FPN BRLO-5956(239)]		DATE: March 27, 2017

TASK	SENIOR UTILITY COORDINATOR	UTILITY MANAGER	HOURS	COST
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\$107.74 \$168.79

Total Manhours	34	19	53
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TASK	SENIOR UTILITY COORDINATOR	UTILITY MANAGER	HOURS	COST
1.1 Project Management				
1.2 Project Team Meetings		1		
1.3 Quality Control and Quality Assurance (QC/QA)				
2.0 Research and Data Gathering				
2.1 Collect and Review Existing Information				
2.2 Conduct Field Review				
3.0 Preliminary Engineering				
3.1 Traffic Study (Technical Memorandum/Traffic Summary)				
3.2 Preliminary Utility Mapping	34	18	52	\$ 6,701
3.3 Permits				
3.4 Surveying and Right-of-Way Mapping (by County)				
3.5 Preliminary Geotechnical Studies				
3.6 Right-of-Way Requirements Map				
3.7 Geometric Approval Drawings				
3.8 Structure Advance Planning Study				
3.9 Hydrologic, Hydraulic and Scour Studies				
3.10 Advisory and Mandatory Fact Sheets				
3.11 Engineer's Estimate				
4.0 Environmental Clearance & Documentation				
4.1 Project Initiation				
4.2 Preliminary Environmental Study (PES)				
4.3 Technical Studies				
4.3.1 Hazardous Waste (Initial Site Assessment)				
4.3.2 Preliminary Site Assessment (Step-2)				
4.3.3 Water Quality Assessment Studies				
4.3.4 Natural Environmental Study				
4.3.5 Wetland Delineation and Assessment				
4.3.6 Section 4(f) Evaluation (Individual Finding)				
4.3.7 Visual Resources (Minor Visual Impact Assessment)				

SUBCONSULTANT MANHOOUR WORKSHEET

COMPANY: **Overland, Pacific & Cutfur, Inc.** SCOPE OF WORK: **Preliminary Engineering & Environmental Documentation** PHASE: **Phase I**

PROJECT: **Replacement of Chuckwalla Valley Road over Tarrantula Ditch [Br. No. 56C0103, FPN BRLO-5956(227)]** DATE: **March 27, 2017**

SENIOR UTILITY COORDINATOR
UTILITY MANAGER

TASK

HOURS COST

\$107.74 \$168.79

	34	19	53
Total Manhours			
1.1 Project Management			
1.2 Project Team Meetings		1	1
1.3 Quality Control and Quality Assurance (QC/QA)			
2.0 Research and Data Gathering			
2.1 Collect and Review Existing Information			
2.2 Conduct Field Review			
3.0 Preliminary Engineering			
3.1 Traffic Study (Technical Memorandum/Traffic Summary)			
3.2 Preliminary Utility Mapping	34	18	52
3.3 Permits			
3.4 Surveying and Right-of-Way Mapping (by County)			
3.5 Preliminary Geotechnical Studies			
3.6 Right-of-Way Requirements Map			
3.7 Geometric Approval Drawings			
3.8 Structure Advance Planning Study			
3.9 Hydrologic, Hydraulic and Scour Studies			
3.10 Advisory and Mandatory Fact Sheets			
3.11 Engineer's Estimate			
4.0 Environmental Clearance & Documentation			
4.1 Project Initiation			
4.2 Preliminary Environmental Study (PES)			
4.3 Technical Studies			
4.3.1 Hazardous Waste (Initial Site Assessment)			
4.3.2 Preliminary Site Assessment (Step-2)			
4.3.3 Water Quality Assessment Studies			
4.3.4 Natural Environmental Study			
4.3.5 Wetland Delineation and Assessment			
4.3.6 Section 4(f) Evaluation (Individual Finding)			

SUBCONSULTANT MANHOURLY WORKSHEET

COMPANY: Overland, Pacific & Cutler, Inc.
 PROJECT: Replacement of Chuckwalla Valley Road over Tarantula Ditch [Br. No. 56C0103, FPN BRLO-5956(227)]
 SCOPE OF WORK: Plans, Specifications & Estimate (PS&E)
 PHASE: Phase II
 DATE: March 27, 2017

SENIOR UTILITY COORDINATOR
 UTILITY MANAGER

TASK

HOURS COST

\$102.76 \$161.00

Total Manhours

1 1

TASK	HOURS	COST
1.1 Project Management	1	\$ 103
1.2 Project Team Meetings		
1.3 Quality Control and Quality Assurance (QC/QA)		
5.1 Foundation Design Report		
5.2 Storm Water Pollution Prevention Plan (SWPPP)		
5.3 Utility Relocation Coordination		
5.4 65% Roadway Plans		
5.5 65% Signing, Striping and Detour Plans		
5.6 95% Civil Roadway PS&E		
5.7 Bridge Type Selection		
5.8 65% Unchecked Structure Plans		
5.9 Bridge Design Independent Check		
5.10 95% Structure PS&E		
5.11 Final 100% Design PS&E and Contract Bid Documents		
5.12 Right-of-Way Legal Descriptions and Plats (by County)		
5.13 Right-of-Way Appraisal and Acquisition (by County)		
6.0 Permitting		
6.1 ACOE Section 404 Nationwide Permit		
6.2 RWQCB Section 401 Water Quality Certification		
6.3 CDFW Section 1602 Streambed Alteration Agreement		
6.4 Caltrans Encroachment Permit (Step 2)		

SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY: Overland, Pacific & Cutler, Inc.	SCOPE OF WORK: Plans, Specifications & Estimate (PS&E)	PHASE: Phase II
PROJECT: Replacement of Chuckwalla Valley Road over Sutro Ditch [Br. No. 56C0104, FPN BRLO-5956(226)]		DATE: March 27, 2017

DIRECT LABOR

PERSONNEL	POSITION	HOURS	RATE	AMOUNT	
Pete Castelan	Senior Utility Coordinator	1	@ \$36.21	\$36.21	
Mike Parker	Utility Manager		\$56.73		
		TOTAL HOURS	1	TOTAL DIRECT LABOR	\$36.21

MULTIPLIERS

ESCALATION @	4.838%	(of Direct Labor)	\$1.75
FRINGE BENEFIT @	37.30%	(of Direct Labor + Escalation)	\$14.16
GENERAL AND ADMINISTRATIVE @	120.70%	(of Direct Labor + Escalation)	\$45.82
PROFIT (FIXED FEE) @	10.0%	(of Direct Labor + Escalation + Overhead)	\$9.79
TOTAL MULTIPLIERS			\$71.53

OTHER DIRECT COSTS

*** Billed at Actual Cost (See ODC Cost Estimate Work Sheet) ***

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
TOTAL ODC'S				

TOTAL \$107.74

SUBCONSULTANT MANHOURLY WORKSHEET

COMPANY: **Overland, Pacific & Cutler, Inc.** SCOPE OF WORK: **Preliminary Engineering & Environmental Documentation** PHASE: **Phase I**

PROJECT: **Replacement of Chuckwalla Valley Road over Suro Ditch [Br. No. 56C0104, FPN BRLO-9856(226)]** DATE: **March 27, 2017**

TASK: **SENIOR UTILITY COORDINATOR** UTILITY MANAGER

\$107.74 \$168.79 **34** **19** **53**

TASK	SENIOR UTILITY COORDINATOR	UTILITY MANAGER	HOURS	COST
1.1 Project Management				
1.2 Project Team Meetings		1	1	\$ 169
1.3 Quality Control and Quality Assurance (QC/QA)				
2.0 Research and Data Gathering				
2.1 Collect and Review Existing Information				
2.2 Conduct Field Review				
3.0 Preliminary Engineering				
3.1 Traffic Study (Technical Memorandum/Traffic Summary)				
3.2 Preliminary Utility Mapping	34	18	52	\$ 6,701
3.3 Permits				
3.4 Surveying and Right-of-Way Mapping (by County)				
3.5 Preliminary Geotechnical Studies				
3.6 Right-of-Way Requirements Map				
3.7 Geometric Approval Drawings				
3.8 Structure Advance Planning Study				
3.9 Hydrologic, Hydraulic and Scour Studies				
3.10 Advisory and Mandatory Fact Sheets				
3.11 Engineer's Estimate				
4.0 Environmental Clearance & Documentation				
4.1 Project Initiation				
4.2 Preliminary Environmental Study (PES)				
4.3 Technical Studies				
4.3.1 Hazardous Waste (Initial Site Assessment)				
4.3.2 Preliminary Site Assessment (Step-2)				
4.3.3 Water Quality Assessment Studies				
4.3.4 Natural Environmental Study				
4.3.5 Wetland Delineation and Assessment				
4.3.6 Section 4(f) Evaluation (Individual Finding)				
4.3.7 Visual Resources (Minor Visual Impact Assessment)				

SUBCONSULTANT MANHOOUR WORKSHEET

SCOPE OF WORK: Preliminary Engineering & Environmental Documentation		PHASE: Phase I
COMPANY: Overland, Pacific & Cutler, Inc.	DATE: March 27, 2017	
PROJECT: Replacement of Chuckwalla Valley Road over Acari Ditch [Br. No. 56C0108, FPN BRLO-6956(225)]		

TASK	SENIOR UTILITY COORDINATOR	UTILITY MANAGER	HOURS	COST
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\$107.74 \$168.79

Total Manhours	34	19	53
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TASK	SENIOR UTILITY COORDINATOR	UTILITY MANAGER	HOURS	COST
1.1 Project Management				
1.2 Project Team Meetings	1		1	\$ 169
1.3 Quality Control and Quality Assurance (QC/QA)				
2.0 Research and Data Gathering				
2.1 Collect and Review Existing Information				
2.2 Conduct Field Review				
3.0 Preliminary Engineering				
3.1 Traffic Study (Technical Memorandum/Traffic Summary)				
3.2 Preliminary Utility Mapping	34	18	52	\$ 6,701
3.3 Permits				
3.4 Surveying and Right-of-Way Mapping (by County)				
3.5 Preliminary Geotechnical Studies				
3.6 Right-of-Way Requirements Map				
3.7 Geometric Approval Drawings				
3.8 Structure Advance Planning Study				
3.9 Hydrologic, Hydraulic and Scour Studies				
3.10 Advisory and Mandatory Fact Sheets				
3.11 Engineer's Estimate				
4.0 Environmental Clearance & Documentation				
4.1 Project Initiation				
4.2 Preliminary Environmental Study (PES)				
4.3 Technical Studies				
4.3.1 Hazardous Waste (Initial Site Assessment)				
4.3.2 Preliminary Site Assessment (Step-2)				
4.3.3 Water Quality Assessment Studies				
4.3.4 Natural Environmental Study				
4.3.5 Wetland Delineation and Assessment				
4.3.6 Section 4(f) Evaluation (Individual Finding)				

SUBCONSULTANT MANHOURLY WORKSHEET

COMPANY: Overland, Pacific & Cutler, Inc. SCOPE OF WORK: Preliminary Engineering & Environmental Documentation PHASE: Phase II
 PROJECT: Replacement of Chuckwalla Valley Road over Acari Ditch [Br. No. 56C0108, FPN BRLO-5956(225)] DATE: March 27, 2017

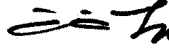
TASK	SENIOR UTILITY COORDINATOR	UTILITY MANAGER	HOURS	COST

Total Manhours	1		\$107.74	\$168.79
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TASK	SENIOR UTILITY COORDINATOR	UTILITY MANAGER	HOURS	COST
1.1 Project Management				
1.2 Project Team Meetings	1		1	\$ 108
1.3 Quality Control and Quality Assurance (QC/QA)				
5.1 Foundation Design Report				
5.2 Storm Water Pollution Prevention Plan (SWPPP)				
5.3 Utility Relocation Coordination				
5.4 65% Roadway Plans				
5.5 65% Signing, Striping and Detour Plans				
5.6 95% Civil Roadway PS&E				
5.7 Bridge Type Selection				
5.8 65% Unchecked Structure Plans				
5.9 Bridge Design Independent Check				
5.10 95% Structure PS&E				
5.11 Final 100% Design PS&E and Contract Bid Documents				
5.12 Right-of-Way Legal Descriptions and Plats (by County)				
5.13 Right-of-Way Appraisal and Acquisition (by County)				
6.0 Permitting				
6.1 ACOE Section 404 Nationwide Permit				
6.2 RWQCB Section 401 Water Quality Certification				
6.3 CDFW Section 1602 Streambed Alteration Agreement				
6.4 Caltrans Encroachment Permit (Step 2)				

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: County of Riverside Transportation Dept. 2. Contract DBE Goal: 0%
 3. Project Description: Replacement of Six Chuckwalla Valley Road and Railroad Avenue Bridges
 4. Project Location: Chuckwalla Valley Road near Desert Center and Railroad Avenue near Cabazon
 5. Consultant's Name: CNS Engineers, Inc. 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %	
PM, Bridge & Roadway Design	33395	James J. Lu / (951) 687-1005	45%	
FPN: BRLO-5956(228), BRLO-5956 (229), BRLO-5956(239), BRLO-5956				
(227), BRLO-5956(226), BRLO-5956 (225)				
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	45 %	
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: <u>Varies (See above)</u> 19. Proposed Contract Execution Date: _____ 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. <div style="display: flex; justify-content: space-between;"> <div data-bbox="889 1400 1214 1451">  _____ 12. Preparer's Signature </div> <div data-bbox="1247 1421 1432 1451"> <u>2/1/2017</u> _____ 13. Date </div> </div> <div style="display: flex; justify-content: space-between;"> <div data-bbox="889 1485 1214 1515"> <u>James J. Lu</u> _____ 14. Preparer's Name </div> <div data-bbox="1247 1485 1432 1515"> <u>(951) 687-1005</u> _____ 15. Phone </div> </div> <div style="display: flex; justify-content: space-between;"> <div data-bbox="889 1549 1214 1578"> <u>President</u> _____ 16. Preparer's Title </div> </div>			
20. Local Agency Representative's Signature		21. Date		
22. Local Agency Representative's Name		23. Phone		
24. Local Agency Representative's Title				

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

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

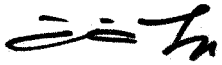
1. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement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

LOCAL AGENCY SECTION

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

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: County of Riverside Transportation Dept. 2. Contract DBE Goal: 0%
 3. Project Description: Replacement of Six Chuckwalla Valley Road and Railroad Avenue Bridges
 4. Project Location: Chuckwalla Valley Road near Desert Center and Railroad Avenue near Cabazon
 5. Consultant's Name: CNS Engineers, Inc. 6. Prime Certified DBE: 7. Total Contract Award Amount: \$2,983,071.34
 8. Total Dollar Amount for **ALL** Subconsultants: \$1,548,057.51 9. Total Number of **ALL** Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
PM, Bridge & Road Design	33395	James J. Lu/ (951) 687-1005	\$1,435,013.83
FPN: BRLO-5956(228), BRLO-5956(229), BRLO-5956(239), BRLO-5956(227), BRLO-5956(226), BRLO-5956(225)			
Local Agency to Complete this Section			\$1,435,013.83
20. Local Agency Contract Number: _____			14. TOTAL CLAIMED DBE PARTICIPATION
21. Federal-Aid Project Number: <u>See above.</u>			
22. Contract Execution Date: _____			48.10 %
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.  3/26/2018 15. Preparer's Signature _____ 16. Date _____ James J. Lu (951) 687-1005 17. Preparer's Name _____ 18. Phone _____ President 19. Preparer's Title _____
23. Local Agency Representative's Signature _____	24. Date _____		
25. Local Agency Representative's Name _____	26. Phone _____		
27. Local Agency Representative's Title _____			

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

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

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

APPENDIX D MANDATORY FISCAL AND FEDERAL PROVISIONS

(Based on Caltrans 10-R Dated August 2016)

Definitions:

- A. CONSULTANT means the same as ENGINEER in the Agreement.
B. Contract means the same as Agreement in the Agreement.
C. LOCAL AGENCY means the same as COUNTY in the Agreement
D. Contract Administrator means the same as COUNTY PROJECT MANAGER in the Agreement

Mandatory Fiscal and Federal provisions:

Table listing articles I through XV and their corresponding page numbers, such as Article I Performance Period D-1, Article II Allowable Costs and Payments D-1, etc.

ARTICLE I PERFORMANCE PERIOD (Verbatim)

- A. This contract shall go into effect on _____ contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end on June 30, 2024 unless extended by contract amendment.
B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

ARTICLE II ALLOWABLE COSTS AND PAYMENTS (Verbatim)

- A. The method of payment for this contract will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY'S approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.

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- B. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of **\$127,451.23**. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- D. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

TLMA Account Payable
Tayfun Saglam, PE, County Project Manager
PO BOX 1605
Riverside, CA 92502
- H. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed **\$2,983,071.34**.
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by LOCAL AGENCY's Contract Administrator.
- J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

ARTICLE III TERMINATION (Verbatim)

- A. LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.
- C. The maximum amount for which the LOCAL AGENCY shall be liable if this contract is terminated is **\$2,983,071.34** dollars.

ARTICLE IV COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS (Verbatim)

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.

ARTICLE V RETENTION OF RECORDS/AUDIT (Verbatim)

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

ARTICLE VI AUDIT REVIEW PROCEDURES (Verbatim)

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

ARTICLE VII SUBCONTRACTING (Verbatim)

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities

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and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.

- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.
- D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE VIII EQUIPMENT PURCHASE (Verbatim)

- A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "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, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY 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 LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at 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 LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

ARTICLE IX STATE PREVAILING WAGE RATES (Verbatim)

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

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

ARTICLE X CONFLICT OF INTEREST (Verbatim)

- A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- D. 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 contract 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.

ARTICLE XI REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION (Verbatim)

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XII PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING (Verbatim)

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:
1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

ARTICLE XIII STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

ARTICLE XIV DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

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

ARTICLE XV DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this contract is 48.10 %. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as LOCAL AGENCY deems appropriate.
- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from LOCAL AGENCY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting LOCAL AGENCY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be

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returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.

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