

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.29  
(ID # 18286)

**MEETING DATE:**  
Tuesday, April 12, 2022

**FROM :** TLMA-TRANSPORTATION:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:  
Approval of the Consulting Services Agreement between the County of Riverside and Mark Thomas & Company, Inc. for the Nuevo Road Bridge Rehabilitation and Widening Project Over San Jacinto River (Br. No. 56C-004) in Nuevo-Perris Area. District 5. [\$1,766,212 Total Cost - Federal Funds 89% and Gas Tax 11%]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Consulting Services Agreement between the County of Riverside and Mark Thomas & Company, Inc. for Nuevo Road Bridge Rehabilitation and Widening Project Over San Jacinto River (Br. No. 56C-004) in Nuevo-Perris Area in the amount of \$1,766,212 through March 29, 2029 and authorize the Chair of the Board to execute the same.

**ACTION:Policy**


  
Mark Lancaster, Director of Transportation 3/1/2022

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Perez, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: April 12, 2022  
xc: Trans.

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Years:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 350,000	\$ 1,416,212	\$ 1,766,212	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Federal (HBP) Highway Bridge Program (89%), Gas Tax (11%). There are no General Funds used in this project.			<b>Budget Adjustment:</b> No <b>For Fiscal Year:</b> 21/22-28/29	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The County of Riverside is proposing to rehabilitate the existing Nuevo Road Bridge over the San Jacinto River in the Nuevo-Perris Area. The existing structure is a 2-lane reinforced concrete slab bridge and was constructed in 1956. The existing bridge is currently listed in the federal Eligible Bridge List (EBL) with a sufficiency rating (SR) of 73.2 according to the Bridge Inspection Report prepared by CALTRANS Structure Maintenance and Investigations (SM&I). Since the bridge has SR lower than 80, the bridge is eligible for major rehabilitation in accordance with the Highway Bridge Program (HBP) guidelines.

Nuevo Road is functionally classified as an Urban Arterial in the County General Plan, and the road is on the federal aid system. The arterial at the project area is experiencing growing traffic demand and has been adopted for widening to a four-lane road in the Southern California Association of Governments (SCAG) 2012-2035 Regional Transportation Plan. Since the bridge cross-section has already been rated functionally obsolete and a roadway widening has been planned, it is essential to widen the existing bridge to four lanes to avoid a geometric "bottleneck" condition. The Nuevo Road connecting approach roadways will also be widened to accommodate the bridge widening.

Based on the current condition of the Bridge, it is recommended to perform a Life Cycle Cost Analysis (LCCA) on the bridge to evaluate the feasibility of Bridge rehabilitation/widening compared to the Bridge full replacement. This cost comparison analysis will include both bridge-only costs as well as total bridge plus roadway approach improvement costs. The LCCA Report will document the results of the cost comparison study, which will help the County to adopt the best preferred alternates.

A Request for Qualifications (RFQ) was published on the Transportation Department's website and the Press Enterprise newspaper to establish a pre-qualified list of consultants to provide Engineering and Environmental services for various projects identified in the TIP. To comply with the funding requirements, the department opted to use CALTRANS Local Assistance Procedures Manual (LAPM) Chapter 10 two-step process. Sixteen (16) firms submitted Statement of Qualifications (SOQ) as a first step in the selection process, which were carefully

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

reviewed and evaluated by representatives of the Department. All firms selected in the first step were requested to submit their technical proposals and oral presentations. The selection committee completed the final ranking for the consultants, according to the criteria set forth in the request for proposals and selected Mark Thomas as the highest ranked firm to provide the necessary environmental and engineering services. The detailed scope and the negotiated fee for performing preliminary engineering and environmental documentation for the bridge rehabilitation project are provided in Attachments "A" and "C" of the subject agreement.

The rehabilitation of Nuevo Road Bridge is primarily funded (88.53%) by Federal Highway Bridge Program (HBP) Funds.

Mark Thomas will begin work with a written Notice to Proceed (NTP) by the Director of Transportation, or designee.

**Impact on Residents and Businesses**

The replacement bridge will be designed in accordance with the latest state of the art bridge design criteria and are expected to improve the safety and reliability of travel.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The consultant's proposed fee for the Scope of Work is \$1,766,212. It is assumed that the bridge will be rehabilitated and widened. However, if the bridge replacement is the preferred alternative, the scope of work as described in Attachment "A" shall remain applicable. The total amount of the contract is not to exceed \$1,766,212. It will be funded with 88.53% Federal (HBP) Funds with 11.47% of local matching funds from Gas Tax.

The contract expiration date is March 29, 2029.

Preliminary and Environmental Documentation (PA&ED)	
Plans, Specification and Estimate (PS&E) & Construction Support	
For the rehabilitation of the Nuevo Road Bridge - Total Contract:	<b>\$1,766,212</b>

Work Order No.: C6-0092

**Contract History and Price Reasonableness**

The consultant's negotiated fee proposal is below the County's independent fee estimate and is comparable to current ongoing county projects of similar scope and complexity.

**ATTACHMENTS:**

Vicinity Map  
Consulting Services Agreement – Mark Thomas & Company, Inc.

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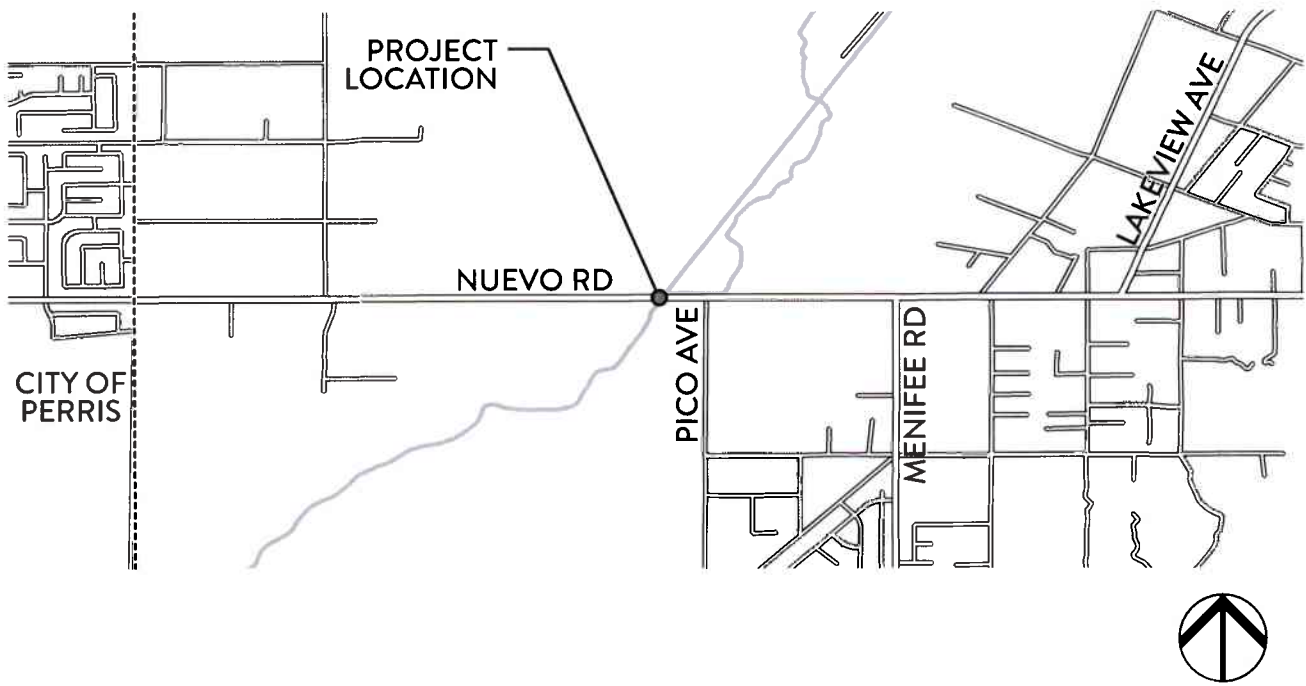
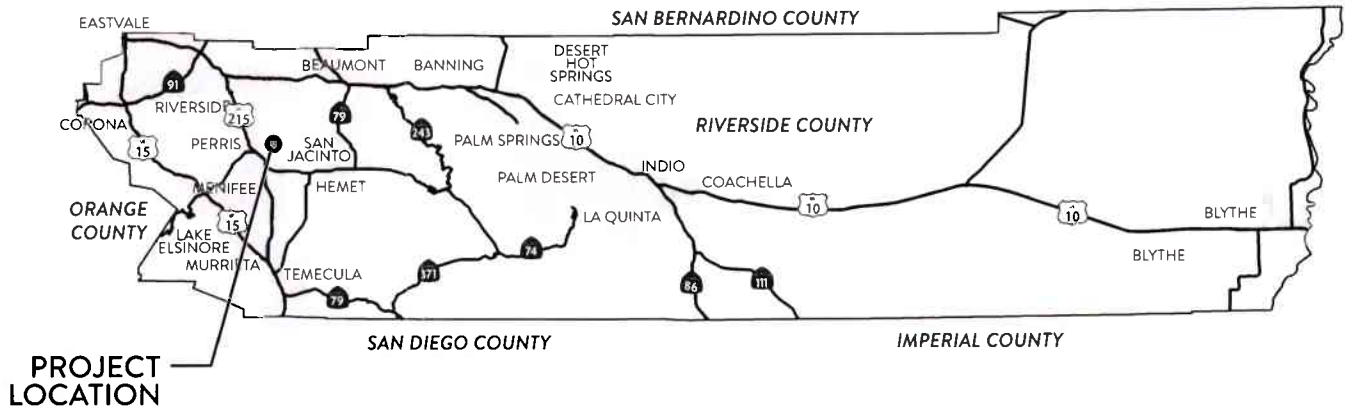
Jason Farin, Principal Management Analyst 4/4/2022



Cynthia M. Guzel, Chief Deputy County Counsel 3/31/2022

# Nuevo Road Bridge Rehabilitation and Widening

## Federal Project No. BRLS-5956(252)



VICINITY MAP

Contract No. 55-02-003  
Termination Date: 3/29/2029  
Amount Authorized: \$1,766,212.03

## CONSULTING SERVICES AGREEMENT

for

**NUEVO ROAD BRIDGE REHABILITATION AND WIDENDING  
PROJECT, OVER SAN JACINTO RIVER (BR. No. 56C0004)**

between

**County of Riverside • Transportation Department**

and

**MARK THOMAS & COMPANY, INC.**



APR 12 2022

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### ATTACHMENTS

*In the event that the terms in any of the Attachments conflicts with the terms as provided in the Agreement, the terms of the Agreement shall prevail.*

Scope of Services.....	A1
Schedule of Services.....	B1
Compensation Plan .....	C1
[Caltrans Local Assistance Procedures Manual: Exhibit 10-02 Consultant Contract DBE Commitment.....]	D1

**ARTICLE I INTRODUCTION**

A. This Consulting Services Agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between COUNTY OF RIVERSIDE, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and *Mark Thomas & Company, Inc., a California Corporation*, hereinafter referred to as “CONSULTANT”.

B. Coordination of CONSULTANT and COUNTY activities shall be accomplished through a CONSULTANT Project Manager and a COUNTY Contract Administrator.

The CONSULTANT’s Project Manager for CONSULTANT shall be:

*Julie Passalacqua, PE*

Located at:

*701 University Avenue, Suite 200  
Sacramento, CA 95825*

The COUNTY’s Contract Administrator for COUNTY shall be:

*Umer Ahmed*

Located at:

*3525 14<sup>TH</sup> Street, Riverside, CA 92501*

C. CONSULTANT shall perform:

The covenants set forth in Article III entitled Statement of Work;

In accordance with the time frames set forth in Article IV entitled Performance Period;

For the fees set forth in Article V entitled Allowable Costs and Payments.

D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of COUNTY.

E. Without the written consent of COUNTY, this contract is not assignable by CONSULTANT either in whole or in part.

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

G. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT’s expenses incurred in the performance hereof, including travel and per diem, unless



1 otherwise expressly so provided.

2 H. COUNTY is designated as the lead agency for PROJECT and is working cooperatively with other agencies in  
3 the effort to complete the PROJECT.

4 I. Other public agencies that may be involved with the PROJECT including, but not limited to cooperative,  
5 funding, reviewing, regulatory or operating agencies are listed below and will hereinafter be collectively  
6 referred to as the "AGENCIES".

7 Federal Highway Administration

8 California Department of Transportation

9 California Department of Fish and Wildlife

10 United States Army Corps of Engineers

11 Regional Water Quality Control Board

12 Western Riverside County Regional Conservation Authority

13 United States Fish and Wildlife Service

14 Southern California Association of Governments

15 State Historic Preservation Office

16 United States Environmental Protection Agency

17 Native American Heritage Commission (NAHC)

18 Local Native American tribe(s)

19 South Coast Air Quality Management District

20 Riverside County Flood Control and Water Conservation District

21 **OPTIONAL**

22 City of Perris

23 Eastern Municipal Water District

24 Nuevo Water Company

25 Southern California Edison

26 Southern California Gas Company

27 MCI – Telecommunications

28 Spectrum – Telecommunications

1  
2 **ARTICLE II CONSULTANT'S REPORTS OR MEETINGS**

3 A. To ensure understanding and performance of the contract objectives, meetings between COUNTY,  
4 AGENCIES, and CONSULTANT shall be held as often as deemed necessary (typically at least monthly). All  
5 work objectives, CONSULTANT's work schedule, the terms of the contract and any other related issues will  
6 be discussed and/or resolved. CONSULTANT shall keep minutes of meetings and distribute copies of  
7 minutes as appropriate. Progress reporting shall conform with the contract administration requirements of the  
8 COUNTY's Consulting Services Manual including providing updated copies of the following documents at  
9 each project coordination meeting.

- 10 • Meeting Agendas
- 11 • Meeting Sign-in Sheets
- 12 • Meeting Minutes (prior meeting)
- 13 • Action Items Tracking List
- 14 • Deliverables Tracking List
- 15 • Schedule Summary

16 B. CONSULTANT's Project Manager shall meet with COUNTY's Contract Administrator, as needed, which could  
17 be as often as monthly, to discuss progress on the contract.

18 **ARTICLE III STATEMENT OF WORK**

19 CONSULTANT shall furnish all technical and professional services including labor, material, equipment,  
20 transportation, supervision, and expertise to fully and adequately perform and complete the covenants set forth in  
21 Attachment A, Scope of Services, which is attached hereto and incorporated herein by reference.

22 **ARTICLE IV PERFORMANCE PERIOD**

23 A. This contract shall go into effect upon the issuance of a notice to proceed from COUNTY's Contract  
24 Administrator after this contract has been approved by the County of Riverside Board of Supervisors, and  
25 CONSULTANT shall commence work after notification to proceed by COUNTY'S Contract Administrator. The  
26 contract shall end on [3/29/2029](#), unless extended by contract amendment.

27 B. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the  
28 contract is fully executed and approved by COUNTY.

1 C. Services provided under this contract may be performed in separate Milestones or Phases. The sequencing  
2 and scheduling of these Milestones or Phases is set forth in Attachment B, Schedule of Services, which is  
3 attached hereto and incorporated herein by reference.

4 **ARTICLE V ALLOWABLE COSTS AND PAYMENTS**

5 A. The method of payment for this contract will be based on actual cost plus a fixed fee. COUNTY will  
6 reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental  
7 costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work.  
8 CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee  
9 benefits, travel, equipment rental, overhead, and other estimated costs set forth in Attachment C, the  
10 CONSULTANT's Compensation Plan, which is attached hereto and incorporated herein by reference, unless  
11 additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be  
12 reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in the  
13 Compensation Plan. In the event, that COUNTY determines that a change to the work from that specified in  
14 the Contract is required, the contract time or actual costs reimbursable by COUNTY shall be adjusted by  
15 contract amendment to accommodate the changed work. The maximum total cost as specified in Article V.H  
16 shall not be exceeded, unless authorized by contract amendment.

17 B. In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of \$58,485.44. The  
18 fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope  
19 of work and such adjustment is made by contract amendment.

20 C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the  
21 Compensation Plan.

22 D. When milestone or phase cost estimates are included in the Compensation Plan, CONSULTANT shall obtain  
23 prior written approval for a revised milestone or phase cost estimate from the COUNTY's Contract  
24 Administrator before exceeding such cost estimate.

25 E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs.  
26 A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If  
27 CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the  
28 Statement of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance  
29

1 with the provisions of Article VI Termination.

2 F. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.

3 G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's  
4 Contract Administrator of itemized invoices. Invoices shall be submitted no later than 45 calendar days after  
5 the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each  
6 Milestone or Phase and each project as applicable. Invoices shall follow the format stipulated for the  
7 Compensation Plan using the Project-specific & Multi-phase Contract Invoice templates provided in the  
8 COUNTY Consulting Services Manual and shall reference this contract number and project title. Final invoice  
9 must contain the final cost and all credits due COUNTY including any equipment purchased under the  
10 provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60  
11 calendar days after completion of CONSULTANT's work. Invoices shall be mailed to COUNTY's Contract  
12 Administrator at the address provided in Article I.B.

13 H. The total amount payable by COUNTY including the fixed fee shall not exceed \$1,766,212.03.

14 I. Salary increases will be reimbursable if the new salary is within the salary range identified in the  
15 Compensation Plan and is approved by COUNTY's Contract Administrator.

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

18 K. The services included under the terms of this contract are funded in whole or in part as noted below:

19 Federal funds:  are included  are not included

20 State funds:  are included  are not included

21 **ARTICLE VI TERMINATION**

22 A. COUNTY reserves the right to terminate this contract upon thirty (30) calendar days written notice to  
23 CONSULTANT with the reasons for termination stated in the notice.

24 B. COUNTY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the  
25 covenants herein contained at the time and in the manner herein provided. In the event of such termination,  
26 COUNTY may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this  
27 contract with CONSULTANT, COUNTY shall pay CONSULTANT the sum due to CONSULTANT under this  
28 contract prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the  
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1 contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract  
2 and the balance, if any, shall be paid to CONSULTANT upon demand.

3 **ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

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

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

9 C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to  
10 be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part  
11 31.000 et seq., are subject to repayment by CONSULTANT to COUNTY.

12 **ARTICLE VIII RETENTION OF RECORDS/AUDIT**

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

24 **ARTICLE IX AUDIT REVIEW PROCEDURES**

25 A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not  
26 disposed of by agreement, shall be reviewed by COUNTY'S Chief Financial Officer.

27 B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by  
28 COUNTY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in  
29

1 writing.

2 C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONSULTANT from full and  
3 timely performance, in accordance with the terms of this contract.

4 D. Audit Terms and Conditions if the amount shown in Article V.H is greater than \$150,000 and less than  
5 \$3,500,000.

6 CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or  
7 reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit  
8 work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work  
9 papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and  
10 regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to  
11 ensure federal, state, or local government officials are allowed full access to the CPA's work papers including  
12 making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and  
13 approved by COUNTY contract manager to conform to the audit or review recommendations. CONSULTANT  
14 agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this  
15 reference if directed by COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate audit or  
16 review recommendations, or to ensure that the federal, state or local governments have access to CPA work  
17 papers, will be considered a breach of contract terms and cause for termination of the contract and  
18 disallowance of prior reimbursed costs.

19 E. Audit Terms and Conditions if the amount shown in Article V.H is \$3,500,000 or greater and if Article V.K  
20 identifies that Federal or State funds are used, in whole or in part, to fund the services performed under this  
21 contract then compliance with the auditing provisions as described below is required. If the services are not  
22 identified as funded in whole or in part with Federal or State funds then compliance with the auditing  
23 provisions of Article IX.D shall apply.

24 CONSULTANT Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and  
25 Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR  
26 documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the COUNTY  
27 Contract Administrator to conform to the Work Paper Review recommendations included in the management  
28 letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the  
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1 Work Paper Review recommendations included in the management letter or audit recommendations included  
2 in the audit report will be considered a breach of the contract terms and cause for termination of the contract  
3 and disallowance of prior reimbursed costs.

4 1. During a Caltrans' review of the ICR audit work papers created by the CONSULTANT's independent  
5 CPA, Caltrans will work with the CPA and/or CONSULTANT toward a resolution of issues that arise  
6 during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely  
7 manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant  
8 approval letter, COUNTY will reimburse the CONSULTANT at a provisional ICR until a FAR compliant  
9 ICR {e.g. 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting  
10 Standards), if applicable; in accordance with procedures and guidelines of the American Association of  
11 State Highways and Transportation Officials Audit Guide; and other applicable procedures and  
12 guidelines} is received and approved by A&I. Provisional rates will be as follows:

13 a. If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the  
14 proposed rate.

15 b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the  
16 proposed rate.

17 c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.

18 2. If Caltrans is unable to issue a cognizant letter per Article IX.E.1. above, Caltrans may require  
19 CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3)  
20 months of the effective date of the management letter. Caltrans will then have up to six (6) months to  
21 review the CONSULTANT's and/or the independent CPA's revisions.

22 3. If the CONSULTANT fails to comply with the provisions of this Article IX.E, or if Caltrans is still unable to  
23 issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead  
24 cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the  
25 ICR and set forth in Article IX.E.1. above for all rendered services. In this event, this provisional ICR will  
26 become the actual and final ICR for reimbursement purposes under this contract.

27 4. CONSULTANT may submit to COUNTY final invoice only when all of the following items have occurred:  
28 (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under  
29

1 this contract has been completed to the satisfaction of LOCAL AGENCY; and, (3) Caltrans has issued its  
2 final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO COUNTY no later  
3 than 60 days after occurrence of the last of these items.

4 The provisional ICR will apply to this contract and all other contracts executed between COUNTY and the  
5 CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

6 **ARTICLE X SUBCONTRACTING**

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

14 B. CONSULTANT shall perform the work contemplated with resources available within its own organization and  
15 no portion of the work pertinent to this contract shall be subcontracted without written authorization by  
16 COUNTY's Contract Administrator, except that, which is expressly identified in the Compensation Plan.

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

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

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

23 **ARTICLE XI EQUIPMENT PURCHASE**

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

28 B. For purchase of any item, service or consulting work not covered in CONSULTANT's Compensation Plan and  
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1 exceeding \$5,000 prior authorization by COUNTY's Contract Administrator; three competitive quotations must  
2 be submitted with the request, or the absence of bidding must be adequately justified.

3 C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall  
4 maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful  
5 life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs  
6 replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the  
7 contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit COUNTY  
8 in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or  
9 private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to  
10 the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at  
11 CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals  
12 shall be obtained from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined  
13 to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY." 2  
14 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value  
15 greater than \$5,000 is credited to the project.

16 **ARTICLE XII STATE PREVAILING WAGE RATES**

17 In the event that a portion of the work performed by CONSULTANT are by crafts affected by state labor laws, the  
18 following terms and conditions shall apply.

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

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

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

1 When all of the work performed by CONSULTANT is performed by crafts not affected by state labor laws or are  
2 not contemplated for use, the State of California's General Prevailing Wage Rates are not applicable to this  
3 contract.

4 **Note:** The Federal "Payment of Predetermined Minimum Wage" applies only to federal-aid construction  
5 contracts.

6 **ARTICLE XIII CONFLICT OF INTEREST**

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

11 B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business  
12 interest that would conflict with the performance of services under this contract.

13 C. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid  
14 on any construction contract, or on any contract to provide construction inspection for any construction project  
15 resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons  
16 through joint-ownership, or otherwise.

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

21 **ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

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

27 **ARTICLE XV PROHIBITION OF EXPENDING COUNTY STATE OR FEDERAL FUNDS FOR LOBBYING**

28 A. CONSULTANT certifies to the best of his or her knowledge and belief that:  
29

1 1. No state, federal or COUNTY appropriated funds have been paid, or will be paid by-or-on behalf of  
2 CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state  
3 or federal agency; a Member of the State Legislature or United States Congress; an officer or employee  
4 of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in  
5 connection with the awarding of any state or federal contract; the making of any state or federal grant; the  
6 making of any state or federal loan; the entering into of any cooperative agreement, and the extension,  
7 continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or  
8 cooperative agreement.

9 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for  
10 influencing or attempting to influence an officer or employee of any federal agency; a Member of  
11 Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection  
12 with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and  
13 submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

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

21 **ARTICLE XVI STATEMENT OF COMPLIANCE**

22 A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury  
23 under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the  
24 nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of  
25 Regulations, Section 11102.

26 B. During the performance of this Contract, CONSULTANT and its subconsultants shall not unlawfully  
27 discriminate, harass, or allow harassment against any employee or applicant for employment because of sex,  
28 race, color, ancestry, religious, national origin, ethnic group identification, age, physical disability (including  
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1 HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), genetic information, marital  
2 status, or sexual orientation. CONSULTANT and subconsultants shall insure that the evaluation and  
3 treatment of their employees and applicants for employment are free from such discrimination and  
4 harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and  
5 Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder  
6 (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair  
7 Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in  
8 Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by  
9 reference and made a part hereof as if set forth in full. CONSULTANT and its subconsultants shall give  
10 written notice of their obligations under this clause to labor organizations with which they have a collective  
11 bargaining or other agreement.

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

19 D. The CONSULTANT, with regard to the work performed by it during the Agreement shall act in accordance  
20 with Title VI. Specifically, the CONSULTANT shall not discriminate on the basis of race, color, national origin,  
21 religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of  
22 materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the  
23 discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices  
24 when the Agreement covers a program whose goal is employment.

25 **ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION**

26 A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the  
27 laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines  
28 to Agencies on Government wide Debarment and Suspension (non procurement)", which certifies that he/she  
29

1 or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not  
2 currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal  
3 agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal  
4 agency within the past three (3) years; does not have a proposed debarment pending; and has not been  
5 indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any  
6 matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification  
7 must be disclosed to COUNTY.

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

11 C. Exceptions to the System for Award Management (SAM) maintained by the General Services Administration  
12 are to be determined by the Federal Highway Administration.

13 **ARTICLE XVIII FUNDING REQUIREMENTS**

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

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

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

23 D. COUNTY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by  
24 mutual agreement to amend the contract to reflect any reduction of funds.

25 **ARTICLE XIX CHANGE IN TERMS**

26 A. This contract may be amended or modified only by mutual written agreement of the parties.

27 B. All modifications that do not fit within the definition of a minor modification shall be considered a major change  
28 and must be approved by amendment.

1 C. Minor modifications are changes or additions to the services being provided as defined in Article III Statement  
2 of Work but that are consistent with and needed to complete the contracted services and do not require an  
3 increase in the total amount payable by COUNTY as provided in Article V.H and does not reduce the budget  
4 allowed for any subconsultant classified in this Agreement as a DBE. Minor modifications are approved as  
5 follows:

6 Shifting of budget and/or work between tasks within a single Milestone or Phase is allowable without  
7 authorization by COUNTY.

8 Shifting of budget and/or work between different Milestones or Phases may be approved by execution of an  
9 Administrative Budget Modification by both CONSULTANT and COUNTY in accordance with the procedures  
10 specified in the COUNTY Consulting Services Manual.

11 D. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and  
12 notification to proceed has been provided by COUNTY's Contract Administrator.

13 E. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed as  
14 Key Personnel in the approved Scope of Services, which is a part of this contract without prior written  
15 approval by COUNTY's Contract Administrator.

16 **ARTICLE XX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION**

17 If Article V.K identifies that Federal funds are used, in whole or in part, to fund the services performed under this  
18 contract then compliance with the provisions of Article XX as described below is required. If Article V.K identifies  
19 that services are not funded in whole or in part with Federal funds than compliance with the requirements of  
20 Article XX is not required.

21 A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in  
22 Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on  
23 this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

24 B. The goal for DBE participation for this contract is 20%. Participation by DBE consultant or subconsultants  
25 shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-  
26 O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part  
27 of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to  
28 replace him/her with another DBE subconsultant, if the goal is not otherwise met.

- 1 C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the  
2 performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant  
3 shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.  
4 CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of  
5 US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material  
6 breach of this contract, which may result in the termination of this contract or such other remedy as COUNTY  
7 deems appropriate.
- 8 D. Any subcontract entered into as a result of this contract shall contain all of the provisions of Article XX.
- 9 E. A DBE firm may be terminated only with prior written approval from COUNTY and only for the reasons  
10 specified in 49 CFR 26.53(f). Prior to requesting COUNTY consent for the termination, CONSULTANT must  
11 meet the procedural requirements specified in 49 CFR 26.53(f).
- 12 F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the  
13 contract and is carrying out its responsibilities by actually performing, managing, and supervising the work  
14 involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used  
15 on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing  
16 (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF,  
17 evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid  
18 under the, contract is commensurate with the work it is actually performing, and other relevant factors.
- 19 G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or  
20 project through which funds are passed in order to obtain the appearance of DBE participation. In  
21 determining whether a DBE is such an extra participant, examine similar transactions, particularly those in  
22 which DBEs do not participate.
- 23 H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its  
24 contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than  
25 would be expected on the basis of normal industry practice for the type of work involved, it will be presumed  
26 that it is not performing a CUF.
- 27 I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into  
28 with certified DBEs. The records shall show the name and business address of each DBE or vendor and the  
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1 total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of  
2 payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work  
3 performed by their own forces along with the corresponding dollar value of the work.

4 J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form  
5 entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants"  
6 CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized  
7 representative and shall be furnished to the COUNTY's Contract Administrator with the final invoice. Failure  
8 to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the  
9 dollar value of the invoice being withheld from payment until the form is submitted. The amount will be  
10 returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business  
11 Enterprises (DBE), First-Tier Subconsultants" is submitted to the COUNTY's Contract Administrator.

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

16 **ARTICLE XXI CONTINGENT FEE**

17 CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or  
18 retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage,  
19 brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling  
20 agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this  
21 warranty, COUNTY has the right to annul this contract without liability; pay only for the value of the work actually  
22 performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full  
23 amount of such commission, percentage, brokerage, or contingent fee.

24 **ARTICLE XXII DISPUTES**

25 A. In the event CONSULTANT considers any work demanded of him to be outside the requirements of the  
26 Agreement, or if he considers any order, instruction, or decision of COUNTY to be unfair, he shall promptly  
27 upon receipt of such order, instruction or decision, ask for a written confirmation of the same whereupon he  
28 shall proceed without delay to perform the work or to conform to the order, instruction, or decision; but unless  
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1 CONSULTANT finds such order, instruction, or decision satisfactory, he shall within 20 days after receipt of  
2 same, file a written protest with COUNTY stating clearly and in detail his objections and reasons therefore.  
3 Except for such protests or objections as are made of record in the manner specified and within the time  
4 stated herein, and except for such instances where the basis of a protest could not reasonably have been  
5 foreseen by CONSULTANT within the time limit specified for protest, CONSULTANT hereby waives all  
6 grounds for protests or objections to the orders, instruction, or decisions of COUNTY and hereby agrees that,  
7 as to all matters not included in such protests, the orders, instructions and decisions of COUNTY will be  
8 limited to matters properly falling within COUNTY's authority.

9 B. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of  
10 by agreement shall be decided by a committee consisting of COUNTY's Contract Administrator and Director  
11 of Transportation or designee, who may consider written or verbal information submitted by CONSULTANT.

12 C. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and  
13 estimate, CONSULTANT may request review by COUNTY Governing Board of unresolved claims or disputes,  
14 other than audit. The request for review will be submitted in writing.

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

17 **ARTICLE XXIII INSPECTION OF WORK**

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

21 **ARTICLE XXIV SAFETY**

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

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

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

4 D. In the event CONSULTANT performs trenching of five feet or deeper in the performance any service provided  
5 under this Agreement, CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA)  
6 permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices,  
7 work, method, operation, or process related to the construction or excavation of trenches which are five feet  
8 or deeper.

9 **ARTICLE XXV INDEMNIFICATION AND INSURANCE**

10 A. Basic Indemnity

11 1. To the fullest extent permitted by applicable law, CONSULTANT agrees to defend (through legal counsel  
12 reasonably acceptable to COUNTY), indemnify, and hold harmless the County of Riverside, its Agencies,  
13 Districts, Departments and Special Districts, Board of Supervisors, elected and appointed officials, and  
14 each of their respective directors, members officers, employees, agents, volunteers and representatives  
15 ("Indemnitees") and each of them from any and all Losses that arise out of or relate to any act or  
16 omission constituting ordinary and not professional negligence (including, without limitation, negligent  
17 breach of contract), recklessness, or willful misconduct on the part of CONSULTANT or its subconsultants  
18 or their respective employees, agents, representatives, or independent contractors.

19 2. "Losses" shall mean any and all economic and non-economic losses, costs, liabilities, claims, damages,  
20 actions, judgements, settlements and expenses, including, without limitation, full and actual attorney's  
21 fees (including, without limitation, attorney's fees for trial and on appeal), expert and non-expert witness  
22 fees, arbitrator and arbitration fees and mediator and mediation fees.3. CONSULTANT further agrees to  
23 and shall indemnify and hold harmless the Indemnitees from all liability arising from suits, claims,  
24 demands, actions, or proceedings made by agents, employees or subcontractors of CONSULTANT for  
25 salary, wages, compensation, health benefits, insurance, retirement or any other benefit not explicitly set  
26 forth in this contract and arising out of work performed for COUNTY pursuant to this contract. The  
27 Indemnitees shall be entitled to the defense and indemnification provided for hereunder regardless of  
28 whether the Loss is in part caused or contributed to by the acts or omissions of an Indemnitee or any  
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1 other person or entity; provided however, that nothing contained herein shall be construed as obligating  
2 CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not required under the  
3 provisions of Paragraph B. below.

4 **B. Indemnity for Design Professional Services**

- 5 1. To the fullest extent permitted by Applicable Law, CONSULTANT agrees to defend (through legal counsel  
6 reasonably acceptable to COUNTY), indemnify and hold harmless the Indemnitees, and each of them,  
7 against any and all Losses that arise out of, pertain to, or relate to, any negligence, recklessness or willful  
8 misconduct constituting professional negligence on the part of CONSULTANT or its Subconsultants, or  
9 their respective employees, agents, representatives, or independent contractors. The Indemnitees shall  
10 be entitled to the defense, and indemnification provided for hereunder regardless of whether the Loss is,  
11 in part, caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity;  
12 provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to  
13 indemnify and hold harmless any Indemnitee to the extent not required under the provisions of this  
14 section. CONSULTANT shall defend and pay, all costs and fees, including but not limited to attorney fees,  
15 cost of investigation, and defense, in any loss, suits, claims, demands, actions, or proceedings to the  
16 extent and in proportion to the percentage, such costs and fees arise out of, pertain to, or relate to the  
17 negligence, recklessness or willful misconduct of CONSULTANT arising out of or from the performance of  
18 professional design services under this Agreement. The duty to defend applies to any alleged or actual  
19 negligence, recklessness, willful misconduct of CONSULTANT. The cost for defense shall apply whether  
20 or not CONSULTANT is a party to the lawsuit and shall apply whether or not CONSULTANT is directly  
21 liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to  
22 be actively negligent, but only in proportion to the percentage of fault or negligence of CONSULTANT.
- 23 2. Without affecting the rights of COUNTY under any other provision of this Agreement, CONSULTANT shall  
24 not be required to indemnify or hold harmless or provide defense or defense costs to an Indemnitee for a  
25 Loss due to that Indemnitee's negligence, recklessness or willful misconduct; provided, however, that  
26 such negligence, recklessness or willful misconduct has been determined by agreement of  
27 CONSULTANT and Indemnitee or has been adjudged by the findings of a court of competent jurisdiction.
- 28 3. CONSULTANT agrees to obtain or cause to be obtained executed defense and indemnity agreements  
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1 with provisions identical to those set forth in this section from each and every Subconsultant, of every  
2 Tier.

3 4. CONSULTANT's indemnification obligations under this Agreement shall not be limited by the amount or  
4 type of damages, compensation or benefits payable under any policy of insurance, workers'  
5 compensation acts, disability benefit acts or other employee benefit acts.

6 5. The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and consultant costs in  
7 pursuing or enforcing their right to defense and/or indemnification under this Agreement.

8 **B. INSURANCE**

9 Without limiting or diminishing the CONSULTANT'S obligation to indemnify or hold the COUNTY harmless,  
10 CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the  
11 following insurance coverage's during the term of this Agreement. As respects to the insurance section only,  
12 the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and  
13 Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed  
14 officials, agents or representatives as Additional Insureds.

15 1. Workers' Compensation:

16 If the CONSULTANT has employees as defined by the State of California, the CONSULTANT shall  
17 maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State  
18 of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with  
19 limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive  
20 subrogation in favor of the County of Riverside.

21 2. Commercial General Liability:

22 Commercial General Liability insurance coverage, including but not limited to, premises liability,  
23 unmodified contractual liability, products and completed operations liability, personal and advertising  
24 injury, and cross liability coverage, covering claims which may arise from or out of CONSULTANT'S  
25 performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's  
26 limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance  
27 contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2)  
28 times the occurrence limit.

1 3. Vehicle Liability:

2 If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then  
3 CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an  
4 amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a  
5 general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the  
6 occurrence limit. Policy shall name the COUNTY as Additional Insureds.

7 4. Professional Liability

8 CONSULTANT shall maintain Professional Liability Insurance providing coverage for the  
9 CONSULTANT's performance of work included within this Agreement, with a limit of liability of not less  
10 than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONSULTANT's Professional  
11 Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance  
12 shall continue through the term of this Agreement and CONSULTANT shall purchase at his sole expense  
13 either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates  
14 Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this  
15 Agreement; or 3) demonstrate through Certificates of Insurance that CONSULTANT has maintained  
16 continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will  
17 continue as long as the law allows.

18 5. General Insurance Provisions - All lines:

19 a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of  
20 California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are  
21 waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement  
22 for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

23 b. The CONSULTANT must declare its insurance self-insured retention for each coverage required  
24 herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall  
25 have the prior written consent of the County Risk Manager before the commencement of operations  
26 under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and  
27 at the election of the Country's Risk Manager, CONSULTANT'S carriers shall either; 1) reduce or  
28 eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a  
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1 bond which guarantees payment of losses and related investigations, claims administration, and  
2 defense costs and expenses.

3 c. CONSULTANT shall cause CONSULTANT'S insurance carrier(s) to furnish the County of Riverside  
4 with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of  
5 Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing  
6 by the County Risk Manager, provide original Certified copies of policies including all Endorsements  
7 and all attachments thereto, showing such insurance is in full force and effect. Further, said  
8 Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty  
9 (30) days written notice shall be given to the County of Riverside prior to any material modification,  
10 cancellation, expiration or reduction in coverage of such insurance. In the event of a material  
11 modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate  
12 forthwith, unless the County of Riverside receives, prior to such effective date, another properly  
13 executed original Certificate of Insurance and original copies of endorsements or certified original  
14 policies, including all endorsements and attachments thereto evidencing coverage's set forth herein  
15 and the insurance required herein is in full force and effect. CONSULTANT shall not commence  
16 operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified  
17 original copies of endorsements and if requested, certified original policies of insurance including all  
18 endorsements and any and all other attachments as required in this Section. An individual authorized  
19 by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and  
20 the Certificate of Insurance.

21 d. It is understood and agreed to by the parties hereto that the CONSULTANT'S insurance shall be  
22 construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured  
23 retention's or self-insured programs shall not be construed as contributory.

24 e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope  
25 of services; or, there is a material change in the equipment to be used in the performance of the  
26 scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5)  
27 years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of  
28 liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the  
29

1 amount or type of insurance carried by the CONSULTANT has become inadequate.

2 f. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of  
3 subconsultants working under this Agreement.

4 g. The insurance requirements contained in this Agreement may be met with a program(s) of self-  
5 insurance acceptable to the COUNTY.

6 h. CONSULTANT agrees to notify COUNTY of any claim by a third party or any incident or event that  
7 may give rise to a claim arising from the performance of this Agreement.

8 **ARTICLE XXVI OWNERSHIP OF DATA**

9 A. Ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this  
10 contract will automatically be vested in COUNTY; and no further agreement will be necessary to transfer  
11 ownership to COUNTY. CONSULTANT shall furnish COUNTY all necessary copies of data needed to  
12 complete the review and approval process.

13 B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or  
14 machine-readable form, are intended for one-time use in the construction of the project for which this contract  
15 has been entered into. CONSULTANT acknowledges that the plans, drawings and/or other work products  
16 may be used by COUNTY for the PROJECT regardless of any disputes that may develop between  
17 CONSULTANT and COUNTY. All plans, drawings, or other work product shall be deemed the sole and  
18 exclusive property of COUNTY to be used as desired by COUNTY, and ownership thereof is irrevocably  
19 vested in COUNTY whether the PROJECT is implemented or not.

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

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

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

3 **ARTICLE XXVII CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR**

4 A. If claims are filed by COUNTY's construction contractor relating to work performed by CONSULTANT's  
5 personnel, and additional information or assistance from CONSULTANT's personnel is required in order to  
6 evaluate or defend against such claims, CONSULTANT agrees to make its personnel available for  
7 consultation with COUNTY'S construction contract administration and legal staff and for testimony, if  
8 necessary, at depositions and at trial or arbitration proceedings.

9 B. CONSULTANT's personnel that COUNTY considers essential to assist in defending against construction  
10 contractor claims will be made available on reasonable notice from COUNTY. Consultation or testimony will  
11 be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel  
12 services under this contract.

13 C. Services of CONSULTANT's personnel in connection with COUNTY's construction contractor claims will be  
14 performed pursuant to a written contract amendment, if necessary, extending the termination date of this  
15 contract in order to resolve the construction claims.

16 **ARTICLE XXVIII CONFIDENTIALITY OF DATA**

17 A. All financial, statistical, personal, technical, or other data and information relative to COUNTY's operations,  
18 which are designated confidential by COUNTY and made available to CONSULTANT in order to carry out this  
19 contract, shall be protected by CONSULTANT from unauthorized use and disclosure.

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

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

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



1 E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

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

4 **ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

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

10 **ARTICLE XXX LEGAL COMPLIANCE**

11 CONSULTANT shall comply with all Federal, State and local laws, statutes, ordinances, rules and regulations,  
12 and the orders and decrees of any courts or administrative bodies or tribunals currently in effect and in any  
13 manner affecting the performance of this Agreement, including, without limitation, workers' compensation laws  
14 and licensing and regulations. Failure to comply by CONSULTANT may be grounds for termination by the  
15 COUNTY.

16 **ARTICLE XXXI EVALUATION OF CONSULTANT**

17 CONSULTANT's performance may be evaluated by COUNTY. A copy of the evaluation will be sent to  
18 CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the  
19 contract record.

20 **ARTICLE XXXII RETENTION OF FUNDS**

21 A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.

22 B. COUNTY will withhold the last 10 percent of the budget for preparation of the final PS&E documents. The 10  
23 percent retainage is to be held after 90% of the PS&E phase has been billed and is not to be deducted from  
24 each invoice. The amount retained will be paid to CONSULTANT after COUNTY has approved  
25 CONSULTANT's PS&E documents. The CONSULTANT, or subconsultant, shall return all monies withheld in  
26 retention from a subconsultant within thirty (30) days after receiving payment. Federal law (49 CFR 26.29)  
27 requires that any delay or postponement of payment over thirty (30) days may take place only for good cause  
28 and with the COUNTY's prior written approval. Any violation of this provision shall subject the violating  
29

1 CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of  
2 the Business and Professions Code. These requirements shall not be construed to limit or impair any  
3 contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in  
4 the event of a dispute involving late payment or nonpayment by the CONSULTANT, deficient subconsultant  
5 performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime  
6 consultant and subconsultants.

7 **ARTICLE XXXIII NOTIFICATION**

8 All notices hereunder and communications regarding interpretation of the terms of this contract and changes  
9 thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage  
10 prepaid, and addressed to the CONSULTANT's Project Manager and COUNTY's Contract Administrator at the  
11 respective addresses provided in Article I.B.

12 **ARTICLE XXXIV CONTRACT**

13 The two parties to this contract, who are the before named CONSULTANT and the before named COUNTY,  
14 hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate  
15 between the two parties. Both of these parties for and in consideration of the payments to be made, conditions  
16 mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and  
17 conditions of this contract as evidenced by the signatures below.

18  
19 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which  
20 together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures,  
21 such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act  
22 ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that  
23 the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to  
24 have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol,  
25 or process attached to or logically associated with an electronic record and executed or adopted by a person with  
26 the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA  
27 authorizes use of an electronic signature for transactions and contracts among parties in California, including a  
28 government agency. Digital signature means an electronic identifier, created by computer, intended by the party  
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1 using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon  
2 by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in  
3 subdivision (i) of Section 1633.2 of the Civil Code.

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1 **ARTICLE XXXV APPROVALS**


2 **COUNTY Approvals**

3 **RECOMMENDED FOR APPROVAL:**

4  
5   
6 \_\_\_\_\_

7 **Mark Lancaster**  
8 **Director of Transportation**

10 **APPROVED AS TO FORM:**

11 **County Counsel**  
12   
13 \_\_\_\_\_

14 **By Deputy**

16 **APPROVAL BY THE BOARD OF SUPERVISORS**

17   
18 \_\_\_\_\_

20 **JEFF HEWITT**  
21 PRINTED NAME  
22 **Chair, Riverside County Board of Supervisors**

23 **ATTEST:**

25   
26 \_\_\_\_\_

27 **KECIA HARPER**  
28 **Clerk of the Board (SEAL)**

**CONSULTANT Approvals**

**CONSULTANT:**

  
\_\_\_\_\_

**Robert Himes**  
PRINTED NAME

**Vice President**  
TITLE

**CONSULTANT:**

  
\_\_\_\_\_

**R. Matt Brogan**  
PRINTED NAME

**Secretary**  
TITLE

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1 **ARTICLE XXXV APPROVALS**

2 **COUNTY Approvals**

3 RECOMMENDED FOR APPROVAL:

4  
5   
6 \_\_\_\_\_

7 Mark Lancaster

8 Director of Transportation

9  
10 APPROVED AS TO FORM:

11 County Counsel

12  
13 \_\_\_\_\_

14 By Deputy

15  
16 APPROVAL BY THE BOARD OF SUPERVISORS

17  
18 \_\_\_\_\_

19  
20 JEFF HEWITT  
21 PRINTED NAME

22 Chair, Riverside County Board of Supervisors

23 ATTEST:

24  
25  
26 \_\_\_\_\_

27 KECIA HARPER

28 Clerk of the Board (SEAL)

**CONSULTANT Approvals**

CONSULTANT:

  
\_\_\_\_\_

Robert Himes

PRINTED NAME

Vice President

TITLE

CONSULTANT:

  
\_\_\_\_\_

R. Matt Brogan

PRINTED NAME

Secretary

TITLE

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**ARTICLE AI • INTRODUCTION**

**A. DESCRIPTION**

The County of Riverside (COUNTY) in cooperation with the State of California Department of Transportation (CALTRANS) have determined that there is a significant need for bridge improvements on the existing Nuevo Road Bridge over San Jacinto River. The existing Nuevo Road Bridge is approximately 254.6 feet long and 29'-10" wide. The bridge was originally built in 1956.

The bridge is listed in the Federal Eligible Bridge List (EBL) with a Sufficiency Rating (SR) of 73.2 according to the Bridge Inspection Report prepared by CALTRANS Structure Maintenance and Investigations (SM&I). This bridge has been flagged Structurally Deficient (SD) and Functionally Obsolete (FO). Since the bridge has SR lower than 80, the bridge is eligible for major rehabilitation in accordance with the Highway Bridge Program (HBP) guidelines.

This PROJECT proposes to rehabilitate and widen the existing 2 lane Nuevo Road Bridge (Br. No. 56C-0004). The proposed Nuevo Road Bridge will be widened to 4 lanes. The Nuevo Road connecting approach roadways will be widened to accommodate the bridge widening. This PROJECT is proposed to be primarily funded by Federal Highway Bridge Program (HBP) Funds. Therefore, it must conform to the process and the procedures of the CALTRANS Office of Local Programs.

**B. LOCATION**

The PROJECT site is located in the COUNTY approximately 1.2 miles west of Lakeview Avenue in the County of Riverside, California.



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3 **C. COORDINATION**

4 CONSULTANT shall coordinate with other involved agencies for compatible design and phasing of  
5 construction with existing conditions. Coordination may include, but will not necessarily be limited to the  
6 following:

- 7 • Federal Highway Administration (FHWA)
- 8 • CALTRANS
- 9 • County of Riverside Departments
- 10 • Utility Companies
- 11 • Western Riverside County Regional Conservation Authority (RCA)
- 12 • U.S. Army Corps of Engineers (USACE)
- 13 • U.S. Fish and Wildlife Service (USFWS)
- 14 • California Department of Fish and Wildlife (CDFW)
- 15 • Regional Water Quality Control Board (RWQCB)
- 16 • Riverside County Flood Control & Water Conservation District (RCFC & WCD)
- 17 • Southern California Air Quality Management District (SCAQMD)

18 **D. PHASES**

19 The services performed by CONSULTANT will be accomplished in 4 Phases:

- 20 • Phase I – Project Approval/Environmental Document
- 21 • Phase II – Plans, Specifications & Estimates
- 22 • Phase III – Construction Bid Support
- 23 • Phase IV – Construction Support

24 Phase I shall proceed upon written notice to proceed by COUNTY. The subsequent phases shall not proceed  
25 until authorized in writing by COUNTY.

26 **E. STANDARDS**

27 The Plans, Specifications and Estimates shall be prepared in accordance with current State Department of  
28 Transportation (CALTRANS) regulations, policies, procedures, manuals and standards including compliance

29 **Consulting Services Agreement: Attachment A • Scope of Services**

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2 with Federal Highway Administration (FHWA) requirements and/or COUNTY Road Standards as appropriate.  
3 Improvements of local roads may be prepared in accordance with COUNTY standards in lieu of CALTRANS  
4 standards as directed by the COUNTY PROJECT MANAGER. CONSULTANT will prepare fact sheets for  
5 COUNTY approval, documenting the exceptions to mandatory and advisory design standards. All documents  
6 shall be prepared using English Standard Units and dimensions.

7 **1. Environmental**

8 Environmental documents and services shall be performed in accordance with CALTRANS Standard  
9 Environmental Reference (SER) including requirements of the California Environmental Quality Act (CEQA)  
10 and the National Environmental Policy Act (NEPA).

11 **2. Survey**

12 All preliminary surveys and aerial mapping, if required, shall be performed by COUNTY.

13 **3. Design**

14 Roadway design shall be in accordance with the current CALTRANS Highway Design Manual and its  
15 revisions and/or COUNTY Road Standards as appropriate. Traffic design shall be in accordance with the  
16 Manual of Uniform Traffic Control Devices (MUTCD) and the California Supplement. Basic design shall be  
17 in accordance with the approved Technical Report and final Environmental Document including any  
18 supplements and/or updates. MicroStation (compatible with current CALTRANS version) software will be  
19 used as the design software.

20 **4. Geographical Information System (GIS)**

- 21 a. "GIS Information" shall include GIS digital files (including the information or data contained therein)  
22 and any other information, data, or documentation from COUNTY GIS (regardless of medium or  
23 format) that is provided pursuant to this Agreement.
- 24 b. CONSULTANT acknowledges that the unauthorized use, transfer, assignment, sublicensing, or  
25 disclosure of the GIS information, documentation, or copies thereof will substantially diminish their  
26 value to COUNTY. CONSULTANT acknowledges and agrees that COUNTY GIS information is a  
27 valuable proprietary product, embodying substantial creative efforts, trade secrets, and confidential  
28 information and ideas. COUNTY GIS information is and shall remain the sole property of COUNTY;

- 1  
2 and there is no intention of COUNTY to transfer ownership of COUNTY GIS information.
- 3 c. COUNTY GIS information is made available to CONSULTANT solely for use in the normal course of  
4 CONSULTANT's business to produce reports, analysis, maps and other deliverables only for this  
5 PROJECT and as described within the Scope of Services.
- 6 d. CONSULTANT agrees to indemnify and hold harmless COUNTY, its officers, employees and agents  
7 from any and all liabilities, claims, actions, losses or damages relating to or arising from  
8 CONSULTANT's use of COUNTY GIS information.
- 9 e. GIS information cannot be used for all purposes; and GIS information may not be complete for all  
10 purposes. Additional investigation or research by CONSULTANT into other sources will be required.  
11 GIS information is intended only as an information base and is not intended to replace any legal  
12 records. COUNTY has used and will continue to use its best efforts to correctly input into COUNTY  
13 GIS the information contained in various legal and other records; but COUNTY accepts no  
14 responsibility for any conflict with actual legal records or for information not transferred from legal  
15 records to COUNTY GIS. COUNTY has attempted to update GIS information as often as is practically  
16 feasible. However, CONSULTANT should be aware that GIS information may not be current and  
17 changes or additions to the information contained in COUNTY GIS may not yet be reflected in  
18 COUNTY GIS.
- 19 f. COUNTY accepts no responsibility for the use of GIS information; and COUNTY provides no warranty  
20 for the use of COUNTY GIS or COUNTY GIS information by CONSULTANT. THE WARRANTIES  
21 SPECIFICALLY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES,  
22 EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS  
23 FOR A PARTICULAR PURPOSE; AND SUCH OTHER WARRANTIES ARE HEREBY EXCLUDED.
- 24 g. Final plans, drawings or PROJECT work products will be provided in an electronic format suitable for  
25 inclusion within the COUNTY GIS or CADD Systems by CONSULTANT and will contain the  
26 appropriate meta data and will be geographically registered using as the California State Plane  
27 Coordinate System NAD 83.

28 **4. Project Files**

Project files shall be indexed in accordance with CALTRANS' Project Development Uniform File System.

**F. QUALITY CONTROL**

1. CONSULTANT shall implement and maintain the following quality control procedures during the preparation of the plans and documents relating to PROJECT. CONSULTANT shall have a quality control plan in effect during the entire time services are being performed under this Agreement. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected and back-checked, and all job related correspondence and memoranda routed and received by affected persons and then bound in appropriate job files. Where several drawings show different work in the same area, means shall be provided to avoid conflicts and misalignment in both new and existing improvements. Evidence that the quality control plan is functional may be requested by the COUNTY. All plans, calculations documents and other items submitted to the COUNTY for review shall be marked clearly as being fully checked and that the preparation of the material followed the quality control plan established for the work.
2. CONSULTANT has total responsibility for the accuracy and completeness of all data, reports, plans, specifications and estimates prepared for this PROJECT and shall check all such material accordingly. COUNTY will review all work product deliverables. The responsibility for accuracy and completeness of such items remains solely that of CONSULTANT. Neither COUNTY'S review or approval shall give rise to any liability or responsibility on the part of COUNTY, or waive any of COUNTY'S rights, or relieve CONSULTANT of its professional responsibilities or obligations under this Agreement.
3. The plans, designs, estimates, calculations, reports and other documents furnished in accordance with the Scope of Services shall meet the criteria for acceptance and be a product of neat appearance, well organized, technically and grammatically correct, checked and having the preparer and checker identified. The minimum standard of appearance, organization and contents shall be of similar types produced by COUNTY and AGENCIES. If any work product submitted is not complete and ready for use by COUNTY, it shall be marked "Draft" or similar designation to indicate it is not ready for use by COUNTY. COUNTY expects that all work product not so designated is ready for and can be used on

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**PROJECT.**

- 4. The page identifying preparers of engineering reports, the title sheet for specifications and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of the certificate, and signature of the professional engineer(s) responsible for their preparation.

**G. VALUE ENGINEERING**

- 1. Elements of PROJECT may be considered for Value Engineering Studies. To this end, the COUNTY Contract Administrator may direct the CONSULTANT to examine the various elements of a design segment and submit an informal written statement or memorandum addressing those elements where it appears significant savings and other advantages can be realized. The statement shall be sufficiently informative to enable COUNTY to determine whether to direct a detailed Value Engineering Study or possibly direct immediate design changes where the value of the change is apparent without the need of detailed study and analysis.
- 2. CONSULTANT or its subcontractors shall not incorporate in the design materials or equipment of single or sole source origin without written approval of COUNTY. Proprietary names of material or equipment shall not be used in the plans and specifications.

**H. KEY PERSONNEL**

The CONSULTANT has represented to the COUNTY that certain key personnel will perform the services and if one or more of such personnel should become unavailable, CONSULTANT may substitute other personnel of at least equal competence only after prior written approval by the COUNTY PROJECT MANAGER has been secured. The key personnel for performance of this PROJECT are:

<b>Assignment</b>	<b>Key Personnel</b>
Principal in Charge	Darin Johnson, PE
Project Manager	Julie Passalacqua, PE
Lead Roadway Engineer	Josh Cospers, PE
Lead Structures Engineer	Marshall Moore, SE
Lead Environmental Planner	Ryan Todaro
QA/QC Engineer	Paul Mittica, PE

1  
2 The Project Manager shall be a registered civil engineer in the State of California. All documents and  
3 deliverables submitted that represent engineering work shall be signed and stamped (including registration  
4 Number) by an engineer/land surveyor with an appropriate license/registration for the work performed.

5 **I. COUNTY RESPONSIBILITIES**

6 The following includes tasks to be completed by the COUNTY:

- 7 • COUNTY will provide standards, existing plans, and manuals when requested by CONSULTANT and  
8 available to COUNTY personnel.
- 9 • COUNTY will provide survey generally as described below:
  - 10 – Provide survey controls.
  - 11 – Verify that COUNTY survey control points are still in place and undisturbed.
  - 12 – Provide survey records research, including grant deeds and right-of-way documents in support  
13 of right-of-way base mapping prepared by COUNTY surveyor.
  - 14 – Prepare existing right-of-way and parcel mapping.
  - 15 – Prepare topographic mapping.
  - 16 – Coordinate permits for right-of-entry with property owners.
  - 17 – Obtain and review title reports, identify easements and encumbrances.
  - 18 – Prepare appraisals for temporary and permanent right-of-way and perform appraisal review.
  - 19 – Certify new acquired right-of-way.

20 **J. CONTRACT DELIVERABLES**

21 ARTICLE AII • SERVICES TO BE PROVIDED below identifies the deliverables to the COUNTY by  
22 CONSULTANT. All deliverables will be provided in electronic format (word) and in electronic format (pdf) as  
23 identified in this scope of work unless otherwise noted.

24 **ARTICLE AII • SERVICES TO BE PROVIDED**

25 **1.1 PROJECT MANAGEMENT**

26 **Coordination and Communications**

- 27 1. Establish and implement a project document/correspondence management and distribution system to  
28 assure that information flows between all parties of the Project as intended.

29 ***Consulting Services Agreement: Attachment A • Scope of Services***

2. Communicate regularly with the COUNTY and project development team by telephone, email, written correspondence, and face-to-face meetings on monthly basis throughout the term of the contract.
3. Maintain a project contact list with names and contact information for all project development team members.
4. Prepare, maintain, and update an Action Item Log for review during monthly Project Development Team (PDT) meetings.
5. Prepare a project chronology listing all key decisions made over the life of the project and update for review during monthly PDT meetings.
6. Prepare a Submittal/Deliverable log and update for review during PDT meetings.
7. Prepare monthly progress reports and invoices

**Scheduling**

Prepare a detailed project baseline schedule using a work breakdown structure (WBS) consistent with this Scope of Work. Update and distribute one week in advance of each PDT Meeting. The schedule will include the following information:

1. Task dependencies as predecessors and successors
2. Anticipated task durations with beginning and end dates
3. Critical path with milestones

**Budgeting**

Monitor the budget for design services using a work breakdown structure consistent with this Scope of Work. Perform Earned Value Analysis on monthly basis.

**Project Administration**

1. Set up project accounting system consistent with the COUNTY's invoicing and tracking requirements.
2. Prepare subconsultant agreements.
3. Monitor subconsultant progress and review/approve invoices.
4. Prepare monthly progress reports and invoices in accordance with COUNTY guidelines. Monthly reports providing actual physical progress will be provided with every invoice.

**Deliverable(s):** Monthly Progress Reports and Invoice Packages

**Consulting Services Agreement: Attachment A • Scope of Services**



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2 **1.2 PROJECT TEAM MEETINGS**

3 Organize, schedule, and chair meetings and conference calls as necessary to provide progress updates,  
4 coordinate between technical disciplines, and facilitate overall project communication. The engineering  
5 design and environmental team leaders shall attend the PDT meetings as appropriate. Prepare meeting  
6 agendas and minutes within one week of the meeting for all meetings.

- 7 1. Kickoff Meeting (assume 1)  
8 2. PDT Meetings: Monthly Meeting (assume 36)  
9 3. Meetings with CALTRANS, as needed (assume 2)  
10 4. Public Information Meetings for NEPA and CEQA compliance (assume 1)

11 **Deliverable(s):** Meeting notices, agendas, special exhibits, and minutes

12 **1.3 QUALITY CONTROL AND QUALITY ASSURANCE (QC/QA)**

13 Establish and implement a quality control process to verify that all deliverables are complete and accurate,  
14 including but not limited to, ensuring that design calculations are independently checked and that exhibits,  
15 and plans are checked, corrected, and backchecked for accuracy and completeness. Subconsultant  
16 report submittals will be reviewed to confirm that appropriate background information, study methodology,  
17 interpretation of data, and format and content are completed in accordance with current standards. The  
18 QC/QA Plan will be submitted for COUNTY review and approval at the kickoff Meeting.

19 **Deliverable(s):** QC/QA Plan

20 **PHASE I- PRELIMINARY ENGINEERING AND ENVIRONMENTAL CLEARANCE**

21 **2.0 PRELIMINARY ENGINEERING**

22 **2.1 TRAFFIC STUDIES**

23 Performing the Traffic Studies as early in the project schedule as possible will be one of the highest  
24 priorities together with the preparation of the Life Cycle Cost Analysis Report. This is in an attempt to  
25 verify and confirm the scope of Nuevo Road Bridge Rehabilitation and Widening Project as described in  
26 the funding application document for the HBP funds.

27 CONSULTANT will contact the affected jurisdictions to obtain existing and forecast traffic volumes in the  
28 project vicinity. CONSULTANT will supplement this data with 24-hour machine counts. CONSULTANT

29 **Consulting Services Agreement: Attachment A • Scope of Services**

1  
2 will assess the proposed construction staging alternatives to verify sufficient roadway capacity will be  
3 provided to accommodate traffic during construction.

4 The traffic operations analysis will examine existing and future forecast year conditions in the vicinity of  
5 the Nuevo Road Bridge. The future forecast year conditions examined will be project opening year and a  
6 20-year horizon in accordance with CALTRANS' guidelines. The analysis will include examination of the  
7 following locations:

8 Traffic counts will be collected on the Nuevo Road Bridge to assess existing conditions. These will be  
9 directional volumes collected in 15 minute increments for a period of at least 24 hours. In addition, A.M.  
10 and P.M. peak period turning volume counts will be collected at intersections within the immediate vicinity  
11 of the bridge as deemed necessary. Three intersections will be included in the traffic operations analysis:  
12 Nuevo Rd & Pico Ave, Nuevo Rd & Foothill Ave, Nuevo Rd & Menifee Rd

13 Existing peak hour traffic conditions, levels of service and vehicle miles traveled (VMT) will be assessed  
14 for the locations identified for examination. To comply with the SB 743 requirement, CONSULTANT will  
15 complete a VMT assessment consistent with the County Transportation Analysis Guidelines (December  
16 2020). This will include running the RIVCOM model to estimate the potential for induced VMT in the study  
17 area by calculating link-level VMT within a specified boundary. CONSULTANT will work with County staff  
18 to verify the appropriate boundary to include in the VMT assessment. If VMT impacts are identified,  
19 appropriate mitigations will be identified. The levels of service for the roadway bridge widening and study  
20 intersections will be calculated using Highway Capacity Manual (HCM) 6<sup>th</sup> Edition methodologies.

21 Future traffic conditions will be developed using RIVCOM (the new Riverside County Travel Demand  
22 Model). CONSULTANT will run the TDF model and use the base and future year model assignment to  
23 conduct Difference Method forecasting for a 20 year horizon year (design year).

24 Opening year volumes will be developed by interpolating between existing traffic volumes and design year  
25 projections. Volumes will be developed for up to three scenarios: existing, opening year, design year.  
26 Because the project is not anticipated to induced travel, the same set of forecasts will be used between  
27 the No-Build and Build Alternative analysis scenario.

28 Based on the future levels of service, intersection and mid-block lane geometries will be identified to

1  
2 maintain minimum level of service standards as identified in the County's General Plan policies.

3 The results of the traffic operations analysis will be presented in a Traffic Analysis Report. This study will  
4 document the methodologies used to develop forecast traffic volumes, the level of service and vehicle  
5 miles traveled, existing traffic conditions, forecast opening year traffic conditions, future horizon year traffic  
6 conditions, and improvements needed to maintain satisfactory operations. A final Traffic Report will be  
7 completed to support the Environmental Document and Preliminary Engineering Report.

8 **Deliverable(s):** Traffic Report (Draft and Final)

9 **2.2 PRELIMINARY UTILITY RESEARCH AND UTILITY BASE MAP**

10 CONSULTANT shall perform a utility search on Nuevo Road for available as-built plans for the project  
11 area. CONSULTANT shall research records for both public and franchise utilities and shall plot the  
12 location of all existing facilities. CONSULTANT shall include preparation of a database of utility records  
13 indicating the type of utility, owner, drawing number, and other vital information. The identified utility  
14 companies shall be sent a letter on COUNTY's letterhead requesting information regarding existing and  
15 proposed utilities. Using the information obtained, CONSULTANT shall prepare a utility base map which  
16 shall be the basis of the Utility Information Sheet. CONSULTANT shall prepare a Utility Information Sheet.  
17 The names of all utilities and points of contact shall be developed. A description of the location, existing  
18 facility and potential conflicts with the project shall be prepared.

19 If necessary, CONSULTANT will coordinate with COUNTY and other agencies to arrange for potholing to  
20 confirm existing underground facilities. It is assumed that no more than seven pothole locations shall be  
21 needed. CONSULTANT shall coordinate the use of COUNTY field survey crews to locate potholed utilities  
22 by coordinates and elevations based on the project's survey controls. CONSULTANT will prepare  
23 potholing exhibits to adequately locate underground utilities, shall enter into a contract with a licensed  
24 contractor for the potholing of utilities, and shall verify appropriate permits are obtained from all appropriate  
25 jurisdictions prior to the start of work.

26 Contract between the CONSULTANT and the potholing contractor shall require that the Contractor's  
27 insurance policies name the CONSULTANT, the County of Riverside, and any other affected jurisdictions  
28 as additionally insured with respect to the contractor's general liability, excess liability and automobile

1  
2 liability policy. The contractor shall meet the insurance requirements, as set forth elsewhere in this  
3 agreement, except that the contractor will not be required to provide professional liability coverage.  
4 Review and approval of the Contractor's insurance certificate and endorsements by the COUNTY's  
5 representative shall be obtained prior to the start of potholing work.

6 CONSULTANT shall evaluate the potholing data and shall include the information on the utility plans in  
7 table format, with numbered or letter references to the location of the potholes.

8 **Deliverable(s):** Database of Utility Records, Utility Base Map with Potholing Data

9 **2.3 ENCROACHMENT PERMITS AND RIGHT OF ENTRY**

10 CONSULTANT will coordinate with the COUNTY and all required agencies to obtain all required  
11 encroachment permits and rights-of-entry needed for Phase I activities. As directed by COUNTY,  
12 CONSULTANT shall prepare and submit all permit applications. All permit filing fees are to be paid by  
13 COUNTY.

14 **2.4 SURVEYING AND RIGHT OF WAY MAPPING (BY COUNTY)**

15 Surveying, Topographic and Right-of-Way mapping will be provided by COUNTY forces. CONSULTANT  
16 is available to provide any surveying and topographic services the COUNTY requires. The COUNTY  
17 surveyor will also provide the waterway surveyed cross-sections.

18 **2.5 PRELIMINARY GEOTECHNICAL**

19 A Preliminary Foundation Report will be prepared for use in the preliminary plans and environmental  
20 documents. Initially, a geologic reconnaissance of the alignment will be made. Available existing  
21 subsurface information for the project area will be collected, including as-built Logs of Test Borings  
22 (LOTBs), geologic maps published by the California Division of Mines and Geology, geologic maps  
23 published by the United States Geological Survey and ground water well information. Available aerial  
24 photographs will be reviewed. Geologic and groundwater information on file with Riverside County and  
25 the University of California at Riverside also will be researched.

26 Based on the review of available data, and the geologic reconnaissance, CONSULTANT will provide  
27 seismic and geologic information and groundwater data for seismic retrofit analysis, preliminary plans, and  
28 environmental documents. CONSULTANT will identify any seismic and geologic hazards that will have a

1  
2 significant impact on the design and construction of the project. A Preliminary Foundation Report will be  
3 prepared documenting the results of the review.

4 If required, CONSULTANT will evaluate the axial and lateral capacity of the existing foundations for use  
5 in seismic retrofit analysis. All of the above work will be included in the Preliminary Foundation Report  
6 prepared by the CONSULTANT.

7 **Deliverable(s):** Preliminary Geotechnical Report

8 **2.6 RIGHT OF WAY REQUIREMENT MAP**

9 Based on the Right-of-Way Mapping provided by the COUNTY and the project improvements established  
10 during the Preliminary Geometric Plan task, CONSULTANT shall prepare a 30-Scale right-of-way  
11 requirements map showing the right-of-way lines, parcels, and anticipated limits of the additional  
12 permanent street easement and temporary construction easements necessary for the construction of the  
13 project improvements. The right-of-way requirements map shall include a table identifying the amount of  
14 area needed as a TCE or a street easement for each affected parcel.

15 **Deliverable(s):** Right-of-Way Requirements Map

16 **2.7 PRELIMINARY ROADWAY AND GEOMETRIC EXHIBIT**

17 CONSULTANT shall develop the horizontal and vertical layout of the rehabilitation and widening of the  
18 bridge structure on Nuevo Road based on the base mapping provided by the COUNTY. The geometric  
19 design shall delineate the original ground, traveled way, shoulders, cut/fill slopes, known utilities, and  
20 existing/proposed right-of-way. The proposed roadway cross-section shall be consistent with the City of  
21 Perris cross-section for the segment of Nuevo Road within the project area. The preliminary geometric  
22 exhibit will contain a proposed roadway alignment, roadway plan and profile on a 1" = 20' scale. The  
23 exhibit will also show limits of construction, project dimensions, and general identification of work as well  
24 as the centerline and edge of pavement design.

25 **Deliverable(s):** Preliminary Geometric Exhibit

26 **2.8 LIFE CYCLE COST ANALYSIS**

27 It is anticipated that a Life Cycle Cost Analysis (LCCA) will be necessary to evaluate the feasibility of bridge  
28 rehabilitation and widening compared to bridge replacement. CONSULTANT shall prepare a cost

29 **Consulting Services Agreement: Attachment A • Scope of Services**

1  
2 comparison analysis that includes both bridge-only costs as well as total (bridge plus roadway approach)  
3 costs. CONSTULANT shall prepare a LCCA Report documenting the results of the cost comparison study  
4 and providing a preferred recommendation. Bridge rehabilitation and widening is assumed to be the  
5 preferred alternative.

6 **Deliverable(s):** Life Cycle Cost Analysis Report

7 **2.9 BRIDGE TYPE SELECTION**

8 Based on the approved roadway geometric design plans for the preferred alternative, CONSULTANT shall  
9 prepare preliminary bridge design to a 35% design level including performing preliminary structural design  
10 and seismic analyses in accordance with CALTRANS bridge design standards. The preliminary structure  
11 study shall be summarized in a Bridge Type Selection Report (TSR). In addition to the structure-related  
12 discussion, the TSR shall include a summary discussion of various considerations including falsework (if  
13 required), utility relocation, stage construction, constructability-, hydraulics and scour, and geotechnical  
14 evaluation. The 35% bridge type selection design shall include a bridge general plan, a preliminary  
15 foundation plan, detailed cost estimates and other pertinent information needed to determine the proper  
16 structure type. CONSULTANT shall submit the TSR to the COUNTY for review and concurrence.

17 **Deliverable(s):** Bridge Type Selection

18 **2.10 HYDROLOGIC, HYDRAULIC AND SCOUR STUDIES**

19 CONSULTANT will develop the HEC-RAS model based on the FEMA 10-, 50-, 100-, and 500-year flood  
20 events, and a 100-year design discharge for the river from the Riverside County Flood Control and Water  
21 Conservation District. The HEC-RAS model will be prepared for the existing condition and for the  
22 proposed bridge improvements. The model shall include a floodway analysis for the 100-year storm event.  
23 CONSULTANT will develop an ultimate river section at the Nuevo Road Bridge.

24 CONSULTANT will evaluate San Jacinto River for scour that considers pier scour, general scour, and  
25 contraction scour. CONSULTANT will also evaluate the long-term channel profile based on an  
26 assessment of historical topographic mapping, existing control points along the river in conjunction with  
27 an equilibrium (stable) slope analysis with methods based on the hydraulic and bed-material conditions in  
28 the river. A total scour elevation will be computed by adding the pier scour, the governing element between

1  
2 general and contraction scour, and long-term degradation and subtracting that from the existing channel  
3 invert elevation.

4 CONSULTANT shall prepare a Bridge Hydraulics Report to summarize the recommendations and results  
5 from the hydraulic and scour analysis to support the final design for the proposed bridge crossings. This  
6 scope assumes that a sediment transport study or alluvial fan study is not required.

7 **Deliverable(s):** Bridge Hydraulic and Scour Evaluation Report (Draft and Final)

8 **3.0 ENVIRONMENTAL STUDIES AND DOCUMENTATION**

9 CONSULTANT will perform all required environmental research and analysis necessary for the Project,  
10 pursuant to the CEQA and the NEPA requirements, as well as the policies and procedures contained in  
11 CALTRANS' Environmental Handbook and Local Programs Manual. CONSULTANT shall perform all  
12 environmental documentation and coordination, which shall include the following:

13 **3.1 PROJECT INITIATION**

14 As part of project initiation, CONSULTANT will coordinate an initial public information meeting to inform  
15 local area residents and businesses about the project (this meeting will serve the same function as a  
16 scoping meeting, although a scoping meeting is not required for an EA). CONSULTANT will conduct all  
17 necessary activities to prepare for the meeting in terms of preparing and circulating notices (mailing list of  
18 property owners will be provided by the COUNTY), conducting up to two (2) team meetings needed to  
19 prepare for the meeting, and making presentations at the meeting itself. The meeting will be held either  
20 virtually or in-person. If an in-person meeting is conducted, COUNTY staff will be responsible for obtaining  
21 a meeting location. CONSULTANT will be responsible for preparing any large-scale exhibits of the project  
22 area for use in the meeting. CONSULTANT will develop a comment matrix to track all public comments  
23 received during the public meeting and will prepare a Final Meeting Summary to capture all public  
24 involvement activities.

25 **Deliverable(s):** Direct mailing, Comment Matrix, Final Meeting Summary

26 **3.2 PRELIMINARY ENVIRONMENTAL STUDY (PES)**

27 The CONSULTANT shall prepare the PES Form. This form is considered as a scoping document for the  
28 NEPA requirements from CALTRANS Local Assistance. The PES Form will identify the recommended

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federal environmental documentation, technical studies, surveys, approvals, agency coordination, and permits required for the bridge and roadway work. An Area of Potential Effects (APE) boundary will be created for each project alternative that is pursued.

During the preparation of the PES Form, the environmental team will review the alternative alignments and identify the studies required and potential impacts for chosen alignment. The preliminary environmental work will assist in determining which project alternative(s) have the least environmental impact. CONSULTANT' will integrate environmental concerns into the refinement of the alternatives.

**Deliverable(s):** PES Form

**3.3 TECHNICAL STUDIES**

CONSULTANT shall coordinate and prepare all required studies to be included in the Environmental Impact Report (EIR) and Environmental Assessment (EA). Preparation of all technical analyses and reports will follow local, state, and federal environmental guidelines, primarily consisting of the CALTRANS Standard Environmental Reference (SER) website, CALTRANS Local Assistance Procedures Manual, local and state CEQA Guidelines and FHWA Guidance on preparing and processing Environmental and Section 4(f) documents. The formats to be used for the technical studies will follow the guidance available on the CALTRANS SER website as of the date that those studies are initiated.

Unless otherwise noted, the deliverables for the technical studies will be a separate bound report including a standardized project description, a methodology relevant to each topic area, description of the affected environment, impact assessment and mitigation measures. Each screen check technical study will be submitted to the COUNTY for review. Following COUNTY review, the document will be revised, and a screen check technical study will be provided to CALTRANS for review. Following CALTRANS review, the document will be revised, and a draft technical study will be submitted to the COUNTY for review and approval before submitting to CALTRANS. Following CALTRANS and COUNTY review of the draft technical study, a second Draft of each technical study will be submitted to the COUNTY and CALTRANS. Following CALTRANS and COUNTY review of the second draft it is assumed that a revisions workshop will be held to address any outstanding comments, if any comments remain. Following the revisions workshop a final version of each report will be prepared. The final document will be submitted for final



1  
2 concurrence review from the COUNTY first and then CALTRANS. If the revisions are required due to the  
3 quality of the submittal made by CONSULTANT, then these revisions would not be considered out of  
4 scope.

5 **Deliverables:**

- 6 • Screen check technical studies (submitted to COUNTY first then to CALTRANS) digital copy to  
7 COUNTY
- 8 • Draft technical studies
- 9 • Second Draft technical studies Final technical studies for concurrence
- 10 • Final approved technical studies

11 Preparation of the following technical reports and memorandums are anticipated:

- 12 • Biological Resources
- 13 • Natural Environmental Study Report
- 14 • Aquatic Resources Delineation Report
- 15 • Focused Plant Species Memorandum (Coulter's goldfields, Davidson's saltscale, heart-leaved  
16 pitcher sage, little mousetail, mud nama, Nevin's barberry, Parish's brittlescale, prostrate  
17 navarretia, round-leaved filaree, San Jacinto Valley crownscale, smooth tarplant, thread-leaved  
18 brodiaea, Vail Lake ceanothus)
- 19 • Focused Wildlife Survey Memorandum (Stephen's kangaroo rat survey, burrowing owl survey, Los  
20 Angeles pocket mouse survey, least Bell's Vireo, Southwestern Willow Flycatcher, daytime bat  
21 habitat assessment, bat nighttime emergence survey, wildlife corridor movement survey)
- 22 • MSHCP Consistency Analysis
- 23 • Determination of Biologically Equivalent or Superior Preservation (DBESP) Report and Joint  
24 Project Review (JPR) Report
- 25 • Cultural Resources
- 26 • Historical Property Survey Report/Archaeological Survey Report
- 27 • Historic Resources Evaluation Report
- 28 • Air Quality Impact Assessment

29 **Consulting Services Agreement: Attachment A • Scope of Services**

- Noise Study Report
- Noise Abatement Decision Report
- Hazardous Waste Study (Initial Site Assessment)
- Phase 2 Testing for ADL and Asbestos
- Water Quality Technical Memo
- Visual Impact Assessment Technical Memo
- Community Impact Assessment
- Location Hydraulic Study and Summary Floodplain Encroachment Report

**Biological Resources**

Biological resource issues will be a key element in the design and approval of the Nuevo Road Bridge project. Aquatic resources threatened and endangered species (Stephen's kangaroo rat and spreading navarretia), and designated critical habitat (spreading navarretia) are present in the immediate vicinity of the project site. Potential project impacts to sensitive resources must be addressed in accordance with applicable protocols, regulations, and permitting procedures. CONSULTANT will conduct necessary surveys, prepare appropriate documentation, and process permits with regulatory agencies for an expeditious review and approval of the Nuevo Road Bridge project. CONSULTANT will utilize every aspect of the MSHCP to simplify and expedite the environmental process for the bridge project. The bridge rehabilitation and widening project may have the potential to impact protected species. CONSULTANT shall conduct focused surveys to allow sufficient time for Section 10 consultation.

**Natural Environmental Study (NES)**

CONSULTANT will perform a literature search and records check for sensitive biological elements reported in the project vicinity, conduct field surveys, and prepare the NES in accordance with Caltrans' Guidance for Consultants. The NES will include an analysis of types and sizes of habitats present on site and the importance of these habitats in a regional context. The report will also assess cumulative impacts to these resources based on development in surrounding areas and address areas that may qualify as wetlands, waters of the U.S., or streambed(s). Impacts to wildlife movement will also be assessed. CONSULTANT will recommend mitigation measures for the impacts identified during the

1  
2 study, including mitigation measures for impacts to sensitive biological elements.

3 **Aquatic Resources Delineation**

4 CONSULTANT will delineate jurisdictional wetlands and waters of the U.S., as defined by the United  
5 States Army Corps of Engineers (USACE), State Water Resources Control Board, and California  
6 Department of Fish and Wildlife. To identify the boundaries of the waters of the U.S., the ordinary high  
7 water mark will be identified within the Biological Study Area (BSA) using USACE's 2008 Field Guide  
8 to the Identification of the OHWM in the Arid West Region of the Western United States. The actual  
9 presence or absence of wetlands in the BSA will be verified through an analysis of hydrologic  
10 conditions, hydrophytic vegetation, and hydric soils pursuant to the USACE's 2008 Regional  
11 Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region and its 1987  
12 Corps of Engineers Wetlands Manual. The delineation results will be presented in a detailed report  
13 with appropriate technical documentation for use in permit applications. Attendance at field meetings  
14 with regulatory agencies for verifying the delineation and for adjusting the delineation as directed by  
15 the Corps of Engineers may be required.

16 **Focused Plant and Wildlife Surveys**

17 A preliminary review of literature resources has identified the potential occurrence of sensitive plants  
18 and wildlife species in the project vicinity. The CONSULTANT will conduct focused plant and wildlife  
19 surveys that are determined necessary during the initial biological reconnaissance and agency  
20 coordination; all surveys conducted will be consistent with the Western Riverside Multiple Species  
21 Habitat Conservation Plan. The CONSULTANT will conduct surveys in accordance with the latest  
22 USFWS and CDFW survey protocols for these species. Species which may require surveys include:

- 23
- 24 • Plants: Coulter's goldfields, Davidson's saltscale, heart-leaved pitcher sage, little mousetail,  
25 mud nama, Nevin's barberry, Parish's brittlescale, prostrate navarretia, round-leaved filaree,  
26 San Jacinto Valley crownscale, smooth tarplant, thread-leaved brodiaea, Vail Lake ceanothus
  - 27 • Wildlife: Steven's kangaroo rat, burrowing owl, Los Angeles pocket mouse, Southwestern  
28 Willow Flycatcher, least Bells' Vireo, and bats

29 **Bat Daytime Habitat Assessment**

1  
2 CONSULTANT shall conduct a visual survey of the bridge to identify and record potential day and/or  
3 night-roost habitat. A habitat assessment report will be prepared for inclusion in the NES.

4 **Bat Night Emergence Survey**

5 Should the habitat assessment identify the presence of day-roosting bats, CONSULTANT shall conduct  
6 a night emergence survey. Night vision and bioacoustics equipment shall be used to record bat activity  
7 and develop data on species and approximate population. CONSULTANT shall complete a report  
8 documenting results.

9 **MSHCP Consistency Analysis**

10 In order for the Regional Conservation Authority to make consistency determinations and prepare  
11 Findings for the project, the project must demonstrate consistency with Reserve Assembly goals and  
12 consistency with all other Plan requirements. The CONSULTANT will prepare information required for  
13 a MSHCP Consistency Determination by conducting a habitat assessment and consistency analysis.  
14 This task will include a Joint Project Review (JPR) checklist. All projects subject to discretionary actions  
15 within the Criteria Area are also subject to a Joint Project Review (JPR) unless exempt. The MSHCP  
16 Consistency Assessment will be included as a separate section in the NES.

17 **Determination of Biologically Equivalent or Superior Preservation (DBESP) Report**

18 Section 6.1.2 of the MSHCP describes procedures that verify the riparian habitat functions and values  
19 in the Plan Area are maintained. A DBESP will be prepared to demonstrate consistency with the  
20 Riparian/Riverine Guidelines and with the Additional Survey Needs and Procedures of the MSHCP in  
21 Section 6.3.2., dependent on the results of the focused surveys.

22 **Revegetation Plan**

23 To comply with requirements of regulatory agencies including USFWS, US Army Corps of Engineers, and  
24 CDFG, CONSULTANT will develop a revegetation plan that will consist of the plant/seed species selected,  
25 a planting plan sheet, and installation details.

26 **Cultural Resources**

27 CONSULTANT shall prepare documentation in accordance with Section 106 and AB 52. This work shall  
28 include the efforts to record archaeological and historical resources identified within the study area,

1  
2 including the investigation of the existing Nuevo Road Bridge based on the CALTRANS Bridge Inventory.  
3 A Historic Property Survey Report (HPSR) will be prepared to identify and evaluate each cultural resource  
4 in the project area and evaluate the potential for impacts this project could have on those resources.

5 **Historic Property Survey Report (HPSR) and Archaeological Survey Report (ASR)**

6 All cultural resource efforts will be completed in compliance with Section 106 of the National Historic  
7 Preservation Act (NHPA) and AB 52, and will follow the requirements set forth in the Caltrans  
8 Environmental Handbook Volume II, Cultural Resources and the Programmatic Agreement among the  
9 Federal Highway Administration, the Advisory Council on Historic Preservation, the California State  
10 Historic Preservation Officer (SHPO), and the CALTRANS Regarding Compliance with Section 106 of  
11 the NHPA, as it pertains to the administration of the Federal-aid Highway Program in California, and  
12 CEQA.

13 **Historic Resources Evaluation Report (HRER)**

14 CONSULTANT will prepare a Caltrans formatted HRER to evaluate the structural resources within the  
15 project footprint, including structures previously not evaluated. The report will evaluate the built  
16 environment for structures that are older than 50 years and that have been previously listed on or are  
17 eligible for the National Register of Historic Places (NRHP).

18 **Area of Potential Effects (APE) Map**

19 CONSULTANT will coordinate with COUNTY and CALTRANS to develop the APE Map for review and  
20 approval.

21 **Research** – A cultural resource records search will be conducted at the Eastern Information Center  
22 (EIC), located at the UC Riverside. The EIC is the state-designated repository for records concerning  
23 cultural resources in Riverside County. The records search will provide information on known cultural  
24 resources and on previous cultural resources investigations within a one-mile radius of the project area.  
25 Data sources that will be consulted at the EIC include archaeological site and artifact records, historic  
26 maps, reports from previous studies, and the state's Historic Resource Inventory for Riverside County,  
27 which contains listings for National Register of Historic Places, California Register of Historical  
28 Resources, California Historical Landmarks, and California Points of Historical Interest.

1  
2 In addition, CONSULTANT will complete research for the properties within the APE to determine built  
3 dates for any buildings and structures. If any buildings/structures 50 years and older or archaeological  
4 are located within the APE, additional tasks may be required.

5 **Native American Coordination** – CONSULTANT will contact the Native American Heritage  
6 Commission (NAHC). The NAHC will provide a list of Native American groups to contact regarding this  
7 project. CONSULTANT will coordinate with CALTRANS and the COUNTY to consult with the tribes.  
8 With COUNTY and CALTRANS approval, CONSULTANT will contact each tribe via certified mail. After  
9 28 days, CONSULTANT will follow up with those groups that have not commented via telephone.  
10 CONSULTANT will document all efforts to consult with each tribe. Consultation will be completed in  
11 compliance with Section 106 and AB 52.

12 **Field Survey** – CONSULTANT will conduct a systematic field survey of portions of the APE that are  
13 not obscured by asphalt/concrete, specifically focusing on the San Jacinto Riverbanks and terraces.  
14 The ground surface will be visually examined by an archaeologist for evidence of prehistoric (Native  
15 American) or historic (non-Native American) archaeological materials and other potential historic  
16 resources (e.g., buildings, bridges, railroads, mines, or canals). To meet State standards, any  
17 previously unrecorded resources identified during the survey will be recorded on State of California  
18 DPR 523 forms.

19 **Reports** – CONSULTANT will prepare a CALTRANS format Historic Property Survey Report (HPSR)  
20 and Archaeological Survey Report (ASR) according to CALTRANS specifications. The reports will  
21 describe: 1) the results of Native American Consultation, 2) research and field methods used in  
22 identifying cultural resources, 3) the archaeological and historic resources identified in the project  
23 vicinity, and 4) the potential of the project to adversely impact any archaeological or historic resources.

24 **Air Quality Impact Assessment**

25 CONSULTANT will prepare an Air Quality Impact Assessment for the Project's operation and construction  
26 in accordance with the CALTRANS' Transportation Project Level Carbon Monoxide (CO) Protocol, the  
27 EPA's fugitive dust conformity rule, and the Air Quality Management District's (AQMD) CEQA regulations  
28 for the South Coast Air Basin (SCAB).

29 **Consulting Services Agreement: Attachment A • Scope of Services**

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2 For the description of existing ambient air quality, the report will use baseline and project-setting  
3 meteorological and air quality data in the SCAB area developed through the California Air Resources  
4 Board (CARB), along with climatological and air quality profile data gathered by the AQMD. Air quality  
5 data from the monitoring station (the nearest air quality monitoring station) will be included to help highlight  
6 existing air quality local to the proposed project site. Other sources such as regulatory documents,  
7 professional publications, will supplement background information.

8 The project will undergo Interagency Consultation with SCAG's Transportation Air Quality Conformity  
9 Group to confirm it is not a Project of Air Quality Concern, per the Environmental Protection Agency's  
10 Criteria for Projects of Air Quality Concern (40 CFR 93.123 (b)(1)). The proposed Project's impacts on the  
11 local and regional fugitive dust emissions (PM2.5 and PM10) will be evaluated using the Environmental  
12 Protection Agency's Transportation Conformity Guidelines for Qualitative Hot-spot Analyses in PM2.5 and  
13 PM10 Nonattainment and Maintenance Areas. Carbon Monoxide hot-spot analysis will be performed  
14 following CALTRANS' Transportation Project-Level Carbon Monoxide Protocol. A separate Air Quality  
15 Conformity Analysis will be prepared following public circulation of the Environmental Assessment and  
16 provided to FHWA for the final project-level conformity determination. CONSULTANT will work with  
17 CALTRANS and the AQMD to identify feasible mitigation measures that will be developed as indicated in  
18 the impact analysis.

19 **Noise Study Report**

20 CONSULTANT will prepare a Noise Study Report that assesses the Project's potential effects on existing  
21 and future noise conditions, including construction impacts. CONSULTANT will review applicable State  
22 (CALTRANS) and the COUNTY, noise and land use compatibility criteria for the project area. Noise  
23 standards regulating noise impacts, including Federal Highways (FHWA) Noise Abatement Criteria (NAC),  
24 and standards included in the City and COUNTY General Plan Noise Elements and Noise Ordinances,  
25 will be discussed for land uses adjacent to the Project. The areas with potential future noise impacts will  
26 be identified using land use information, aerial photographs, and field reconnaissance. Existing roadway  
27 traffic noise will be calculated as baseline conditions, using traffic data included in the traffic study for the  
28 proposed Project. Onsite noise measurements will be taken to quantify existing ambient noise and to

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2 identify variations in sound levels throughout a day.

3 A CEQA compliant Noise Study will be prepared.

4 A survey of existing ambient noise levels will be conducted to establish the character of the noise  
5 environment at any sensitive receptor locations in the project area. Analysis requirements will be based  
6 on the sensitivity of the area and the Noise Ordinance specifications of the County. The existing and future  
7 noise levels will be assessed using the traffic noise impact screening procedure outlined in Section N-  
8 4000 of the CALTRANS Technical Noise Supplement (TeNS). If the proposed Project fails the screening  
9 criteria, a detailed analysis will be performed as outlined in section N-5000 of the TeNS using the most  
10 recent version of the Traffic Noise Model 2.5 (TNM 2.5). If the future with-project noise levels are estimated  
11 to approach or exceed the Noise Abatement Criteria, noise abatement measures (such as sound barriers)  
12 will be analyzed and any necessary abatement measures will be assessed for feasibility and  
13 reasonableness. If both feasible and reasonable, abatement measures will be included in the Project to  
14 reduce potential noise impacts to a less than significant level.

15 **Noise Abatement Decision Report (NADR)** - Based on the Noise Study Report, if noise impacts  
16 warrant abatement, CONSULTANT will prepare a Noise Abatement Decision Report (NADR). The  
17 NADR will be completed by the project design engineer and will evaluate the reasonableness and  
18 feasibility of constructing the noise abatement. This will be based on constructability of the barrier,  
19 cost of building the barriers, and allotment of abatement cost per resident. If a soundwall is evaluated  
20 as both reasonable and feasible, CONSULTANT will coordinate with the public to determine if they  
21 want the wall.

22 **Hazardous Waste (Initial Site Assessment)**

23 CONSULTANT will prepare a Hazardous Waste Initial Site Assessment (ISA), including a Site screening  
24 for hazardous materials and petroleum products using the Caltrans template. Consultant will review  
25 information provided by COUNTY; complete a site reconnaissance to look for indicators or potential  
26 hazardous materials; complete an environmental databases search and outreach to various agencies such  
27 as RWQCB, Department of Toxic Substance Control and other local agencies that deal with hazardous  
28 materials; interview those knowledgeable of the acquisition of parcels; review selected historical records

29 **Consulting Services Agreement: Attachment A • Scope of Services**



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2 and mapping including aerial photos and maps; and complete the Caltrans User Questionnaires. The ISA  
3 will include a discussion of any recognized environmental conditions or areas of concern pertaining to  
4 hazardous materials that could impact the project.

5 **Phase 2 Testing** – CONSULTANT will perform a limited Phase II Environmental Site Assessment to  
6 further evaluate potential hazardous waste issues raised during the ISA, including aeri-ally deposited  
7 lead (ADL) and the potential for asbestos in structures and testing of paint, including graffiti. The Phase  
8 II assessment includes collecting and analyzing up to 8 soil/water samples and documenting the  
9 conclusions and recommendations in a report.

10 **Water Quality Technical Memorandum**

11 CONSULTANT will prepare a Water Quality Assessment technical memorandum to address the project  
12 impacts on water quality based on current COUNTY guidelines and the Caltrans SER. The report will  
13 discuss receiving water conditions, objectives, and beneficial uses, as well as standard best management  
14 practices (BMPs) and project design features required in accordance with the current COUNTY standards.  
15 Additionally, compliance with the National Pollution Discharge Elimination System (NPDES) requirements  
16 from the WQCB, in accordance with the NPDES general construction activity storm water discharge  
17 permit, will be identified. Likewise, compliance with Section 401 of the Clean Water Act will ultimately be  
18 necessary (water quality certification). With the requirements and BMPs specified in the Stormwater  
19 Pollution Prevention Plan, County of Riverside – Guidance and Standards, specific mitigation measures  
20 will be identified so there are no significant water quality impacts.

21 **Visual Impact Assessment Technical Memorandum**

22 The project will result in a negligible visual change to the environment. Therefore, CONSULTANT will  
23 prepare a brief Visual Impact Assessment (VIA) Memorandum. The VIA Memorandum will be prepared  
24 in accordance with Caltrans requirements and will state that a technical study is not required. Location  
25 Hydraulic Study and Location Hydraulic Study and Summary Floodplain Encroachment Report  
26 CONSULTANT will prepare a Location Hydraulic Study and Summary Floodplain Encroachment Report  
27 to assess the impacts of the proposed floodplain encroachment and to be used as backup for the  
28 environmental documentation. The impacts will be based on the hydrologic, hydraulic, and scour studies

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2 completed as part of the project. The documents shall be prepared in accordance with Caltrans guidelines.

3 **3.4 ENVIRONMENTAL DOCUMENT**

4 **3.4.1 INITIAL STUDY AND NOTICE OF PREPARATION**

5 For the proposed project CONSULTANT will utilize a distribution list developed with the COUNTY to  
6 distribute the document. It is assumed that CONSULTANT's right of way consultant will provide a list of  
7 owners and residents, along with their mailing addresses, within 500 feet of the proposed project limits.  
8 CONSULTANT will prepare an Initial Study (IS) and Notice of Preparation (NOP) in accordance with  
9 COUNTY requirements for publication in a newspaper of local circulation (both English and Spanish), for  
10 posting at the Riverside County Clerk's office, and for distribution to anyone who has filed a written request  
11 with the COUNTY. The IS is a screening level document used to eliminate extensive analysis of issues in  
12 the EIR that would have no impacts or less than significant impacts. The IS will be used as an attachment  
13 to the NOP. A draft IS/NOP will be provided to the COUNTY for review and approval. It is assumed that  
14 CONSULTANT will coordinate publication of the IS/NOP with the appropriate newspapers. A cost of  
15 \$4,000 for publishing of the notices is assumed. If the cost is in excess of this amount, then CONSULTANT  
16 will notify the COUNTY, and this will be billed to the COUNTY at cost for reimbursement. The IS/NOP will  
17 be posted on the County's website. Hardcopies of the IS/NOP will be provided on request. Thumb drives  
18 containing the document and a hard copy of the IS/NOP will be provided to other agencies and officials  
19 included on the distribution list (and anyone else who specifically requests a copy of the document), and  
20 a copy of the IS/NOP will be provided to property owners and residences within a 0.5 mile radius of the  
21 proposed project (as provided by CONSULTANT's right of way consultant). A Draft State Clearinghouse  
22 Form (Notice of Completion & Environmental Document Transmittal) will be prepared and submitted to the  
23 COUNTY for review. The final form will be submitted by CONSULTANT to the State Clearinghouse  
24 electronically.

25 **Deliverable(s):**

- 26 • Draft IS/NOP  
27 • Final IS/NOP  
28 • Draft and Final Notice of Completion & Environmental Document Transmittal

29 ***Consulting Services Agreement: Attachment A • Scope of Services***

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2 **3.4.2 DRAFT ENVIRONMENTAL DOCUMENT**

3 As previously described, it is assumed that the appropriate document for the proposed project would be  
4 an Environmental Impact Report (EIR) under CEQA and an Environmental Assessment (EA) under NEPA  
5 leading to an approved Final EIR and Finding of No Significant Impact (FONSI). If a lower level CEQA or  
6 NEPA document is identified as the appropriate document for the proposed project based on the technical  
7 analyses performed, then this will be communicated to the COUNTY and CONSULTANT and a scope and  
8 cost for performing this work will be submitted.

9 Under NEPA Assignment Caltrans will be the lead agency for NEPA compliance. The COUNTY will be  
10 the lead agency for CEQA compliance. A joint EIR/EA will be prepared by CONSULTANT using the  
11 formats specified in the Caltrans Standard Environmental Reference (SER). To reduce iterations of the  
12 document, CONSULTANT will conduct a revision workshop with the COUNTY and Caltrans, if needed, to  
13 facilitate completion of the document following the review of the Draft EIR/EA, if comments still remain  
14 after this review. It is assumed that the technical studies will not be included in the availability, but copies  
15 will be available if requested by anyone during the public availability period. The Draft EIR/EA will include  
16 a Environmental Commitment Record (ECR)/Mitigation Monitoring Reporting Program  
17 (MMRP)/Environmental Commitment Record (ECR). The following submittals are assumed.

18 **Deliverable(s):**

- 19 • Administrative Draft EIR/EA  
20 • Draft EIR/EA  
21 • Final Draft EIR/EA for COUNTY approval and circulation for public review  
22 • Mitigation Monitoring Reporting Program/Environmental Commitments Record (included as an  
23 appendix in each submittal of the EIR/EA)

24 **3.4.3 PUBLIC REVIEW**

25 The Draft EIR/EA will be circulated for public review and electronically submitted to the State  
26 Clearinghouse per the distribution list. The CONSULTANT shall prepare and public a Notice of Availability  
27 (NOA) and opportunity for public hearing. A cost of \$4,000 for publishing of the notices is assumed. If the  
28 cost is in excess of this amount, then CONSULTANT will notify the COUNTY, and this will be billed to the

COUNTY at cost for reimbursement. The Draft EIR/EA will be posted on the County' s website. Hardcopies of the Draft EIR/EA will be provided on request. Thumb drives containing the document and a hard copy of the Draft EIR/EA will be provided to other agencies and officials included on the distribution list (and anyone else who specifically requests a copy of the document), and an electric copy of the Draft EIR/EA will be provided to property owners and residences within a 0.5 mile radius of the proposed project (as provided by CONSULTANT' s right of way consultant).

**Deliverable(s):**

- Draft NOA
- Final NOA

**3.4.4 RESPONSE TO COMMENTS**

At the close of the public availability period for the Draft EIR/EA, CONSULTANT will review and respond to all comments received. The comments will be responded to and incorporated directly into the Final EIR/FONSI. It is assumed that no comments requiring legal review or requiring new analyses or from lawyers will be received.

**Deliverable(s):** Responses to comments (included in Final EIR/FONSI)

**3.4.5 FINAL ENVIRONMENTAL DOCUMENT**

CONSULTANT will revise the Final EIR/FONSI to respond to the comments and to document whether any changes to the project have occurred. The following submittals are assumed. If comments remain after the revised draft Final EIR/FONSI then a revision workshop will be held to address any remaining comments. The Final EIR/FNOSI will include an Environmental Commitment Record (ECR). CONSULTANT assumes that the project would result in significant impacts that cannot be mitigated under CEQA. As such, GPA will prepare Findings and a Statement of Overriding Consideration (SOC). The Findings and SOC are not included in the FEIR but are included in the project file. The Findings and SOC will be used to support a resolution for County Board approval.

**Deliverable(s):**

- Draft Final EIR/FONSI
- Final EIR/FONSI

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- 2 • Final EIR/FONSI for COUNTY approval
- 3 • Draft Findings/SOC
- 4 • Final Findings/SOC
- 5 • CONSULTANT will provide a draft resolution for adoption by the COUNTY; the COUNTY will
- 6 provide a sample for that purpose.

7 **3.4.6 NOTICE OF DETERMINATION**

8 CONSULTANT will prepare the Notice of Determination (NOD) in compliance with CEQA. It is assumed  
9 that CONSULTANT will file the NOD with the Office of Planning and Research (OPR). The NOD would  
10 also be posted with the Riverside County Clerk. This notice starts a statute of limitation period under  
11 CEQA. Along with the NOD a California Department of Fish and Wildlife (CDFW) filing fee would also be  
12 filed. The filing fee will be paid directly to CDFW by the COUNTY.

13 **Deliverable(s):**

- 14 • Draft Notice of Determination(all transmittals assumed to be done electronically)
- 15 • Final Notice of Determination (all transmittals assumed to be done electronically)

16 **PHASE II – PLANS, SPECIFICATIONS AND ESTIMATES**

17 **4.0 PLANS, SPECIFICATIONS AND ESTIMATES**

18 The scope of services for the Final PS&E of the Nuevo Road Bridge Rehabilitation and Widening assumes  
19 the following conditions exist:

- 20 • Final bridge and roadway would be a four-lane facility.
- 21 • Design speed for Nuevo Road would match existing speed on Nuevo Road or be as directed by  
22 the County
- 23 • All design level surveys will be performed by the COUNTY Surveyor's office Bridge rehabilitation  
24 and widening is the preferred alternative. However, if during preliminary engineering it is  
25 determined that bridge replacement is the preferred alternative, this scope of work is still applicable  
26 and revision to bridge replacement shall not be considered out of scope work.
- 27 • Right-of-way and temporary construction easement will be handled by the COUNTY Surveyor's  
28 office

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2 **4.1 GEOTECHNICAL ENGINEERING**

3 Field investigation will commence following the approval of the Bridge Type Selection Report. AASHTO  
4 (2017) requires a soil boring at each bridge support locations where substructure width is less than 100  
5 feet; minimum of two borings are required per location where substructure width is greater than 100 feet.  
6 However, due to the closely spaced supports, COUNTY proposed to drill soil boring at every other support.  
7 Therefore, CONSULTANT will drill a total of seven borings. The targeted boring depth should extend to  
8 at-least 20 feet below the expected tip elevation. The drill depth of the borings will be 80 feet. Borings will  
9 be terminated if refusal is encountered above the targeted depth.

10 Cone penetrometer test (CPT) soundings can be used to replace some of the proposed soil borings. Spoils  
11 generated from the boring excavations, if tested free of hazardous materials, shall either be used to backfill  
12 the boreholes or spread over the top of existing unpaved ground. If spoils are used to backfill boreholes,  
13 the spoils will be mixed with cement and/or bentonite and water. Excess spoils from the borehole  
14 excavations shall be placed in drums at the bridge site, tested for potential contaminants, then removed  
15 from the bridge site, and disposed of to a landfill site. Boreholes shall be advanced in unpaved areas if  
16 possible. If necessary to drill in paved areas, asphalt concrete cold-patch or rapid-set Portland cement  
17 concrete shall be used to patch pavement.

18 CONSULTANT shall prepare borehole location plans. These plans shall be provided to COUNTY, prior  
19 to the field investigation, for the purpose of securing the required encroachment permits. CONSULTANT  
20 will secure permits from the COUNTY.

21 Prior to drilling, borehole locations shall be marked and cleared through DigAlert. Traffic control will be  
22 required when the pier borings are performed from the existing bridge deck. CONSULTANT shall collect  
23 soil samples for laboratory testing, including bulk samples of near-surface soils and driven Standard  
24 Penetration Test (SPT) and California Ring samples of deeper soils. The driven soil samples shall be  
25 collected at vertical intervals of 5 feet or 10 feet. Groundwater depth shall be measured. Samples of  
26 subsurface soils shall be logged during the field investigation, secured in their containers or collected in  
27 plastic bags, and transported to a soil testing laboratory.

28 **Laboratory Testing**

29 ***Consulting Services Agreement: Attachment A • Scope of Services***

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2 CONSULTANT shall select representative soil samples for laboratory testing. Various laboratory tests  
3 shall be performed to estimate physical and engineering characteristics of soils. The actual tests  
4 performed shall be based on conditions encountered. For planning purpose, the tests shall include in-  
5 place moisture and density, Passing #200 Sieve, grain size distribution, direct shear tests, UU triaxial tests,  
6 consolidation, , maximum density/optimum moisture content, R-value, and soil corrosion tests. Tests shall  
7 be conducted in general accordance with California Test (CT) methods or American Society for Testing  
8 and Materials (ASTM) standards.

9 **Geotechnical Engineering Analyses**

10 Results obtained from the field investigation and laboratory testing shall be used to characterize  
11 subsurface soils and conditions and create idealized profiles for design purposes. The following analyses  
12 in accordance with CALTRANS standards shall be performed for the project:

- 13 • Evaluate seismicity, estimate Peak Ground Accelerations, and determine an Acceleration  
14 Response Spectrum (ARS) curve.
- 15 • Evaluate liquefaction potential and seismically-induced settlement.
- 16 • Determine axial and lateral capacity of bridge foundations.
- 17 • Evaluate settlement and global stability of new or widened embankments.
- 18 • Evaluate soil corrosivity.
- 19 • Evaluate the subgrade resistance (R-values) values for pavement design.

20 The findings and recommendations will be presented in a Foundation Report. CONSULTANT will address  
21 any review comments resulting from the COUNTY review and prepare final report.

22 **Deliverable(s):** Foundation Report

23 **4.2 UTILITY COORDINATION AND RELOCATION DESIGN**

24 The intent of the COUNTY is that the services of the CONSULTANT shall be complete and “turn-key” with  
25 respects to all utility coordination matters, including complete coordination for the protection and relocation  
26 of existing facilities as described herein, as well as coordination, preparation of applications, and all other  
27 matters pertaining to the relocation and installation of water and electric services, except for those  
28 procedures that must be performed by COUNTY.

29 **Consulting Services Agreement: Attachment A • Scope of Services**

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2 CONSULTANT shall designate dedicated staff who shall be responsible for all coordination work related  
3 to utilities for the Project, including but not limited to relocations of existing trunk and mainline facilities,  
4 installation of new trunk and mainline facilities, relocation of existing electric and water services, and  
5 installation of new electric and water services.

6 CONSULTANT shall coordinate with utility owners and COUNTY utility coordination staff with respect to  
7 all utility related matters. CONSULTANT shall provide copies of all correspondence with utility companies  
8 and other utility related information to the COUNTY. Correspondence, as described herein, shall be  
9 prepared by CONSULTANT for either CONSULTANT or COUNTY signature, as appropriate, and as  
10 directed by the COUNTY PROJECT MANAGER.

11 CONSULTANT shall identify utility companies affected by the project and delineate utilities within the  
12 project's sphere of influence on the plans. CONSULTANT shall prepare preliminary plans, which shall  
13 include all existing utilities (above ground and below ground) identified by location, size, type, and owner,  
14 as appropriate. CONSULTANT shall check horizontal and vertical clearances for utilities and coordinate  
15 design with the various utility companies to address conflicts. In addition to information provided by the  
16 owning utility companies and through research of other record maps, field surveys provided by the  
17 COUNTY shall be used to locate utility features such as manholes, valves, fire hydrants, poles, risers, etc.,  
18 which shall be reflected on the plans.

19 Known utility conflicts shall be shown on the plans with construction notes indicating action to be taken  
20 and by whom. Inventory numbers of poles, vaults and other surface facilities shall be shown on the plans  
21 for those facilities that have such numbers attached to the facility and as provided on the owner's inventory  
22 maps.

23 CONSULTANT shall send preliminary design plans through COUNTY staff to owning utility companies  
24 within the project limits with requests for review and comments on the plans relevant to their respective  
25 facilities, and with requests for other project specific information.

26 CONSULTANT shall monitor responses of utility notices received and make recommendations for  
27 mitigating conflicts. CONSULTANT shall provide written responses to utility companies with regard to  
28 stated concerns and conduct design coordination meetings with utility companies as needed. Unresolved



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2 issues shall be brought to the attention of the COUNTY PROJECT MANAGER and County utility  
3 coordination staff as early as practical. Utility conflict issues shall be resolved prior to the completion of  
4 the final design plans as follows:

5 CONSULTANT, through COUNTY staff, shall request and obtain a written acknowledgement of any  
6 conflicts from the respective utility owners.

7 Reasonable efforts shall be taken to accommodate utility company requests for minor design changes to  
8 accommodate their facilities. CONSULTANT understands that the utility companies are generally  
9 operating within the COUNTY right-of-way but may have prior rights to that of the COUNTY in some cases.

10 CONSULTANT shall coordinate inclusion of special provisions in COUNTY's bid documents for  
11 adjustments and relocations of utility facilities as alternate bid items, if requested by the owning utility.  
12 Said work may require that cooperative agreements be prepared by COUNTY between the County of  
13 Riverside and the owning utility companies. CONSULTANT shall provide information and exhibits as  
14 required to support the preparation of cooperative agreements, if needed.

15 CONSULTANT shall conduct utility coordination meetings, as needed, regarding adjustments and  
16 relocations, to resolve conflict issues, and with respect to performing work for utility companies by  
17 COUNTY contractors. For utility conflicts that require relocating, COUNTY staff will submit the official  
18 notice / order to the utility companies to relocate conflicting facilities. CONSULTANT shall make  
19 recommendations for special provision language with regard to utility issues, recommendations for  
20 construction windows of time for utility relocation activities, recommendations for inclusion of utility bid  
21 items, etc.

22 All utility files will be organized and maintained per CALTRANS policies and procedures. CONSULTANT  
23 shall prepare utility portion of Right-of-Way Certification per CALTRANS policy and submit to COUNTY for  
24 final approval.

25 CONSULTANT shall assist with the resolution of utility related issues that may arise during the bidding  
26 process and during construction, including design modifications as needed and as approved by the  
27 COUNTY PROJECT MANAGER.

28 **Deliverable(s):**

29 ***Consulting Services Agreement: Attachment A • Scope of Services***

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- Introductory Letters/Relocation Claim Letters/Notice to Owners to Relocate for up to ten (10) Utility Owners
- Utility Conflict Maps
- Utility Portion of the Right of Way Certification

**4.3 65% PLANS SPECIFICATION & ESTIMATES**

**4.3.1 ROADWAY PLANS**

Upon the acceptance of the preliminary roadway geometrics, CONSULTANT will prepare the 65% roadway plans consisting of Typical Sections and Notes sheets, Construction Detail Sheets, Plan and Profile Sheets in 1"= 40' scale, drainage plans and details, retaining walls plans where required, and staging and traffic handling plans. The Roadway Plan and Profile shall show the existing topography, limits of work, construction notes, right-of-way, utilities, and other general design elements. Centerline, edge of pavement and vertical design shall be provided on the profile.

CONSULTANT will prepare signing and striping plans for the roadway improvements along Nuevo Road. The plans shall show the location of all proposed traffic stripes, markings, traffic intersections, and the proper disposition of all affected existing signs and markings. Any work required to transition the proposed stripes to join with existing stripes on intersection approaches shall be provided. The final signing and striping plans shall be prepared for final plotting on D-sized sheets at 1" = 40', as appropriate.

CONSULTANT shall provide construction staging and traffic handling plans, including general notes, location of work area signs, barricades, and traffic controls devices. The plans shall be prepared to conform to the general requirements of COUNTY, with consideration for the needs of the Contractor's construction operations.

Roadway construction will be based on the 2018 CALTRANS Standard Specification and Standard Special Provisions. For the 65% submittal, CONSULTANT will prepare an unedited Standard Special Provisions and cost estimates with preliminary construction quantities for the Roadway PS&E.

**Deliverable(s):** 65% Roadway Plans

- Title Sheet and Local Map
- Typical Section and Notes

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- Plan and Profile
- Contour Grading
- Drainage Plans and Details
- Construction Details
- Signing and Striping Plan
- Staging Plans
- Erosion Control Plans
- Details sheets
- Unedited Special Provisions

**4.3.2 65% UNCHECKED STRUCTURE PLANS**

Engineering conclusions for the preferred structure alternative identified in the final bridge type selection report shall be carried into the final design phase. It is assumed that the bridge will be rehabilitated and widened, however is bridge replacement is the preferred alternative the following scope of work shall still apply. The final bridge design shall be based on CALTRANS-amended AASHTO LRFD Bridge Design Specifications, various CALTRANS Bridge Design and Detail Manuals, and the current version of the CALTRANS Seismic Design Criteria (SDC).

**Deliverable(s): 65% Unchecked Structure Plans**

- General Plan
- Index to Plans
- Foundation Plan
- Abutment Layout
- Abutment Details
- Pier Layout
- Pier Details
- Typical Section
- Slab Reinforcement Details
- Utility Details

- Bridge Deck Drainage Details
- Log of Test Borings

**4.3.3 ADVISORY AND MANDATORY FACT SHEETS**

CONSULTANT shall complete all work necessary in the preparation of Fact Sheets for exceptions to advisory and mandatory design standards.

**Deliverable(s):** Advisory and Mandatory Fact Sheets

**4.4 90% PLANS, SPECIFICATION & ESTIMATES**

**4.4.1 ROADWAY PLANS SPECIFICATION & ESTIMATES**

Comments from COUNTY for the 65% roadway design submittal shall be reviewed and resolved. This includes all Civil components including Roadway Improvements, Cross Sections, and Signing, Striping and Detour Plans. If needed, a meeting with the COUNTY or the review agency shall be held to seek clarification on comments. CONSULTANT shall incorporate these comments into the 95% PS&E. Quantity calculation and construction cost estimates in Microsoft Excel format with a contingency directed by COUNTY shall be prepared. Final Special Provisions will be prepared from the 2018 CALTRANS Standard Specification and Standard Special Provision (SSP) as well as the non-standard Special Provisions (NSSP).

**Deliverable(s):** 95% Roadway Plans, Special Provisions, Quantities and Cost Estimates

**4.4.2 BRIDGE DESIGN INDEPENDENT CHECK**

The 65% unchecked bridge plans shall be independently checked by a separate licensed bridge engineer, who has not been involved in the project. A separate set of structural design check calculations including quantity calculations shall be prepared in accordance with CALTRANS bridge design practice. The independent checker shall review the plans for completeness, consistency, correctness of references. The bridge designer shall revise the design and plans to mitigate checker's review comments. The checker shall perform back check to concur that the comments have been adequately addressed. All comments and responses shall be documented in the project files.

**Deliverable(s):** Bridge Design and Quantity Independent Check Calculations and Comment / Response

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2 **4.4.3 STRUCTURE PLANS SPECIFICATION & ESTIMATES**

3 Response to all agencies' review comments for the 65% submittal shall be prepared and included in this  
4 submittal. CONSULTANT shall prepare CALTRANS Standard Special Provisions (SSP) for structural  
5 work at this submittal, CALTRANS standard bridge pay item list for bridge construction and quantity  
6 calculations and final bridge cost estimate summary sheets. Item unit prices shall be adjusted using  
7 Contract Cost Data Book published by CALTRANS. The plans shall be updated per independent  
8 checker's comments.

9 **Deliverable(s):**

- 10 • 95% Structure Plans  
11 • Edited CALTRANS Standard Special Provisions  
12 • Bridge Design Calculations  
13 • Quantities and Cost Estimates

14 **4.5 FINAL 100% PLANS AND CONTRACT BID DOCUMENTS**

15 CONSULTANT shall incorporate the COUNTY's review comments of the 95% Roadway and Structure  
16 PS&E, and compile and submit final bridge and roadway PS&E packages per COUNTY requirements.  
17 The final plans are to be plotted on "Arch D" size Mylar. CONSULTANT shall prepare the notice inviting  
18 bids and technical specifications by utilizing the COUNTY's Boiler Plate documents. In the specifications,  
19 each item of work shall include a method of measurement and payment. Specification documents,  
20 including technical specifications, shall be provided on compact disc in Microsoft Word format as well as  
21 in PDF. The Engineer's estimate shall be provided in Microsoft Excel format as well as in PDF.

22 The Final PS&E shall include organized Resident Engineer (RE) Pending File, which contains construction  
23 related documents and information through the various project development phases for structure and  
24 roadway work. The RE Pending File shall include bridge 4-scale deck contour plots, as-built plans,  
25 geotechnical reports, and special instructions for the field Resident Engineer, Structure Representatives,  
26 and COUNTY Inspectors.

27 **Deliverable(s):**

- 28 • Final Signed Plans, Specifications and Estimates

- RE Pending Files

**4.6 STORM WATER POLLUTION PREVENTION PLAN (SWPPP)**

CONSULTANT shall prepare a Storm Water Pollution Prevention Plan (SWPPP) for the project. The SWPPP shall meet the current requirements outlined in the California Construction General Permit, Order 2009-0009-DWQ as amended by Orders 2010-0014-DWQ and 2012-0006-DWQ (California CGP). The SWPPP shall be prepared using the Caltrans Template and shall be signed by a Qualified SWPPP Developer (QSD).

The SWPPP shall address the required elements including project pollutants and their sources, including erosion control measures (BMPs); identification of non-storm water discharges and measures for their elimination, control, or treatment; BMPs that are effective and result in the reduction or elimination of pollutants in storm water and authorized non-storm water discharges; BMPs for control of site run-on; BMPs to stabilize soils disturbed by construction; and a description of post-construction BMPs incorporated into the project design to control the discharge of pollutants from the completed project.

**Deliverable(s):** California SWPPP

**4.7 RIGHT-OF-WAY LEGAL DESCRIPTIONS AND PLATS (BY COUNTY)**

**4.8 RIGHT-OF-WAY APPRAISAL AND ACQUISITION**

CONSULTANT shall be responsible for all right of way appraisal and acquisition services and shall designate dedicated staff who shall be responsible for all work related to real property negotiations for the Project, including but not limited the development of appraisals, negotiations with property owners, support to the COUNTY for eminent domain services, and general conformance with the CALTRANS Right of Way Manual.

CONSULTANT shall identify property owners in which real property interests must be acquired to construct the PROJECT using publicly available tax records and information. CONSULTANT shall also secure Preliminary Title Reports for each property requiring appraisal and acquisition interests. CONSULTANT will maintain a Parcel File and Property Owner Diary containing all pertinent communications, including, but not limited to, written, email, meetings, and telephone, with the property owner and their representatives throughout negotiations.

**Consulting Services Agreement: Attachment A • Scope of Services**

1  
2 CONSULTANT shall obtain Right of Entry Agreements to support preliminary environmental technical  
3 studies and geotechnical investigations. CONSULTANT will use the COUNTY templates and coordinate  
4 with property owners to obtain approvals prior to commencement of on-site investigations and testing.

5 Upon completion of the 35% Roadway Plans and Bridge Type Selection and acceptance by the COUNTY,  
6 CONSULTANT shall distribute Notices of Decision to Appraise to property owners in which real property  
7 interests must be acquired to construct the PROJECT and coordinate with said owners to perform a  
8 physical inspection of the property. CONSULTANT shall be responsible for the completion of a Fee  
9 Appraisal and Review Appraisal consistent with the requirements of the CALTRANS Right of Way Manual  
10 and Uniform Standards of Professional Appraisal Practice guidelines.

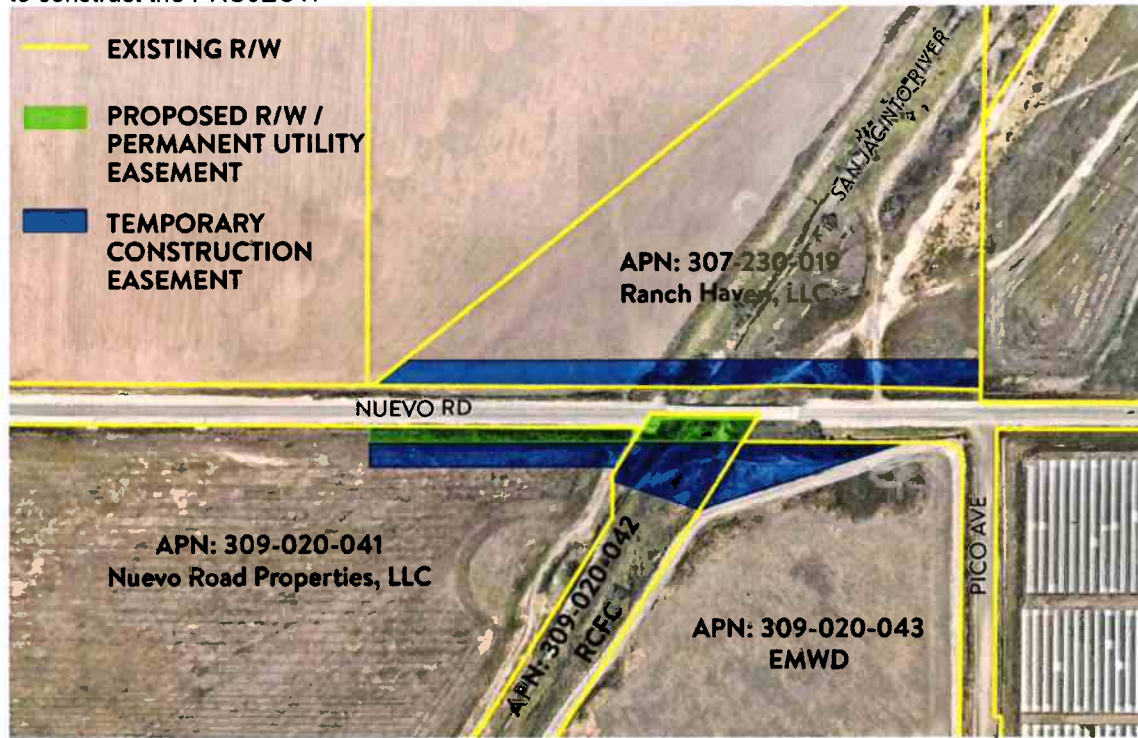
11 CONSULTANT shall assist the COUNTY with the development of a Just Compensation Memorandum to  
12 obtain approvals from the COUNTY Board of Supervisors prior to distribution of offers. An Offer Package  
13 consistent with the California Government Code requirements, including but not limited to, a written offer,  
14 appraisal summary, legal descriptions, plat map exhibits, deeds and cover letters illustrating specific  
15 interests to be acquired, and California Code of Regulations Title IV information shall be prepared by the  
16 CONSULTANT and distributed to the property owners.

17 CONSULTANT shall continue negotiations with each property owner in which real property interests must  
18 be acquired to construct the PROJECT through execution of an agreement, settlement is obtained, or  
19 negotiations reach an impasse requiring the COUNTY to enact eminent domain. CONSULTANT shall  
20 work with the COUNTY to establish Escrow to administer the execution of the Purchase and Sales  
21 Agreement and recordation of all deeds. CONSULTANT shall provide an Administrative Settlement  
22 Memorandum illustrating recommendations and justification to approve settlement amounts greater than  
23 the approved offer. Should the COUNTY be required to utilize eminent domain to acquire required  
24 property rights, CONSULTANT shall assist the COUNTY's eminent domain counsel in the development  
25 of a Resolution of Necessity Presentation and securing a Litigation Guarantee.

26 Upon either securing possession or conveyance of title for all required property interests, CONSULTANT  
27 shall prepare the Right of Way Certification and process through CALTRANS for approvals.

28 The map on the following page illustrates the properties in which real property interests must be acquired

to construct the PROJECT.



**Deliverable(s):**

- Preliminary Title Reports
- Parcel File
- Property Owner Diary
- Right of Entry Agreement
- Notice of Decision to Appraise, Fee Appraisal, and Review Appraisal
- Just Compensation Memorandum
- Offer Package
- Escrow Coordination and Administrative Settlement Memorandum for four (4) properties,
- One (1) Resolution of Necessity Presentation and Litigation Guarantee
- Caltrans Right of Way Certification

**5.0 PERMITTING**

The project area is located within a portion of San Jacinto River, which would be considered federal and state waters and would require applicable permits for impacts within the channel. As a result, Clean Water

**Consulting Services Agreement: Attachment A • Scope of Services**



1  
2 Act (CWA) Section 401 and Section 404, and California Fish and Game Code (CFG) 1602 (*et seq.*)  
3 permits are required. The proposed project would require construction within the channel (construction of  
4 temporary work areas and access, construction or expansion of a new bridge); however, the majority of  
5 the impact would be temporary with permanent impacts limited to abutments and piers. The tasks  
6 associated with obtaining these permits are outlined below and include tasks for preparation of applications  
7 and agency coordination.

8 The assumptions for this task include the following:

- 9 • One in-person meeting with the resource agencies is assumed.
- 10 • It is anticipated that the Project will qualify for a USACE Nationwide Permit due to its limited  
11 potential impact of permanent losses to jurisdictional waters. If permanent losses to jurisdictional  
12 waters exceed the limits of applicable Nationwide Permit thresholds, then the Project may require  
13 an Individual Permit with a 404(b)(1) Alternatives Analysis, which is not included in this scope and  
14 cost.
- 15 • Preparation of a compensatory mitigation plan for Project impacts to aquatic resources is not  
16 included.
- 17 • COUNTY/CONSULTANT will provide all necessary documentation other than those documents  
18 included within this scope to complete permit applications, which may include, but are not limited  
19 to, a SWPPP, hydrology report, Water Diversion plan and other relevant documents required for  
20 the permit application.
- 21 • CONSULTANT will provide cubic yards and linear footage calculations for all cut and fill work  
22 proposed within aquatic resources.
- 23 • COUNTY will be the Project Applicant for permit applications.
- 24 • Permit fees will be paid directly to the permitting agencies by the COUNTY.

25 **5.1 USACE SECTION 404 NATIONWIDE PERMIT**

26 CONSULTANT will work closely with the design team to try to maintain permanent impacts below a 0.5  
27 acre threshold so that a Clean Water Act Section 404 Nationwide Permit (NWP) can be obtained under  
28 NWP 14, Linear Transportation Projects. It will be critical to have early coordination with the state and

1  
2 federal resource agencies so the project stays on schedule and the avoidance/minimization/mitigation  
3 measures that are developed meet the requirements of each regulatory agencies involved. Based on a  
4 preliminary review of the project, it appears that the project could potentially be processed under the  
5 USACE Nationwide Permit (NWP) Program. Based on our review, this approach is expected to involve  
6 authorization under NWP 14 (Linear Transportation Projects). A NWP 14 may be issued for the proposed  
7 project if permanent impacts to waters of the United States are less than 0.5 acre.

8 A Pre-construction Notification will be prepared for review and submittal to the USACE. The request will  
9 include a pre-construction notification form, brief description of the project, an assessment of impacts on  
10 waters of the U.S., avoidance, and minimization measures to minimize impacts to waters of the U.S., and  
11 a revegetation plan for temporary impacts.

12 Note that if the project results in permanent impacts to less than 0.1 acre of Corps jurisdiction and does  
13 not result in a discharge to a special aquatic site (i.e., wetlands), notification to the USACE as described  
14 above will not be required for authorization under NWP 14 and this task will not be necessary. At this time,  
15 however, it is assumed that permanent impacts would be greater than 0.1 acre and less than 0.5 acre. If  
16 impacts exceed 0.5 acre and an Individual Permit is required, then this would be considered out of scope  
17 and a scope and budget will be submitted to the COUNTY and CONSULTANT for approval.

18 **5.2 RWQCB SECTION 401 WATER QUALITY CERTIFICATION**

19 A Section 401 water quality certification application will be prepared and submitted to the RWQCB for  
20 review. The request will include a completed application form, detailed project description, alternatives  
21 analysis (if required), an assessment of impacts to waters of the state, avoidance and minimization  
22 measures to minimize impacts, a water quality plan identifying project-specific best management practices  
23 (provided by the COUNTY or CONSULTANT), an erosion control plan, CEQA documentation, and a  
24 revegetation plan for temporary impacts, and a compensatory mitigation plan for permanent impacts. A  
25 pre-application meeting request would also be submitted, and CONSULTANT would attend a pre-filing  
26 meeting if required by the RWQCB.

27 An application fee must be provided to the RWQCB as part of the permit application. This fee is calculated  
28 based upon the extent of project-related impacts in acres and linear feet, along with an annual fee based

1  
2 upon the duration of the project and will be assessed during preparation of the notification. It is assumed  
3 that the COUNTY will pay this fee directly.

4 **5.3 CDFW SECTION 1602 STREAMBED ALTERATION AGREEMENT**

5 A Lake or Streambed Alteration notification will be prepared and submitted to CDFW for review. The  
6 request will include a completed notification form, detailed project description, description of project  
7 impacts, avoidance, and minimization measures to minimize impacts, CEQA documentation, revegetation  
8 plan for temporary impacts, and a compensatory mitigation plan for permanent impacts.

9 A processing fee must be provided to CDFW with the notification. This fee is based on the cost of the  
10 project and will be assessed during preparation of the notification. It is assumed that the COUNTY will pay  
11 this fee directly.

12 **5.4 GEOTECHNICAL INVESTIGATIONS PERMITTING**

13 Geotechnical investigations are required to support the bridge design. Geotechnical investigations are  
14 anticipated within USACE, RWQCB, and CDFW jurisdiction. The USACE, RWQCB, and CDFW considers  
15 geotechnical investigations within their jurisdictions as an activity requiring a Section 404 permit, a 401  
16 Water Quality Certification, and a Streambed Alteration Notification under Section 1602 of the Fish and  
17 Game Code. The CONSULTANT will prepare the regulatory permitting packages to support the  
18 geotechnical investigations for submittal to the USACE, RWQCB, and CDFW. The applications will include  
19 a brief description of the geotechnical investigations; identify best management practices that would be  
20 implemented to minimize impacts on wetlands and/or waters, and other pertinent project information, as  
21 required. The CONSULTANT would also receive geotechnical investigation approval through the Western  
22 Riverside County MSHCP. In order for the Regional Conservation Authority (RCA) to make consistency  
23 determinations and prepare Findings for the project, the project must demonstrate consistency with  
24 Reserve Assembly goals and consistency with all other Plan requirements. The CONSULTANT will  
25 prepare information required for an MSHCP Consistency Determination by conducting a habitat  
26 assessment and consistency analysis. The task will include a Joint Project Review (JPR) checklist. All  
27 projects subject to discretionary actions within the Criteria Area are also subject to a Joint Project Review  
28 (JPR) unless exempt. The MSHCP Consistency Assessment will be included as a separate section in the

1  
2 NES. Section 6.1.2 of the MSHCP describes procedures that verify the riparian habitat functions and  
3 values in the Plan Area are maintained. A DBESP will be prepared to demonstrate consistency with the  
4 Riparian/Riverine Guidelines and with the Additional Survey Needs and Procedures of the MSHCP in  
5 Section 6.3.2, dependent on the results of the focused surveys. The CONSULTANT will also receive  
6 NEPA and CEQA approval for the geotechnical investigations. Task will include Caltrans PES form, bio  
7 and cultural surveys/technical memos and NEPA and CEQA CEs.

## 8 **5.5 COORDINATION AND PROCESSING**

9 The resource agency notifications will be coordinated with USACE, RWQCB, CDFW, and RCA throughout  
10 processing so any potential issues are made known to the project team and resolved at the earliest  
11 possible opportunity. Coordination may include telephone, e-mail, or written correspondence. It is  
12 assumed a maximum of 4 meetings with RCA, USACE, RWQCB, and CDFW will be required. If additional  
13 coordination efforts beyond what can be reasonably expected are required due to unforeseen  
14 complications related to permitting activities or difficulties in locating appropriate mitigation sites, if  
15 required, then this will be communicated to the COUNTY and a scope will be provided for approval for this  
16 additional effort.

## 17 **PHASE III – CONSTRUCTION BIDDING AND AWARD SUPPORT**

### 18 **6.1 BIDDING ASSISTANCE**

19 CONSULTANT shall remain available to attend a pre-bid meeting to be scheduled in advance of the bid  
20 opening date. CONSULTANT shall answer bidders' questions regarding the contract bid documents and  
21 prepare bid addenda if required. CONSULTANT shall perform bid review and analysis, if required.

## 22 **PHASE IV – DESIGN SERVICES DURING CONSTRUCTION**

### 23 **7.1 CONSTRUCTION ASSISTANCE**

24 CONSULTANT shall attend a pre-construction meeting as directed by COUNTY. CONSULTANT shall  
25 perform site visits during the construction as requested by COUNTY. No more than 2 site visits are  
26 assumed.

27 CONSULTANT shall review shop drawings and submittals for conformance with the contract plans and  
28 specifications, and make recommendations for acceptance, denial, or re-submittal within reasonable time

29 ***Consulting Services Agreement: Attachment A • Scope of Services***

1  
2 of receipt. CONSULTANT shall provide response to contractor's requests for information (RFI's) about  
3 the contract plans and specifications forwarded to the design team by COUNTY within reasonable time of  
4 receipt. It is assumed that the COUNTY's Resident Engineer and Structures Representative will review  
5 and provide responses to the majority of construction items and CONSULTANT's role will be limited to  
6 those items requiring the designer's input.

7 Upon written authorization from COUNTY, CONSULTANT shall provide engineering design services for  
8 revisions to construction documents resulting from changed field or unforeseen conditions or other change  
9 order work required due to actions of COUNTY. Subsequent change order documentation and processing  
10 shall be prepared by COUNTY's Resident Engineer.

11 **7.2 PREPARE AS-BUILT PLANS**

12 Following the completion and acceptance of the project, CONSULTANT shall furnish COUNTY with a  
13 complete set of revised contract drawings showing as-built conditions. Revisions shall be solely based on  
14 as-built redlined information provided by COUNTY. The as-built plans shall be delivered to COUNTY  
15 within one month of receipt of redlined plans.

**ATTACHMENT B • SCHEDULE OF SERVICES**

**ARTICLE BI • INTRODUCTION**

CONSULTANT shall perform the covenants set forth in Attachment A, Scope of Services in accordance with the performance requirements of Article IV: Performance Period of this contract and with the following additional Performance Requirements. Time is of the essence in this contract.

**ARTICLE BII • PERFORMANCE REQUIREMENTS**

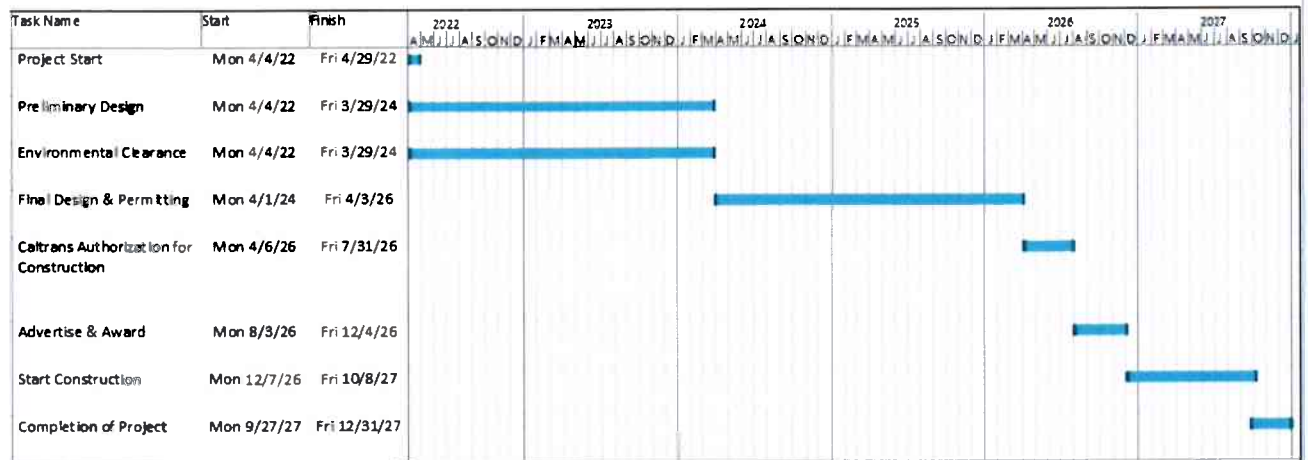
**A. PHASES**

This contract is divided into the following [4] milestones/phases:

- I. Project Approval/ Environmental Document
- II. Plans, Specifications & Estimates
- III. Construction Bid Support
- IV. Construction Support

**B. SCHEDULE OF SERVICES • GANTT CHART**

The chart provided below graphically illustrates the sequencing and completion time for the project.



**C. SUBMITTALS**

Where CONSULTANT is required to prepare and submit studies, reports, plans, etc., to COUNTY, these shall be submitted in draft as scheduled, and the opportunity provided for COUNTY and AGENCIES to offer comments prior to final submission.

**D. TIME EXTENSIONS**

- 1. Any delay in providing services required by this contract occasioned by causes beyond the control and not due to the fault or negligence of CONSULTANT, shall be the reason for granting an extension of time for the

1 completion of the aforesaid work. When such delay occurs, CONSULTANT shall promptly notify COUNTY in  
2 writing of the cause and of the extent of the delay whereupon COUNTY shall ascertain the facts and the  
3 extent of the delay and grant an extension of time for the completion of the work when, in COUNTY's  
4 judgment, their findings of fact justify such an extension of time.

5 2. COUNTY's findings of fact shall be final and conclusive to the parties hereto. However, this is not intended to  
6 deny CONSULTANT of any available civil legal remedies in the event of a dispute

7 **E. FINAL ACCEPTANCE**

8 When COUNTY determines that CONSULTANT has satisfactorily completed the services, COUNTY may give  
9 CONSULTANT a written Notice of Final Acceptance. CONSULTANT shall not incur any further costs hereunder  
10 unless so specified in the Notice of Final Acceptance. No payment will be made for any work performed after the  
11 contract end date as provided in ARTICLE IV PERFORMANCE PERIOD unless extended by amendment  
12 regardless if a Notice of Final Acceptance has been issued or not. The final invoice shall be submitted within 60  
13 calendar days after completion of CONSULTANT's work as required by ARTICLE V ALLOWABLE COSTS AND  
14 PAYMENTS. CONSULTANT may request a Notice of Final Acceptance determination when, in its opinion, it has  
15 satisfactorily completed all covenants as stipulated in this contract.  
16  
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**ATTACHMENT C • COMPENSATION PLAN**

**ARTICLE CI • INTRODUCTION**

Satisfactory performance and completion of the Services under this Agreement shall be compensated based upon actual costs plus a fixed fee in accordance with "ARTICLE V ALLOWABLE COSTS AND PAYMENTS" and "ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS" of this Agreement. COUNTY will reimburse CONSULTANT for actual costs (including labor costs, overhead, and other direct costs) incurred by CONSULTANT in performance of the work, exclusive of any fixed fee. A prorata portion of CONSULTANT's fixed fee shall be included in the progress payments. Actual costs shall not exceed the total estimated costs without prior written agreement between COUNTY and CONSULTANT.

**ARTICLE CII • ELEMENTS OF COMPENSATION**

Compensation for the services provided will be comprised of the following elements: DIRECT LABOR COSTS, FIXED FEE, OTHER DIRECT EXPENSES and OUTSIDE SERVICES.

**A. DIRECT LABOR COSTS**

Direct Labor costs shall be paid in an amount equal to the Direct Salary Costs plus the product of the Direct Salary Costs and the Multiplier which are defined as follows:

**1. Direct Salary Costs**

Direct Salary Costs are the base salaries and wages actually paid to the CONSULTANT's personnel directly engaged in performance of the Services under the Agreement. Salary rates for specific employees shall be provided on the Cost Proposal Worksheets included in ARTICLE CVI • COST PROPOSAL. All Salary rates shall be in effect for three years following the effective date of the Agreement. Thereafter, CONSULTANT may request adjustments to individual rates on an annual basis. CONSULTANT shall notify COUNTY in writing requesting a change in the rates included herein. All adjustments to rates shall be subject to approval by the County Director of Transportation, or his designee.

**2. Multiplier**

The Multiplier to be applied to the Direct Salary Costs to determine the Direct Labor Costs is the sum of the following components:

PAYROLL ADDITIVES..... 93.92 %

The decimal ratio of Payroll Additives to Direct Salary Costs. Payroll Additives include all employee



benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

OVERHEAD COSTS..... 58.01 %

The decimal ratio of allowable Overhead Costs to CONSULTANT firm's total direct salary costs. Allowable Overhead Costs include general, administrative and overhead costs of maintaining and operating established offices, and consistent with established firm policies, and as defined in the Federal Acquisitions Regulations, Part 31.2.

TOTAL MULTIPLIER ..... 151.93 %

(sum of Payroll Additives and Overhead Costs)

**B. FIXED FEE**

1. The Total Fixed Fee payable to the CONSULTANT is \$58,485.44 (CONSULTANT Profit)
2. A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each month and shall be included on each monthly invoice.

**C. OTHER DIRECT EXPENSES**

Additional Direct Costs, directly identifiable to the performance of the services of this Agreement, shall be reimbursed at the rates below, or at actual cost.

Rates for identified Additional Direct Costs are as follows:

Item	Rate	Unit	Budget
Utilities	\$300	Cost	\$300.00
Potholing	\$10,000	Cost	\$10,000.00

**D. OUTSIDE SERVICES**

Outside services shall be paid in accordance with the cost proposals approved for each Subconsultant. Billings for Outside Services shall be submitted along with the CONSULTANT's monthly progress billing submittals and shall be in conformance with the COUNTY Consulting Services Manual invoicing procedures.

**ARTICLE CIII • DIRECT SALARY RATES**

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs, are given below and are subject to the following:

**A. PREMIUM OVERTIME**

Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier.

**B. SALARY RATES**

CONSULTANT shall notify COUNTY in writing requesting a change in the rates included herein. All adjustments to rates shall be subject to approval by the COUNTY Director of Transportation, or his designee.

**POSITION OR CLASSIFICATION MAXIMUM HOURLY RATES**

OH Rate: 151.93% / 10% Fee

Principal	\$150	hour
Sr. Engineering Manager	\$131	hour
Engineering Manager	\$115	hour
Practice Area Leader	\$115	hour
Sr. Project Manager	\$99	hour
Sr. Technical Lead	\$99	hour
Project Manager	\$81	hour
Technical Lead	\$81	hour
Sr. Project Engineer	\$71	hour
Sr. Technical Engineer	\$71	hour
Project Engineer	\$65	hour
Design Engineer II	\$58	hour
Design Engineer I	\$51	hour
Planner II	\$50	hour
Sr. Technician	\$57	hour
Technician	\$46	hour
Planner I	\$38	hour
Intern	\$35	hour
Survey Division Manager	\$115	hour
Sr. Survey Manager	\$90	hour

*Nuevo Road Bridge Rehabilitation and Widening*

1	Sr. Project Surveyor	\$73	hour
2	Project Surveyor	\$68	hour
3	Sr. Surveyor	\$62	hour
4	Surveyor	\$53	hour
5	Lead Survey Technician	\$65	hour
6	Sr. Survey Technician	\$57	hour
7	Survey Technician	\$43	hour
8	Survey Intern	\$35	hour
9	Single Chief*	\$66	hour
10	Single Instrumentman*	\$61	hour
11	Single Chainman*	\$60	hour
12	Apprentice*	\$55	hour
13	1-Person Field Crew*	\$66	hour
14	2-Person Field Crew*	\$117	hour
15	3-Person Field Crew*	\$160	hour
16	Sr. LAUD Division Manager	\$100	hour
17	LAUD Division Manager	\$94	hour
18	Sr. LAUD Project Manager	\$84	hour
19	LAUD Project Manager	\$76	hour
20	Landscape Architect	\$67	hour
21	Landscape Designer II	\$55	hour
22	Landscape Designer I	\$40	hour
23	Landscape Intern	\$35	hour
24	Sr. Funding Specialist	\$73	hour
25	Funding Specialist	\$62	hour
26	Sr. Project Accountant	\$69	hour
27	Project Accountant	\$52	hour
28	Sr. Project Coordinator	\$58	hour
29	Project Coordinator	\$48	hour

1	Sr. Project Assistant	\$48	hour
2	Project Assistant	\$39	hour
3	Sr. Technical Writer	\$52	hour
4	Technical Writer	\$40	hour
5	Sr. Graphic Manager	\$65	hour
6	Sr. Graphic Designer	\$58	hour
7	Graphic Designer	\$50	hour

*\*Subject to Prevailing Wage*

The above rates are for CONSULTANT only. All rates for subconsultants to CONSULTANT will be in accordance with the subconsultants approved cost proposal.

**C. MINIMUM RATES**

The minimum allowable wage rates are subject to "ARTICLE XII STATE PREVAILING WAGE RATES" of this Agreement and to Federal "Payment of Predetermined Minimum Wage" requirements as outlined below. The Federal requirements are only applicable if the services are being paid for in whole or in part with federal-aid funding.

The Federal minimum wage rates for this project as determined by the United States Secretary of Labor are available from the U.S Department of Labor, Employment Standards Administration, Wage and Hour Division. If there is a difference between the minimum wage rates determined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the CONSULTANT and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the CONSULTANT and subcontractors, the CONSULTANT and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

**ARTICLE CIV • INVOICING**

CONSULTANT shall submit invoices in accordance with the "ARTICLE V • ALLOWABLE COSTS AND PAYMENTS" of this Agreement, the COUNTY's Consulting Services Manual and with the following

1 requirements.

- 2
- 3 1. Charges shall be billed in accordance with the terms and rates included herein, unless otherwise
- 4 agreed in writing by the County Contract Administrator.
- 5 2. Base Work and Extra Work shall be charged separately, and the charges for each Phase listed in
- 6 Appendix B, Schedule of Services, shall be listed separately. The charges for each individual
- 7 assigned under this Agreement shall be listed separately.
- 8 3. Each invoice shall bear a certification signed by the CONSULTANT's Project Manager or an officer
- 9 of the firm which reads as follows:

10 I hereby certify that the hours and salary rates charged in this invoice are the actual hours and

11 rates worked and paid to the employees listed.

12 **ARTICLE CV • PAYMENT**

13 Progress payments shall be made in accordance with "ARTICLE V • ALLOWABLE COSTS AND PAYMENTS" of

14 this Agreement.

15 **ARTICLE CVI • COST PROPOSAL**

16 The following cost proposal worksheets reflect the negotiated targeted contract amounts. The cost proposal will

17 serve as a guideline and reference document during the execution of this contract. The total amount of the

18 contract is not to exceed \$1,766,212.03. Reimbursement is to be made at actual cost plus fixed fee, however,

19 billing shall not exceed the rates provided in Section B above. In the event a contingency budget is provided,

20 COUNTY shall hold such contingency in reserve for unforeseen Extra Work that may arise during the

21 performance of this agreement. Contingency budget shall only be used at the discretion of the COUNTY's

22 Contract Administrator, and with prior written authorization by the COUNTY's Contract Administrator in the form of

23 an Administrative Budget Modification as required by the COUNTY's Consulting Services Manual. Contingency

24 budgets are not allowed for services that are paid in whole or in part with federal-aid funding.

**EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT**

1. Local Agency: County of Riverside      2. Contract DBE Goal: 20%  
 3. Project Description: Rehabilitation & Widening of the Nuevo Road Bridge over San Jacinto River  
 4. Project Location: County of Riverside  
 5. Consultant's Name: Mark Thomas & Company, Inc.      6. Prime Certified DBE:

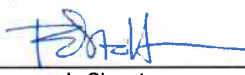
7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Public Outreach	41199	Arellano Associates (909) 627-2974 5851 Pine Avenue Chino, CA 91709	1.7%
Geotechnical Engineering	6956	Earth Mechanics (714) 751-3826 17800 Newhope St, #B Fountain Valley, CA 92708	9.3%
Environmental/Biological Studies	36278	GPA Consulting (310) 792-2690 231 California Street El Segundo, CA 90245	40.6%
Appraisals	46456	Monument ROW (916) 717-7069 8 Cobblestone Court Laguna Niguel, CA 92677	2.4%
<b>Local Agency to Complete this Section</b>			
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ 20. Consultant's Ranking after Evaluation: _____		<b>11. TOTAL CLAIMED DBE PARTICIPATION      54%</b>	
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		<b>IMPORTANT:</b> Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
_____ 21. Local Agency Representative's Signature	_____ 22. Date	 _____ 12. Preparer's Signature	12/20/2021 _____ 13. Date
_____ 23. Local Agency Representative's Name	_____ 24. Phone	Robert Himes _____ 14. Preparer's Name	(916) 381-9100 _____ 15. Phone
_____ 25. Local Agency Representative's Title		Vice President _____ 16. Preparer's Title	

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

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

**EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT**

1. Local Agency: County of Riverside 2. Contract DBE Goal: 20%  
 3. Project Description: Rehabilitation & Widening of the Nuevo Road Bridge over San Jacinto River  
 4. Project Location: County of Riverside  
 5. Consultant's Name: Mark Thomas & Company, Inc. 6. Prime Certified DBE:  7. Total Contract Award Amount: \$1,768,765.58  
 8. Total Dollar Amount for **ALL** Subconsultants: \$1,115,125.69 9. Total Number of **ALL** Subconsultants: 6

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Public Outreach	41199	Arellano Associates (909) 627-2974 5851 Pine Avenue Chino, CA 91709	\$30,645.78
Geotechnical Engineering	6956	Earth Mechanics (714) 751-3826 17800 Newhope St. #B Fountain Valley, CA 92708	\$165,412.56
Environmental/Biological Studies	36278	GPA Consulting (310) 792-2690 231 California Street El Segundo, CA 90245	\$718,071.73
Appraisals	46456	Monument ROW (916) 717-7069 8 Cobblestone Court Laguna Niguel, CA 92677	\$44,030.03
<b>Local Agency to Complete this Section</b>			
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____		<b>14. TOTAL CLAIMED DBE PARTICIPATION</b>	<b>54%</b>
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	15. Preparer's Signature 	16. Date 12/20/2021
25. Local Agency Representative's Name	26. Phone	17. Preparer's Name Robert Himes	18. Phone (916) 381-9100
27. Local Agency Representative's Title		19. Preparer's Title Vice President	

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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Nuevo Road Bridge over San Jacinto River (Br. No. 56C0004; Federal No. 5956 (252)) Fee Proposal Summary

January 27, 2022

COMPANIES	PHASE I	PHASE I	PHASE II	PHASE II	PHASE III	PHASE III	PHASE IV	PHASE V	TOTAL
Mark Thomas & Company, Inc. Prime	\$ 92,882.06	\$ 85,454.76	\$ 57,946.64	\$ 68,458.90	\$ 303,825.10	\$ 5,657.33	\$ 4,617.02	\$ 34,798.08	\$ 663,639.89
Arellano Associates, Inc.			\$ 30,645.78						\$ 30,645.78
Earth Mechanics, Inc		\$ 17,070.09			\$ 138,209.29			\$ 10,133.15	\$ 165,412.53
Felix & Peers		\$ 38,569.55							\$ 38,569.55
GPA Consulting	\$ 77,827.39		\$ 551,069.57			\$ 86,621.25			\$ 715,518.21
Monument ROW					\$ 44,030.03				\$ 44,030.03
QS Consulting		\$ 94,080.57	\$ 24,305.47						\$ 118,386.04
<b>TOTAL</b>	<b>\$ 170,709.45</b>	<b>\$ 236,184.97</b>	<b>\$ 663,967.46</b>	<b>\$ 68,458.90</b>	<b>\$ 486,064.42</b>	<b>\$ 92,278.58</b>	<b>\$ 4,617.02</b>	<b>\$ 44,931.23</b>	<b>\$ 1,766,212.03</b>

Phase I Project Management  
 Phase I Preliminary Engineering  
 Phase II Environmental Studies and Documentation  
 Phase II Project Management



**FEE PROPOSAL WORKSHEET**

COMPANY: <b>Mark Thomas &amp; Company, Inc.</b>	SCOPE OF WORK: <b>Project Summary</b>	PHASE: <b>ALL PHASES</b>
PROJECT: <b>Nuevo Road Bridge over San Jacinto River (Br. No. 56C0004; Federal No. 5956 (252))</b>		DATE: <b>January 27, 2022</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
	Sr. Engineering Manager		\$117.86	
	Engineering Manager	376 @	\$95.38	\$35,862.88
	Sr. Project Manager	400 @	\$86.24	\$34,496.00
	Sr. Technical Lead	140 @	\$84.44	\$11,821.60
	Technical Lead	504 @	\$70.37	\$35,466.48
	Sr. Project Engineer	460 @	\$60.62	\$27,885.20
	Project Engineer		\$53.05	
	Design Engineer II	300	\$46.19	\$13,857.00
	Design Engineer I	912	\$37.89	\$34,555.68
	Sr. Technician	388	\$46.91	\$18,201.08
	Technician		\$31.75	
	Intern	108	\$21.65	\$2,338.20
	Sr. Survey Manager		\$80.47	
	Project Surveyor		\$58.46	
	Survey Technician		\$32.48	
	Sr. Project Accountant	48	\$59.54	\$2,857.92
	Sr. Project Coordinator	80	\$46.91	\$3,752.80
	Project Assistant		\$27.79	
<b>TOTAL HOURS:</b>		<b>3,716</b>	<b>TOTAL AMOUNT:</b>	<b>\$221,094.84</b>

**MULTIPLIERS**

ESCALATION @	5.00%	(Rates Vary by Phase)	\$11,054.74
OVERHEAD @	151.93%	(of Direct Labor + Escalation)	\$352,704.86
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$58,485.44
<b>TOTAL MULTIPLIERS:</b>			<b>\$422,245.05</b>

**OTHER DIRECT COSTS**

\*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Utilities - Misc. Costs	1	LS @	\$300.00	\$300.00
Potholing	1	LS @	\$10,000.00	\$10,000.00
<b>TOTAL ODC'S:</b>				<b>\$10,300.00</b>

**SUB CONSULTANT SERVICES**

COMPANY	LABOR	MULTIPLIERS	ODC's	TOTAL
Arellano Associates, Inc.	\$10,261.00	\$15,834.78	\$4,550.00	\$30,645.78
Earth Mechanics, Inc.	\$38,972.40	\$86,596.21	\$39,843.92	\$165,412.53
Fehr & Peers	\$11,766.10	\$25,678.45	\$1,125.00	\$38,569.55
GPA Consulting	\$216,567.38	\$397,886.47	\$101,064.36	\$715,518.21
Monument ROW	\$8,276.87	\$11,753.16	\$24,000.00	\$44,030.03
Q3 Consulting	\$39,185.14	\$78,367.90	\$843.00	\$118,396.04

**TOTAL SUBCONSULTANT SERVICES: \$1,112,572.14**

**GRAND TOTAL \$1,766,212.03**

**FEE PROPOSAL WORKSHEET**

COMPANY: <b>Mark Thomas &amp; Company, Inc.</b>	SCOPE OF WORK: <b>Project Management</b>	PHASE: <b>Phase I</b>
PROJECT: <b>Nuevo Road Bridge over San Jacinto River (Br. No. 56C0004; Federal No. 5956 (252))</b>		DATE: <b>January 27, 2022</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
	Sr. Engineering Manager			\$117.86	
	Engineering Manager	148	@	\$95.38	\$14,116.24
	Sr. Project Manager	80	@	\$86.24	\$6,899.20
	Sr. Technical Lead	60	@	\$84.44	\$5,066.40
	Technical Lead	36	@	\$70.37	\$2,533.32
	Sr. Project Engineer			\$60.62	
	Project Engineer			\$53.05	
	Design Engineer II			\$46.19	
	Design Engineer I			\$37.89	
	Sr. Technician			\$46.91	
	Technician			\$31.75	
	Intern			\$21.65	
	Sr. Survey Manager			\$80.47	
	Project Surveyor			\$58.46	
	Survey Technician			\$32.48	
	Sr. Project Accountant	24	@	\$59.54	\$1,428.96
	Sr. Project Coordinator	40	@	\$46.91	\$1,876.40
	Project Assistant			\$27.79	
TOTAL HOURS		<b>388</b>		TOTAL AMOUNT:	<b>\$31,920.52</b>

**MULTIPLIERS**

ESCALATION @	5.00%	(of Direct Labor)	\$1,596.03
OVERHEAD @	151.93%	(of Direct Labor + Escalation)	\$50,921.69
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$8,443.82
TOTAL HOURS			TOTAL MULTIPLIERS: <b>\$60,961.54</b>

**OTHER DIRECT COSTS**

\*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Utilities - Misc. Costs		LS	\$300.00	
Potholing		LS	\$10,000.00	

TOTAL ODC'S:

**SUB CONSULTANT SERVICES**

COMPANY	LABOR	MULTIPLIERS	ODC's	TOTAL
Arellano Associates, Inc.				
Earth Mechanics, Inc				
Fehr & Peers				
GPA Consulting	\$27,430.66	\$50,396.73		\$77,827.39
Monument ROW				
Q3 Consulting				

TOTAL SUBCONSULTANT SERVICES: **\$77,827.39**

**TOTAL** **\$170,709.45**

**FEE PROPOSAL WORKSHEET**

COMPANY: <b>Mark Thomas &amp; Company, Inc.</b>	SCOPE OF WORK: <b>Preliminary Engineering</b>	PHASE: <b>Phase I</b>
PROJECT <b>Nuevo Road Bridge over San Jacinto River (Br. No. 56C0004; Federal No. 5956 (252))</b>		DATE <b>January 27, 2022</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
	Sr. Engineering Manager			\$117.86	
	Engineering Manager	20	@	\$95.38	\$1,907.60
	Sr. Project Manager	26	@	\$86.24	\$2,242.24
	Sr. Technical Lead			\$84.44	
	Technical Lead	112	@	\$70.37	\$7,881.44
	Sr. Project Engineer	58	@	\$60.62	\$3,515.96
	Project Engineer			\$53.05	
	Design Engineer II	20	@	\$46.19	\$923.80
	Design Engineer I	284	@	\$37.89	\$10,760.76
	Sr. Technician	40	@	\$46.91	\$1,876.40
	Technician			\$31.75	
	Intern	12	@	\$21.65	\$259.80
	Sr. Survey Manager			\$80.47	
	Project Surveyor			\$58.46	
	Survey Technician			\$32.48	
	Sr. Project Accountant			\$59.54	
	Sr. Project Coordinator			\$46.91	
	Project Assistant			\$27.79	
TOTAL HOURS:		<b>572</b>		TOTAL AMOUNT:	<b>\$29,368.00</b>

**MULTIPLIERS**

ESCALATION @	5.00%	(of Direct Labor)	\$1,468.40
OVERHEAD @	151.93%	(of Direct Labor + Escalation)	\$46,849.74
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$7,768.61
TOTAL MULTIPLIERS:			<b>\$56,086.76</b>

**OTHER DIRECT COSTS**

\*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Utilities - Misc. Costs		LS	\$300.00	
Potholing		LS	\$10,000.00	
TOTAL ODC'S:				

**SUB CONSULTANT SERVICES**

COMPANY	LABOR	MULTIPLIERS	ODC'S	TOTAL
Arellano Associates, Inc.				
Earth Mechanics, Inc	\$5,298.00	\$11,772.09		\$17,070.09
Fehr & Peers	\$11,766.10	\$25,678.45	\$1,125.00	\$38,569.55
GPA Consulting				
Monument ROW				
Q3 Consulting	\$31,176.82	\$62,351.75	\$562.00	\$94,090.57
TOTAL SUBCONSULTANT SERVICES:				<b>\$149,730.21</b>

**TOTAL** **\$235,184.97**

**FEE PROPOSAL WORKSHEET**

COMPANY: <b>Mark Thomas &amp; Company, Inc.</b>	SCOPE OF WORK: <b>Project Management</b>	PHASE: <b>Phase II</b>
PROJECT: <b>Nuevo Road Bridge over San Jacinto River (Br. No. 56C0004; Federal No. 5956 (252))</b>		DATE: <b>January 27, 2022</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
	Sr. Engineering Manager			\$117.86	
	Engineering Manager	60	@	\$95.38	\$5,722.80
	Sr. Project Manager	80	@	\$86.24	\$6,899.20
	Sr. Technical Lead	60	@	\$84.44	\$5,066.40
	Technical Lead	36	@	\$70.37	\$2,533.32
	Sr. Project Engineer			\$60.62	
	Project Engineer			\$53.05	
	Design Engineer II			\$46.19	
	Design Engineer I			\$37.89	
	Sr. Technician			\$46.91	
	Technician			\$31.75	
	Intern			\$21.65	
	Sr. Survey Manager			\$80.47	
	Project Surveyor			\$58.46	
	Survey Technician			\$32.48	
	Sr. Project Accountant	24	@	\$59.54	\$1,428.96
	Sr. Project Coordinator	40	@	\$46.91	\$1,876.40
	Project Assistant			\$27.79	
TOTAL HOURS		<b>300</b>		TOTAL AMOUNT:	<b>\$23,527.08</b>

**MULTIPLIERS**

ESCALATION @	5.00%	(of Direct Labor)	\$1,176.35
OVERHEAD @	151.93%	(of Direct Labor + Escalation)	\$37,531.93
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$6,223.54
TOTAL MULTIPLIERS:			<b>\$44,931.82</b>

**OTHER DIRECT COSTS**

\*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Utilities - Misc. Costs		LS	\$300.00	
Potholing		LS	\$10,000.00	
TOTAL ODC'S:				

**SUB CONSULTANT SERVICES**

COMPANY	LABOR	MULTIPLIERS	ODC's	TOTAL
Arellano Associates, Inc.				
Earth Mechanics, Inc				
Fehr & Peers				
GPA Consulting				
Monument ROW				
Q3 Consulting				

TOTAL SUBCONSULTANT SERVICES:

**TOTAL \$68,458.90**

**FEE PROPOSAL WORKSHEET**

COMPANY: <b>Mark Thomas &amp; Company, Inc.</b>	SCOPE OF WORK: <b>Environmental Studies and Documentation</b>	PHASE: <b>Phase II</b>
PROJECT: <b>Nuevo Road Bridge over San Jacinto River (Br. No. 56C0004; Federal No. 5956 (252))</b>		DATE: <b>January 27, 2022</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
	Sr. Engineering Manager		\$117.86	
	Engineering Manager	76	@ \$95.38	\$7,248.88
	Sr. Project Manager	72	@ \$86.24	\$6,209.28
	Sr. Technical Lead		\$84.44	
	Technical Lead		\$70.37	
	Sr. Project Engineer	64	@ \$60.62	\$3,879.68
	Project Engineer		\$53.05	
	Design Engineer II		\$46.19	
	Design Engineer I	68	@ \$37.89	\$2,576.52
	Sr. Technician		\$46.91	
	Technician		\$31.75	
	Intern		\$21.65	
	Sr. Survey Manager		\$80.47	
	Project Surveyor		\$58.46	
	Survey Technician		\$32.48	
	Sr. Project Accountant		\$59.54	
	Sr. Project Coordinator		\$46.91	
	Project Assistant		\$27.79	
TOTAL HOURS:		<b>280</b>	TOTAL AMOUNT:	<b>\$19,914.36</b>

**MULTIPLIERS**

ESCALATION @	5.00%	(of Direct Labor)	\$995.72
OVERHEAD @	151.93%	(of Direct Labor + Escalation)	\$31,768.68
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$5,267.88
TOTAL MULTIPLIERS:			<b>\$38,032.28</b>

**OTHER DIRECT COSTS**

\*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Utilities - Misc. Costs		LS	\$300.00	
Potholing		LS	\$10,000.00	
TOTAL ODC'S:				

**SUB CONSULTANT SERVICES**

COMPANY	LABOR	MULTIPLIERS	ODC's	TOTAL
Arellano Associates, Inc.	\$10,261.00	\$15,834.78	\$4,550.00	\$30,645.78
Earth Mechanics, Inc				
Fehr & Peers				
GPA Consulting	\$158,606.62	\$291,398.59	\$101,064.36	\$551,069.57
Monument ROW				
Q3 Consulting	\$8,008.32	\$16,016.15	\$281.00	\$24,305.47

TOTAL SUBCONSULTANT SERVICES: **\$606,020.82**

**TOTAL** **\$663,967.46**

**FEE PROPOSAL WORKSHEET**

COMPANY: <b>Mark Thomas &amp; Company, Inc.</b>	SCOPE OF WORK: <b>Plans, Specifications and Estimates (PS&amp;E)</b>	PHASE: <b>Phase III</b>
PROJECT: <b>Nuevo Road Bridge over San Jacinto River (Br. No. 56C0004; Federal No. 5956 (252))</b>		DATE: <b>January 27, 2022</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
	Sr. Engineering Manager		\$117.86	
	Engineering Manager	52	@ \$95.38	\$4,959.76
	Sr. Project Manager	106	@ \$86.24	\$9,141.44
	Sr. Technical Lead	20	@ \$84.44	\$1,688.80
	Technical Lead	300	@ \$70.37	\$21,111.00
	Sr. Project Engineer	306	@ \$60.62	\$18,549.72
	Project Engineer		\$53.05	
	Design Engineer II	280	@ \$46.19	\$12,933.20
	Design Engineer I	456	@ \$37.89	\$17,277.84
	Sr. Technician	280	@ \$46.91	\$13,134.80
	Technician		\$31.75	
	Intern	96	@ \$21.65	\$2,078.40
	Sr. Survey Manager		\$80.47	
	Project Surveyor		\$58.46	
	Survey Technician		\$32.48	
	Sr. Project Accountant		\$59.54	
	Sr. Project Coordinator		\$46.91	
	Project Assistant		\$27.79	
TOTAL HOURS:		<b>1,896</b>	TOTAL AMOUNT:	<b>\$100,874.96</b>

**MULTIPLIERS**

ESCALATION @	5.00%	(of Direct Labor)	\$5,043.75
OVERHEAD @	151.93%	(of Direct Labor + Escalation)	\$160,922.29
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$26,684.10
TOTAL MULTIPLIERS:			<b>\$192,650.14</b>

**OTHER DIRECT COSTS**

\*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Utilities - Misc. Costs	1	LS	\$300.00	\$300.00
Potholing	1	LS @	\$10,000.00	\$10,000.00
TOTAL ODC'S:				<b>\$10,300.00</b>

**SUB CONSULTANT SERVICES**

COMPANY	LABOR	MULTIPLIERS	ODC's	TOTAL
Arellano Associates, Inc.				
Earth Mechanics, Inc	\$30,529.40	\$67,835.97	\$39,843.92	\$138,209.29
Fehr & Peers				
GPA Consulting				
Monument ROW	\$8,276.87	\$11,753.16	\$24,000.00	\$44,030.03
Q3 Consulting				
TOTAL SUBCONSULTANT SERVICES:				<b>\$182,239.32</b>

**TOTAL \$486,064.42**

**FEE PROPOSAL WORKSHEET**

COMPANY: <b>Mark Thomas &amp; Company, Inc.</b>	SCOPE OF WORK: <b>Permitting</b>	PHASE: <b>Phase III</b>
PROJECT: <b>Nuevo Road Bridge over San Jacinto River (Br. No. 56C0004; Federal No. 5956 (252))</b>		DATE: <b>January 27, 2022</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
	Sr. Engineering Manager		\$117.86	
	Engineering Manager		\$95.38	
	Sr. Project Manager	12	@ \$86.24	\$1,034.88
	Sr. Technical Lead		\$84.44	
	Technical Lead		\$70.37	
	Sr. Project Engineer		\$60.62	
	Project Engineer		\$53.05	
	Design Engineer II		\$46.19	
	Design Engineer I	24	@ \$37.89	\$909.36
	Sr. Technician		\$46.91	
	Technician		\$31.75	
	Intern		\$21.65	
	Sr. Survey Manager		\$80.47	
	Project Surveyor		\$58.46	
	Survey Technician		\$32.48	
	Sr. Project Accountant		\$59.54	
	Sr. Project Coordinator		\$46.91	
	Project Assistant		\$27.79	
TOTAL HOURS:		<b>36</b>	TOTAL AMOUNT:	<b>\$1,944.24</b>

**MULTIPLIERS**

ESCALATION @	5.00%	(of Direct Labor)	\$97.21
OVERHEAD @	151.93%	(of Direct Labor + Escalation)	\$3,101.58
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$514.30
TOTAL MULTIPLIERS:			<b>\$3,713.09</b>

**OTHER DIRECT COSTS**

\*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Utilities - Misc. Costs		LS	\$300.00	
Potholing		LS	\$10,000.00	

TOTAL ODC'S:

**SUB CONSULTANT SERVICES**

COMPANY	LABOR	MULTIPLIERS	ODC's	TOTAL
Arellano Associates, Inc.				
Earth Mechanics, Inc				
Fehr & Peers				
GPA Consulting	\$30,530.10	\$56,091.15		\$86,621.25
Monument ROW				
Q3 Consulting				

TOTAL SUBCONSULTANT SERVICES: **\$86,621.25**

**TOTAL** **\$92,278.58**

**FEE PROPOSAL WORKSHEET**

COMPANY: <b>Mark Thomas &amp; Company, Inc.</b>	SCOPE OF WORK: <b>Bidding Assistance</b>	PHASE: <b>Phase IV</b>
PROJECT: <b>Nuevo Road Bridge over San Jacinto River (Br. No. 56C0004; Federal No. 5956 (252))</b>		DATE: <b>January 27, 2022</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
	Sr. Engineering Manager			\$117.86	
	Engineering Manager	4	@	\$95.38	\$381.52
	Sr. Project Manager	4	@	\$86.24	\$344.96
	Sr. Technical Lead			\$84.44	
	Technical Lead			\$70.37	
	Sr. Project Engineer	8	@	\$60.62	\$484.96
	Project Engineer			\$53.05	
	Design Engineer II			\$46.19	
	Design Engineer I			\$37.89	
	Sr. Technician	8	@	\$46.91	\$375.28
	Technician			\$31.75	
	Intern			\$21.65	
	Sr. Survey Manager			\$80.47	
	Project Surveyor			\$58.46	
	Survey Technician			\$32.48	
	Sr. Project Accountant			\$59.54	
	Sr. Project Coordinator			\$46.91	
	Project Assistant			\$27.79	
TOTAL HOURS:		<b>24</b>		TOTAL AMOUNT:	<b>\$1,586.72</b>

**MULTIPLIERS**

ESCALATION @	5.00%	(of Direct Labor)	\$79.34
OVERHEAD @	151.93%	(of Direct Labor + Escalation)	\$2,531.24
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$419.73
TOTAL MULTIPLIERS:			<b>\$3,030.30</b>

**OTHER DIRECT COSTS**

\*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Utilities - Misc. Costs		LS	\$300.00	
Potholing		LS	\$10,000.00	
TOTAL ODC'S:				

**SUB CONSULTANT SERVICES**

COMPANY	LABOR	MULTIPLIERS	ODC's	TOTAL
Arellano Associates, Inc.				
Earth Mechanics, Inc				
Fehr & Peers				
GPA Consulting				
Monument ROW				
Q3 Consulting				

TOTAL SUBCONSULTANT SERVICES:

TOTAL **\$4,617.02**



**FEE PROPOSAL WORKSHEET**

COMPANY: <b>Mark Thomas &amp; Company, Inc.</b>	SCOPE OF WORK: <b>Construction Assistance</b>	PHASE: <b>Phase V</b>
PROJECT: <b>Nuevo Road Bridge over San Jacinto River (Br. No. 56C0004; Federal No. 5956 (252))</b>		DATE: <b>January 27, 2022</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
	Sr. Engineering Manager			\$117.86	
	Engineering Manager	16	@	\$95.38	\$1,526.08
	Sr. Project Manager	20	@	\$86.24	\$1,724.80
	Sr. Technical Lead			\$84.44	
	Technical Lead	20	@	\$70.37	\$1,407.40
	Sr. Project Engineer	24	@	\$60.62	\$1,454.88
	Project Engineer			\$53.05	
	Design Engineer II			\$46.19	
	Design Engineer I	80	@	\$37.89	\$3,031.20
	Sr. Technician	60	@	\$46.91	\$2,814.60
	Technician			\$31.75	
	Intern			\$21.65	
	Sr. Survey Manager			\$80.47	
	Project Surveyor			\$58.46	
	Survey Technician			\$32.48	
	Sr. Project Accountant			\$59.54	
	Sr. Project Coordinator			\$46.91	
	Project Assistant			\$27.79	
TOTAL HOURS:		<b>220</b>		TOTAL AMOUNT:	<b>\$11,958.96</b>

**MULTIPLIERS**

ESCALATION @	5.00%	(of Direct Labor)	\$597.95
OVERHEAD @	151.93%	(of Direct Labor + Escalation)	\$19,077.71
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$3,163.46
TOTAL MULTIPLIERS:			<b>\$22,839.12</b>

**OTHER DIRECT COSTS**

\*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Utilities - Misc. Costs		LS	\$300.00	
Potholing		LS	\$10,000.00	

TOTAL ODC'S:

**SUB CONSULTANT SERVICES**

COMPANY	LABOR	MULTIPLIERS	ODC's	TOTAL
Arellano Associates, Inc.				
Earth Mechanics, Inc	\$3,145.00	\$6,988.15		\$10,133.15
Fehr & Peers				
GPA Consulting				
Monument ROW				
Q3 Consulting				

TOTAL SUBCONSULTANT SERVICES **\$10,133.15**

**TOTAL \$44,931.23**



**MANHOUR WORKSHEET**

COMPANY: Mark Thomas & Company, Inc. SCOPE OF WORK: Project Management PHASE: Phase I  
 PROJECT: Nuevo Road Bridge over San Jacinto River (Br. No. 56C0004; Federal No. 5956 (252)) DATE: January 27, 2022

TASK	SR. ENGINEERING MANAGER	ENGINEERING MANAGER	SR. PROJECT MANAGER	TECHNICAL LEAD	SR. PROJECT LEAD	TECHNICAL LEAD	SR. PROJECT LEAD	PROJECT ENGINEER	DESIGN ENGINEER I	SR. TECHNICIAN	TECHNICIAN	INTERN	SR. SURVEY MANAGER	PROJECT SURVEYOR	SURVEY TECHNICIAN	SR. PROJECT ACCOUNTANT	COORDINATOR	PROJECT ASSISTANT	HOURS	COST
	\$327	\$264	\$249	\$204	\$195	\$168	\$147	\$128	\$105	\$130	\$88	\$40	\$223	\$162	\$90	\$165	\$130	\$77		

	148	80	60	36	24	40	388	\$	88,459
<b>Total Manhours</b>									
1.1 Project Management	60	40					24		34,579
1.2 Project Team Meetings	88	40	36				164		39,840
1.3 Quality Control & Quality Assurance (QC/QA)			60				60		14,040

**MAN-HOUR WORKSHEET**

COMPANY: **Mark Thomas & Company, Inc.**  
 PHASE: **Phase I**  
 SCOPE OF WORK: **Preliminary Engineering**  
 PROJECT: **Nuevo Road Bridge over San Jacinto River (Br. No. 56C0004; Federal No. 5956 (252))**  
 DATE: **January 27, 2022**

TASK	Sr. Engineering Manager	Engineering Manager	Sr. Project Manager	Technical Lead	Sr. Project Engineer	Design Engineer	Design Engineer II	Sr. Engineer I	Technician	Intern	Sr. Survey Manager	Project Surveyor	Sr. Project Accountant	Sr. Project Coordinator	Project Assistant	Hours	Cost	
	\$327	\$264	\$239	\$244	\$195	\$185	\$147	\$128	\$105	\$130	\$118	\$90	\$223	\$162	\$90	\$165	\$1.0	\$77

**Total Manhours**      20   26   112   58   20   284   40   12   572      \$   45,645

TASK	Sr. Engineering Manager	Engineering Manager	Sr. Project Manager	Technical Lead	Sr. Project Engineer	Design Engineer	Design Engineer II	Sr. Engineer I	Technician	Intern	Sr. Survey Manager	Project Surveyor	Sr. Project Accountant	Sr. Project Coordinator	Project Assistant	Hours	Cost
2.1 Traffic Studies	4	4														8	\$ 2,013
2.2 Prelim Utility Research/Utility Base Map		4		10		56										82	\$ 2,636
2.3 Encroachment Permits/Right of Entry		4		16		32				12						52	\$ 3,644
2.4 Surveying/ROW Mapping (By County)		4				16										20	\$ 956
2.5 Preliminary Geotechnical							16									16	\$ 3,120
2.6 Right of Way Requirements Map		4		8		48										60	\$ 2,300
2.7 Prelim Roadway/Geometric Exhibit		4		16		96										116	\$ 3,644
2.8 Life Cycle Cost Analysis	8	2		8	20	16										94	\$ 14,297
2.9 Bridge Type Selection	8					20	40	40								108	\$ 9,915
2.10 Hydrologic/Hydraulic/Scour Analysis				16												16	\$ 3,120



**MANHOUR WORKSHEET**

COMPANY: Mark Thomas & Company, Inc.  
 PROJECT: Nuevo Road Bridge over San Jacinto River (Br. No. 56C0004; Federal No. 5956 (282))

SCOPE OF WORK: Environmental Studies and Documentation

PHASE: Phase II  
 DATE: January 27, 2022

TASK	SR ENGINEERING MANAGER	SR PROJECT MANAGER	SR TECHNICAL LEAD	SR PROJECT ENGINEER	DESIGN ENGINEER I	DESIGN ENGINEER II	SR. TECHNICIAN	TECHNICIAN	INTERV	SR SURVEY MANAGER	PROJECT SURVEYOR	SR PROJECT ACCOUNTANT	SR PROJECT ACCOUNTANT	PROJECT ACCOUNTANT	COST
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	76	72	64	68	280	\$	55,187
<b>Total Manhours</b>	<b>76</b>	<b>72</b>	<b>64</b>	<b>68</b>	<b>280</b>	<b>\$</b>	<b>55,187</b>
3.1 Project Initiation	20	8	8				
3.2 Prelim Environmental Study (PES)	8	8					
3.3 Technical Studies	40	40		20			
Natural Environmental Study							
Aquatic Resources Delineation							
Focused Plant/Wildlife Surveys							
Bat Daytime Habitat Assessment							
Bat Night Emergency Survey							
MSHCP Consistency Analysis							
DBESP Report							
Revegetation Plan							
HPSR and ASR							
Historic Resources Evaluation Report (HRER)							
Air Quality Impact Assessment							
Noise Study Report							
Noise Abatement Decision Report (NADR)			56	48			
Hazardous Waste (ISA)							
Phase II Testing							
Water Quality Technical Memo							
Visual Impact Assessment Technical Memo							
Location Hydraulic Study							
3.4 Environmental Document	8	16					
3.4.1 Draft Environmental Document							
3.4.2 Notice of Availability							
3.4.3 Response to Comments							
3.4.4 Final Environmental Document							
3.4.5 Notice of Determination (Final)							
3.4.6 NEPA CE							
					104	\$	14,448
					24	\$	5,938







**MANHOURLY WORKSHEET**

COMPANY: **Mark Thomas & Company, Inc.**  
 PROJECT: **Nuevo Road Bridge over San Jacinto River (Br. No. 56C0004; Federal No. 5956 (252))**  
 SCOPE OF WORK: **Bidding Assistance**  
 PHASE: **Phase IV**  
 DATE: **January 27, 2022**

TASK	SR. ENGINEERING MANAGER	ENGINEERING MANAGER	SR. PROJECT MANAGER	TECHNICAL LEAD	SR. PROJECT MANAGER	SR. PROJECT ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	DESIGN ENGINEER II	DESIGN ENGINEER I	SR. TECHNICIAN	TECHNICIAN	INTERM.	SR. SURVEY MANAGER	PROJECT SUPERVISOR	SURVEY TECHNICIAN	SR. PROJECT ACCOUNTANT	COORDINATOR	PROJECT ASSISTANT	HOURS	COST
	\$27	\$264	\$210	\$284	\$195	\$168	\$147	\$128	\$105	\$130	\$88	\$60	\$223	\$162	\$90	\$165	\$130	\$77		24	\$ 4,397

**Total Manhours**

**6.1 Bidding Assistance**

	4	4	4	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	24	\$ 4,397
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**MANHOUR WORKSHEET**

COMPANY: **Mark Thomas & Company, Inc.**  
 PROJECT: **Nuevo Road Bridge over San Jacinto River (Br. No. 56C0004; Federal No. 5956 (252))**  
 SCOPE OF WORK: **Construction Assistance**  
 PHASE: **Phase V**  
 DATE: **January 27, 2022**

TASK	Sr. Engineering Manager	Engineering Manager	Sr. Project Manager	Sr. Technical Lead	Sr. Project Engineer	Project Engineer	Design Engineer II	Design Engineer I	Sr. Technician	Technician	Intern	Sr. Survey Manager	Project Surveyor	Sr. Project Technician	Sr. Project Accountant	Coordinator	Project Assistant	Hours	Cost
	16	20	20	20	24	147	128	105	130	88	80	223	162	90	165	130	77	220	\$ 33,141
<b>Total Manhours</b>	<b>16</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>24</b>	<b>147</b>	<b>128</b>	<b>105</b>	<b>130</b>	<b>88</b>	<b>80</b>	<b>223</b>	<b>162</b>	<b>90</b>	<b>165</b>	<b>130</b>	<b>77</b>	<b>220</b>	<b>\$ 33,141</b>
7.1 Construction Assistance	16	16	20	20	20			40	40									152	\$ 24,713
7.2 Prepare As-Built Plans		4			4			40	20									68	\$ 8,428

**SUBCONSULTANT FEE PROPOSAL WORKSHEET**

COMPANY: <b>Arellano Associates, Inc.</b>	SCOPE OF WORK: <b>Project Summary</b>	PHASE: <b>All Phases</b>
PROJECT: Nuevo Road Bridge over San Jacinto River (Br. No. 56C0004; Federal No. BRLS 5956 (252))		DATE: <b>August 18, 2021</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Maria Yanez-Forgash	Project Manager	30	@ \$65.00	\$1,950.00
Margaret Meadows	Sr. Project Coordinator	56	@ \$53.00	\$2,968.00
Kyle Santiago	Sr. Creative Coordinator	10	@ \$50.00	\$500.00
Thomas Reese	Project Coordinator	89	@ \$35.00	\$3,115.00
Jennifer Velazquez	Asst. Project Coordinator	72	@ \$24.00	\$1,728.00
<b>TOTAL HOURS</b>		<b>257</b>	<b>TOTAL DIRECT LABOR</b>	<b>\$10,261.00</b>

**MULTIPLIERS**

ESCALATION @	(Rates Vary by Phase)	
OVERHEAD @	131.20% (of Direct Labor + Escalation)	\$13,462.43
PAYROLL ADDITIVES @	(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%	\$2,372.34
<b>TOTAL MULTIPLIERS</b>		<b>\$15,834.78</b>

**OTHER DIRECT COSTS**

\*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Parcel Data	1	LS	@ \$300.00	\$300.00
Postage & Notice Distribution	1000	EA	@ \$0.50	\$500.00
Spanish Translation & Interpretation	1	LS	@ \$750.00	\$750.00
Newspaper Advertising (Press Enterprise + One Local Paper + LA	1	LS	@ \$3,000.00	\$3,000.00
<b>TOTAL ODC'S</b>				<b>\$4,550.00</b>

**TOTAL** **\$30,645.78**

**SUBCONSULTANT FEE PROPOSAL WORKSHEET**

COMPANY: <b>Arellano Associates, Inc.</b>	SCOPE OF WORK: <b>Environmental Studies and Documentation</b>	PHASE <b>Phase I</b>
PROJECT: <b>Nuevo Road Bridge over San Jacinto River (Br. No. 56C0004; Federal No. BRLS 5956 (252))</b>		DATE: <b>August 18, 2021</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Maria Yanez-Forgash	Project Manager	30	@ \$65.00	\$1,950.00
Margaret Meadows	Sr. Project Coordinator	56	@ \$53.00	\$2,968.00
Kyle Santiago	Sr. Creative Coordinator	10	@ \$50.00	\$500.00
Thomas Reese	Project Coordinator	89	@ \$35.00	\$3,115.00
Jennifer Velazquez	Asst. Project Coordinator	72	@ \$24.00	\$1,728.00
TOTAL HOURS		<b>257</b>	TOTAL DIRECT LABOR	<b>\$10,261.00</b>

**MULTIPLIERS**

ESCALATION @	(of Direct Labor)	
OVERHEAD @	131.20% (of Direct Labor + Escalation)	\$13,462.43
PAYROLL ADDITIVES @	(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%	\$2,372.34
TOTAL MULTIPLIERS		<b>\$15,834.78</b>

**OTHER DIRECT COSTS**

\*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Parcel Data	1	LS	@ \$300.00	\$300.00
Postage & Notice Distribution	1000	EA	@ \$0.50	\$500.00
Spanish Translation & Interpretation	1	LS	@ \$750.00	\$750.00
Newspaper Advertising (Press Enterprise + One Local Paper + LA	1	LS	@ \$3,000.00	\$3,000.00
TOTAL ODC'S				<b>\$4,550.00</b>

**TOTAL \$30,645.78**

**SUBCONSULTANT MANHOUR WORKSHEET SUMMARY**

COMPANY <b>Arellano Associates, Inc.</b>	SCOPE OF WORK <b>Project Summary</b>	PHASE <b>All Phases</b>
PROJECT <b>Nuevo Road Bridge over San Jacinto River (Br. No. 56C0004; Federal No. BRLS 5956 (252))</b>		DATE <b>August 18, 2021</b>

TASK	ROLES					HOURS
	PROJECT MANAGER	SR. PROJECT COORDINATOR	SR. CREATIVE COORDINATOR	PROJECT COORDINATOR	ASST. PROJECT COORDINATOR	

\$165    \$135    \$127    \$89    \$61

**PHASE TOTALS**

<b>30</b>	<b>56</b>	<b>10</b>	<b>89</b>	<b>72</b>	<b>257</b>
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- PHASE I
- PHASE II
- PHASE III
- PHASE IV
- PHASE V

30    56    10    89    72

257



**SUBCONSULTANT FEE PROPOSAL WORKSHEET**

COMPANY <b>Earth Mechanics, Inc.</b>	SCOPE OF WORK: <b>Project Summary</b>	PHASE <b>All Phases</b>
PROJECT: <b>Nuevo Road Bridge over San Jacinto River (Br. No. 56C0004; Federal No. BRLS 5956 (252))</b>		DATE <b>August 18, 2021</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Alahesh Thurairajah	Principal	140	@ \$73.00	\$10,220.00
Chien-Tai Yang	Senior Engineer	212	@ \$58.50	\$12,402.00
Michael Hoshiyama	Senior Project Geologist	130	@ \$51.50	\$6,695.00
Kiat Kiakul	Senior Technician	104	@ \$45.50	\$4,732.00
Pratha Ragavan	Senior Staff Engineer	120	@ \$41.00	\$4,923.40

TOTAL HOURS **706** TOTAL DIRECT LABOR **\$38,972.40**

**MULTIPLIERS**

ESCALATION @	5.00%	(Rates Vary by Phase)	\$1,948.62
OVERHEAD @	178.96%	(of Direct Labor + Escalation)	\$73,232.26
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$11,415.33

TOTAL MULTIPLIERS **\$86,596.21**

**OTHER DIRECT COSTS**

\*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
1. Drilling Rig Rental	7	Day	@ \$4,180.00	\$29,260.00
2. Traffic Control	2	Day	@ \$1,650.00	\$3,300.00
3. Soil Cuttings Contaminants Testing	6	Test	@ \$315.00	\$1,890.00
4. Soil Cuttings Drums Disposal	28	Drum	@ \$160.00	\$4,480.00
5. Mileage	1632	Miles	@ \$0.56	\$913.92

TOTAL ODC'S **\$39,843.92**

**TOTAL** **\$165,412.53**

**SUBCONSULTANT FEE PROPOSAL WORKSHEET**

COMPANY: <b>Earth Mechanics, Inc.</b>	SCOPE OF WORK: <b>Preliminary Engineering</b>	PHASE: <b>Phase I</b>
PROJECT: <b>Nuevo Road Bridge over San Jacinto River (Br. No. 56C0004; Federal No. BRLS 5956 (252))</b>		DATE: <b>August 18, 2021</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Alahesh Thurairajah	Principal	20	@ \$73.00	\$1,460.00
Chien-Tai Yang	Senior Engineer	48	@ \$58.50	\$2,808.00
Michael Hoshiyama	Senior Project Geologist	20	@ \$51.50	\$1,030.00
Kiat Kiakul	Senior Technician		\$45.50	
Pratha Ragavan	Senior Staff Engineer		\$41.00	

TOTAL HOURS **88** TOTAL DIRECT LABOR **\$5,298.00**

**MULTIPLIERS**

ESCALATION @	5.00%	(of Direct Labor)	\$264.90
OVERHEAD @	178.96%	(of Direct Labor + Escalation)	\$9,955.37
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$1,551.83

TOTAL MULTIPLIERS **\$11,772.09**

**OTHER DIRECT COSTS**

\*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
1. Drilling Rig Rental		Day	\$4,180.00	
2. Traffic Control		Day	\$1,650.00	
3. Soil Cuttings Contaminants Testing		Test	\$315.00	
4. Soil Cuttings Drums Disposal		Drum	\$160.00	
5. Mileage		Miles	\$0.56	

TOTAL ODC'S

**TOTAL** **\$17,070.09**



**SUBCONSULTANT FEE PROPOSAL WORKSHEET**

COMPANY <b>Earth Mechanics, Inc.</b>	SCOPE OF WORK <b>Plans, Specifications &amp; Estimates (PS&amp;E)</b>	PHASE <b>Phase II</b>
PROJECT <b>Nuevo Road Bridge over San Jacinto River (Br. No. 56C0004; Federal No. BRLS 5956 (252))</b>		DATE <b>August 18, 2021</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Alahesh Thurairajah	Principal	100	@ \$73.00	\$7,300.00
Chien-Tai Yang	Senior Engineer	144	@ \$58.50	\$8,424.00
Michael Hoshiyama	Senior Project Geologist	100	@ \$51.50	\$5,150.00
Kiat Kiakul	Senior Technician	104	@ \$45.50	\$4,732.00
Pratha Ragavan	Senior Staff Engineer	120	@ \$41.00	\$4,923.40
<b>TOTAL HOURS</b>		<b>568</b>	<b>TOTAL DIRECT LABOR</b>	<b>\$30,529.40</b>

**MULTIPLIERS**

ESCALATION @	5.00%	(of Direct Labor)	\$1,526.47
OVERHEAD @	178.96%	(of Direct Labor + Escalation)	\$57,367.19
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$8,942.31
<b>TOTAL MULTIPLIERS</b>			<b>\$67,835.97</b>

**OTHER DIRECT COSTS**

\*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
1. Drilling Rig Rental	7	Day	@ \$4,180.00	\$29,260.00
2. Traffic Control	2	Day	@ \$1,650.00	\$3,300.00
3. Soil Cuttings Contaminants Testing	6	Test	@ \$315.00	\$1,890.00
4. Soil Cuttings Drums Disposal	28	Drum	@ \$160.00	\$4,480.00
5. Mileage	1632	Miles	@ \$0.56	\$913.92
<b>TOTAL ODC'S</b>				<b>\$39,843.92</b>

**TOTAL** **\$138,209.29**

**SUBCONSULTANT FEE PROPOSAL WORKSHEET**

COMPANY: <b>Earth Mechanics, Inc.</b>	SCOPE OF WORK: <b>Construction Assistance</b>	PHASE: <b>Phase V</b>
PROJECT: <b>Nuevo Road Bridge over San Jacinto River (Br. No. 56C0004; Federal No. BRLS 5956 (252))</b>		DATE: <b>August 18, 2021</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Alahesh Thurairajah	Principal	20	@ \$73.00	\$1,460.00
Chien-Tai Yang	Senior Engineer	20	@ \$58.50	\$1,170.00
Michael Hoshiyama	Senior Project Geologist	10	@ \$51.50	\$515.00
Kiat Kiakul	Senior Technician		\$45.50	
Pratha Ragavan	Senior Staff Engineer		\$41.00	

TOTAL HOURS **50** TOTAL DIRECT LABOR **\$3,145.00**

**MULTIPLIERS**

ESCALATION @	5.00%	(of Direct Labor)	\$157.25
OVERHEAD @	178.96%	(of Direct Labor + Escalation)	\$5,909.71
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$921.20

TOTAL MULTIPLIERS **\$6,988.15**

**OTHER DIRECT COSTS**

\*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
1. Drilling Rig Rental		Day	\$4,180.00	
2. Traffic Control		Day	\$1,650.00	
3. Soil Cuttings Contaminants Testing		Test	\$315.00	
4. Soil Cuttings Drums Disposal		Drum	\$160.00	
5. Mileage		Miles	\$0.56	

TOTAL ODC'S

**TOTAL** **\$10,133.15**

**SUBCONSULTANT MANHOUR WORKSHEET SUMMARY**

COMPANY: <b>Earth Mechanics, Inc.</b>	SCOPE OF WORK: <b>Project Summary</b>	PHASE: <b>All Phases</b>
PROJECT: <b>Nuevo Road Bridge over San Jacinto River (Br. No. 56C0004; Federal No. BRLS 5956 (252))</b>		<b>August 18, 2021</b>

TASK	PRINCIPAL	SENIOR ENGINEER	SENIOR PROJECT GEOLOGIST	SENIOR TECHNICIAN	SENIOR STAFF ENGINEER	HOURS
	\$224	\$180	\$158	\$140	\$126	

**PHASE TOTALS**

<b>140</b>	<b>212</b>	<b>130</b>	<b>104</b>	<b>120</b>	<b>706</b>
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PHASE I	20	48	20		
PHASE II	100	144	100	104	120
PHASE III					
PHASE IV					
PHASE V	20	20	10		







**SUBCONSULTANT FEE PROPOSAL WORKSHEET**

COMPANY: <b>Fehr &amp; Peers</b>	SCOPE OF WORK: <b>Project Summary</b>	PHASE: <b>All Phases</b>
PROJECT: <b>Nuevo Road Bridge over San Jacinto River (Br. No. 56C0004; Federal No. BRLS 5956 (252))</b>		DATE: <b>August 18, 2021</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Jason Pack	Project Manager	30	@ \$93.75	\$2,812.50
Anna Luo	Traffic Lead	4	@ \$66.83	\$267.32
Jinghua Xu	Forecasting Lead	14	@ \$65.38	\$915.32
Paul Hermann	Project Engineer	40	@ \$54.81	\$2,192.40
Mae Tamayo	Engineer/Planner	120	@ \$38.94	\$4,672.80
Saima Musharrat	GIS/Graphics	10	@ \$40.38	\$403.80
Sandra Hyatt	Admin	12.0	@ \$41.83	\$501.96
<b>TOTAL HOURS</b>		<b>230</b>	<b>TOTAL DIRECT LABOR</b>	<b>\$11,766.10</b>

**MULTIPLIERS**

ESCALATION @	(Rates Vary by Phase)	
OVERHEAD @	189.31% (of Direct Labor + Escalation)	\$22,274.40
PAYROLL ADDITIVES @	(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%	\$3,404.05
<b>TOTAL MULTIPLIERS</b>		<b>\$25,678.45</b>

**OTHER DIRECT COSTS**

\*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Roadway Counts	1	EA	@ \$75.00	\$75.00
Intersection Counts	1	EA	@ \$1,050.00	\$1,050.00
<b>TOTAL ODC'S</b>				<b>\$1,125.00</b>

**TOTAL \$38,569.55**

**SUBCONSULTANT FEE PROPOSAL WORKSHEET**

COMPANY: <b>Fehr &amp; Peers</b>	SCOPE OF WORK: <b>Preliminary Engineering</b>	PHASE: <b>Phase I</b>
PROJECT: <b>Nuevo Road Bridge over San Jacinto River (Br. No. 56C0004; Federal No. BRLS 5956 (252))</b>		DATE: <b>August 18, 2021</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Jason Pack	Project Manager	30	@ \$93.75	\$2,812.50
Anna Luo	Traffic Lead	4	@ \$66.83	\$267.32
Jinghua Xu	Forecasting Lead	14	@ \$65.38	\$915.32
Paul Hermann	Project Engineer	40	@ \$54.81	\$2,192.40
Mae Tamayo	Engineer/Planner	120	@ \$38.94	\$4,672.80
Saima Musharrat	GIS/Graphics	10	@ \$40.38	\$403.80
Sandra Hyatt	Admin	12	@ \$41.83	\$501.96
TOTAL HOURS		<b>230</b>	TOTAL DIRECT LABOR	<b>\$11,766.10</b>

**MULTIPLIERS**

ESCALATION @	(of Direct Labor)	
OVERHEAD @	189.31% (of Direct Labor + Escalation)	\$22,274.40
PAYROLL ADDITIVES @	(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%	\$3,404.05
TOTAL MULTIPLIERS		<b>\$25,678.45</b>

**OTHER DIRECT COSTS**

\*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Roadway Counts	1	EA	@ \$75.00	\$75.00
Intersection Counts	1	EA	@ \$1,050.00	\$1,050.00
TOTAL ODC'S				<b>\$1,125.00</b>

**TOTAL \$38,669.55**





**SUBCONSULTANT MANHOUR WORKSHEET SUMMARY**

COMPANY: <b>Fehr &amp; Peers</b>	SCOPE OF WORK: <b>Project Summary</b>	PHASE: <b>All Phases</b>
PROJECT: <b>Nuevo Road Bridge over San Jacinto River (Br. No. 56C0004; Federal No. BRLS 5956 (252))</b>		DATE: <b>August 18, 2021</b>

TASK	PROJECT MANAGER	TRAFFIC LEAD	FORECASTING LEAD	PROJECT ENGINEER	ENGINEER/PLANNER	GIS/GRAPHICS	ADMIN	HOURS
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\$298    \$213    \$208    \$174    \$124    \$129    \$133

**PHASE TOTALS**

<b>30</b>	<b>4</b>	<b>14</b>	<b>40</b>	<b>120</b>	<b>10</b>	<b>12</b>	<b>230</b>
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PHASE I	30	4	14	40	120	10	12	230
PHASE II								
PHASE III								
PHASE IV								
PHASE V								

**SUBCONSULTANT FEE PROPOSAL WORKSHEET**

COMPANY: <b>GPA Consulting</b>	SCOPE OF WORK: <b>Project Summary</b>	PHASE: <b>All Phases</b>
PROJECT: <b>Nuevo Road Bridge over San Jacinto River (Br. No. 56C0004; Federal No. 5956 (252))</b>		DATE: <b>January 14, 2022</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS	RATE	AMOUNT	
Richard Galvin	Principal Environmental Planner	58 @	\$99.00	\$5,742.00	
Ryan Todaro	Sr. Associate/Environmental Planner	400 @	\$86.54	\$34,616.00	
George Gorman	Sr. Environmental Planner	630 @	\$54.47	\$34,316.10	
Laura Comstock	Sr. Environmental Planner		\$52.88		
Adelyn Alanis	Associate Environmental Planner	222 @	\$37.50	\$8,325.00	
Allie Acuna	Associate Environmental Planner		\$36.54		
Isabella Burch	Environmental Planner	20 @	\$28.85	\$577.00	
Noeli Topete	Environmental Planner	714 @	\$28.85	\$20,598.90	
Justin Nguyen	Environmental Planner	452 @	\$24.04	\$10,866.08	
Martin Rose	Sr. GIS Analyst	312 @	\$49.52	\$15,450.24	
Marieka Schrader	Sr. Associate Biologist	152 @	\$66.85	\$10,161.20	
Sheri Mayta	Sr. Biologist	458 @	\$56.25	\$25,762.50	
Stan Glowacki	Sr. Biologist		\$49.04		
Jennifer Johnson	Sr. Biologist	494 @	\$48.56	\$23,988.64	
Terry Adelsbach	Sr. Biologist		\$48.08		
Lizbeth P. Orozco	Biologist	520 @	\$30.00	\$15,600.00	
Andrea Galvin	Principal Architect Historian	18 @	\$100.96	\$1,817.28	
Jenna Kachour	Sr. Architect Historian	76 @	\$46.05	\$3,499.80	
Amanda Duane	Sr. Architect Historian		\$45.67		
Audrey Von Ahrens	Associate Architect Historian	168 @	\$31.23	\$5,246.64	
		<b>TOTAL HOURS</b>	<b>4,694</b>	<b>TOTAL AMOUNT:</b>	<b>\$216,567.38</b>

**MULTIPLIERS**

ESCALATION @	5.00% (Rates Vary by Phase)	\$5,414.18
OVERHEAD @	151.64% (of Direct Labor + Escalation)	\$336,612.84
PAYROLL ADDITIVES @	(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%	\$55,859.44
<b>TOTAL MULTIPLIERS:</b>		<b>\$397,886.47</b>

**OTHER DIRECT COSTS**

\*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY		UNIT COST	AMOUNT
Biological Resources	1	Cost	@ \$1,300.00	\$1,300.00
Environmental Document	1	Cost	@ \$15,730.25	\$15,730.25
Subconsultant: Paleo (HPSR/ASR)	1	Cost	@ \$23,583.60	\$23,583.60
Subconsultant: Ambient (Air Quality Assesment)	1	Cost	@ \$29,305.48	\$29,305.48
Subconsultant: Ambient (Noise Analysis)	1	Cost	@ \$31,145.03	\$31,145.03

**TOTAL ODC'S: \$101,064.36**

**GRAND TOTAL \$715,518.21**

**SUBCONSULTANT FEE PROPOSAL WORKSHEET**

COMPANY: <b>GPA Consulting</b>	SCOPE OF WORK: <b>Project Management</b>	PHASE: <b>Phase I</b>
PROJECT: <b>Nuevo Road Bridge over San Jacinto River (Br. No. 56C0004; Federal No. 5956 (252))</b>		DATE: <b>January 14, 2022</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
Richard Galvin	Principal Environmental Planner	46	@	\$99.00	\$4,554.00
Ryan Todaro	Sr. Associate/Environmental Planner	176	@	\$86.54	\$15,231.04
George Gorman	Sr. Environmental Planner	106	@	\$54.47	\$5,773.82
Laura Comstock	Sr. Environmental Planner			\$52.88	
Adelyn Alanis	Associate Environmental Planner			\$37.50	
Allie Acuna	Associate Environmental Planner			\$36.54	
Isabella Burch	Environmental Planner			\$28.85	
Noeli Topete	Environmental Planner			\$28.85	
Justin Nguyen	Environmental Planner			\$24.04	
Martin Rose	Sr. GIS Analyst			\$49.52	
Marieka Schrader	Sr. Associate Biologist	28	@	\$66.85	\$1,871.80
Sheri Mayta	Sr. Biologist			\$56.25	
Stan Glowacki	Sr. Biologist			\$49.04	
Jennifer Johnson	Sr. Biologist			\$48.56	
Terry Adelsbach	Sr. Biologist			\$48.08	
Lizbeth P. Orozco	Biologist			\$30.00	
Andrea Galvin	Principal Architect Historian			\$100.96	
Jenna Kachour	Sr. Architect Historian			\$46.05	
Amanda Duane	Sr. Architect Historian			\$45.67	
Audrey Von Ahrens	Associate Architect Historian			\$31.23	
TOTAL HOURS:		<b>356</b>		TOTAL AMOUNT:	<b>\$27,430.66</b>

**MULTIPLIERS**

ESCALATION @	2.50% (of Direct Labor)	\$685.77
OVERHEAD @	151.64% (of Direct Labor + Escalation)	\$42,635.75
PAYROLL ADDITIVES @	(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%	\$7,075.22
TOTAL MULTIPLIERS:		<b>\$50,396.73</b>

**OTHER DIRECT COSTS**

... Billed at Actual Cost ...

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Biological Resources		Cost	\$1,300.00	
Environmental Document		Cost	\$15,730.25	
Subconsultant: Paleo (HPSR/ASR)		Cost	\$23,583.60	
Subconsultant: Ambient (Air Quality Assesment)		Cost	\$29,305.48	
Subconsultant: Ambient (Noise Analysis)		Cost	\$31,145.03	

TOTAL ODC'S:

**TOTAL \$77,827.39**

**SUBCONSULTANT FEE PROPOSAL WORKSHEET**

COMPANY: <b>GPA Consulting</b>	SCOPE OF WORK: <b>Environmental Studies and Documentation</b>	PHASE: <b>Phase II</b>
PROJECT: <b>Nuevo Road Bridge over San Jacinto River (Br. No. 56C0004; Federal No. 5956 (252))</b>		DATE: <b>January 14, 2022</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS		RATE	AMOUNT	
Richard Galvin	Principal Environmental Planner			\$99.00		
Ryan Todaro	Sr. Associate/Environmental Planner	204	@	\$86.54	\$17,654.16	
George Gorman	Sr. Environmental Planner	470	@	\$54.47	\$25,600.90	
Laura Comstock	Sr. Environmental Planner			\$52.88		
Adelyn Alanis	Associate Environmental Planner	202	@	\$37.50	\$7,575.00	
Allie Acuna	Associate Environmental Planner			\$36.54		
Isabella Burch	Environmental Planner	20	@	\$28.85	\$577.00	
Noeli Topete	Environmental Planner	714	@	\$28.85	\$20,598.90	
Justin Nguyen	Environmental Planner	452	@	\$24.04	\$10,868.08	
Martin Rose	Sr. GIS Analyst	232	@	\$49.52	\$11,488.64	
Marieka Schrader	Sr. Associate Biologist	124	@	\$66.85	\$8,289.40	
Sheri Mayta	Sr. Biologist	338	@	\$56.25	\$19,012.50	
Stan Glowacki	Sr. Biologist			\$49.04		
Jennifer Johnson	Sr. Biologist	222	@	\$48.56	\$10,780.32	
Terry Adelsbach	Sr. Biologist			\$48.08		
Lizbeth P. Orozco	Biologist	520	@	\$30.00	\$15,600.00	
Andrea Galvin	Principal Architect Historian	18	@	\$100.96	\$1,817.28	
Jenna Kachour	Sr. Architect Historian	76	@	\$46.05	\$3,499.80	
Amanda Duane	Sr. Architect Historian			\$45.67		
Audrey Von Ahrens	Associate Architect Historian	168	@	\$31.23	\$5,246.64	
		<b>TOTAL HOURS:</b>		<b>3,760</b>	<b>TOTAL AMOUNT:</b>	<b>\$158,606.62</b>

**MULTIPLIERS**

ESCALATION @	2.50% (of Direct Labor)	\$3,965.17
OVERHEAD @	151.64% (of Direct Labor + Escalation)	\$246,523.86
PAYROLL ADDITIVES @	(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%	\$40,909.56
<b>TOTAL MULTIPLIERS:</b>		<b>\$291,398.59</b>

**OTHER DIRECT COSTS**

\*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY	UNIT		UNIT COST	AMOUNT
Biological Resources	1	Cost	@	\$1,300.00	\$1,300.00
Environmental Document	1	Cost	@	\$15,730.25	\$15,730.25
Subconsultant: Paleo (HPSR/ASR)	1	Cost	@	\$23,583.60	\$23,583.60
Subconsultant: Ambient (Air Quality Assessment)	1	Cost	@	\$29,305.48	\$29,305.48
Subconsultant: Ambient (Noise Analysis)	1	Cost	@	\$31,145.03	\$31,145.03
				<b>TOTAL ODC'S:</b>	<b>\$101,064.36</b>
				<b>TOTAL</b>	<b>\$551,069.57</b>

**SUBCONSULTANT FEE PROPOSAL WORKSHEET**

COMPANY: <b>GPA Consulting</b>	SCOPE OF WORK: <b>Permitting</b>	PHASE: <b>Phase III</b>
PROJECT: <b>Nuevo Road Bridge over San Jacinto River (Br. No. 56C0004; Federal No. 5956 (252))</b>		DATE: <b>January 14, 2022</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
Richard Galvin	Principal Environmental Planner	12	@	\$99.00	\$1,188.00
Ryan Todaro	Sr. Associate/Environmental Planner	20	@	\$86.54	\$1,730.80
George Gorman	Sr. Environmental Planner	54	@	\$54.47	\$2,941.38
Laura Comstock	Sr. Environmental Planner			\$52.88	
Adelyn Alanis	Associate Environmental Planner	20	@	\$37.50	\$750.00
Allie Acuna	Associate Environmental Planner			\$36.54	
Isabella Burch	Environmental Planner			\$28.85	
Noeli Topete	Environmental Planner			\$28.85	
Justin Nguyen	Environmental Planner			\$24.04	
Martin Rose	Sr. GIS Analyst	80	@	\$49.52	\$3,961.60
Marieka Schrader	Sr. Associate Biologist			\$66.85	
Sheri Mayta	Sr. Biologist	120	@	\$56.25	\$6,750.00
Stan Glowacki	Sr. Biologist			\$49.04	
Jennifer Johnson	Sr. Biologist	272	@	\$48.56	\$13,208.32
Terry Adelsbach	Sr. Biologist			\$48.08	
Lizbeth P. Orozco	Biologist			\$30.00	
Andrea Galvin	Principal Architect Historian			\$100.96	
Jenna Kachour	Sr. Architect Historian			\$46.05	
Amanda Duane	Sr. Architect Historian			\$45.67	
Audrey Von Ahrens	Associate Architect Historian			\$31.23	
TOTAL HOURS		<b>578</b>		TOTAL AMOUNT:	<b>\$30,530.10</b>

**MULTIPLIERS**

ESCALATION @	2.50% (of Direct Labor)	\$763.25
OVERHEAD @	151.64% (of Direct Labor + Escalation)	\$47,453.24
PAYROLL ADDITIVES @	(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%	\$7,874.66
TOTAL MULTIPLIERS:		<b>\$56,091.15</b>

**OTHER DIRECT COSTS**

\*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Biological Resources		Cost	\$1,300.00	
Environmental Document		Cost	\$15,730.25	
Subconsultant: Paleo (HPSR/ASR)		Cost	\$23,583.60	
Subconsultant: Ambient (Air Quality Assessment)		Cost	\$29,305.48	
Subconsultant: Ambient (Noise Analysis)		Cost	\$31,145.03	

TOTAL ODC'S

**TOTAL \$86,621.25**











**SUBCONSULTANT FEE PROPOSAL WORKSHEET**

COMPANY: <b>AMBIENT Air Quality &amp; Noise Consulting</b>	SCOPE OF WORK: <b>Project Summary</b>	PHASE: <b>All Phases</b>
PROJECT: <b>Nuevo Road Bridge over San Jacinto River (Br. No. 56C0004; Federal No. 5956 (252))</b>		DATE: <b>January 14, 2022</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS	RATE	AMOUNT	
Kurt Legletter	Principal	95 @	\$68.50	\$6,507.50	
Jon Pambakian	Specialist	375 @	\$31.25	\$11,718.75	
Trevor Burmester	Anaylst	360 @	\$22.64	\$8,150.40	
		<b>TOTAL HOURS</b>	<b>830</b>	<b>TOTAL AMOUNT</b>	<b>\$26,376.65</b>

**MULTIPLIERS**

ESCALATION @	<b>(Rates Vary by Phase)</b>		
OVERHEAD @	106.14%	(of Direct Labor + Escalation)	\$27,996.18
PAYROLL ADDITIVES @	<b>(of Direct Labor + Escalation)</b>		
PROFIT (FIXED FEE)	10.0%		\$5,437.28
<b>TOTAL MULTIPLIERS</b>			<b>\$33,433.46</b>

**OTHER DIRECT COSTS**

\*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY		UNIT COST	AMOUNT
Mileage	380	Miles	@ \$0.58	\$220.40
Lodging	2	Nights	@ \$144.00	\$288.00
Meals	2	Days	@ \$66.00	\$132.00
<b>TOTAL ODC'S</b>				<b>\$640.40</b>

**GRAND TOTAL** **\$60,450.51**

**SUBCONSULTANT FEE PROPOSAL WORKSHEET**

COMPANY: <b>AMBIENT Air Quality &amp; Noise Consulting</b>	SCOPE OF WORK: <b>Environmental Studies and Documentation</b>	PHASE: <b>Phase II</b>
PROJECT: <b>Nuevo Road Bridge over San Jacinto River (Br. No. 56C0004; Federal No. 5956 (252))</b>		DATE: <b>January 14, 2022</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
Kurt Legletter	Principal	95	@	\$68.50	\$6,507.50
Jon Pambakian	Specialist	375	@	\$31.25	\$11,718.75
Trevor Burmester	Anaylst	360	@	\$22.64	\$8,150.40
		<b>TOTAL HOURS:</b>	<b>830</b>	<b>TOTAL AMOUNT:</b>	<b>\$26,376.65</b>

**MULTIPLIERS**

ESCALATION @		(of Direct Labor)	
OVERHEAD @	106.14%	(of Direct Labor + Escalation)	\$27,996.18
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$5,437.28
			<b>TOTAL MULTIPLIERS: \$33,433.46</b>

**OTHER DIRECT COSTS**

\*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY	UNIT		UNIT COST	AMOUNT
Mileage	380	Miles	@	\$0.58	\$220.40
Lodging	2	Nights	@	\$144.00	\$288.00
Meals	2	Days	@	\$66.00	\$132.00

**TOTAL ODC'S: \$640.40**

**TOTAL \$60,450.51**



MANHOURLY WORKSHEET		SCOPE OF WORK:		PHASE	PHASE	HOURS	COST
COMPANY	PROJECT	SCOPE OF WORK	DATE	DATE			
AMBIENT Air Quality & Noise Consulting	AMBIENT Air Quality & Noise Consulting	Environmental Studies and Documentation			Phase II		
	Nuevo Road Bridge over San Jacinto River (Br. No. 56C0004; Federal No. 5958 (252))				January 14, 2022		
TASK							
		PRINCIPAL					
		SPECIALIST					
		ANALYST					

TASK	PRINCIPAL	SPECIALIST	ANALYST	TOTAL	HOURS	COST
<b>Total Manhours</b>	<b>95</b>	<b>375</b>	<b>360</b>	<b>830</b>	<b>\$</b>	<b>59,810</b>
3.1 Project Initiation						
3.2 Prelim Environmental Study (PES)						
3.3 Technical Studies						
Natural Environmental Study						
Aquatic Resources Delineation						
Focused Plant/Wildlife Surveys						
Bat Daytime Habitat Assessment						
Bat Night Emergency Survey						
MSHCP Consistency Analysis						
DBESP Report						
RCA Joint Project Review (JPR)						
Revegetation Plan						
HPSR and ASR						
Historic Resources Evaluation Report (HRER)						
Air Quality Impact Assessment	45	180	180		405	\$ 28,985
Noise Study Report	50	195	180		425	\$ 30,825
Noise Abatement Decision Report (NADR)						
Hazardous Waste (ISA)						
Phase II Testing						
Water Quality Technical Memo						
Visual Impact Assessment Technical Memo						
Location Hydraulic Study						
3.4.1 Draft Environmental Document						
3.4.2 Notice of Availability						
3.4.3 Public Review						
3.4.4 Response to Comments						
3.4.5 Final Environmental Document						
3.4.6 NEPA CE						

**SUBCONSULTANT FEE PROPOSAL WORKSHEET**

COMPANY: <b>Stantec Consulting Services, Inc. (Paleo)</b>	SCOPE OF WORK: <b>Project Summary</b>	PHASE: <b>All Phases</b>
PROJECT: <b>Nuevo Road Bridge over San Jacinto River (Br. No. 56C0004; Federal No. 5956 (252))</b>		DATE: <b>January 7, 2022</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS	RATE	AMOUNT	
Geraldine Aron	Program Manager	2 @	\$88.95	\$177.90	
Shannon Koftus	Principal Archaeologist	14.5 @	\$64.90	\$941.05	
Alyssa Bell	Principal Paleontologist	15.5 @	\$55.29	\$857.00	
Kristina Lindgren	Senior Archaeologist	10 @	\$46.22	\$462.20	
Michael Macko	Senior Archaeologist	25 @	\$45.00	\$1,125.00	
Daniel Mullin	Senior Archaeologist	25 @	\$45.00	\$1,125.00	
Elisa Barrios	GIS Specialist	20 @	\$45.00	\$900.00	
Joey Raum	Senior Paleontologist	35 @	\$36.10	\$1,263.50	
Daniel Nolan	Paleontologist	6 @	\$28.95	\$173.70	
Dean Reed	Archaeologist	10 @	\$34.67	\$346.70	
Cecilio Garcia	Project Coordinator	8 @	\$30.39	\$243.12	
		<b>TOTAL HOURS:</b>	<b>171</b>	<b>TOTAL AMOUNT:</b>	<b>\$7,615.17</b>

**MULTIPLIERS**

ESCALATION @	2.50% (Rates Vary by Phase)	\$190.38
OVERHEAD @	152.26% (of Direct Labor + Escalation)	\$11,884.57
PAYROLL ADDITIVES @	(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10%	\$1,969.01
<b>TOTAL MULTIPLIERS:</b>		<b>\$14,043.96</b>

**OTHER DIRECT COSTS**

\*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY	UNIT COST	AMOUNT
EIC Record Search Fees	1	LS @ \$1,000.00	\$1,000.00
Mileage	347	LS @ \$0.56	\$194.32
WSC/NHLMMA Record Search Fees	1	LS @ \$730.00	\$730.00
<b>TOTAL ODC'S:</b>			<b>\$1,924.32</b>

**GRAND TOTAL** **\$23,583.44**

**SUBCONSULTANT FEE PROPOSAL WORKSHEET**

COMPANY: <b>Stantec Consulting Services, Inc. (Paleo)</b>	SCOPE OF WORK: <b>Environmental Studies and Documentation</b>	PHASE: <b>Phase II</b>
PROJECT: <b>Nuevo Road Bridge over San Jacinto River (Br. No. 56C0004; Federal No. 5956 (252))</b>		DATE: <b>January 7, 2022</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
Geraldine Aron	Program Manager	2	@	\$88.95	\$177.90
Shannon Koftus	Principal Archaeologist	15	@	\$64.90	\$941.05
Alyssa Bell	Principal Paleontologist	16	@	\$55.29	\$857.00
Kristina Lindgren	Senior Archaeologist	10	@	\$46.22	\$462.20
Michael Macko	Senior Archaeologist	25	@	\$45.00	\$1,125.00
Daniel Mullin	Senior Archaeologist	25	@	\$45.00	\$1,125.00
Elisa Barrios	GIS Specialist	20	@	\$45.00	\$900.00
Joey Raum	Senior Paleontologist	35	@	\$36.10	\$1,263.50
Daniel Nolan	Paleontologist	6	@	\$28.95	\$173.70
Dean Reed	Archaeologist	10	@	\$34.67	\$346.70
Cecilio Garcia	Project Coordinator	8	@	\$30.39	\$243.12
		<b>TOTAL HOURS:</b>	<b>171</b>	<b>TOTAL AMOUNT:</b>	<b>\$7,615.17</b>

**MULTIPLIERS**

ESCALATION @	2.50% (of Direct Labor)	\$190.38
OVERHEAD @	152.26% (of Direct Labor + Escalation)	\$11,884.57
PAYROLL ADDITIVES @	(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%	\$1,969.01
<b>TOTAL MULTIPLIERS:</b>		<b>\$14,043.96</b>

**OTHER DIRECT COSTS**

\*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY	UNIT		UNIT COST	AMOUNT
EIC Record Search Fees	1	LS	@	\$1,000.00	\$1,000.00
Mileage	347	Miles	@	\$0.56	\$194.32
WSC/NHLMMA Record Search Fees	1	LS	@	\$730.00	\$730.00
<b>TOTAL ODC'S:</b>					<b>\$1,924.32</b>

**TOTAL \$23,583.44**







**SUBCONSULTANT FEE PROPOSAL WORKSHEET**

COMPANY: <b>Monument ROW, Inc.</b>	SCOPE OF WORK: <b>Project Summary</b>	PHASE: <b>All Phases</b>
PROJECT: <b>Nuevo Road Bridge over San Jacinto River (Br. No. 56C0004; Federal No. BRLS 5956 (252))</b>		DATE: <b>August 18, 2021</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Joey Mendoza	Principal		\$108.17	
Daniela Borbe	ROW Project Manager	34	@ \$81.31	\$2,764.54
July Yokogawa	Sr. Agent	95	@ \$44.95	\$4,270.25
Kristine Sander	Project Support	56	@ \$22.18	\$1,242.08
<b>TOTAL HOURS</b>		<b>185</b>	<b>TOTAL DIRECT LABOR</b>	<b>\$8,276.87</b>

**MULTIPLIERS**

ESCALATION @	3.00%	(Rates Vary by Phase)	
OVERHEAD @	120.00%	(of Direct Labor + Escalation)	\$9,932.24
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$1,820.91
<b>TOTAL MULTIPLIERS</b>			<b>\$11,753.16</b>

**OTHER DIRECT COSTS**

\*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Preliminary Title Reports	4	EA	@ \$750.00	\$3,000.00
Appraisal Reports	4	EA	@ \$3,500.00	\$14,000.00
Appraisal Reviews	4	EA	@ \$1,750.00	\$7,000.00
<b>TOTAL ODC'S</b>				<b>\$24,000.00</b>

**TOTAL** **\$44,030.03**

**SUBCONSULTANT FEE PROPOSAL WORKSHEET**

COMPANY: <b>Monument ROW, Inc.</b>	SCOPE OF WORK: <b>Plans, Specifications &amp; Estimates (PS&amp;E)</b>	PHASE: <b>Phase II</b>
PROJECT: <b>Nuevo Road Bridge over San Jacinto River (Br. No. 56C0004; Federal No. BRLS 5956 (252))</b>		DATE: <b>August 18, 2021</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Joey Mendoza	Principal		\$108.17	
Daniela Borbe	ROW Project Manager	34	@ \$81.31	\$2,764.54
July Yokogawa	Sr. Agent	95	@ \$44.95	\$4,270.25
Kristine Sander	Project Support	56	@ \$22.18	\$1,242.08
<b>TOTAL HOURS</b>		<b>185</b>	<b>TOTAL DIRECT LABOR</b>	<b>\$8,276.87</b>

**MULTIPLIERS**

ESCALATION @	(of Direct Labor)	
OVERHEAD @	120.00% (of Direct Labor + Escalation)	\$9,932.24
PAYROLL ADDITIVES @	(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%	\$1,820.91
<b>TOTAL MULTIPLIERS</b>		<b>\$11,753.16</b>

**OTHER DIRECT COSTS**

\*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Preliminary Title Reports	4	EA	@ \$750.00	\$3,000.00
Appraisal Reports	4	EA	@ \$3,500.00	\$14,000.00
Appraisal Reviews	4	EA	@ \$1,750.00	\$7,000.00

**TOTAL ODC'S \$24,000.00**

**TOTAL \$44,030.03**

**SUBCONSULTANT MANHOUR WORKSHEET SUMMARY**

COMPANY: <b>Monument ROW, Inc.</b>	SCOPE OF WORK: <b>Project Summary</b>	PHASE: <b>All Phases</b>
PROJECT: <b>Nuevo Road Bridge over San Jacinto River (Br. No. 56C0004; Federal No. BRLS 59 August 18, 2021</b>		

TASK	PRINCIPAL	ROW PROJECT MANAGER	SR. AGENT	PROJECT SUPPORT	HOURS
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\$262      \$197      \$109      \$54

**PHASE TOTALS**

<b>34</b>	<b>95</b>	<b>56</b>	<b>185</b>
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PHASE I
PHASE II
PHASE III
PHASE IV
PHASE V

34      95      56      185

**SUBCONSULTANT MANHOOR WORKSHEET**

COMPANY: <b>Monument ROW, Inc.</b>	PHASE: <b>Phase II</b>
PROJECT <b>Nuevo Road Bridge over San Jacinto River (Br. No. 56C0004; Federal No. BRLS 5956 (252))</b>	DATE: <b>August 18, 2021</b>

TASK					HOURS	COST
	PRINCIPAL	ROW PROJECT MANAGER	SR. AGENT	PROJECT SUPPORT		

\$262    \$197    \$109    \$54

**Total Manhours**

<b>34</b>	<b>95</b>	<b>56</b>	<b>185</b>	<b>\$ 20,030</b>
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4.1 Geotechnical Engineering								
4.2 Utility Coordination/Relocation Design								
4.3 (65%) Plans, Specs, & Estimates								
4.3.1 (65%) Roadway PS&E's								
4.3.2 (65%) Unchecked Structure Plans								
4.3.3 (65%) Advisory/Mandatory Fact Sheets								
4.4 (90%) Plans, Specs, & Estimates								
4.4.1 (90%) Roadway PS&E's								
4.4.2 (90%) Bridge Design Independent Check								
4.4.3 (90%) Structures PS&E's								
4.5 Final (100%) Plans/Contract Bid Documents								
4.6 Storm Water Pollution Prevention Plan (SWPPP)								
4.7 Right-of-Way Legal Descriptions/Plats (By County)								
4.8 Right-of-Way Appraisals/Acquisitions	<b>34</b>	<b>95</b>	<b>56</b>		<b>185</b>	<b>\$</b>	<b>20,030</b>	

**SUBCONSULTANT FEE PROPOSAL WORKSHEET**

COMPANY: <b>Q3 Consulting</b>	SCOPE OF WORK: <b>Project Summary</b>	PHASE: <b>All Phases</b>
PROJECT: <b>Nuevo Road Bridge over San Jacinto River (Br. No. 56C0004; Federal No. BRLS 5956 (252))</b>		DATE: <b>August 18, 2021</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
John McCarthy	Project Director	52	@ \$88.94	\$4,624.88
	Senior Technical Manager	154	@ \$84.13	\$12,956.02
	Senior Engineer	112	@ \$48.08	\$5,384.96
	Project Engineer	344	@ \$40.87	\$14,059.28
	Design Engineer	72	@ \$30.00	\$2,160.00
<b>TOTAL HOURS</b>		<b>734</b>	<b>TOTAL DIRECT LABOR</b>	<b>\$39,185.14</b>

**MULTIPLIERS**

ESCALATION @	5.00%	(Rates Vary by Phase)	\$979.63
OVERHEAD @	166.07%	(of Direct Labor + Escalation)	\$66,701.63
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$10,686.64
<b>TOTAL MULTIPLIERS</b>			<b>\$78,367.90</b>

**OTHER DIRECT COSTS**

\*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Mileage - Current IRS Rate	300	Miles	@ \$0.56	\$168.00
Reproductions (Hydraulic Reports) 3 Rpts/ 3 Submittals	2700	Sheets	@ \$0.25	\$675.00
<b>TOTAL ODC'S</b>				<b>\$843.00</b>

**TOTAL** **\$118,396.04**

**SUBCONSULTANT FEE PROPOSAL WORKSHEET**

COMPANY: <b>Q3 Consulting</b>	SCOPE OF WORK: <b>Preliminary Engineering</b>	PHASE: <b>Phase I</b>
PROJECT: <b>Nuevo Road Bridge over San Jacinto River (Br. No. 56C0004; Federal No. BRLS 5956 (252))</b>		DATE: <b>August 18, 2021</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
John McCarthy	Project Director	40	@	\$88.94	\$3,557.60
	Senior Technical Manager	130	@	\$84.13	\$10,936.90
	Senior Engineer	84	@	\$48.08	\$4,038.72
	Project Engineer	280	@	\$40.87	\$11,443.60
	Design Engineer	40	@	\$30.00	\$1,200.00
<b>TOTAL HOURS</b>		<b>574</b>		<b>TOTAL DIRECT LABOR</b>	<b>\$31,176.82</b>

**MULTIPLIERS**

ESCALATION @	2.50%	(of Direct Labor)	\$779.42
OVERHEAD @	166.07%	(of Direct Labor + Escalation)	\$53,069.73
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$8,502.60
<b>TOTAL MULTIPLIERS</b>			<b>\$62,351.75</b>

**OTHER DIRECT COSTS**

\*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY	UNIT		UNIT COST	AMOUNT
Mileage - Current IRS Rate	200	Miles	@	\$0.56	\$112.00
Reproductions (Hydraulic Reports) 3 Rpts/ 3 Submittals	1800	Sheets	@	\$0.25	\$450.00
<b>TOTAL ODC'S</b>					<b>\$562.00</b>

**TOTAL** **\$94,090.57**



**SUBCONSULTANT FEE PROPOSAL WORKSHEET**

COMPANY: <b>Q3 Consulting</b>	SCOPE OF WORK: <b>Environmental Studies and Documentation</b>	PHASE: <b>Phase I</b>
PROJECT: <b>Nuevo Road Bridge over San Jacinto River (Br. No. 56C0004; Federal No. BRLS 5956 (252))</b>		DATE: <b>August 18, 2021</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
John McCarthy	Project Director	12	@ \$88.94	\$1,067.28
	Senior Technical Manager	24	@ \$84.13	\$2,019.12
	Senior Engineer	28	@ \$48.08	\$1,346.24
	Project Engineer	64	@ \$40.87	\$2,615.68
	Design Engineer	32	@ \$30.00	\$960.00
<b>TOTAL HOURS</b>		<b>160</b>	<b>TOTAL DIRECT LABOR</b>	<b>\$8,008.32</b>

**MULTIPLIERS**

ESCALATION @	2.50%	(of Direct Labor)	\$200.21
OVERHEAD @	166.07%	(of Direct Labor + Escalation)	\$13,631.90
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$2,184.04
<b>TOTAL MULTIPLIERS</b>			<b>\$16,016.15</b>

**OTHER DIRECT COSTS**

\*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Mileage - Current IRS Rate	100	Miles	@ \$0.56	\$56.00
Reproductions (Hydraulic Reports) 3 Rpts/ 3 Submittals	900	Sheets	@ \$0.25	\$225.00
<b>TOTAL ODC'S</b>				<b>\$281.00</b>

**TOTAL** **\$24,305.47**

**SUBCONSULTANT MANHOUR WORKSHEET SUMMARY**

COMPANY: <b>Q3 Consulting</b>	SCOPE OF WORK: <b>Project Summary</b>	PHASE: <b>All Phases</b>
PROJECT: <b>Nuevo Road Bridge over San Jacinto River (Br. No. 56C0004; Federal No. BRLS 595</b>		DATE: <b>August 18, 2021</b>

TASK	PROJECT DIRECTOR	SENIOR TECHNICAL MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	HOURS
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\$260      \$246      \$141      \$120      \$88

**PHASE TOTALS**

<b>52</b>	<b>154</b>	<b>112</b>	<b>344</b>	<b>72</b>	<b>734</b>
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PHASE I	52	154	112	344	72	734
PHASE II						
PHASE III						
PHASE IV						
PHASE V						





**SUBCONSULTANT FEE PROPOSAL WORKSHEET**

COMPANY: <b>Earth Mechanics, Inc.</b>	SCOPE OF WORK: <b>Project Summary</b>	PHASE: <b>All Phases</b>
PROJECT: <b>Nuevo Road Bridge over San Jacinto River (Br. No. 56C0004; Federal No. BRLS 5956 (252))</b>		DATE: <b>August 18, 2021</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Alahesh Thurairajah	Principal	140	@ \$73.00	\$10,220.00
Chien-Tai Yang	Senior Engineer	212	@ \$58.50	\$12,402.00
Michael Hoshiyama	Senior Project Geologist	130	@ \$51.50	\$6,695.00
Kiat Kiakul	Senior Technician	104	@ \$45.50	\$4,732.00
Pratha Ragavan	Senior Staff Engineer	120	@ \$41.00	\$4,923.40
<b>TOTAL HOURS</b>		<b>706</b>	<b>TOTAL DIRECT LABOR</b>	<b>\$38,972.40</b>

**MULTIPLIERS**

ESCALATION @	5.00%	(Rates Vary by Phase)	\$1,948.62
OVERHEAD @	178.96%	(of Direct Labor + Escalation)	\$73,232.26
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$11,415.33
<b>TOTAL MULTIPLIERS</b>			<b>\$86,596.21</b>

**OTHER DIRECT COSTS**

\*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
1. Drilling Rig Rental	7	Day	@ \$4,180.00	\$29,260.00
2. Traffic Control	2	Day	@ \$1,650.00	\$3,300.00
3. Soil Cuttings Contaminants Testing	6	Test	@ \$315.00	\$1,890.00
4. Soil Cuttings Drums Disposal	28	Drum	@ \$160.00	\$4,480.00
5. Mileage	1632	Miles	@ \$0.56	\$913.92
<b>TOTAL ODC'S</b>				<b>\$39,843.92</b>

**TOTAL** **\$165,412.53**

**SUBCONSULTANT FEE PROPOSAL WORKSHEET**

COMPANY: <b>Earth Mechanics, Inc.</b>	SCOPE OF WORK: <b>Preliminary Engineering</b>	PHASE: <b>Phase I</b>
PROJECT: <b>Nuevo Road Bridge over San Jacinto River (Br. No. 56C0004; Federal No. BRLS 5956 (252))</b>		DATE: <b>August 18, 2021</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Alahesh Thurairajah	Principal	20	@ \$73.00	\$1,460.00
Chien-Tai Yang	Senior Engineer	48	@ \$58.50	\$2,808.00
Michael Hoshiyama	Senior Project Geologist	20	@ \$51.50	\$1,030.00
Kiat Kiakul	Senior Technician		\$45.50	
Pratha Ragavan	Senior Staff Engineer		\$41.00	
TOTAL HOURS		<b>88</b>	TOTAL DIRECT LABOR	<b>\$5,298.00</b>

**MULTIPLIERS**

ESCALATION @	5.00%	(of Direct Labor)	\$264.90
OVERHEAD @	178.96%	(of Direct Labor + Escalation)	\$9,955.37
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$1,551.83
TOTAL MULTIPLIERS			<b>\$11,772.09</b>

**OTHER DIRECT COSTS**

\*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
1. Drilling Rig Rental		Day	\$4,180.00	
2. Traffic Control		Day	\$1,650.00	
3. Soil Cuttings Contaminants Testing		Test	\$315.00	
4. Soil Cuttings Drums Disposal		Drum	\$160.00	
5. Mileage		Miles	\$0.56	

TOTAL ODC'S

**TOTAL** **\$17,070.09**

**SUBCONSULTANT FEE PROPOSAL WORKSHEET**

COMPANY: <b>Earth Mechanics, Inc.</b>	SCOPE OF WORK: <b>Plans, Specifications &amp; Estimates (PS&amp;E)</b>	PHASE: <b>Phase II</b>
PROJECT <b>Nuevo Road Bridge over San Jacinto River (Br. No. 56C0004; Federal No. BRLS 5956 (252))</b>		DATE: <b>August 18, 2021</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Alahesh Thurairajah	Principal	100	@ \$73.00	\$7,300.00
Chien-Tai Yang	Senior Engineer	144	@ \$58.50	\$8,424.00
Michael Hoshiyama	Senior Project Geologist	100	@ \$51.50	\$5,150.00
Kiat Kiakul	Senior Technician	104	@ \$45.50	\$4,732.00
Pratha Ragavan	Senior Staff Engineer	120	@ \$41.00	\$4,923.40
<b>TOTAL HOURS</b>		<b>568</b>	<b>TOTAL DIRECT LABOR</b>	<b>\$30,529.40</b>

**MULTIPLIERS**

ESCALATION @	5.00%	(of Direct Labor)	\$1,526.47
OVERHEAD @	178.96%	(of Direct Labor + Escalation)	\$57,367.19
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$8,942.31
<b>TOTAL MULTIPLIERS</b>			<b>\$67,835.97</b>

**OTHER DIRECT COSTS**

\*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
1. Drilling Rig Rental	7	Day	@ \$4,180.00	\$29,260.00
2. Traffic Control	2	Day	@ \$1,650.00	\$3,300.00
3. Soil Cuttings Contaminants Testing	6	Test	@ \$315.00	\$1,890.00
4. Soil Cuttings Drums Disposal	28	Drum	@ \$160.00	\$4,480.00
5. Mileage	1632	Miles	@ \$0.56	\$913.92
<b>TOTAL ODC'S</b>				<b>\$39,843.92</b>

**TOTAL** **\$138,209.29**

**SUBCONSULTANT FEE PROPOSAL WORKSHEET**

COMPANY: <b>Earth Mechanics, Inc.</b>	SCOPE OF WORK: <b>Construction Assistance</b>	PHASE: <b>Phase V</b>
PROJECT: <b>Nuevo Road Bridge over San Jacinto River (Br. No. 56C0004; Federal No. BRLS 5956 (252))</b>		DATE: <b>August 18, 2021</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Alahesh Thurairajah	Principal	20	@ \$73.00	\$1,460.00
Chien-Tai Yang	Senior Engineer	20	@ \$58.50	\$1,170.00
Michael Hoshiyama	Senior Project Geologist	10	@ \$51.50	\$515.00
Kiat Kiakul	Senior Technician		\$45.50	
Pratha Ragavan	Senior Staff Engineer		\$41.00	
<b>TOTAL HOURS</b>		<b>50</b>	<b>TOTAL DIRECT LABOR</b>	<b>\$3,145.00</b>

**MULTIPLIERS**

ESCALATION @	5.00%	(of Direct Labor)	\$157.25
OVERHEAD @	178.96%	(of Direct Labor + Escalation)	\$5,909.71
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$921.20
<b>TOTAL MULTIPLIERS</b>			<b>\$6,988.15</b>

**OTHER DIRECT COSTS**

\*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
1. Drilling Rig Rental		Day	\$4,180.00	
2. Traffic Control		Day	\$1,650.00	
3. Soil Cuttings Contaminants Testing		Test	\$315.00	
4. Soil Cuttings Drums Disposal		Drum	\$160.00	
5. Mileage		Miles	\$0.56	

TOTAL ODC'S

**TOTAL** **\$10,133.15**



**SUBCONSULTANT MANHOUR WORKSHEET SUMMARY**

COMPANY: <b>Earth Mechanics, Inc.</b>	SCOPE OF WORK: <b>Project Summary</b>	PHASE: <b>All Phases</b>
PROJECT: <b>Nuevo Road Bridge over San Jacinto River (Br. No. 56C0004; Federal No. BRLS 5956 (252))</b>		<b>August 18, 2021</b>

TASK	PRINCIPAL	SENIOR ENGINEER	SENIOR PROJECT GEOLOGIST	SENIOR TECHNICIAN	SENIOR STAFF ENGINEER	HOURS
	\$224	\$180	\$158	\$140	\$126	

**PHASE TOTALS**

<b>140</b>	<b>212</b>	<b>130</b>	<b>104</b>	<b>120</b>	<b>706</b>
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PHASE I	20	48	20		
PHASE II	100	144	100	104	120
PHASE III					
PHASE IV					
PHASE V	20	20	10		



**SUBCONSULTANT MANHOOR WORKSHEET**

COMPANY: <b>Earth Mechanics, Inc.</b>	SCOPE OF WORK: <b>Plans, Specifications &amp; Estimates (PS&amp;E)</b>	PHASE: <b>Phase II</b>
PROJECT: <b>Nuevo Road Bridge over San Jacinto River (Br. No. 56C0004; Federal No. BRLS 5956 (252))</b>		DATE: <b>August 18, 2021</b>

TASK	PRINCIPAL	SENIOR ENGINEER	SENIOR PROJECT GEOLOGIST	SENIOR TECHNICIAN	SENIOR STAFF ENGINEER	HOURS	COST
	\$224	\$180	\$158	\$140	\$126		

<b>Total Manhours</b>	<b>100</b>	<b>144</b>	<b>100</b>	<b>104</b>	<b>120</b>	<b>568</b>	<b>\$ 93,681</b>
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4.1 Geotechnical Engineering	100	144	100	104	120	568	\$ 93,681
4.2 Utility Coordination/Relocation Design							
4.3 (65%) Plans, Specs, & Estimates							
4.3.1 (65%) Roadway PS&E's							
4.3.2 (65%) Unchecked Structure Plans							
4.3.3 (65%) Advisory/Mandatory Fact Sheets							
4.4 (90%) Plans, Specs, & Estimates							
4.4.1 (90%) Roadway PS&E's							
4.4.2 (90%) Bridge Design Independent Check							
4.4.3 (90%) Structures PS&E's							
4.5 Final (100%) Plans/Contract Bid Documents							
4.6 Storm Water Pollution Prevention Plan (SWPPP)							
4.7 Right-of-Way Legal Descriptions/Plats (By County)							
4.8 Right-of-Way Appraisals/Acquisitions							



**EXHIBIT 10-A**  
**A&E CONSULTANT FINANCIAL DOCUMENT REVIEW REQUEST**  
**Caltrans Division of Local Assistance**  
**(Completed by Local Agencies, One per Contract)**  
**(For New Proposed A&E Consultant Local Agency Contracts of \$150,000 or Greater)**  
**(For Amendments, use only when there are additional subconsultants or changes in ICR)**

**EMAIL TO:**

California State Department of Transportation  
 Independent Office of Audits and Investigations  
conformance.review@dot.ca.gov

Date: 01/07/2022  
 Federal/State Project No.: BRLS 5955 (252)

Attention: Audit Manager, External Contracts-Local Agencies

Please check one:  New Contract  Amendment  Other \_\_\_\_\_

A&E Contract No.: \_\_\_\_\_

Total Contract or Amended amount of \$ 1766212.03

Prime Consultant Full Legal Name: County of Riverside Transportation Department

The Project Description is: Rehabilitation & Widening of the Nuevo Road Bridge over San Jacinto (BR. NO. 56C0004; FEDERAL No. BRLS 5955 (252))

Complete below for Prime and all Sub-consultants on this contract.

Consultant's Name	Participation Amount	Category 1, 2, 3, 4, 5	Caltrans ICR Acceptance ID # (if available)
Mark Thomas & Company, Inc.	\$653,639.89	2	D2021-0797
Arellano Associates, Inc.	\$30,645.78	2	D2021-0856
Earth Mechanics, Inc.	\$165,412.53	2	L2020-1132
Fehr & Peers	\$38,569.55	2	L2021-1435
GPA Consulting	\$715,518.21	2	D2021-0842
Monument ROW	\$44,030.03	2	L2021-1399
Q3 Consulting	\$118,396.04	4	

Note: Add pages if necessary.

**I verify we received financial documents from the prime and sub-consultants based on the requirements specified in the Exhibit 10-A Checklist.**

Name Umer Ahmed Signature \_\_\_\_\_

Title Engineering Project Manager

Name of Local Agency and Department: County of Riverside Transportation Department

Address: 3525 14th Street Annex, Riverside CA 92501

Phone No.: (951) 955-1637

**EXHIBIT 10-H1**  
**Cost Proposal**

Note: Mark-ups are Not Allowed



Prime Consultant



Subconsultant



2nd Tier Subconsultant

Consultant: **Mark Thomas & Company, Inc.**

Nuevo Rd Bridge Rehab/Widening  
(Br. No. 56C0004; Federal No. BRLS 5956)

Project No. (252)

Contract No.

Date 1/7/2022

**DIRECT LABOR**

Classification/Title	Name	Range	Hours	Actual Hourly Rate	Total
Principal		\$120 - \$150		\$ 142.54	\$ -
Sr. Engineering Manager		\$99 - \$131		\$ 119.80	\$ -
Sr. Engineering Manager	Darin Johnson*	\$99 - \$131		\$ 117.86	\$ -
Engineering Manager		\$89 - \$115		\$ 103.56	\$ -
Engineering Manager	Julie Passalacua*	\$89 - \$115	376	\$ 95.38	\$ 35,862.88
Practice Area Leader		\$89 - \$115		\$ 103.56	\$ -
Sr. Project Manager		\$69 - \$99	400	\$ 86.24	\$ 34,496.00
Sr. Technical Lead		\$69 - \$99	140	\$ 84.44	\$ 11,821.59
Project Manager		\$60 - \$81		\$ 70.37	\$ -
Technical Lead		\$60 - \$81	504	\$ 70.37	\$ 35,466.48
Sr. Project Engineer		\$51 - \$71	460	\$ 60.62	\$ 27,885.20
Sr. Technical Engineer		\$51 - \$71		\$ 60.62	\$ -
Project Engineer		\$46 - \$65		\$ 53.05	\$ -
Design Engineer II		\$39 - \$58	300	\$ 46.19	\$ 13,857.00
Design Engineer I		\$30 - \$51	912	\$ 37.89	\$ 34,555.68
Planner II		\$30 - \$50		\$ 38.25	\$ -
Sr. Technician		\$36 - \$57	388	\$ 46.91	\$ 18,201.08
Technician		\$24 - \$46		\$ 31.75	\$ -
Planner I		\$22 - \$38		\$ 30.37	\$ -
Intern		\$15 - \$35	108	\$ 21.65	\$ 2,338.20
Survey Division Manager		\$90 - \$115		\$ 106.45	\$ -
Sr. Survey Manager		\$66 - \$90		\$ 80.47	\$ -
Survey Manager		\$57 - \$78		\$ 71.81	\$ -
Sr. Project Surveyor		\$54 - \$73		\$ 63.87	\$ -
Project Surveyor		\$49 - \$68		\$ 58.46	\$ -
Sr. Surveyor		\$40 - \$62		\$ 50.16	\$ -
Surveyor		\$35 - \$53		\$ 42.94	\$ -
Lead Survey Technician		\$46 - \$65		\$ 53.05	\$ -
Sr. Survey Technician		\$29 - \$57		\$ 42.58	\$ -
Survey Technician		\$25 - \$43		\$ 32.48	\$ -
Survey Intern		\$15 - \$35		\$ 26.70	\$ -
Single Chief*		\$47 - \$66		\$ 58.10	\$ -
Single Instrumentman*		\$43 - \$61		\$ 53.05	\$ -
Single Chainman*		\$41 - \$60		\$ 53.05	\$ -
Apprentice*		\$20 - \$55		\$ 35.00	\$ -
1 Person Field Crew*		\$47 - \$66		\$ 58.10	\$ -
2 Person Field Crew*		\$88 - \$117		\$ 106.45	\$ -
3 Person Field Crew*		\$108 - \$160		\$ 142.54	\$ -
Sr. LAUD Division Manager		\$80 - \$100		\$ 90.57	\$ -
LAUD Division Manager		\$72 - \$94		\$ 83.36	\$ -
Sr. LAUD Project Manager		\$61 - \$84		\$ 78.67	\$ -
LAUD Project Manager		\$57 - \$76		\$ 68.20	\$ -
Landscape Architect		\$35 - \$67		\$ 47.99	\$ -
Landscape Designer II		\$25 - \$55		\$ 38.25	\$ -

Landscape Designer I		\$20 - \$40		\$ 30.67	\$ -
Landscape Intern		\$15 - \$35		\$ 21.29	\$ -
Sr. Funding Specialist		\$50 - \$73		\$ 61.34	\$ -
Funding Specialist		\$40 - \$62		\$ 50.52	\$ -
Sr. Project Accountant		\$40 - \$69	48	\$ 59.54	\$ 2,857.92
Project Accountant		\$32 - \$52		\$ 40.78	\$ -
Sr. Project Coordinator		\$36 - \$58	80	\$ 46.91	\$ 3,752.82
Project Coordinator		\$28 - \$48		\$ 37.17	\$ -
Sr. Project Assistant		\$28 - \$48		\$ 36.81	\$ -
Project Assistant		\$20 - \$39		\$ 27.79	\$ -
Sr. Technical Writer		\$29 - \$52		\$ 42.94	\$ -
Technical Writer		\$20 - \$40		\$ 28.15	\$ -
Sr. Graphic Manager		\$47 - \$65		\$ 55.93	\$ -
Sr. Graphic Designer		\$36 - \$58		\$ 48.35	\$ -
Graphic Designer		\$31 - \$50		\$ 40.78	\$ -

**LABOR COSTS**

a) Subtotal Direct Labor Costs	\$221,094.84
b) Anticipated Salary Increases (see page 2 for calculation)	\$ 11,054.74
<b>c) TOTAL DIRECT LABOR COSTS [(a) + (b)]</b>	<b>\$ 232,149.58</b>

**INDIRECT COSTS**

d) Fringe Benefits (Rate: 93.92%)		e) Total Fringe Benefits [(c) x (d)]	\$218,034.89
f) Overhead & G&A (Rate: 58.01%)		g) Overhead [(c) x (f)]	\$134,669.97
h) General & Admin (Rate: )		i) Gen & Admin [(c) x (h)]	\$ -
		<b>j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]</b>	<b>\$ 352,704.86</b>

<b>FIXED FEE</b>	<b>k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10%</b>	<b>\$ 58,485.44</b>
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**I) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Utilities - Misc Costs	1	LS	\$ 300.00	\$ 300.00
Potholing	1	LS	\$ 10,000.00	\$ 10,000.00
<b>I) TOTAL OTHER DIRECT COSTS</b>				<b>\$ 10,300.00</b>

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

<b>Subconsultant 1:</b> Arrellano Associates, Inc.	\$ 30,645.78
<b>Subconsultant 2:</b> Earth Mechanics, Inc	\$ 165,412.53
<b>Subconsultant 3:</b> Fehr & Peers	\$ 38,569.55
<b>Subconsultant 4:</b> GPA Consulting	\$ 715,518.21
<b>Subconsultant 5:</b> Monument ROW	\$ 44,030.03
<b>Subconsultant 6:</b> Q3 Consulting	\$ 118,396.04
<b>m) TOTAL SUBCONSULTANTS' COSTS</b>	<b>\$ 1,112,572.14</b>

<b>n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]</b>	<b>\$ 1,122,872.14</b>
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<b>TOTAL COST [(c) + (j) + (k) + (n)]</b>	<b>\$ 1,766,212.03</b>
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**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.

## CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant Mark Thomas & Company

(Br. No. 56C0004; Federal No. BRLS 5956)

Project No. (252) Contract No. \_\_\_\_\_

Date 1/7/2022

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

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$ 221,094.84	3716	=	\$ 59.50	Year 1 Avg Hourly Rate

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

Year	Avg Hourly Rate	+	Proposed Escalation	=	Year	Avg Hourly Rate
Year 1	\$ 59.50	+	5%	=	Year 2	\$ 62.47
Year 2	\$ 62.47	+	5%	=	Year 3	\$ 65.60
Year 3	\$ 65.60	+	5%	=	Year 4	\$ 68.88
Year 4	\$ 68.88	+	5%	=	Year 5	\$ 72.32
Year 5	\$ 72.32	+	5%	=	Year 5	\$ 75.94

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

Year	Estimated % Completed Each Year	*	Total Hours per Cost Proposal	=	Total Hours per Year	Estimated Hours Year
Year 1	37%	*	3716.0	=	1365.6	Estimated Hours Year 1
Year 2	33%	*	3716.0	=	1235.6	Estimated Hours Year 2
Year 3	25%	*	3716.0	=	938.3	Estimated Hours Year 3
Year 4	5%	*	3716.0	=	176.5	Estimated Hours Year 4
Year 5	0%	*	3716.0	=	0.0	Estimated Hours Year 5
<b>Total</b>	<b>100%</b>		<b>Total</b>	<b>=</b>	<b>3716.0</b>	

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

Year	Avg Hourly Rate (calculated above)	*	Estimated hours (calculated above)	=	Cost per Year	Estimated Hours Year
Year 1	\$ 59.50	*	1366	=	\$ 81,252.35	Estimated Hours Year 1
Year 2	\$ 62.47	*	1236	=	\$ 77,191.01	Estimated Hours Year 2
Year 3	\$ 65.60	*	938	=	\$ 61,548.66	Estimated Hours Year 3
Year 4	\$ 68.88	*	177	=	\$ 12,157.55	Estimated Hours Year 4
Year 5	\$ 72.32	*	0	=	\$ -	Estimated Hours Year 5
<b>Total Direct Labor Cost with Escalation</b>				<b>=</b>	<b>\$ 232,149.58</b>	
<b>Direct Labor Subtotal before Escalation</b>				<b>=</b>	<b>\$ 221,094.84</b>	
<b>Estimated total of Direct Labor Salary Increase</b>				<b>=</b>	<b>\$ 11,054.74</b>	Transfer to Page 1

**NOTES:**

1. 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.
2. 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).
3. 7
4. Calculations for anticipated salary escalation must be provided.



**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 Ccode 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 or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: Robert Himes Title: Vice President

Signature:  Date of Certification: 1/7/2022

Email: rhimes@markthomas.com Phone number: (949) 477-9000

Address: 701 University Avenue, Suite 200. Sacramento, CA 95825

\* 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:

**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: Mark Thomas & Company, 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 151.93 % OR

Home Office Rate \_\_\_\_\_% and Field Office Rate (if applicable) \_\_\_\_\_%

Facilities Capital Cost of Money \_\_\_\_\_% (if applicable)

Fiscal period \* 01/01/2020 - 12/31/2020

\* 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 \$ 112,424,227 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 30+ 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\*\*: Robert Himes  
 Signature:   
 Email\*\*: rhimes@markthomas.com

Title\*\*: Vice President  
 Date of Certification (mm/dd/yyyy): 11/29/2021  
 Phone Number\*\*: (949) 477-9000

\*\*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



### Prevailing Wage

Federal and state laws impose a prevailing wage to be paid to employees performing certain work when doing business with government entities. The California Department of Industrial Relations (DIR) imposes the prevailing wage as a basic hourly rate paid on public works projects in excess of \$1,000 to employees engaged in a particular craft, skill, classification or type of work. Should an employee complete prevailing wage work that exceeds their regular rate of pay, such employees will be paid the higher prevailing wage for the hours or partial hours performing that work.

Mark Thomas' field personnel perform survey work (Party Chief, Chainman, Apprentice, etc.) which requires Prevailing Wage rates. All field survey crew employed by Mark Thomas are paid prevailing wages and fringe benefits, established by DIR, for any and all field work. Mark Thomas compensates its field employees based on Journeyman and/or Apprentice classifications. Wages are paid to our field crew on a bi-weekly basis and all fringes are paid monthly to the Operating Engineers Trust Fund. Mark Thomas utilizes Direct Labor to calculate the Delta and Fringe for Prevailing Wage.

A handwritten signature in blue ink, appearing to read "R. Himes", written over a horizontal line.

Robert Himes, Principal/Vice President

11/18/21

Date



EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed \_\_\_\_\_ Prime \_\_\_\_\_ Subconsultant x \_\_\_\_\_ 2nd Tier Subconsultant  
 Consultant Arellano Associates

Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_ Date 8/19/2021

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager*	Maria Yanez-Forgash	30	\$65.00	\$1,950.00
Sr. Project Coordinator	Margaret Meadows	56	\$53.00	\$2,968.00
Sr. Creative Lead	Kyle Santiago	10	\$50.00	\$500.00
Project Coordinator	Thomas Reese	89	\$35.00	\$3,115.00
Asst. Project Coord.	Jennifer Velazquez	72	\$24.00	\$1,728.00

**LABOR COSTS**

a) Subtotal Direct Labor Costs	\$10,261.00
b) Anticipated Salary Increases (see page 2 for sample)	\$0.00
<b>c) TOTAL DIRECT LABOR COSTS [(a) + (b)]</b>	<b>\$10,261.00</b>

**INDIRECT COSTS**

d) Fringe Benefits	Rate: <u>0.00%</u>	e) Total Fringe Benefits [(c) x (d)]	\$0.00
f) Overhead	Rate: <u>131.20%</u>	g) Overhead [(c) x (f)]	\$13,462.43
h) General & Administrative	Rate: <u>0.00%</u>	i) General & Administrative [(c) x (h)]	\$0.00
<b>j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]</b>			<b>\$13,462.43</b>

**FIXED FEE**

**k) TOTAL FIXED FEE [(c) + (j)] x fixed fee** 10% **\$2,372.34**

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

Description	Quantity	Unit(s)	Unit Cost	Total
Parcel Data	1	0	\$300.00	\$300.00
Postage & Notice Distribution	1000	0	\$0.50	\$500.00
Spanish Translation & Interpretation	1	0	\$750.00	\$750.00
Newspaper Advertising	1	0	\$3,000.00	\$3,000.00

**l) TOTAL OTHER DIRECT COSTS** **\$4,550.00**

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

Subconsultant 1:	_____
Subconsultant 2:	_____
Subconsultant 3:	_____
Subconsultant 4:	_____

**m) SUBCONSULTANT'S COSTS** \_\_\_\_\_

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

**TOTAL COST [(c) + (j) + (k) + (p)]** **\$30,645.78**

**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 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 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: Umer Ahmed Title \*: Principal

Signature:  Date of Certification (mm/dd/yyyy): 8/19/2021

Email: Garellano@arellanoassociates.com Phone Number: (951) 955-1637

Address: 3525 14th Street Annex, Riverside CA 92501

\*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:**

Public outreach, communications, stakeholder engagement.
--

**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: Arellano Associates

**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 131.20 % OR

Home Office Rate \_\_\_\_\_% and Field Office Rate (if applicable) \_\_\_\_\_%

Facilities Capital Cost of Money \_\_\_\_\_% (if applicable)

Fiscal period \* 01/01/2020 - 12/31/2020

\* 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 \_\_\_\_\_.
- ≠ Years of consultant’s experience with 48 CFR Part 31 is \_\_\_\_\_.
- ≠ Audit history of the consultant’s current and prior years (if applicable)
  - Cognizant ICR Audit                       Local Gov’t ICR Audit                       Caltrans ICR Audit
  - CPA ICR Audit                                       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\*\*: Genoveva L. Arellano                      Title\*\*: Principal

Signature:                       Date of Certification (mm/dd/yyyy): 08/19/2021

Email\*\*: Garellano@arrellanoassociates.com                      Phone Number\*\*: (909) 627-2974

\*\*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





5851 Pine Avenue, Suite A | Chino Hills, CA 91709 

909.627.2974 

[arellanoassociates.com](http://arellanoassociates.com) 

**RE: RCTD Nuevo Rd. Bridge**

**PREVAILING WAGE POLICY  
ARELLANO ASSOCIATES**

This requirement is not applicable to Arellano Associates. Arellano Associates does comply and is registered with California DIR (Department of Industrial Relations), the Arellano Associates' DIR Registration Number is 1000446549. Based on the scope of services under this contract, Arellano Associates is not subject to prevailing wage requirements by the DIR.

**EXHIBIT 10-H1 COST PROPOSAL (Page 1 of 3)**  
**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**  
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant       Subconsultant       2nd Tier Subconsultant

Consultant Earth Mechanics, Inc.  
 Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_ Date 1/26/2022

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	Alahesh Thuraijajah	140	\$ 73.00	\$ 10,220.00
Senior Engineer	Michael Hoshiyama	212	\$ 58.50	\$ 12,402.00
Senior Project Geologist	Michael Hoshiyama	130	\$ 51.50	\$ 6,695.00
Senior Technician	Kiat Kaekul	104	\$ 45.50	\$ 4,732.00
Senior Staff Engineer	Pratha Ragavan	120	\$ 41.00	\$ 4,923.40
		Total Hours	706	\$ -

**LABOR COSTS**

a) Subtotal Direct Labor Costs \$ 38,972.40  
 b) Anticipated Salary Increases (see page 2 for sample) \$ 1,948.62  
 c) **TOTAL DIRECT LABOR COSTS [(a)+(b)]** \$ 40,921.02

**INDIRECT COSTS**

d) Fringe Benefits (Rate 88.05%) e) **TOTAL FRINGE BENEFITS [(c) x (d)]** \$ 36,030.96  
 f) Overhead (Rate 90.91%) g) Overhead [(c) x (f)] \$ 37,201.30  
 h) General and Administrative (Rate 0.00%) i) Gen & Admin [(c) x (h)] \$ -  
 j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ 73,232.26

**FIXED FEE**

k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee:** 10.00% \$ 11,415.33

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

Description of Item	Quantity	Unit	Unit Cost	TOTAL
Mileage Costs	1632	Miles	\$0.560	\$913.92
Equipment Rental and Supplies				\$0.00
Well Permits				\$0.00
Plans Sheets				\$0.00
Other ODCs - list specific costs				\$0.00

**l) TOTAL OTHER DIRECT COSTS** \$913.92

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

Drill Rig Rental	\$29,260.00
Traffic Control	\$3,300.00
Soil Cutting Contaminants Testing	\$4,480.00
Soil Cuttings (drums) disposal	\$1,890.00

**m) TOTAL SUBCONSULTANTS' COSTS** \$38,930.00

**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** \$39,843.92  
**TOTAL COST [(c) + (j) + (k) + (n)]** \$ 165,412.53

Notes:

- Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing age 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)**  
**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**  
**(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)**

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

<u>Direct Labor</u> <u>Subtotal</u> Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5 year Contract Duration
\$ 38,972.40 /	706	= \$ 55.20	Year 1 avg Hourly rate

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

	Average hourly rate		Proposed Escalation			
Year 1	\$ 55.20	+	5%	=	\$ 57.95	Year 2 Avg Hourly Rate
Year 2	\$ 57.95	+	5%	=	\$ 60.85	Year 3 Avg Hourly Rate
Year 3	\$ 60.85	+	5%	=	\$ 63.90	Year 4 Avg Hourly Rate
Year 4	\$ 63.90	+	5%	=	\$ 67.09	Year 5 Avg Hourly Rate
Year 5	\$ 67.09	+	5%	=	\$ 70.44	Year 6 Avg Hourly Rate

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

	Estimated % Completed Each year		Total Hours Per Cost Proposal		Total Hours per Year	
Year 1	27.1%	*	706.083	=	191.0	Estimated Hours Year 1
Year 2	57.9%	*	706.083	=	409.2	Estimated Hours Year 2
Year 3	10.0%	*	706.083	=	70.6	Estimated Hours Year 3
Year 4	0.0%	*	706.083	=	0.0	Estimated Hours Year 4
Year 5	5.0%	*	706.083	=	35.3	Estimated Hours Year 5
Year 6	0.0%	*	706.083	=	0.0	Estimated Hours Year 6
Total	100.0%		Total	=	706.1	

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

	Avg Hourly Rate (Calculated above)		Estimated hours (Calculated above)		Cost Per Year	
Year 1	\$ 55.20	*	191.0	=	\$ 10,542.31	Estimated Hours Year 1
Year 2	\$ 57.95	*	409.2	=	\$ 23,713.45	Estimated Hours Year 2
Year 3	\$ 60.85	*	70.6	=	\$ 4,296.71	Estimated Hours Year 3
Year 4	\$ 63.90	*	0.0	=	\$ -	Estimated Hours Year 4
Year 5	\$ 67.09	*	35.3	=	\$ 2,368.56	Estimated Hours Year 5
Year 6	\$ 70.44	*	0.0	=	\$ -	Estimated Hours Year 6
			Total Direct Labor Cost with Escalation =		\$ 40,921.02	
			Direct Labor Subtotal before Escalation =		\$ 38,972.40	
			Estimated Total of Direct Labor Salary Increase =		\$ 1,948.62	Transferred 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 number 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 number of year 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.
- Calculations for anticipated salary escalation must be provided.

**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 State 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 non-compliant with the Federal and State requirements are not eligible for reimbursement

**Prime Consultant or Subconsultant Certifying:**

Name: Alahesh Thurairajah, PE, GE Title\*: Principal

Signature:  Date of Certification (mm/dd/yyyy): 1/26/2022

Email: [A.Thurairajah@earthmech.com](mailto:A.Thurairajah@earthmech.com) Phone Number: 714-751-3826

Address: 17800 Newhope Street, Suite B, Fountain Valley, CA 92708

\* 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 of services the consultant is providing under the proposed contract:**

<p>541330 - Geotechnical Engineering</p> <p>541380 - Laboratory Testing</p>
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**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:** Earth Mechanics, 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 178.96 % **OR**

Home Office Rate \_\_\_\_\_% and Field Office Rate (if applicable) \_\_\_\_\_%

Facilities Capital Cost of Money \_\_\_\_\_% (if applicable)

**Fiscal period** \* 02/01/2020 to 01/31/2021

\* 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 \$ 9.5 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 2.
- Years of consultant's experience with 48 CFR Part 31 is 32.
- 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 checked="" 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\*\*: Alahesh Thurairajah, PE, GE Title\*\*: Principal

Signature:  Email\*\*: A.Thurairajah@earthmech.com

Date of Certification (mm/dd/yyyy): 021/26/2022 Phone Number\*\*: (714) 751-3826

\*\*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



# Earth Mechanics, Inc.

Geotechnical & Earthquake Engineering

May 26, 2021

**Subject: Earth Mechanics, Inc. - Prevailing Wage Policy**

To Whom It May Concern:

Earth Mechanics, Inc. (EMI) is a geotechnical engineering consulting firm and its staff members are not subject to prevailing wage. However, EMI requires firms with which it works to comply with prevailing wage requirements, as applicable. In order to be compliant with registration requirements for public works contracts, EMI is registered with the California Department of Industrial Relations (DIR). Our DIR number is #1000018020.

Sincerely,  
Earth Mechanics, Inc.

Alaheswaran Thurairajah, PE, GE  
Principal

EXHIBIT 10-H1 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  Prime Consultant  Subconsultant  2nd Tier Subconsultant  
 Consultant: FEHR & PEERS, INC.  
 Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_ Date August 18, 2021  
 Project Name: Nuevo Road Bridge Rehabilitation and Widening (Br. No. 56C0004, Federal No. BRLS 5956 (252))

**DIRECT LABOR**

Classification/Title	Name	Range	Hours	Actual Hr Rate	Total
Principal	Jason Pack	\$220 00-\$350 00	30	\$ 93.75	\$ 2,812.50
Senior Associate	Anna Luo	\$195 00-\$290 00	4	\$ 66.83	\$ 267.32
Senior Associate	Jinghua Xu	\$195 00-\$290 00	4	\$ 65.38	\$ 261.52
Associate	Paul Herrmann	\$160 00-\$245 00	40	\$ 54.81	\$ 2,192.40
Senior Engineer/Planner	Mae Tamayo	\$145 00-\$195 00	120	\$ 38.94	\$ 4,672.80
Senior Engineer/Planner	Saima Musharrat	\$145 00-\$195 00	10	\$ 40.38	\$ 403.80
Senior Business Services Administrator (Project	Sandra Hyatt	\$105 00-\$140 00	12	\$ 41.83	\$ 501.96
Classification/Title	STAFF	\$0 00 - \$0 00	0	\$ -	\$ -
Classification/Title	STAFF	\$0 00 - \$0 00	0	\$ -	\$ -
Classification/Title	STAFF	\$0 00 - \$0 00	0	\$ -	\$ -
Classification/Title	STAFF	\$0 00 - \$0 00	0	\$ -	\$ -
Classification/Title	STAFF	\$0 00 - \$0 00	0	\$ -	\$ -
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Classification/Title	STAFF	\$0 00 - \$0 00	0	\$ -	\$ -
Classification/Title	STAFF	\$0 00 - \$0 00	0	\$ -	\$ -
			230		

**LABOR COSTS**

a) Subtotal Direct Labor Costs	\$ 11,766.10
b) Anticipated Salary Increases	\$ 0.00
<b>c) TOTAL DIRECT LABOR COSTS [(a) + (b)]</b>	<b>\$ 11,766.10</b>

**INDIRECT COSTS**

d) Fringe Benefits (Rate: 77.35%)	c) Total Fringe Benefits [(c) x (d)]	\$ 9,101.08
f) Overhead (Rate: 111.96%)	g) Overhead [(c) x (f)]	\$ 13,173.32
h) General and Administrative (Rate: 0.00%)	i) Gen & Admin [(c) x (h)]	\$ -
	<b>j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]</b>	<b>\$ 22,274.40</b>

**FIXED FEE**

k) **TOTAL FIXED FEE [(c) + (j) x fixed fee 10%]** \$ **3,404.05**

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

Description of Item	Quantity	Unit	Unit Cost	Total
Roadway Counts	1	Miles	\$ 75.000	\$ 75.00
Intersection Counts	3	Each	\$ 350.00	\$ 1,050.00
		Each	\$ -	\$ -
		Each	\$ -	\$ -
		Each	\$ -	\$ -
		Each	\$ -	\$ -
<b>i) TOTAL OTHER DIRECT COSTS</b>				<b>\$ 1,125.00</b>

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

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

**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** \$ **1,125.00**

**TOTAL COST [(c) + (j) + (k) + (n)]** \$ **38,569.55**

**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**  
**(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 <u>Subtotal per Cost</u> Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	<b>5 Year Contract Duration</b> Year 1 Avg Hourly Rate
\$8,588.40	158		\$54.36	

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

	Avg Hourly Rate		Proposed Escalation		
Year 1	\$54.36	+	2.0%	=	\$55.44
Year 2	\$55.44	+	2.0%	=	\$56.55
Year 3	\$56.55	+	2.0%	=	\$57.68
Year 4	\$57.68	+	2.0%	=	\$58.84
					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	100.0%	* 158	=	158	Estimated Hours Year 1
Year 2	0.0%	* 158	=	0	Estimated Hours Year 2
Year 3	0.0%	* 158	=	0	Estimated Hours Year 3
Year 4	0.0%	* 158	=	0	Estimated Hours Year 4
Year 5	0.0%	* 158	=	0	Estimated Hours Year 5
Total	<u>100.000%</u>	Total	=	<u>158</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	\$54.36	* 158	=	\$8,588.40	Estimated Hours Year 1
Year 2	\$55.44	* 0	=	\$0.00	Estimated Hours Year 2
Year 3	\$56.55	* 0	=	\$0.00	Estimated Hours Year 3
Year 4	\$57.68	* 0	=	\$0.00	Estimated Hours Year 4
Year 5	\$58.84	* 0	=	\$0.00	Estimated Hours Year 5
		<b>Total Direct Labor Cost with Escalation</b>	=	<b>\$8,588.40</b>	
		<b>Direct Labor Subtotal before Escalation</b>	=	<b>\$8,588.40</b>	
		<b>Estimated total of Direct Labor Salary Increase</b>	=	<b>\$0.00</b>	Transfer to Page 1

NOTES

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the #
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

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,
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\*\*: Jason Pack Title\*\*: Principal

Signature:  Date of Certification (mm/dd/yyyy): 8/18/2021

Email\*\*: j.pack@fehrandpeers.com Phone Number: 949-308-6300

Address: 101 Pacifica, Suite 300, Irvine CA, 92618

\*\*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:

Traffic Studies and Traffic Analysis for (3) intersections and one (1) roadway segment in support of the Nuevo Road Bridge Rehabilitation and Widening Project

**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: Fehr & Peers

**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 189.31 % OR

Home Office Rate \_\_\_\_\_ % and Field Office Rate (if applicable) \_\_\_\_\_ %

Facilities Capital Cost of Money \_\_\_\_\_ % (if applicable)

Fiscal period \* 12/28/2019 - 12/25/2020

\* 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 \$ 93,000,000.00 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 29.
- ≠ Years of consultant's experience with 48 CFR Part 31 is 36.
- ≠ 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\*\*: Lysa Wollard  
 Signature:   
 Email\*\*: l.wollard@fehrandpeers.com

Title\*\*: CFO  
 Date of Certification (mm/dd/yyyy): 06/07/2021  
 Phone Number\*\*: (925) 977-3216

\*\*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



## **CALIFORNIA PUBLIC WORKS PROJECTS PREVAILING WAGE POLICY**

Fehr & Peers is familiar with the requirements of California's prevailing wage policy and has registered with the Department of Industrial Relations as required under Senate Bill 854. Our registration number is 1000011330.

According to Department of Industrial Relations Division of Labor Statistics and Research (DLSR), workers covered under the prevailing wage requirements include: operating engineers (heavy equipment operators), surveyors, carpenters, cement masons, electricians, and laborers. Works not entitled to prevailing wages include: engineers, project superintendents, construction managers, project managers, architects, planners and computer programmers.

Fehr & Peers is a professional services firm employing licensed engineers and planners to perform knowledge based engineering and planning consulting services. We do not employ workers in the categories entitled to the prevailing wage requirements. Our work will be limited to professional engineering and planning consulting services performed by licensed engineers and planners.

If at some time in the future, Fehr & Peers performs any services on public works projects with any of the workers entitled to prevailing wage requirements we will verify the then current prevailing wage base and fringe at the Department of Industrial Relations website, <http://www.dir.ca.gov/public-works/prevaling-wage.html>. Those wages will be compared to the actual base and fringe being paid to the entitled employee. If there is a delta, the affected employee will be paid directly as a single amount to cover the delta base and the delta fringe. Fehr & Peers will account for both the delta base as a direct labor cost and the delta fringe as an overhead cost.

The proposed indirect cost rate is based on accounting data from the prior fiscal year. Fehr & Peers did not have any employees entitled to prevailing wages in the prior fiscal year. Therefore, there was no accounting for deltas and no impact to the indirect cost rate submitted.

**EXHIBIT 10-H1 COST PROPOSAL** Page 1 of 3  
**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**  
**(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)**

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

Consultant GPA Consulting

Project No. Nuevo Road Bridge (Base Tasks)

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

Date 8/17/2021

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal Env Planner	Richard Galvin	58	\$99.00	\$5,742.00
Sr. Associate Env Planner	Ryan Todaro	400	\$86.54	\$34,616.00
Sr. Env Planner	George Gorman	630	\$54.47	\$34,316.10
Sr. Env Planner	Laura Comstock	0	\$52.88	\$0.00
Associate Env Planner	Adelyn Alanis	222	\$37.50	\$8,325.00
Associate Env Planner	Allie Acuna	0	\$36.54	\$0.00
Env Planner	Isabella Burch	20	\$28.85	\$577.00
Env Planner	Noeli Topete	714	\$28.85	\$20,598.90
Env Planner	Justin Nguyen	452	\$24.04	\$10,866.08
Sr. GIS Analyst	Martin Rose	312	\$49.52	\$15,450.24
Sr. Associate Biologist	Marieka Schrader	152	\$66.85	\$10,161.20
Sr. Biologist	Sheri Mayta	458	\$56.25	\$25,762.50
Sr. Biologist	Stan Glowacki	0	\$49.04	\$0.00
Sr. Biologist	Jennifer Johnson	494	\$48.56	\$23,988.64
Sr. Biologist	Terry Adelsbach	0	\$48.08	\$0.00
Biologist	Lizbeth Pliego Orozco	520	\$30.00	\$15,600.00
Principal Arch Historian	Andrea Galvin	18	\$100.96	\$1,817.28
Sr. Arch Historian	Jenna Kachour	76	\$46.05	\$3,499.80
Sr. Arch Historian	Amanda Duane	0	\$45.67	\$0.00
Associate Arch Historian	Audrey von Ahrens	168	\$31.23	\$5,246.64

**LABOR COSTS**

a) Subtotal Direct Labor Costs	\$216,567.38
b) Anticipated Salary Increases (see page 2 for calculation)	\$5,414.18
<b>c) TOTAL DIRECT LABOR COSTS [(a) + (b)]</b>	<b>\$221,981.56</b>

**INDIRECT COSTS**

d) Fringe Benefits (Rate: <u>43.08%</u> )	e) Total Fringe Benefits [(c) x (d)]	\$95,629.66
f) Overhead (Rate: <u>54.43%</u> )	g) Overhead [(c) x (f)]	\$120,824.57
h) General and Administrative (Rate: <u>54.13%</u> )	i) Gen & Admin [(c) x (h)]	\$120,158.62
<b>j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]</b>		<b>\$336,612.84</b>

<b>FIXED FEE</b>	<b>k) TOTAL FIXED FEE [(c) + (j)] x fixed fee <u>10%</u></b>	<b>\$55,859.44</b>
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**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit(s)	Unit Cost	Total
Mileage Costs	870	mile	0.575	\$500.25
Fish and Wildlife Filing fee and County Clerk filing fee	1		\$2,530.00	\$2,530.00
Newspaper Ads	1		\$4,000.00	\$4,000.00
reproduction/printing	1		\$10,000.00	\$10,000.00
<b>l) TOTAL OTHER DIRECT COSTS</b>				<b>\$17,030.25</b>

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

Subconsultant 1:	Paleo Solutions (Archaeology)	\$23,583.60
Subconsultant 2:	Ambient (Air Quality and Noise Analysis)	\$60,450.51

Subconsultant 3:

	<b>m) TOTAL SUBCONSULTANT'S COSTS</b>	\$84,034.11
<b>n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]</b>		\$101,064.36
	<b>TOTAL COST [(c) + (j) + (k) + (n)]</b>	<b>\$715,518.21</b>

NOTES:

- 1.Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- 2.The cost proposal format shall not be amended. 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.
- 3.Anticipated salary increases calculation (page 2) must accompany.

**EXHIBIT 10-H1 COST PROPOSAL** Page 2 of 3  
**COST-PLUS-FIXED FEE OR LUMP SUM OR 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 <u>Subtotal</u> per Cost Proposal \$216,567.38	Total Hours per Cost Proposal 4694	=	Avg Hourly Rate 46.13706434	5 Year Contract Duration Year 1 Avg Hourly Rate
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**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	\$46.14	+	5.0%	=	\$48.44	Year 2 Avg Hourly Rate
Year 2	\$48.44	+	5.0%	=	\$50.87	Year 3 Avg Hourly Rate
Year 3	\$50.87	+	5.0%	=	\$53.41	Year 4 Avg Hourly Rate
Year 4	\$53.41	+	5.0%	=	\$56.08	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	50.00%	*	4694.0	=	2347.0	Estimated Hours Year 1
Year 2	50.00%	*	4694.0	=	2347.0	Estimated Hours Year 2
Year 3	0.00%	*	4694.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	4694.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	4694.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	4694.0	

**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	\$46.14	*	2347	=	108283.69	Estimated Hours Year 1
Year 2	\$48.44	*	2347	=	\$113,697.87	Estimated Hours Year 2
Year 3	\$50.87	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$53.41	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$56.08	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$221,981.56	
	Direct Labor Subtotal before Escalation			=	\$216,567.38	
	Estimated total of Direct Labor Salary			=	\$5,414.18	Transfer to Page 1

NOTES:

1. 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.
2. 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)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.



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: Richard Galvin Title \*: Vice President

Signature :  Date of Certification (mm/dd/yyyy) 12/10/2021

Email: richard@gpaconsulting-us.com Phone Number: (310) 792-2690

Address: 201 Nevada St., Suite B, El Segundo, CA 90245

\*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:

Environmental Consulting Services.
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**EXHIBIT 10-H1 COST PROPOSAL** Page 1 of 3  
**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**  
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

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

Consultant AMBIENT Air Quality & Noise Consulting

Project No. Nuevo Road Bridge Project

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

Date 12/9/2021

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
PRINCIPAL	KURT LEGLEITER	95	\$68.50	\$6,507.50
SPECIALIST	JON PAMBAKIAN	375	\$31.25	\$11,718.75
ANALYST	TREVOR BURMESTER	360	\$22.64	\$8,150.40
				\$0.00
				\$0.00
				\$0.00

**LABOR COSTS**

a) Subtotal Direct Labor Costs \$26,376.65  
 b) Anticipated Salary Increases (see page 2 for calculation) \$0.00  
**c) TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$26,376.65

**INDIRECT COSTS**

d) Fringe Benefits (Rate 51.75%) e) Total Fringe Benefits [(c) x (d)] \$13,649.92  
 f) Overhead (Rate: 0.00%) g) Overhead [(c) x (f)] \$0.00  
 h) General and Administrative (Rate: 54.39%) i) Gen & Admin [(c) x (h)] \$14,346.26  
**j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$27,996.18

**FIXED FEE** k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 10%** \$5,437.28

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

Description of Item	Quantity	Unit(s)	Unit Cost	Total
Mileage Costs	380	mile	0.58	\$220.40
Lodging	2	nights	\$144.00	\$288.00
Meals	2	days	\$66.00	\$132.00
				\$0.00

**l) TOTAL OTHER DIRECT COSTS** \$640.40

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

Subconsultant 1: \_\_\_\_\_ \$0.00  
**m) TOTAL SUBCONSULTANT'S COSTS** \$0.00

**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** \$640.40

**TOTAL COST [(c) + (j) + (k) + (n)]** \$60,450.51

**NOTES:**

1. Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. 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.
3. Anticipated salary increases calculation (page 2) must accompany.

**EXHIBIT 10-H1 COST PROPOSAL** Page 2 of 3  
**COST-PLUS-FIXED FEE OR LUMP SUM OR 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 \$26,376.65	Total Hours per Cost Proposal 830	=	Avg Hourly Rate 31.77909639	5 Year Contract Duration Year 1 Avg Hourly Rate
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**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	\$31.78	+	5.0%	=	\$33.37	Year 2 Avg Hourly Rate
Year 2	\$33.37	+	5.0%	=	\$35.04	Year 3 Avg Hourly Rate
Year 3	\$35.04	+	5.0%	=	\$36.79	Year 4 Avg Hourly Rate
Year 4	\$36.79	+	5.0%	=	\$38.63	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	100.00%	*	830.0	=	830.0	Estimated Hours Year 1
Year 2	0.00%	*	830.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	830.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	830.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	830.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	830.0	

**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	\$31.78	*	830	=	26376.65	Estimated Hours Year 1
Year 2	\$33.37	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$35.04	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$36.79	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$38.63	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$26,376.65	
	Direct Labor Subtotal before Escalation			=	\$26,376.65	
	Estimated total of Direct Labor Salary Increase			=	\$0.00	Transfer to Page 1

NOTES:

1. 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.
2. 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)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

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: Kurt Legleiter Title \*: Principal

Signature :  Date of Certification (mm/dd/yyyy) 12/9/2021

Email: kurt@ambient.consulting Phone Number: 805.226.2727

Address: 75 Higuera Street, Suite 105, San Luis Obispo, CA 93401

\*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:

Air Quality, Greenhouse Gas, Noise and Groundborne Vibration Impact Assessments

Note: Mark-ups are Not Allowed

Prime Consultant     Subconsultant     2nd Tier Subconsultant

Consultant: **Stantec Consulting Services, Inc.**

Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_ Date **1/6/2022**

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Program Manager	Geraldine Aron	2	\$ 88.95	\$ 177.90
Prinicpal Archaeologist	Shannon Loftus	15	\$ 64.90	\$ 941.05
Principal Paleontologist	Alyssa Bell	16	\$ 55.29	\$ 857.00
Senior Archaeologist	Kristina Lindgren	10	\$ 46.22	\$ 462.20
Senior Archaeologist	Michael Macko	25	\$ 45.00	\$ 1,125.00
Senior Archaeologist	Daniel Mullin	25	\$ 45.00	\$ 1,125.00
GIS Specialist	Elisa Barrios	20	\$ 45.00	\$ 900.00
Senior Paleontologist	Joey Raum	35	\$ 36.10	\$ 1,263.50
Paleontologist	Daniel Nolan	6	\$ 28.95	\$ 173.70
Archaeologist	Dean Reed	10	\$ 34.67	\$ 346.70
Project Coordinator	Cecilio Garcia	8	\$ 30.39	\$ 243.12

**LABOR COSTS**

a) Subtotal Direct Labor Costs \$ 7,615.17  
 b) Anticipated Salary Increases (see page 2 for calculation) \$ 190.38  
**c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 7,805.55**

**INDIRECT COSTS**

d) Fringe Benefits (Rate: 31.57% ) e) Total Fringe Benefits [(c) x (d)] \$ 2,464.37  
 f) Overhead & G&A (Rate: 110.30% ) g) Overhead [(c) x (f)] \$ 8,609.67  
 h) General & Admin (Rate: 10.38% ) i) Gen & Admin [(c) x (h)] \$ 810.53  
**j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 11,884.57**

**FIXED FEE** k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10% \$ 1,969.01

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

Description of Item	Quantity	Unit	Unit Cost	Total
EIC Record Searh Fees	1	Ea	\$ 1,000.00	\$ 1,000.00
Mileage	347	Miles	\$ 0.56	\$ 194.32
WSC and NHLMA Record Search Fees	1	Ea	\$ 730.00	\$ 730.00

**l) TOTAL OTHER DIRECT COSTS \$ 1,924.32**

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

Subconsultant 1: \_\_\_\_\_ m) TOTAL SUBCONSULTANTS' COSTS \$ -

**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 1,924.32**

**TOTAL COST [(c) + (j) + (k) + (n)] \$ 23,583.44**

**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.

**CALCULATIONS FOR ANTICIPATED SALARY INCREASES**

Consultant **Stantec Consulting Services, Inc.**

Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_ Date **1/6/2022**

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

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$ 7,615.17	171	=	\$ 44.53	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	\$ 44.53	+	5%	=	\$ 46.76 Year 2 Avg Hourly Rate
Year 2	\$ 46.76	+	5%	=	\$ 49.10 Year 3 Avg Hourly Rate
Year 3	\$ 49.10	+	5%	=	\$ 51.55 Year 4 Avg Hourly Rate
Year 4	\$ 51.55	+	5%	=	\$ 54.13 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	50.00%	*	171.0	=	85.5	Estimated Hours Year 1
Year 2	50.00%	*	171.0	=	85.5	Estimated Hours Year 2
Year 3	0.00%	*	171.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	171.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	171.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	171.0	

**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	\$ 44.53	*	86	=	\$ 3,807.58	Estimated Hours Year 1
Year 2	\$ 46.76	*	86	=	\$ 3,997.96	Estimated Hours Year 2
Year 3	\$ 49.10	*	0	=	\$ -	Estimated Hours Year 3
Year 4	\$ 51.55	*	0	=	\$ -	Estimated Hours Year 4
Year 5	\$ 54.12	*	0	=	\$ -	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$ 7,805.54	
	Direct Labor Subtotal before Escalation			=	\$ 7,615.17	
	Estimated total of Direct Labor Salary Increase			=	\$ 190.38	Transfer to Page 1

**NOTES:**

1. 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.
2. 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).
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

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: Geraldine Aron Title \*: Practice Lead

Signature :  Date of Certification (mm/dd/yyyy) 01/06/2022

Email: [geraldine.aron@stantec.com](mailto:geraldine.aron@stantec.com) Phone Number: 562-818-7713

Address: \_\_\_\_\_

\*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:

**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:** Galvin Preservation Associates Inc. (dba GPA Consulting)

**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 151.64 % **OR**

Home Office Rate \_\_\_\_\_% and Field Office Rate (if applicable) \_\_\_\_\_%

Facilities Capital Cost of Money \_\_\_\_\_% (if applicable)

**Fiscal period \*** 1/1/2020-12/31/2020

\* 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 \$ 18,707,324.31 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 18.
- ≠ 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 checked="" 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\*\*: Richard Galvin Title\*\*: Vice President  
 Signature:  Date of Certification (mm/dd/yyyy): 12/17/2021  
 Email\*\*: richard@gpaconsulting-us.com Phone Number\*\*: 310-792-2690

\*\*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

CONSULTING



**December 09, 2021**

Re: Prevailing Wages

GPA Consulting is not subject to prevailing wage requirements and does not use prevailing wage staff. However, GPA is registered with the Department of Industrial Relations (DIR). Our DIR registration is: 1000035318.

Thank you,

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

Richard Galvin  
Vice President  
GPA Consulting

**EXHIBIT 10-H1 COST PROPOSAL (Page 1 of 3)**

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

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Prime Consultant       Subconsultant       2nd Tier Subconsultant

Consultant Monument ROW, Inc.

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

Date 8/19/2021

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	Joey Mendoza	0	\$ 108.17	\$ -
ROW Project Manager	Daniela Borbe	34	\$ 81.31	\$ 2,764.54
Sr. Agent	July Yokogawa	95	\$ 44.95	\$ 4,270.25
Project Support	Kristine Sander	56	\$ 22.18	\$ 1,242.08
Classification 5	Personnel 5	0		\$ -
Classification 6	Personnel 6	0		\$ -
Classification 7	Personnel 7	0		\$ -
Classification 8	Personnel 8	0		\$ -
Classification 9	Personnel 9	0		\$ -
Classification 10	Personnel 10	0		\$ -
Classification 11	Personnel 11	0		\$ -
Classification 12	Personnel 12	0		\$ -
Total Hours		185		

**LABOR COSTS**

a) Subtotal Direct Labor Costs \$ 8,276.87  
 b) Anticipated Salary Increases (see page 2 for sample) \$ -  
**c) TOTAL DIRECT LABOR COSTS [(a)+(b)]** **\$ 8,276.87**

**INDIRECT COSTS**

d) Fringe Benefits (Rate 0.00%) e) TOTAL FRINGE BENEFITS [(c) x (d)] \$ -  
 f) Overhead (Rate 120.00%) g) Overhead [(c) x (f)] \$ 9,932.24  
 h) General and Administrative (Rate 0.00%) i) Gen & Admin [(c) x (h)] \$ -  
**j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]** **\$ 9,932.24**

**FIXED FEE**

**k) TOTAL FIXED FEE [(c) + (j)] x fixed fee:** 10.00% **\$ 1,820.91**

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

Description of Item	Quantity	Unit	Unit Cost	TOTAL
Mileage Costs	0	Mile	\$0.575	\$0.00
Equipment Rental and Supplies				\$0.00
Permit Fees				\$0.00
Plans Sheets				\$0.00
Other ODCs - list specific costs				\$0.00
<b>l) TOTAL OTHER DIRECT COSTS</b>				<b>\$0.00</b>

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

Preliminary Title Reports (4 reports) \$3,000.00  
 Appraisal Reports (4 reports) \$14,000.00  
 Appraisal Reviews (4 reviews) \$7,000.00  
**m) TOTAL SUBCONSULTANTS' COSTS** **\$24,000.00**

**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** **\$24,000.00**

**TOTAL COST [(c) + (j) + (k) + (n)]** **\$ 44,030.03**

**Notes:**

- Key personnel **must** be marked with an asterisk (\*) and employees that are subject to prevailing age 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**  
**(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)**

Consultant Monument ROW, Inc. Contract No. 0 Date 8/19/2021

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

Direct Labor <u>Subtotal</u> Per Cost Proposal	/	Total Hours cost Proposal	=	Avg Hourly Rate	<b>5 year Contract Duration</b>
\$ 8,276.87		185		\$ 44.74	Year 1 avg Hourly rate

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

	Average hourly rate	+	Proposed Escalation	=		
Year 1	\$ 44.74	+	0%	=	\$ 44.74	Year 2 Avg Hourly Rate
Year 2	\$ 44.74	+	0%	=	\$ 44.74	Year 3 Avg Hourly Rate
Year 3	\$ 44.74	+	0%	=	\$ 44.74	Year 4 Avg Hourly Rate
Year 4	\$ 44.74	+	0%	=	\$ 44.74	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each year	*	Total Hours Per Cost Proposal	=	Total Hours per Year	
Year 1	100.0%	*	185	=	185.0	Estimated Hours Year 1
Year 2	0.0%	*	185	=	0.0	Estimated Hours Year 2
Year 3	0.0%	*	185	=	0.0	Estimated Hours Year 3
Year 4	0.0%	*	185	=	0.0	Estimated Hours Year 4
Year 5	0.0%	*	185	=	0.0	Estimated Hours Year 5
Total	100.0%		Total	=	185.0	

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

	Avg Hourly Rate (Calculated above)	*	Estimated hours (Calculated above)	=	Cost Per Year	
Year 1	\$ 44.74	*	185.0	=	\$ 8,276.87	Estimated Hours Year 1
Year 2	\$ 44.74	*	0.0	=	-	Estimated Hours Year 2
Year 3	\$ 44.74	*	0.0	=	-	Estimated Hours Year 3
Year 4	\$ 44.74	*	0.0	=	-	Estimated Hours Year 4
Year 5	\$ 44.74	*	0.0	=	-	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation =		\$ 8,276.87	
			Direct Labor Subtotal before Escalation =		\$ 8,276.87	
			Estimated Total of Direct Labor Salary Increase =		-	Transferred to page 1

Notes:

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

**EXHIBIT 10-H1 COST PROPOSAL (Page 3 of 3)**

**Certification of Direct Costs:**

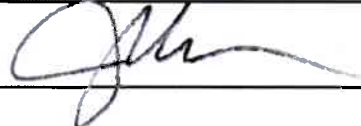
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements.

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract.
3. [Title 23 United State 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 non-compliant with the Federal and State requirements are not eligible for reimbursement

**Prime Consultant or Subconsultant Certifying:**

Name: Joey Mendoza Title\*: Vice President

Signature:  Date of Certification (mm/dd/yyyy): 8/19/2021

Email: [bmorrison@monumentrow.com](mailto:bmorrison@monumentrow.com) Phone Number: 949-378-0687

Address: 200 Spectrum Center, Suite 300, Irvine, CA 92618

\* 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 of services the consultant is providing under the proposed contract:

4 part take acquisitions including project management, negotiations, appraisals and appraisal reviews.

California Safe Harbor Indirect Cost Rate Program

**Consultant Firm Certification of Eligibility and Certification of Financial Management System**

Consultant Firm Name Monument ROW, Inc

Local Agency (if applicable) Riverside County Transportation Department

Contract Number / Federal Project Number Br. No. 56C0004; Federal No. BRLS 5956 (252)

Contract Total \$ 44,030.03

For Subconsultant Firms – estimated % of work to be performed 2.4 %

Safe Harbor Indirect Cost Rate (SHR): **Home: 120% and/or Field: 90%**

Field SHR will be utilized for contracts where the work deliverables are not completed from the consultant offices (i.e. Construction Inspection, Material Testing, Sources Inspection, others).

**Consultant Firm Certification of Eligibility**

I, the undersigned, certify that I am eligible to use the Safe Harbor indirect cost rate as I:

1. Am not a Prime Consultant Firm on a Caltrans contract > \$3.5M, or Local Government contract > \$1M, regardless of the participation amount.
2. Have not used SHR for more than three (3) years since entering the program on a state or federally funded contract.

AND

1. Do not have relevant contract cost history to use as a base for developing a Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31 compliant ICR.
2. Do not have a previously accepted ICR by a cognizant agency, or with an audited/accepted actual ICR, and do not have an existing contract with a provisional rate.

**Certification of Financial Management System**

I, the undersigned, certify that our financial management system in place for this contract and moving forward meets the standards for the Safe Harbor indirect cost rate requirements and financial reporting, accounting records, internal and budget control as set forth in 2 CFR 200, Subpart D. These standards require consulting firms have an accounting system

# California Safe Harbor Indirect Cost Rate Program

adequate to accumulate, and track allowable, allocable, and reasonable direct labor and other direct costs by contract; segregate indirect costs and remove unallowable costs.

Print Name Amber Costello

Signature   
(Electronic Signature Allowed)

Title President

Date Completed 08/19/2021  
5/19/21

**Note:** The certification of this Safe Harbor Rate was made by, and are the responsibility of, the Company's management.

## Definition of Terms

Direct Cost is any cost that is identified specifically with a particular cost objective. Direct costs are not limited to items that are incorporated in the end products as material or labor. Costs identified specifically with a contract are direct costs of that contract. All costs identified with other final cost objectives of the contractor are direct costs of those objectives, 48 CFR 31.202.

Indirect or overhead cost is any cost that is not directly identified with a single final cost objective but is identified with two or more final cost objectives or with at least one intermediate cost objective, 48 CFR 31. 203.

## References

Title 48 Code of Federal Regulations (CFR) Part 31 -Federal cost principles.

Title 48 CFR Chapter 99, Subchapter B - Procurement Practices and Cost Accounting Standards.

Title is 2 CFR 200 Subpart D, Standards for Financial and Program Management.

Title 23 United States Code (U.S.C.), Chapter 1, Section 112 - Letting of Contracts.

Title 23 CFR, Chapter 1, Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services.

American Association of State Highway and Transportation Officials (AASHTO) Uniform Audit & Accounting Guide (2016 Edition).

# California Safe Harbor Indirect Cost Rate Program

## **Caltrans Contract**

If participating on a Caltrans Contract, also attach a completed copy of the following Safe Harbor Indirect Cost Rate Questionnaire for Evaluating Consultant Firm's Financial Management System.



# California Safe Harbor Indirect Cost Rate Program

## Questionnaire for Evaluating Consultant Firm's Financial Management System

Consultant Firm Name Monument ROW, Inc

Firm Headquarters Address 200 Spectrum Center, Suite 300

Irvine, CA 92618

### Accounting Records

- Location where Accounting records are held 8 Cobblestone Court, Laguna Niguel, CA 92677
- Name and Title Amber Costello, President
- Email and Phone acostello@monumentrow.com 562.260.0507
- Mailing Address 200 Spectrum Center, Suite 300  
Irvine, CA 92618

To be eligible for Safe Harbor indirect cost rate (SHR), the Consultant Firm's financial management system must be adequate to accumulate and track direct labor and other direct costs by contract, segregate indirect costs, and remove unallowable costs in accordance with 48 CFR 31 for the different business segments.

### Instructions

1. Answer all questions and provide an explanation and additional supporting documentation where requested.
2. If additional space is required, please attach a separate sheet and refer to items being answered by number.

Has the Firm developed an indirect cost rate in the past? Yes  No

If "Yes", you are NOT ELIGIBLE to use the SHR.

DO NOT CONTINUE with this Questionnaire and please complete the AASHTO Appendix B ICQ and provide an ICR Schedule.

Is the Firm a Prime Consultant Firm on a Caltrans contract > \$3.5M Or Local Government contract > \$1M, regardless of the participation Amount? Yes  No

If "Yes", you are NOT ELIGIBLE to use the SHR.

DO NOT CONTINUE with this Questionnaire and please complete the AASHTO Appendix B ICQ and provide an AUDITED ICR Report.

# California Safe Harbor Indirect Cost Rate Program

1. What form of business entity is the Firm?

Sole Proprietorship \_\_\_ Partnership \_\_\_ C Corporation \_\_\_ S Corporation x  
Other \_\_\_\_\_

2. What types of services will the Firm provide for this contract? (Select all that apply.)

Architectural and Engineering Services \_\_\_ Program Management \_\_\_  
Preliminary Engineering \_\_\_ Design Engineering \_\_\_  
Surveying \_\_\_ Feasibility Studies \_\_\_  
Mapping or Architectural Related Services \_\_\_ Other Right of Way Services

3. Does the Firm have prior government contracting experience? Yes x No \_\_\_

4. Does the general ledger contain separate direct and indirect accounts for the following?

Labor Yes x No \_\_\_ Non-Labor Yes x No \_\_\_

5. Does the company have a system in place to identify and remove from the indirect cost pools all unallowable cost? Yes x No \_\_\_

6. Does the firm assign a unique identification/project number in your accounting system for each contract/project?

Yes x No \_\_\_

7. Is indirect and direct labor separated by contract/project/cost objectives on employee timesheets with unique reporting codes?

Yes x No \_\_\_

## California Safe Harbor Indirect Cost Rate Program

8. Do you have written policies on the following cost categories?

Accounting	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Overtime	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Billing	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Direct/Indirect Expenses	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Timesheet Preparation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Prevailing Wage	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Bonus	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>			

9. What types of employee status will the Firm provide for this contract?

Non-exempt  Exempt-salaried  Exempt-hourly  Contract Employee   
Other \_\_\_\_\_

10. Does the Firm pay overtime for exempt employees?

Yes  No

11. Besides labor, does the Firm normally bill/invoice the following as direct contract/project costs? (Select all that apply)

Vehicle	<input type="checkbox"/>	Shipping	<input type="checkbox"/>
Computer/CADD	<input type="checkbox"/>	Lab	<input type="checkbox"/>
Printing	<input type="checkbox"/>	Travel	<input type="checkbox"/>
Specialty Equipment (List below)	<input type="checkbox"/>	Other (List below)	<input type="checkbox"/>

\_\_\_\_\_

12. Are mileage logs maintained for all vehicles? If no, please explain below.

Explanation \_\_\_\_\_

Where is the vehicle stored after work? \_\_\_\_\_

Does employee use vehicle for personal use? Yes \_\_\_\_\_ No \_\_\_\_\_

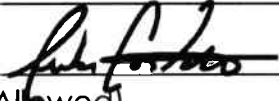
What is the recovery/billing rate used for Firm or personal vehicle mileage reimbursement?

\$ \_\_\_\_\_ per mile

# California Safe Harbor Indirect Cost Rate Program

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

Print Name Amber Costello

Signature   
(Electronic Signature Allowed)

Title President

Date Completed 08/19/2021

**Note:** The certification of this Safe Harbor Rate was made by, and are the responsibility of, the Company's management.



## Prevailing Wage Policy

Monument ROW, Inc. is registered with the California Department of Industrial Relations (DIR) #1000418551. However, Monument does not perform the type of work subject to payment of prevailing wage rates. Monument Professional Service Agreements may require the performance of prevailing wage work, such as property management services, and such work is subcontracted to prevailing wage compliant subcontractors.



200 Spectrum Center, Suite 300, Irvine, CA 92618

info@monumentrow.com | 800 577 0109

[monumentrow.com](http://monumentrow.com)

Note: Mark-ups are Not Allowed

Prime Consultant  Subconsultant  2nd Tier Subconsultant

Consultant: **Q3 Consulting**

Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_ Date **12/9/2021**

**DIRECT LABOR**

Classification/Title	Name	Range	Hours	Actual Hourly Rate	Total
Project Director	John McCarthy		52	\$ 88.94	\$ 4,624.88
Senior Technical Manager			154	\$ 84.13	\$ 12,956.02
Senior Engineer			112	\$ 48.08	\$ 5,384.96
Project Engineer			344	\$ 40.87	\$ 14,059.28
Design Engineer			72	\$ 30.00	\$ 2,160.00

**LABOR COSTS**

a) Subtotal Direct Labor Costs	\$ 39,185.14
b) Anticipated Salary Increases (see page 2 for calculation)	\$ 979.63
<b>c) TOTAL DIRECT LABOR COSTS [(a) + (b)]</b>	<b>\$ 40,164.77</b>

**INDIRECT COSTS**

d) Fringe Benefits (Rate: 107.70%)	e) Total Fringe Benefits [(c) x (d)]	\$ 43,257.46
f) Overhead & G&A (Rate: 58.37%)	g) Overhead [(c) x (f)]	\$ 23,444.18
h) General & Admin (Rate: _____)	i) Gen & Admin [(c) x (h)]	\$ -
	<b>j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]</b>	<b>\$ 66,701.63</b>
<b>FIXED FEE</b>	<b>k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10%</b>	<b>\$ 10,686.64</b>

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage - Current IRS Rate	300	Miles	\$ 0.56	\$ 168.00
Reproductions (Hydraulic Reports)	2700	Sheets	\$ 0.25	\$ 675.00
				\$ -
				\$ -
				\$ -

**l) TOTAL OTHER DIRECT COSTS \$ 843.00**

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

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

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

**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 843.00**

**TOTAL COST [(c) + (j) + (k) + (n)] \$ 118,396.04**

**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.

**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: Q3 Consulting

**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 166.07 % OR

Home Office Rate \_\_\_\_\_ % and Field Office Rate (if applicable) \_\_\_\_\_ %

Facilities Capital Cost of Money \_\_\_\_\_ % (if applicable)

Fiscal period \* 01/01/2020 - 12/31/2020

\* 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 \$ 0 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 20+ 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 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\*\*: John McCarthy Title\*\*: Principal / Vice President  
 Signature: John McCarthy Date of Certification (mm/dd/yyyy): 08/05/2021  
 Email\*\*: jmccarthy@q3consulting.net Phone Number\*\*: 949-259-6730

\*\*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



**Q3 Consultants**

a Proactive Engineering Consultants, Inc. company

**Statement of Direct Labor, Fringe Benefits and General Overhead  
12 months Ended December 31, 2020**

Description	Total Costs	Unallowable Costs Note 1	Total Allowable Costs	FY20 % of D.L
<b>DIRECT LABOR</b>	<u>\$ 3,527,810</u>	<u>\$ -</u>	<u>\$ 3,527,810</u>	
<b>FRINGE BENEFITS</b>				
WORKERS' COMPENSATION INSURANCE	35,356		35,356	1.00%
GROUP MEDICAL/DENTAL/LIFE INSURANCE	503,095		503,095	14.26%
INCENTIVE COMPENSATION	2,160,571		2,160,571	61.24%
PAYROLL TAXES	431,646		431,646	12.24%
401(k) MATCH	167,487		167,487	4.75%
VACATION/HOLIDAY/SICK	501,375		501,375	14.21%
<b>TOTAL FRINGE BENEFITS</b>	<u>3,799,531</u>	<u>-</u>	<u>3,799,531</u>	<b>107.70%</b>
<b>GENERAL OVERHEAD</b>				
INDIRECT LABOR	894,566		894,566	25.36%
MARKETING/PROPOSAL LABOR	112,372		112,372	3.19%
BUSINESS DEVELOPMENT EXPENSE	164,693	(121,900)	42,793	1.21%
DEPRECIATION	146,811		146,811	4.16%
AMORTIZATION	52,200	(52,200)	-	0.00%
RENT - PREMISES	186,122	219,264	405,386	11.49%
RENT - EQUIPMENT	1,490		1,490	0.04%
REPAIRS AND MAINTENANCE	5,661		5,661	0.16%
UNCAPITALIZED EQUIPMENT	84,290	(41,387)	42,903	1.22%
OPERATING SUPPLIES	4,631		4,631	0.13%
UTILITIES	-		-	0.00%
TELEPHONE	43,645		43,645	1.24%
TAXES AND LICENSES	3,803		3,803	0.11%
AUTO - OPERATIONS EXPENSE	58,541	(10,329)	48,212	1.37%
INSURANCE	70,749		70,749	2.01%
BUSINESS EXPENSE/OFFICE EXPENSE	74,439	(55,829)	18,610	0.53%
BUSINESS MEALS	10,613		10,613	0.30%
DONATIONS	5,300	(5,300)	-	0.00%
RECRUITING	66,292		66,292	1.88%
OUTSIDE SERVICES-IT SUPPORT	195,207	(109,558)	85,650	2.43%
TRAINING	12,805		12,805	0.36%
DUES AND SUBSCRIPTIONS	7,277		7,277	0.21%
POSTAGE/DELIVERY	2,971		2,971	0.08%
PRINTING	(2,596)		(2,596)	-0.07%
PROFESSIONAL FEES	50,294	(33,771)	16,523	0.47%
BAD DEBTS	-		-	0.00%
LEGAL	-		-	0.00%
BANK CHARGES	3,737		3,737	0.11%
TRAVEL	14,215		14,215	0.40%
<b>TOTAL GENERAL OVERHEAD</b>	<u>2,270,128</u>	<u>(211,010)</u>	<u>2,059,118</u>	<b>58.37%</b>
<b>TOTAL INDIRECT COSTS</b>	<u>\$ 6,069,659</u>	<u>\$ (211,010)</u>	<u>\$ 5,858,649</u>	<u>166.07%</u>
<b>PERCENTAGE OF DIRECT LABOR</b>			<b>166.07%</b>	

**Note 1**

Description	FAR	Comments
INCENTIVE COMPENSATION	31.205-6(m)	
BUSINESS DEVELOPMENT EXPENSE		Prepays
AMORTIZATION	31.205-49	Goodwill is unallowable
RENT - PREMISES		Prepaid rent
UNCAPITALIZED EQUIPMENT		Prepays
AUTO - OPERATIONS EXPENSE	31.205-46(d)	
BUSINESS EXPENSE/OFFICE EXPENSE	31.205-46(a) & 31.205-46(b)	
DONATIONS	31.205-8	
OUTSIDE SERVICES-IT SUPPORT		Prepays
PROFESSIONAL FEES	31.205-47	



December 10, 2021

To: Mark Thomas  
From: Q3 Consulting

**Ref: Prevailing Wage for Nuevo Road Bridge over San Jacinto River Project**

Q3 Consulting does not perform the types of services that would be subject to prevailing wage requirements. As it does not have employees performing such services it does not have a specific policy with respect to those classifications. If Q3 Consulting were to perform services subject to prevailing wage requirements, it would comply with those requirements.

A handwritten signature in blue ink, appearing to read 'John McCarthy', is positioned above the printed name.

John McCarthy, P.E., CFM  
Principal

**EXHIBIT 10-H1 COST PROPOSAL (Page 1 of 3)**  
**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**  
**(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)**

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

Consultant Earth Mechanics, Inc.  
Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_ Date 1/26/2022

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	Alahesh Thurairajah	140	\$ 73.00	\$ 10,220.00
Senior Engineer	Michael Hoshiyama	212	\$ 58.50	\$ 12,402.00
Senior Project Geologist	Michael Hoshiyama	130	\$ 51.50	\$ 6,695.00
Senior Technician	Kiat Kaekul	104	\$ 45.50	\$ 4,732.00
Senior Staff Engineer	Pratha Ragavan	120	\$ 41.00	\$ 4,923.40
Total Hours		706		\$ -

**LABOR COSTS**

a) Subtotal Direct Labor Costs \$ 38,972.40  
 b) Anticipated Salary Increases (see page 2 for sample) \$ 1,948.62  
**c) TOTAL DIRECT LABOR COSTS [(a)+(b)]** \$ 40,921.02

**INDIRECT COSTS**

d) Fringe Benefits (Rate 88.05%)  
 f) Overhead (Rate 90.91%)  
 h) General and Administrative (Rate 0.00%)  
 e) **TOTAL FRINGE BENEFITS [(c) x (d)]** \$ 36,030.96  
 g) Overhead [(c) x (f)] \$ 37,201.30  
 i) Gen & Admin [(c) x (h)] \$ -  
**j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ 73,232.26

**FIXED FEE**

k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee:** 10.00% \$ 11,415.33

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

Description of Item	Quantity	Unit	Unit Cost	TOTAL
Mileage Costs	1632	Miles	\$0.560	\$913.92
Equipment Rental and Supplies				\$0.00
Well Permits				\$0.00
Plans Sheets				\$0.00
Other ODCs - list specific costs				\$0.00

**l) TOTAL OTHER DIRECT COSTS** \$913.92

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

Drill Rig Rental	\$29,260.00
Traffic Control	\$3,300.00
Soil Cutting Contaminants Testing	\$4,480.00
Soil Cuttings (drums) disposal	\$1,890.00

**m) TOTAL SUBCONSULTANTS' COSTS** \$38,930.00

**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** \$39,843.92

**TOTAL COST [(c) + (j) + (k) + (n)]** \$ 165,412.53

**Notes:**

- Key personnel **must** be marked with an asterisk (\*) and employees that are subject to prevailing age 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)**  
**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**  
**(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)**

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

Direct Labor <u>Subtotal</u> Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	<b>5 year Contract Duration</b>
\$ 38,972.40 /	706	= \$ 55.20	Year 1 avg Hourly rate

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

	Average hourly rate		Proposed Escalation			
Year 1	\$ 55.20	+	5%	=	\$ 57.95	Year 2 Avg Hourly Rate
Year 2	\$ 57.95	+	5%	=	\$ 60.85	Year 3 Avg Hourly Rate
Year 3	\$ 60.85	+	5%	=	\$ 63.90	Year 4 Avg Hourly Rate
Year 4	\$ 63.90	+	5%	=	\$ 67.09	Year 5 Avg Hourly Rate
Year 5	\$ 67.09	+	5%	=	\$ 70.44	Year 6 Avg Hourly Rate

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

	Estimated % Completed Each year		Total Hours Per Cost Proposal		Total Hours per Year	
Year 1	27.1%	*	706.083	=	191.0	Estimated Hours Year 1
Year 2	57.9%	*	706.083	=	409.2	Estimated Hours Year 2
Year 3	10.0%	*	706.083	=	70.6	Estimated Hours Year 3
Year 4	0.0%	*	706.083	=	0.0	Estimated Hours Year 4
Year 5	5.0%	*	706.083	=	35.3	Estimated Hours Year 5
Year 6	0.0%	*	706.083	=	0.0	Estimated Hours Year 6
Total	100.0%		Total	=	706.1	

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

	Avg Hourly Rate (Calculated above)		Estimated hours (Calculated above)		Cost Per Year	
Year 1	\$ 55.20	*	191.0	=	\$ 10,542.31	Estimated Hours Year 1
Year 2	\$ 57.95	*	409.2	=	\$ 23,713.45	Estimated Hours Year 2
Year 3	\$ 60.85	*	70.6	=	\$ 4,296.71	Estimated Hours Year 3
Year 4	\$ 63.90	*	0.0	=	\$ -	Estimated Hours Year 4
Year 5	\$ 67.09	*	35.3	=	\$ 2,368.56	Estimated Hours Year 5
Year 6	\$ 70.44	*	0.0	=	\$ -	Estimated Hours Year 6
			Total Direct Labor Cost with Escalation =		\$ 40,921.02	
			Direct Labor Subtotal before Escalation =		\$ 38,972.40	
			Estimated Total of Direct Labor Salary Increase =		\$ 1,948.62	Transferred to page 1

**Notes:**

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

**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 State 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 non-compliant with the Federal and State requirements are not eligible for reimbursement

**Prime Consultant or Subconsultant Certifying:**

Name: Alahesh Thurairajah, PE, GE Title\*: Principal

Signature:  Date of Certification (mm/dd/yyyy): 1/26/2022

Email: [A.Thurairajah@earthmech.com](mailto:A.Thurairajah@earthmech.com) Phone Number: 714-751-3826

Address: 17800 Newhope Street, Suite B, Fountain Valley, CA 92708

\* 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 of services the consultant is providing under the proposed contract:

<p>541330 - Geotechnical Engineering</p> <p>541380 - Laboratory Testing</p>
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