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



ITEM: 3.28 (ID # 19106)

**MEETING DATE:** 

Tuesday, June 14, 2022

FROM: TLMA-TRANSPORTATION:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION: Approval of the Consulting Services Agreement by and between the County of Riverside and Biggs Cardosa Associates, Inc. for the Gilman Springs Road Over Potrero Creek Bridge Replacement Project. Fiscal Years 21/22-29/30. District 3. [\$2,084,793 Total Cost – Federal Highway Bridge Program 88.53%, HUTA Gas Tax Funds 11.47%]

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

1. Approve the Consulting Services Agreement by and between the County of Riverside and Biggs Cardosa Associates, Inc. for the Gilman Springs Road Over Potrero Creek Bridge Replacement Project in the amount of \$2,084,792.92 through August 30, 2029, and authorize the Chair of the Board to execute the same.

**ACTION:Policy** 

ark Lancaster, Director of Transportation 5/20/2022

#### MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Washington and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes:

Jeffries, Spiegel, and Washington

Nays:

None

Absent:

Perez and Hewitt

Date:

June 14, 2022

XC:

Transportation

3.28

Kecia R. Harper

Clerk of the Board

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

FINANCIAL DATA	DATA Current Fiscal Year: Next Fiscal Years:		Total Cost:	Ongoing Cost	
COST	\$ 50,000	\$ 500,000	\$ 2,084,793	\$ 0	
NET COUNTY COST	\$0	\$0	\$0	\$ 0	
SOURCE OF FUNDS	: Federal Highway Bri	Budget Adjustment: No			
(HBP) (88.53%), HUTA There are no General Fu	• • •	For Fiscal Year: 21/	22-29/30		

C.E.O. RECOMMENDATION: Approve

## BACKGROUND:

**Summary** 

The County of Riverside (County) is proposing to replace the Gilman Springs Road over Potrero Creek Bridge. The 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 Gilman Springs Road Bridge over Potrero Creek.

The existing Gilman Springs Road Bridge is approximately 47 feet long and 39 feet wide. The bridge was originally built in 1926, and it was partially reconstructed in 1949. This bridge is also susceptible to scour during heavy rain events.

The bridge is listed in the Federal Eligible Bridge List (EBL) with a sufficiency rating (SR) of 58.8 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 or replacement in accordance with the Highway Bridge Program (HBP) guidelines.

The County was able to secure Federal funds from the HBP to initiate the preliminary engineering and environmental phase for this project.

The County will need to retain the services of a consultant engineering firm. 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 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 Biggs Cardosa Associates (Consultant) as the highest ranked firm to provide the necessary environmental and engineering services for this project.

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

County proposes to replace the existing 2-lane Gilman Springs Road Bridge (Br. No. 56C-0523) with a new 2-lane bridge and reconstruct the connecting approach roadways. The Consulting Services Agreement defines the scope and fee to perform the engineering, environmental documentation, and construction support for the Gilman Springs Road Bridge Replacement Project.

Project Number:

C5-0059

#### Impact on Residents and Businesses

The new bridge will be designed in accordance with the latest state of the art seismic and hydraulic design criteria and is expected to improve the safety and reliability of travel.

#### SUPPLEMENTAL:

#### **Additional Fiscal Information:**

Consultant will perform preliminary engineering, environmental clearance, final design, and construction support services for the Gilman Springs Road Bridge Replacement project in the negotiated amount of \$2,084,793. The contract terminates on August 30, 2029.

#### **ATTACHMENTS:**

Agreement Vicinity Map

Jason Farin Principal Management Analyst

6/8/2022

3.28

# **VICINITY MAP**



Contract No.
Termination Date
Amount Authorized

Federal Funding

22-05-003 8/30/2029 \$2,084,793 [⊠]

## **CONSULTING SERVICES AGREEMENT**

for

Gilman Spring Road (Bridge No. 56C523)

over Potrero Creek Bridge Replace Project

Federal Number BRLS 5956(238)

between

**County of Riverside • Transportation Department** 

and

Biggs Cardosa Associates, Inc.



## **Table of Contents**

ARTICLE I INTRODUCTION	3
ARTICLE II CONSULTANT'S REPORTS OR MEETINGS	2
ARTICLE III STATEMENT OF WORK	3
ARTICLE IV PERFORMANCE PERIOD	3
ARTICLE V ALLOWABLE COSTS AND PAYMENTS	3
ARTICLE VI TERMINATION	5
ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS	5
ARTICLE VIII RETENTION OF RECORDS/AUDIT	6
ARTICLE IX AUDIT REVIEW PROCEDURES	6
ARTICLE X SUBCONTRACTING	8
ARTICLE XI EQUIPMENT PURCHASE	9
ARTICLE XII STATE PREVAILING WAGE RATES	10
ARTICLE XIII CONFLICT OF INTEREST	10
ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION	11
ARTICLE XV PROHIBITION OF EXPENDING COUNTY STATE OR FEDERAL FUNDS FOR LOBBYING.	11
ARTICLE XVI STATEMENT OF COMPLIANCE	12
ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION	13
ARTICLE XVIII FUNDING REQUIREMENTS	
ARTICLE XIX CHANGE IN TERMS	14
ARTICLE XX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION	
ARTICLE XXI CONTINGENT FEE	
ARTICLE XXII DISPUTES	16
ARTICLE XXIII INSPECTION OF WORK	
ARTICLE XXIV SAFETY	
ARTICLE XXV INDEMNIFICATION AND INSURANCE	
ARTICLE XXVI OWNERSHIP OF DATA	
ARTICLE XXVII CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR	23
ARTICLE XXVIII CONFIDENTIALITY OF DATA	24
ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION	24
ARTICLE XXX LEGAL COMPLIANCE	
ARTICLE XXXI EVALUATION OF CONSULTANT	25
ARTICLE XXXII RETENTION OF FUNDS	25
ARTICLE XXXIII NOTIFICATION	25
ARTICLE XXXIV. CONTRACT	26
ARTICLE XXXV APPROVALS	27
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

## Gilman Springs Road Bridge Replacement

Maximum Hour Rates	D1
Caltrans Local Assistance Procedures Manual: Exhibit 1	0-02 Consultant Contract DRF Commitment F1

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A.	This Consultant Services Agreement ("Agreement") is entered into this day of,
	20, by and between COUNTY OF RIVERSIDE, a political subdivision of the State of California,
	hereinafter referred to as "COUNTY", and Biggs Cardosa Associates, 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:

Eric Pheifer PE

Located at:

500 S. Main Street Suite 1200

Orange, CA 92868

The COUNTY's Contract Administrator for COUNTY shall be:

Cesar Tolentino PE

Located at:

County Administrative Center

County of Riverside Transportation Department

4080 Lemon Street: 8th Floor

Riverside, CA 92502-1629

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 Periods;

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

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ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

A. To ensure understanding and performance of the contract objectives, meetings between COUNTY, AGENCIES, and CONSULTANT shall be held as often as deemed necessary (typically at least monthly). All work objectives, CONSULTANT's work schedule, the terms of the contract and any other related issues will be discussed and/or resolved. CONSULTANT shall keep minutes of meetings and distribute copies of minutes as appropriate. Progress reporting shall conform with the contract administration requirements of the COUNTY's

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 otherwise expressly so provided.
- H. COUNTY is designated as the lead agency for PROJECT and is working cooperatively with other agencies in the effort to complete the PROJECT.
- Other public agencies that may be involved with the PROJECT including, but not limited to cooperative, funding, reviewing, regulatory or operating agencies are listed below and will hereinafter be collectively referred to as the "AGENCIES".
  - Federal Highway Administration (FHWA)
  - Caltrans
  - Riverside County Departments
  - Utility Companies
  - Regulatory Agencies including
  - U.S. Army Corps of Engineers (USACE)
  - U.S. Fish and Wildlife Service (USFWS)
  - California Department of Fish and Wildlife (CDFW)
  - Regional Water Quality Control Board (RWQCB)
  - Riverside County Flood Control & Water Conservation District (RCFC & WCD)
  - State Historic Preservation Office (SHPO)
  - Southern California Air Quality Management District (SCAQMD)

Consulting Services Manual including providing updated copies of the following documents at each project coordination meeting.

- Meeting Agendas
- Meeting Sign-in Sheets
- Meeting Minutes (prior meeting)
- · Action Items Tracking List
- Deliverables Tracking List
- Schedule Summary
- B. CONSULTANT's Project Manager shall meet with COUNTY's Contract Administrator, as needed, which could be as often as monthly, to discuss progress on the contract.

#### ARTICLE III STATEMENT OF WORK

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

#### ARTICLE IV PERFORMANCE PERIOD

- A. This contract shall go into effect on \_\_\_\_\_\_contingent upon approval by COUNTY, and CONSULTANT shall commence work after notification to proceed by COUNTY'S Contract Administrator. The contract shall end on 8/30/2029, unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.
- C. Services provided under this contract may be performed in separate Milestones or Phases. The sequencing and scheduling of these Milestones or Phases is set forth in Attachment B, Schedule of Services, which is attached hereto and incorporated herein by reference.

#### ARTICLE V ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this contract will be based on actual cost plus a fixed fee. COUNTY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in Attachment C, the CONSULTANT's Compensation

Plan, which is attached hereto and incorporated herein by reference, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in the Compensation Plan. In the event, that COUNTY determines that a change to the work from that specified in the Contract is required, the contract time or actual costs reimbursable by COUNTY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Article V.H shall not be exceeded, unless authorized by contract amendment.

- B. In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of \$62,932,12. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the Compensation Plan.
- D. When milestone or phase cost estimates are included in the Compensation Plan, CONSULTANT shall obtain prior written approval for a revised milestone or phase cost estimate from the COUNTY's Contract Administrator before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs.
  A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- F. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.
- G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's Contract Administrator of itemized invoices. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each Milestone or Phase and each project as applicable. Invoices shall follow the format stipulated for the Compensation Plan using the Project-specific & Multi-phase Contract Invoice templates provided in the COUNTY Consulting Services Manual and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60

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- calendar days after completion of CONSULTANT's work. Invoices shall be mailed to COUNTY's Contract Administrator at the address provided in Article I.B.
- H. The total amount payable by COUNTY including the fixed fee shall not exceed \$2,084,792.92.
- Salary increases will be reimbursable if the new salary is within the salary range identified in the Compensation Plan and is approved by COUNTY's Contract Administrator.
- J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.
- K. The services included under the terms of this contract are funded in whole or in part as noted below:

Federal funds:

□ are included

#### ARTICLE VI TERMINATION

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

#### ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to COUNTY.

#### ARTICLE VIII RETENTION OF RECORDS/AUDIT

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

#### ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by COUNTY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by COUNTY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. Audit Terms and Conditions if the amount shown in Article V.H is greater than \$150,000 and less than \$3,500,000.
  - CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by

COUNTY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

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

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

- 1. During a Caltrans' review of the ICR audit work papers created by the CONSULTANT's independent CPA, Caltrans will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY will reimburse the CONSULTANT at a provisional ICR until a FAR compliant ICR {e.g. 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines} is received and approved by A&I. Provisional rates will be as follows:
  - a. If the proposed rate is less than 150% the provisional rate reimbursed will be 90% of the proposed

rate.

- b. If the proposed rate is between 150% and 200% the provisional rate will be 85% of the proposed rate.
- c. If the proposed rate is greater than 200% the provisional rate will be 75% of the proposed rate.
- 2. If Caltrans is unable to issue a cognizant letter per Article IX.E.1. above, Caltrans may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
- 3. If the CONSULTANT fails to comply with the provisions of this Article IX.E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth in Article IX.E.1. above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this contract.
- 4. CONSULTANT may submit to COUNTY final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this contract has been completed to the satisfaction of LOCAL AGENCY; and, (3) Caltrans has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO COUNTY no later than 60 days after occurrence of the last of these items.

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

#### ARTICLE X SUBCONTRACTING

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between COUNTY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from COUNTY'S obligation to make payments to the CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and

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28 29 no portion of the work pertinent to this contract shall be subcontracted without written authorization by COUNTY's Contract Administrator, except that, which is expressly identified in the Compensation Plan.

- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by COUNTY.
- D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by COUNTY's Contract Administrator prior to the start of work by the subconsultant(s).

#### ARTICLE XI EQUIPMENT PURCHASE

- A. Prior authorization in writing, by COUNTY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Compensation Plan and exceeding \$5,000 prior authorization by COUNTY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY." 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

#### ARTICLE XII STATE PREVAILING WAGE RATES

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

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See http://www.dir.ca.gov.
- When all of the work performed by CONSULTANT is performed by crafts not affected by state labor laws or are not contemplated for use, the State of California's General Prevailing Wage Rates are not applicable to this contract.
  - Note: The Federal "Payment of Predetermined Minimum Wage" applies only to federal-aid construction contracts.

#### ARTICLE XIII CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project, CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no

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subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

#### ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

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

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

shall certify and disclose accordingly.

#### ARTICLE XVI STATEMENT OF COMPLIANCE

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

- B. During the performance of this Contract, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious, national origin, ethnic group identification, age, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), genetic information, marital status, or sexual orientation. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- C. The CONSULTANT shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation Title 49 Code of Federal Regulations, Part 21 Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. The CONSULTANT, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of

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materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

#### ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

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

#### ARTICLE XVIII FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to COUNTY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or COUNTY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

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

#### ARTICLE XIX CHANGE IN TERMS

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. All modifications that do not fit within the definition of a minor modification shall be considered a major change and must be approved by amendment.
- C. Minor modifications are changes or additions to the services being provided as defined in Article IV Statement of Work but that are consistent with and needed to complete the contracted services and do not require an increase in the total amount payable by COUNTY as provided in Article V.H and does not reduce the budget allowed for any subconsultant classified in this Agreement as a DBE. Minor modifications are approved as follows:
  - Shifting of budget and/or work between tasks within a single Milestone or Phase is allowable without authorization by COUNTY.
  - Shifting of budget and/or work between different Milestones or Phases may be approved by execution of a Administrative Budget Modification by both CONSULTANT and COUNTY in accordance with the procedures specified in the COUNTY Consulting Services Manual.
- D. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by COUNTY's Contract Administrator.
- E. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed as Key Personnel in the approved Scope of Services, which is a part of this contract without prior written approval by COUNTY's Contract Administrator.

#### ARTICLE XX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- If Article V.K identifies that Federal funds are used, in whole or in part, to fund the services performed under this contract then compliance with the provisions of Article XX as described below is required. If Article V.K identifies that services are not funded in whole or in part with Federal funds than compliance with the requirements of Article XX is not required.
- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

- B. The goal for DBE participation for this contract is 12.5%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as COUNTY deems appropriate.
- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of Article XX.
- E. A DBE firm may be terminated only with prior written approval from COUNTY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting COUNTY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the, contract is commensurate with the work it is actually performing, and other relevant factors.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than

would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

- consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the COUNTY's Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the COUNTY's Contract Administrator.
- K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within 30 days.

#### ARTICLE XXI CONTINGENT FEE

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

#### **ARTICLE XXII DISPUTES**

A. In the event CONSULTANT considers any work demanded of him to be outside the requirements of the

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upon receipt of such order, instruction or decision, ask for a written confirmation of the same whereupon he shall proceed without delay to perform the work or to conform to the order, instruction, or decision; but unless CONSULTANT finds such order, instruction, or decision satisfactory, he shall within 20 days after receipt of same, file a written protest with COUNTY stating clearly and in detail his objections and reasons therefore. Except for such protests or objections as are made of record in the manner specified and within the time stated herein, and except for such instances where the basis of a protest could not reasonably have been foreseen by CONSULTANT within the time limit specified for protest, CONSULTANT hereby waives all grounds for protests or objections to the orders, instruction, or decisions of COUNTY and hereby agrees that, as to all matters not included in such protests, the orders, instructions and decisions of COUNTY will be limited to matters properly falling within COUNTY's authority.

Agreement, or if he considers any order, instruction, or decision of COUNTY to be unfair, he shall promptly

- B. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of COUNTY's Contract Administrator and Director of Transportation or designee, who may consider written or verbal information submitted by CONSULTANT.
- C. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by COUNTY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- D. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

#### ARTICLE XXIII INSPECTION OF WORK

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

#### ARTICLE XXIV SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by COUNTY Safety Officer and other COUNTY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, COUNTY has determined that such

areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. In the event CONSULTANT performs trenching of five feet or deeper in the performance any service provided under this Agreement, CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

#### ARTICLE XXV INDEMNIFICATION AND INSURANCE

#### A. Basic Indemnity

- 1. To the fullest extent permitted by applicable law, CONSULTANT agrees to defend (through legal counsel reasonably acceptable to COUNTY), indemnify, and hold harmless the County of Riverside, its Agencies, Districts, Departments and Special Districts, Board of Supervisors, elected and appointed officials, and each of their respective directors, members officers, employees, agents, volunteers and representatives ("Indemnitees") and each of them from any and all Losses that arise out of or relate to any act or omission constituting ordinary and not professional negligence (including, without limitation, negligent breach of contract), recklessness, or willful misconduct on the part of CONSULTANT or its subconsultants or their respective employees, agents, representatives, or independent contractors.
- 2. "Losses" shall mean any and all economic and non-economic losses, costs, liabilities, claims, damages, actions, judgements, settlements and expenses, including, without limitation, full and actual attorney's fees (including, without limitation, attorney's fees for trial and on appeal), expert and non-expert witness fees, arbitrator and arbitration fees and mediator and mediation fees.3.CONSULTANT further agrees to and shall indemnify and hold harmless the Indemnitees from all liability arising from suits, claims, demands, actions, or proceedings made by agents, employees or subcontractors of CONSULTANT for salary, wages, compensation, health benefits, insurance, retirement or any other benefit not explicitly set forth in this contract and arising out of work performed for COUNTY pursuant to this contract. The Indemnitees shall be entitled to the defense and indemnification provided for hereunder regardless of whether the Loss is in

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28 29 part caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of Paragraph B. below.

#### B. Indemnity for Design Professional Services

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

provisions identical to those set forth in this section from each and every Subconsultant, of every Tier.

- 4. CONSULTANT's indemnification obligations under this Agreement shall not be limited by the amount or type of damages, compensation or benefits payable under any policy of insurance, workers' compensation acts, disability benefit acts or other employee benefit acts.
- 5. The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and consultant costs in pursuing or enforcing their right to defense and/or indemnification under this Agreement.

#### **B. INSURANCE**

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

#### Workers' Compensation:

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

#### 2. Commercial General Liability:

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

#### Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then

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

#### 4. Professional Liability

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

#### 5. General Insurance Provisions - All lines:

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b. The CONSULTANT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONSULTANT'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- c. CONSULTANT shall cause CONSULTANT'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of

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

- d. It is understood and agreed to by the parties hereto that the CONSULTANT'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONSULTANT has become inadequate.
- f. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subconsultants working under this Agreement.
- g. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

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

#### ARTICLE XXVI OWNERSHIP OF DATA

- A. Ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in COUNTY; and no further agreement will be necessary to transfer ownership to COUNTY. CONSULTANT shall furnish COUNTY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machinereadable form, are intended for one-time use in the construction of the project for which this contract has been entered into. CONSULTANT acknowledges that the plans, drawings and/or other work products may be used by COUNTY for the PROJECT regardless of any disputes that may develop between CONSULTANT and COUNTY. All plans, drawings, or other work product shall be deemed the sole and exclusive property of COUNTY to be used as desired by COUNTY, and ownership thereof is irrevocably vested in COUNTY whether the PROJECT is implemented or not.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by COUNTY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by COUNTY of the project documentation on other projects, for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA and COUNTY shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

#### ARTICLE XXVII CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR

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

depositions and at trial or arbitration proceedings.

- B. CONSULTANT's personnel that COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from COUNTY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.
- C. Services of CONSULTANT's personnel in connection with COUNTY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.

#### ARTICLE XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to COUNTY's operations, which are designated confidential by COUNTY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by COUNTY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or COUNTY's actions on the same, except to COUNTY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by COUNTY, and receipt of COUNTY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than COUNTY.

#### ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

Board.

#### ARTICLE XXX LEGAL COMPLIANCE

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

#### ARTICLE XXXI EVALUATION OF CONSULTANT

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

#### **ARTICLE XXXII RETENTION OF FUNDS**

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.
- B. COUNTY will withhold the last 10 percent of the budget for preparation of the final PS&E documents. The 10 percent retainage is to be held after 90% of the PS&E phase has been billed and is not to be deducted from each invoice. The amount retained will be paid to CONSULTANT after COUNTY has approved CONSULTANT's PS&E documents. The CONSULTANT, or subconsultant, shall return all monies withheld in retention from a subconsultant within thirty (30) days after receiving payment. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over thirty (30) days may take place only for good cause and with the COUNTY's prior written approval. Any violation of this provision shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the CONSULTANT, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

#### **ARTICLE XXXIII NOTIFICATION**

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed to the CONSULTANT's Project Manager and COUNTY's Contract Administrator at the

respective addresses provided in Article I.B.

#### ARTICLE XXXIV. CONTRACT

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

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

### Gilman Springs Road Over Potrero Creek Bridge Replacement Project

1	ARTICLE XXXV APPROVALS	
2	COUNTY Approvals	CONSULTANT Approvals
3	RECOMMENDED FOR APPROVAL:	CONSULTANT:
4 5	1110	DocuSigned by:
6	Mull January Dated: 5.25-22	Con mole Lab 5/24/2022
7	Mark Lancaster	Roy Schnabel
8	Director of Transportation	PRINTED NAME  Principal/President
9		TITLE
10	APPROVED AS TO FORM:	DocuSigned by:  Michael Thomas 5/24/2022
11	County Counsel	Dated: Michael Thomas
12	* Du-	PRINTED NAME
13	Dated: <u>5/27/2022</u>	Principal
14	By Deputy	
15		
16	APPROVAL BY THE BOARD OF SUPERVISORS	
17	<i>!</i>	
18	Jeff Heur Dated JUN 1 4 2022	
19	JEFF HEWITT	
21	Chairman, Riverside County Board of Supervisors	
22	Onamically revolute opening board of capervisors	
23	ATTEST:	
24		
25		
26	Zuly Marty Dated: JUN 1 4 2022	
27	KECIA HARPER-	
28	Clerk of the Board (SEAL)	
29		

# MINUTES OF ANNUAL MEETING OF THE BOARD OF DIRECTORS OF BIGGS CARDOSA ASSOCIATES, INC.

December 17, 2020

The annual meeting of the Board of Directors of Biggs Cardosa Associates, Inc., a California corporation ("Company"), was held on December 17, 2020, at 865 The Alameda, San Jose, California 95126.

The following directors, constituting a quorum of the Board of Directors, were present at the meeting:

Stephen A. Biggs Mark A. Cardosa Mahvash M. Harms Michael A. Thomas Daniel B. Devlin

Roy M. Schnabel (present for a portion of the Board of Directors meeting)

#### **Notice**

Notice was given to each director in accordance with the California General Corporation Law and the Company's Bylaws, or was not required, or was waived or consented to by the directors, and/or no director objected to any lack or inadequacy of notice of the meeting and all directors above fully participated in the meeting as set forth below.

#### **Chairperson and Secretary**

Stephen Biggs, the Company's President and Treasurer, presided as Chair of the meeting and Mark Cardosa, the Company's Secretary and an Executive Vice-President, recorded the minutes as Secretary of the meeting.

#### Call to Order and Quorum

The identities of all directors and other authorized participants were verified as true. During the meeting, each participating director could communicate with each other concurrently, and each director was able to participate in all matters before the Board. All Board actions or votes were taken or cast only by directors.

A quorum of the Board of Directors being present as noted above, the Chairperson called the meeting to order.

#### **Election of Officers**

The Chairman stated that the election of officers by the Board of Directors was in order.

The Board then proceeded to nominate officers of the Company. The Chairman made the following nominations, which were seconded by Mahvash Harms:

Stephen A. Biggs President and Treasurer

Mark A. Cardosa Secretary and Executive Vice President

Daniel B. Devlin Vice President Vice President Mahvash M. Harms

**Executive Vice President** Roy M. Schnabel

Vice President Michael A. Thomas

No further nominations were made, and the persons named above were unanimously elected to the offices set forth opposite their respective names, to hold such offices in accordance with the Bylaws of the Company.

#### **Authority to Sign Contracts**

The subject of authorizing other officers of the Company to negotiate, enter into, and execute work/project related contracts on behalf of the Company was discussed. Michael Thomas moved, and Dan Devlin seconded, the following motion:

- Michael Thomas, Dan Devlin, Roy Schnabel and Mahvash Harms shall be authorized to negotiate, enter into, and execute on behalf of the Company work/project related service agreements with clients in the ordinary course of the Company's business, with no specific aggregate dollar limitation
- Tom Swayze shall be authorized to negotiate, enter into, and execute on behalf of the Company work/project related service agreements with clients in the ordinary course of the Company's business, with an aggregate value for each client of up to \$1,000,000; and
- Kathleen Dillon and Ron Oen shall be authorized to negotiate, enter into and execute on behalf of the Company work/project related service agreements with clients in the ordinary course of the Company's business, with an aggregate value for each client of up to \$500,000.

After discussion, the Board unanimously approved the motion.

#### **Adjournment**

There being no further business to come before the meeting, the Chairperson moved, Michael Thomas seconded, and the Board unanimously voted to adjourn the meeting.

Dated: <u>April 20,</u> , 2021 <u>Mark A. Cardosa, Secretary</u>

# **Certification of Secretary**

I, Mark Cardosa, hereby certify that:

I am the Secretary of Biggs Cardosa Associates, Inc., a California corporation ("Company"); and

The foregoing Minutes of Annual Meeting of the Board of Directors of the Company, consisting of three pages, are a true and correct copy of the minutes of the annual meeting of the

Board of Directors of the Company held on December 17, 2020. In Witness Whereof, I have hereunto set my hand this 20th day of April 20\_21\_. Mark a. Cardosa Mark A! Caldosa, Secretary and Director ATTEST: OC2STEPREMCA. Biggs, Director Malwash M. Harms - POF Many ash M. Harms, Director DocuSigned by: Michael Thomas -968/Whithat A. Thomas, Director

DocuSigned by: Daniel B. Devlin

-80E Daniel B. Devlin, Director

# ATTACHMENT A • SCOPE OF SERVICES

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2	TABLE OF CONTENTS	
3	ARTICLE AI • INTRODUCTION	4
4	A. DESCRIPTION	4
5	B. LOCATION	5
6	C. COORDINATION	5
7	D. PHASES	5
8	E. STANDARDS	6
9	F. QUALITY CONTROL	8
10	G. KEY PERSONNEL	9
11	H, COUNTY RESPONSIBILITIES	9
12	I. CONTRACT DELIVERABLES	10
13	ARTICLE All • SERVICES TO BE PROVIDED	11
14	1.0. PROJECT MANAGEMENT	11
15	1.1. PROJECT MANAGEMENT	12
16	1.2. QUALITY CONTROL AND QUALITY ASSURANCE (QC/QA)	12
17	PHASE I – PRELIMINARY ENGINEERING AND ENVIRONMENTAL CLEARANCE	13
18	2.0. RESEARCH AND DATA GATHERING	13
19	2.1. COLLECT AND REVIEW EXISTING INFORMATION	13
20	2.2. CONDUCT FIELD REVIEW	13
21	3.0. PRELIMINARY ENGINEERING	13
22	3.1, FINAL RETROFIT STRATEGY REPORT	13
23	3.2. TRAFFIC STUDIES	13
24	3.3. PRELIMINARY UTILITY RESEARCH AND UTILITY BASE MAP	15
25	3.4. PERMITS	16
26	3.5. SURVEYING AND RIGHT OF WAY BASE MAPPING (BY COUNTY)	16
27	3.6. PRELIMINARY GEOTECHNICAL	16
28	3.7. RIGHT OF WAY REQUIREMENT MAP	19
29	3.8. PRELIMINARY ROADWAY AND GEOMETRIC PLANS	19

Gilman	Springs	Road	Bridge	Replacement
Omman.	Opiniqu	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Dilago	1 (CDIGCCIIICII

1	3.9.	STAGE CONSTRUCTION DESIGN	20					
2	3.10.	STRUCTURE ADVANCE PLANNING STUDY						
3	3.11.	HYDROLOGIC, HYDRAULIC AND SCOUR STUDIES21						
4	3.12.	PRELIMINARY (15%) ROADWAY PLANS	21					
5	3.13.	PRELIMINARY HYRDOLOGY / DRAINAGE REPORT AND TRANSPORTATION	PROJECT					
6		GUIDANCE	21					
7	3.14.	ADVISORY AND MANDATORY FACT SHEETS	22					
8	3,15.	PRELIMINARY ENGINEERING REPORT	22					
9	4.0. EN	VIRONMENTAL STUDIES AND DOCUMENTATION	22					
10	4.1:	PROJECT INITIATION	22					
11	4.2.	PRELIMINARY ENVIRONMENTAL STUDY (PES)	23					
12	4.3.	TECHNICAL STUDIES	24					
13	4.4.	ENVIRONMENTAL DOCUMENT	33					
14	5.0. PH	ASE II – PLANS, SPECIFICATIONS AND ESTIMATES	36					
15	5.1.	GEOTECHNICAL ENGINEERING	36					
16	5.2.	STORM WATER POLLUTION PREVENTION PLAN (SWPPP)	37					
17	5.3.	UTILITY COORDINATION AND RELOCATION DESIGN	38					
18	5.4.	35% DESIGN	40					
19	5.5.	65% PLANS, SPECIFICATIONS & ESTIMATES	41					
20	5.6.	95% PLANS, SPECIFICATIONS & ESTIMATES	43					
21	5.7.	FINAL 100% PLANS AND CONTRACT BID DOCUMENTS	44					
22	5.8.	RIGHT OF WAY LEGAL DESCRIPTIONS AND PLATS (BY COUNTY)	45					
23	5.9.	RIGHT OF WAY APPRAISAL AND ACQUISITION (BY COUNTY)	45					
24	6.0. PEF	RMITTING	45					
25	6.1.	ACOE SECTION 404 NATIONWIDE PERMIT	46					
26	6.2.	RWQCB SECTION 401 WATER QUALITY CERTIFICATION	47					
27	6.3.	CDFW SECTION 1602 STREAMBED ALTERATION AGREEMENT	50					
28	6.4.	COORDINATION AND PROCESSING	50					
29	PHASE III -	- CONSTRUCTION BIDDING AND AWARD SUPPORTS	50					
30	7.1.	ATTEND A PRE-BID MEETING	50					

# Gilman Springs Road Bridge Replacement

BIDDING INTERPRETATIONS, BID REVIEW AND ANALYSIS						. BIDE	7.				
PHASE IV – DESIGN SERVICES DURING CONSTRUCTION						PHAS					
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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 Gilman Springs Road Bridge over Potrero Creek. The existing Gilman Springs Road Bridge is approximately 47 feet long and 39 feet wide. The bridge was originally built in 1926, and it was partially reconstructed in 1949. This bridge also has scour issues. The bridge footings are exposed up to 18 inches due to scour. The structure is given a scour critical rating of "3". The bridge foundation was determined to be unstable for calculated scour conditions. Although the scour critical rating does not influence the Sufficiency Rating (SR) calculation directly, it is an important safety parameter that provides an insight of the structural stability and the need for scour mitigation measures. A scour critical bridge has high priority to be funded for installation of scour countermeasures or bridge replacement.

The bridge is listed in the Federal Eligible Bridge List (EBL) with a SR of 58.8 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) quidelines.

This PROJECT proposes to replace the existing 2 lane Gilman Springs Road Bridge (Br. No. 56C-0523) with a new 2-lane bridge and reconstruct the connecting approach roadways. The CONSULTANT shall perform professional and technical services that are necessary to prepare a Final Strategy Report including a Bridge Life Cycle Cost Analysis comparing a Seismic Retrofit Alternative to an in kind bridge replacement to justify the total replacement of the Gilman Springs Road bridge. After the approval of the Final Strategy by the State, CONSULTANT shall prepare Alternative Concepts, Environmental Clearance and Documentation, and Preliminary Engineering (35% Plans) necessary to clear the project and secure the permits for construction of the new bridge. CONSULTANT will prepare a technical report documenting all preliminary engineering work performed supporting the environmental documentation. 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 0.5 miles southeast of Sanderson Avenue (SR-79) in Riverside County, California.



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#### C. COORDINATION

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

- Federal Highway Administration (FHWA)
- Caltrans
- County of Riverside Departments
- Utility Companies
- U.S. Army Corps of Engineers (USACE)
- U.S. Fish and Wildlife Service (USFWS)
- California Department of Fish and Wildlife (CDFW)
- Regional Water Quality Control Board (RWQCB)
- Riverside County Flood Control & Water Conservation District (RCFC & WCD)
- Southern California Air Quality Management District (SCAQMD)

# 18 D. PHASES

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

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

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# Phase IV – Construction Support

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

# E. STANDARDS

The Plans, Specifications and Estimates shall be prepared in accordance with current State Department of Transportation (CALTRANS) regulations, policies, procedures, manuals, and standards including compliance with Federal Highway Administration (FHWA) requirements and/or COUNTY Standards as appropriate. Improvements of local roads may be prepared in accordance with COUNTY standards in lieu of CALTRANS standards as directed by the COUNTY PROJECT MANAGER. CONSULTANT will prepare fact sheets for COUNTY approval, documenting the exceptions to mandatory and advisory design standards. All documents shall be prepared using English Standard Units and dimensions.

#### 1. Environmental

Environmental documents and services shall be performed in accordance with CALTRANS Standard Environmental Reference (SER) including requirements of the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) if the project has a Federal nexus.

# 2. Survey

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

# 3. Design

Roadway design shall be in accordance with the current CALTRANS Highway Design Manual and its revisions and/or COUNTY Road Standards as appropriate. Traffic design shall be in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) and the California Supplement. Basic design shall be in accordance with the approved Technical Report and final Environmental Document including any supplements and/or updates. Contract drawings will be developed in Microstation and will generally follow CALTRANS standards, Electronic CADD files will be provided with the Final 100% Plans submittal. At other milestones, contract drawings will be submitted in PDF and/or hardcopy format, as noted in subsequent sections of this Scope of Services.

# 4. Geographical Information System (GIS)

a. "GIS Information" shall include GIS digital files (including the information or data contained therein) and any other information, data, or documentation from COUNTY GIS (regardless of medium or format) that is provided pursuant to this Agreement.

- b. CONSULTANT acknowledges that the unauthorized use, transfer, assignment, sublicensing, or disclosure of the GIS information, documentation, or copies thereof will substantially diminish their value to COUNTY. CONSULTANT acknowledges and agrees that COUNTY GIS information is a valuable proprietary product, embodying substantial creative efforts, trade secrets, and confidential information and ideas. COUNTY GIS information is and shall remain the sole property of COUNTY; and there is no intention of COUNTY to transfer ownership of COUNTY GIS information.
- c. COUNTY GIS information is made available to CONSULTANT solely for use in the normal course of CONSULTANT's business to produce reports, analysis, maps and other deliverables only for this PROJECT and as described within the Scope of Services.
- d. CONSULTANT agrees to indemnify and hold harmless COUNTY, its officers, employees and agents from any and all liabilities, claims, actions, losses or damages relating to or arising from CONSULTANT's use of COUNTY GIS information.
- e. GIS information cannot be used for all purposes; and GIS information may not be complete for all purposes. Additional investigation or research by CONSULTANT into other sources will be required. GIS information is intended only as an information base and is not intended to replace any legal records. COUNTY has used and will continue to use its best efforts to correctly input into COUNTY GIS the information contained in various legal and other records; but COUNTY accepts no responsibility for any conflict with actual legal records or for information not transferred from legal records to COUNTY GIS. COUNTY has attempted to update GIS information as often as is practically feasible. However, CONSULTANT should be aware that GIS information may not be current and changes or additions to the information contained in COUNTY GIS may not yet be reflected in COUNTY GIS.
- f. COUNTY accepts no responsibility for the use of GIS information; and COUNTY provides no warranty for the use of COUNTY GIS or COUNTY GIS information by CONSULTANT. THE WARRANTIES SPECIFICALLY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND SUCH OTHER WARRANTIES ARE HEREBY EXCLUDED.
- g. Final plans, drawings or PROJECT work products will be provided in an electronic format suitable for inclusion within the COUNTY GIS or CADD Systems by CONSULTANT and will contain the appropriate meta data and will be geographically registered using the California State Plane Coordinate System NAD 83.

#### 5. 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 Contract Administrator. All plans, calculations documents and other items submitted to the COUNTY Contract Administrator 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 PROJECT.

Consulting Services Agreement: Attachment A • Scope of Services

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

# G. 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:

of the certificate, and signature of the professional engineer(s) responsible for their preparation.

Assignment	Key Personnel
Principal in Charge	Michael Thomas, PE, SE
Project Manager	Eric Pheifer, PE
Lead Roadway Engineer	Arief Naftali, PE
Lead Structures Engineer	Geoff Dizon, PE
Lead Environmental Planner	Brian Calvert
QA/QC Engineer	Ron Oen, PE

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

# H. COUNTY RESPONSIBILITIES

The following includes tasks to be completed by the COUNTY:

- COUNTY will provide standards, existing plans, and manuals when requested by CONSULTANT and available to COUNTY personnel.
- COUNTY will provide survey and land acquisition services generally as described below:
  - Provide survey controls.
  - Verify that County survey control points are still in place and undisturbed.
  - Provide survey records research, including grant deeds and right-of-way documents in support
     of right-of-way base mapping prepared by COUNTY surveyor.
  - Prepare existing right-of-way and parcel mapping.
  - Coordinate permits for right-of-entry with property owners.
  - Obtain and review title reports, identify easements and encumbrances.

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o Prepare appraisals for temporary and permanent right-of-way and perform appraisal review.

Perform right-of-way negotiations and acquisitions.

Certify new acquired right-of-way.

# I. CONTRACT DELIVERABLES

Based on the deliverables noted within this Scope of Services, the CONSULTANT shall develop a list of deliverables to the COUNTY by CONSULTANT within two weeks of Notice to Proceed. The list shall be updated at monthly Project Development Team meetings. All deliverables will be provided in electronic format (pdf) as identified in this scope of work unless otherwise noted.

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## **ARTICLE All • SERVICES TO BE PROVIDED**

### 1.0. PROJECT MANAGEMENT

## **COORDINATION AND COMMUNICATIONS**

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

# **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 progress reports and earned value analysis reporting actual physical progress and budget status will be provided with every invoice.

Deliverable(s): Monthly Progress Reports and Invoice Packages

#### 1.1. PROJECT MANAGEMENT

Organize, schedule, and chair meetings and conference calls as necessary to provide progress updates, coordinate between technical disciplines, and facilitate overall project communication. The engineering design and environmental team leaders shall attend the PDT meetings as appropriate. Prepare meeting agendas and minutes for all meetings. Agendas for the regularly scheduled meetings shall be distributed to the participants no later than three days ahead of the meeting date. All meeting minutes shall be distributed within two days of the meeting date for review and comments. All meeting minutes shall be finalized within a week of the meeting date including the pertinent updates to the Project Chronology and the Project Submittal Log.

- 1. Kickoff Meeting
- 2. PDT Meetings: Monthly Meeting
- 3. Meetings with Caltrans, as needed
- 4. Public Information Meeting for NEPA and CEQA compliance

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

Assumptions: This scope includes up to 24 PDT meetings, and up to 6 meetings with Caltrans. Up to 1 public meeting is included, and the meeting is assumed to be conducted virtually.

# 1.2. QUALITY CONTROL AND QUALITY ASSURANCE (QC/QA)

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

Deliverable(s): QC/QA Plan

# PHASE I – PRELIMINARY ENGINEERING AND ENVIRONMENTAL CLEARANCE

## 2.0. RESEARCH AND DATA GATHERING

### 2.1. COLLECT AND REVIEW EXISTING INFORMATION

Existing topographic mapping, photos, bridge reports, maintenance reports, right-of-way maps, "as-built" plans, record maps and surveys, study reports, assessor maps, contract documents, and any other data shall be obtained and reviewed.

## 2.2. CONDUCT FIELD REVIEW

A site visit, by all members of the team (including CALTRANS Local Assistance, CALTRANS Environmental, FHWA, and the COUNTY), shall be conducted to obtain information on current conditions, constraints, and potential solutions. CONSULTANT will complete the Field Review paperwork (CALTRANS LAPM Exhibit 7-B) and coordinate with CALTRANS to obtain approval.

#### 3.0. PRELIMINARY ENGINEERING

#### 3.1. FINAL RETROFIT STRATEGY REPORT

CONSULTANT shall perform a detailed seismic analysis of the existing Gilman Springs Road Bridge to determine the vulnerabilities of the existing structure and to develop the appropriate seismic retrofit measures addressing the identified deficiencies. CONSULTANT will develop an in-kind replacement alternative to compare retrofitting concept with the total bridge replacement concept. This effort will be supported with a Bridge Life Cycle Cost Analysis to determine and to justify the feasibility of the total bridge replacement. The results will be summarized in a detailed Final Bridge Retrofit Strategy Report. The Bridge Life Cycle Cost Analysis will be included as an appendix to the Final Retrofit Strategy Report.

# 3.2. TRAFFIC STUDIES

Performing the Traffic Studies as early in the project schedule as possible will be one of the highest priorities together with the preparation of the Final Seismic Retrofit Strategy Report. This is in an attempt to verify and confirm the scope of the Gilman Springs Road Bridge Replacement Project as described in the funding application document for the HBP funds.

CONSULTANT will contact the affected jurisdictions to obtain existing and forecast traffic volumes in the project vicinity. CONSULTANT will supplement this data with 24-hour machine counts. CONSULTANT will assess the proposed construction staging alternatives to ensure that sufficient roadway capacity will be provided to accommodate traffic during construction.

Consulting Services Agreement: Attachment A • Scope of Services

The traffic operations analysis will examine existing and forecast future year conditions in the vicinity of the Gilman Springs Road Bridge. The future year conditions examined will be project opening year and a 20 year horizon in accordance with Caltrans' guidelines. The analysis will include examination of the following locations: Traffic counts will be collected on the Gilman Spring Road Bridge to assess existing conditions. These will be directional volumes collected in 15 minute increments for a period of at least 24 hours. In addition, A.M. and P.M. peak period turn volume counts will be collected at intersections within the immediate vicinity of the bridge to the north and south as deemed necessary. It is anticipated that peak hour counts will be conducted at 6 locations and daily counts will be conducted at 4 locations.

Existing peak hour traffic conditions, levels of service and vehicle miles traveled (VMT) will be assessed for the locations identified for examination. The levels of service will be calculated using Highway Capacity Manual (HCM) methodologies.

Future traffic conditions will be developed using a model accepted by the Southern California Association of Governments (SCAG) Comprehensive Transportation Plan and will be reconciled with the County's Model. It is anticipated that the latest RIVCOM will be used for the analysis. The raw traffic model output for each of these scenarios will be post-processed according to methodologies approved by SCAG and other regional transportation agencies. The post-processing will include a procedure to extrapolate opening year to a 20 year conditions; volumes will be developed for up to three alternatives.

Opening year volumes will be developed by interpolating between existing traffic volumes and 20 year horizon projections.

The resulting opening year and future horizon year roadway and intersection levels of service will be calculated using the HCM analysis methodologies.

Based on the future levels of service, intersection and mid-block lane geometries will be identified to maintain minimum level of service standards.

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

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

## 3.3. PRELIMINARY UTILITY RESEARCH AND UTILITY BASE MAP

CONSULTANT shall perform a utility search on Gilman Springs Road for available as-built plans for the project area. CONSULTANT shall research records for both public and franchise utilities and shall plot the location of all existing facilities. CONSULTANT shall include preparation of a database of utility records indicating the type of utility, owner, drawing number, and other vital information. The identified utility companies shall be sent a letter on County's letterhead requesting information regarding existing and proposed utilities. Using the information obtained, CONSULTANT shall prepare a utility base map which shall be the basis of the Utility Information Sheet. CONSULTANT shall prepare a Utility Information Sheet. The names of all utilities and points of contact shall be developed. A description of the location, existing facility and potential conflicts with the project shall be prepared. Initial research of the area revealed that the following utility companies have facilities within the PROJECT area:

Eastern Municipal Water District (EMWD)

Southern California Edison (SCE) - San Jacinto Region

Southern California Gas (SCG) Distribution

Frontier Communications

Terradex, Inc.

If necessary, CONSULTANT will coordinate with COUNTY and other agencies to arrange for potholing to confirm existing underground facilities. CONSULTANT shall coordinate the use of COUNTY field survey crews to locate potholed utilities by coordinates and elevations based on the project's survey controls. CONSULTANT will prepare potholing exhibits to adequately locate underground utilities, shall enter into a contract with a licensed contractor for the potholing of utilities, and shall ensure that appropriate permits are obtained from all appropriate jurisdictions prior to the start of work.

Contract between the CONSULTANT and the potholing contractor shall require that the Contractor's insurance policies name the CONSULTANT, the COUNTY, and any other affected jurisdictions as additionally insured with respect to the contractor's general liability, excess liability and automobile liability policy. The contractor shall meet the insurance requirements, as set forth elsewhere in this agreement, except that the contractor will not be required to provide professional liability coverage. Review and approval of the Contractor's insurance certificate and endorsements by the COUNTY's representative shall be obtained prior to the start of potholing work.

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

Deliverable(s): Database of Utility Records, Utility Base Map, Utility Information Sheet

Assumptions: Potholing services are not anticipated, but an allowance of up to five (5) potholes has been included should that service become necessary.

## 3.4. PERMITS

CONSULTANT will coordinate with the COUNTY and all required agencies to obtain all required encroachment permits and rights-of-entry needed for Phase I activities. As directed by COUNTY, CONSULTANT shall prepare and submit all permit applications including the necessary exhibits showing the areas of work, and description of tools and methods anticipated. All permit filling fees are to be paid by COUNTY.

# 3.5. SURVEYING AND RIGHT OF WAY BASE MAPPING (BY COUNTY)

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

#### 3.6. PRELIMINARY GEOTECHNICAL

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

Deliverable(s): Preliminary Geotechnical Report

# Fault Desktop Study

At the County's request, the scope of the fault study will be limited to a desktop study that includes data research/compilation, aerial photo analysis, and geologic field mapping. CONSULTANT will review all the existing subsurface data within the project area. This includes reviewing literature on existing fault studies, Alquist-Priolo Earthquake Fault Zone (APEFZ) maps, USGS/CGS publications, and screening for any pre-existing site investigations. Based on the existing data, CONSULTANT will develop preliminary subsurface conditions at the project area.

Aerial photo analysis will then be conducted to verify existing mapped lineaments at the project site. Based on the review of preliminary subsurface conditions compiled using the existing geologic and geotechnical data and aerial photo analysis, a detailed geologic field mapping will be conducted to verify any published fault traces and lineaments identified as part of the aerial photo analysis.

Aerial Photograph Analysis: An aerial photograph investigation for the project site location will provide good preliminary information on the proposed location of the faults within the site area. This task will identify specific fault locations based on surface geomorphologic features created by the faults. Aerial photographs have proven to be an indispensable tool for identifying fault locations. The best aerial photographs for fault analysis in developed environments are "old" photographs. The first aerial photographs that were flown in a systematic grid pattern so as to allow stereographic viewing (i.e. 3-Dimensional) were done in the late 1920s and early 1930s. These old photographs are best because they were taken when the area was not as highly developed as it is today, and, therefore, they generally show the ground surface in a closer-to-natural state than more-recent photographs. This provides clearer evidence of possible surface fault ruptures. As part of this phase of the project, aerial photographs will be purchased as necessary from commercial aerial survey companies and/or from imagery databases at local university libraries.

Geologic Mapping: A geological field "mapping" and site reconnaissance at the project site will be undertaken after the aerial-photograph analysis. The proposed geological mapping will be limited to a reconnaissance level checking because the area is fairly well developed with little access to natural rock exposures. The primary purpose of this effort is to "ground truth" geomorphic anomalies identified on aerial photographs to verify whether they are related to surface faulting.

The site reconnaissance and mapping will consist of the following:

- Checking the aerial photographs lineaments against surface exposures.
- Documentation and mapping of pertinent rock and soil exposures.
- Correlation with existing published regional geologic data and existing data from any previous subsurface investigation near the project site.

Fault Displacement Analysis: In accordance with Caltrans 'Memo to Designers 20-10, a proposed structure crossed by or near a Holocene-active fault must be evaluated for fault rupture and a design fault offset must be determined. To evaluate the surface rupture displacements, the latest Caltrans spreadsheet analysis tool for strike slip faults will be used following a procedure described in Caltrans Geotechnical Manual dated January 2017. There are two basic approaches to fault displacement hazard analyses, (1) deterministic (DFDHA), and

(2) probabilistic (PFDHA). A preliminary estimate on the expected amount of fault displacement will be generated using deterministic approach using the empirical data of Wells and Coppersmith (1994), which relates rupture displacements with earthquake magnitudes from historical earthquakes worldwide. The deterministic evaluation is basically a worst-case scenario estimate.

The probabilistic fault displacement hazard analysis (PFDHA) relates the occurrence of fault displacement to the occurrence earthquakes in much the same manner as is done in a standard probabilistic seismic hazard analysis for ground shaking, or is based on measured displacements and recurrence intervals from a specific site. The PFDHA method would most likely result in smaller design displacement values than the deterministic methods, but would require specific acceptance by the regulating agency and consensus on a design life of the project structures because there are no widely accepted standards. Note, no trenching is proposed as part of this fault study investigation and thus site-specific fault data for the PFDHA may be limited to available information that can be correlated to the project site.

In the event that faults cannot be effectively identified and characterized, or discounted completely, it may become necessary to base design criteria on theoretical or empirical data. Due to the limited scope of this fault study, the design fault displacement will most likely be based on the DFDHA. Caltrans requires using the most conservative displacement data unless site specific data from a more in-depth investigation with trenching can provide actual fault displacement data from the proposed site as a basis for design.

# Fault Rupture Hazard Displacement Analysis Report

A Fault Rupture Hazard Displacement Analysis Report will be prepared to summarize the findings of the fault investigation study completed as part of this phase of work. CONSULTANT will address any review comments resulting from the County of Riverside review and prepare Final report. The report will include text and illustrations summarizing the methods and results of:

- · Literature review,
- Fault conditions relating to the proposed project improvements based on data acquired from research review, aerial photo analysis, field mapping, and all other correlating data,
- Plan view and cross-sectional drawings showing the proposed structures in relation to fault geometries,
   as well as soil and rock type and geotechnical soil conditions,
- Results of the DFDHA and the PFDHA, and
- Seismic Design recommendations.

In addition to the geotechnical aspect of fault rupturing, CONSULTANT will work with the bridge designer to implement the design fault movement in the bridge design. Caltrans Memo to Designer 20-8 describes the narrative of a simpler approach to design ordinary bridges that cross faults, instead of performing nonlinear time history analyses.

Fault Study Limitations: Due to the limited scope of this fault study, the investigation should be considered a cursory study to verify fault locations that have already been mapped. The fault study will be limited as far as providing any qualitative data for design outside of any available pre-existing data. If reasonable estimates of likely fault displacement amounts or the recurrence intervals between surface-rupture events cannot be made with confidence, it may be necessary to base the design values on comparison to what has happened historically on other faults and earthquakes in similar seismotectonic environments. This is a relatively common approach but generally results in very conservative estimates that may require very expensive design.

Also note if additional fault traces are identified as part of the desktop study, further investigation may be recommended in order to appropriately characterize and quantify fault hazard displacement for the proposed bridge design.

#### 3.7. RIGHT OF WAY REQUIREMENT MAP

Based on the Right-of-Way Mapping provided by the COUNTY and the project improvements established during the Preliminary Geometric Plan task, CONSULTANT assumes there will be no additional permanent street easement and temporary construction easements necessary for the construction of the project improvements. Therefore, right-of-way requirements map is not required.

Deliverable(s): None

# 3.8. PRELIMINARY ROADWAY AND GEOMETRIC PLANS

CONSULTANT shall develop up to two horizontal and vertical layout alternatives of the replacement bridge structure based on roadway realignment on Gilman Springs Road. The Geometric design shall delineate the original ground, traveled way, shoulders, cut/fill slopes, known utilities, and existing/proposed right-of-way. The preliminary geometric plans will contain a proposed roadway alignment, roadway plan and profile on a 1" = 20' or 1" = 40' scale on plan view per County standard (1" = 4' vertical on profile) and will contain a title sheet, typical sections and details. The plans will also show limits of construction, project dimensions, and general identification of work as well as the centerline and edge of pavement design. CONSULTANT shall perform horizontal and vertical stopping sight distance evaluation for the layout alternatives considered in accordance to AASHTO's or Riverside County's guidelines.

The bridge soffit elevation and vertical profile will be determined based on the hydraulic and environmental requirements. A minimum opening may be required for wildlife crossing. Hydraulic design will conform to the Caltrans Memo to Designers 16-1 "Hydraulic Design for Structures over Waterways" and the Caltrans Highway Design Manual (HDM).

**Deliverable(s):** Preliminary Geometric Plans for each alternative, expected to each consist of one typical section, one roadway plan and profile, and one exhibit showing horizontal and vertical stopping sight distance analysis per AASHTO or Riverside County guidelines.

#### 3.9. STAGE CONSTRUCTION DESIGN

CONSULTANT shall complete conceptual stage construction designs for the alternatives considered. The stage construction design shall assist in determining constructability, staging sequence, potential detours, construction schedule duration, costs, and temporary construction impacts associated with the project. Conceptual/Preliminary Stage Construction plans will show limits of work zone areas representing their sequence of construction and tentative detour map, as applicable.

**Deliverable(s):** Preliminary Stage Construction Plans for up to two roadway geometric alternatives. Up to four (4) sheets are expected.

#### 3.10. STRUCTURE ADVANCE PLANNING STUDY

CONSULTANT will prepare Advance Planning Study for the replacement bridge on Gilman Springs Road. The bridge planning study shall be prepared per CALTRANS guidelines with a goal to select a preferred structure type that can be used as the basis to support environmental, hydraulic and geotechnical studies. CONSULTANT shall prepare the Advance Planning Study (APS) plan sheets using the standard COUNTY Bridge General Plan sheet format. Where applicable, alternative structure types would be evaluated for costs, construction duration and impact to Potrero Creek. This scope includes consideration of up to two structure types, which is anticipated to include cast-in-place and precast concrete options.

It is anticipated the replacement structure on Gilman Springs Road will be built in two stages. Two lanes of traffic will be maintained through the construction. A conceptual staging plan and typical sections will be included in the APS report.

CONSULTANT shall prepare a Design Memo summarizing critical assumptions and considerations involved in developing alternatives. Shall prepare a Preliminary Cost Estimate for the bridge type based on approximate quantities and historical construction costs for similar projects.

Deliverable(s): Structure Advance Planning Study Report

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#### 3.11. HYDROLOGIC, HYDRAULIC AND SCOUR STUDIES

CONSULTANT will develop the HEC-RAS model based on the FEMA 50 years and 100 years flood.

CONSULTANT will develop an ultimate river section at the Gilman Springs Road Bridge.

CONSULTANT will evaluate Potrero Creek for scour that includes pier scour and contraction scour. CONSULTANT will also evaluate long term degradation component based. A total scour elevation will be computed by adding the pier scour, contraction scour, and long term degradation and subtracting that from the existing channel invert elevation.

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

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

# 3.12. PRELIMINARY (15%) ROADWAY PLANS

CONSULTANT will prepare preliminary roadway plans for the project. The intent of the preliminary plans is to gain consensus on project components and plan format, and include as an attachment with the Preliminary Engineering Report. CONSULTANT will submit the preliminary plans to the COUNTY for comments. The following plan sheets (and their estimated amount) will be included in this submittal.

- Title (1)
- Typical Cross Sections (1)
- Plan/Profile of Centerline (1)
- Utility (1)
- Pavement Delineation Plans (1)

Deliverable(s): Preliminary Roadway Plans (estimated to be 5 sheets, as listed above)

Assumptions: No interval cross-sections as reference are included.

# 3.13. PRELIMINARY HYRDOLOGY / DRAINAGE REPORT AND TRANSPORTATION PROJECT

#### **GUIDANCE**

CONSULTANT shall analyze existing roadway drainage systems for their ability to accommodate future design flows, including proposed improvements. Caltrans and County standards shall be followed for analysis and a Preliminary Hydrology/Drainage Report shall be prepared summarizing findings and proposed drainage improvements. Consultant will also prepare Preliminary Transportation Project Guidance (TPG) documentation to meet the Santa Ana RWQCB requirements for Riverside County's MS4. The TPG will utilize the "Santa Ana

Region MS4 Permit Program Template for Low Impact Development: Guidance and Standards for Transportation Projects." The TPG includes an evaluation of project's water quality specific conditions and constraints, BMP feasibility, and a determination of the BMPs to implemented as part of the project based on the 35% Plans.

## 3.14. 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. This scope assumes the completion of an Exhibit 11-F form as shown in the Local Assistance Procedures Manual (LAPM) for non-standard geometric design features that may be proposed in the project as alternates. Draft and final versions of the form are anticipated and assumed.

# 3.15. PRELIMINARY ENGINEERING REPORT

CONSULTANT shall prepare a Draft and Final Preliminary Engineering Report conforming to the requirements of the Caltrans PDPM and District 8 guidelines. The report will include as attachments the following: 35% Plans, Preliminary Stage Construction exhibit, Final Operations Report, Preliminary Hydrology/Drainage Report, Advance Planning Studies, Preliminary Geotechnical Report, Advisory and Mandatory Fact Sheets, and Engineer's Estimate.

#### 4.0. ENVIRONMENTAL STUDIES AND DOCUMENTATION

The Environmental scope assumes the following:

- The National Environmental Policy Act (NEPA) document will be a Categorical Exclusion (CE).
- The California Environmental Quality Act (CEQA) document will be an Initial Study / Mitigated Negative
   Declaration (IS/MND).
- PROJECT will be a screened activity as it relates to Senate Bill (SB) 743.
- The California Department of Transportation (Caltrans) will be the lead agency under NEPA.
- The County will be the lead agency under CEQA.
- The PROJECT will address one Build Alternative (PROJECT), which consists of the replacement of the
  existing two-lane bridge with a new two-lane bridge, in the technical studies and environmental document.

Only those items specifically identified in this scope of services are included. No other effort is assumed or implied.

# 4.1. PROJECT INITIATION

As part of project initiation, CONSULTANT will coordinate an initial public information meeting to inform local area residents and businesses about the project (this meeting will serve the same function as a scoping

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meeting, although a scoping meeting is not required for an IS/MND/CE). CONSULTANT will conduct all necessary activities to prepare for the meeting in terms of preparing and circulating notices (mailing list of property owners will be provided by the COUNTY), conducting team meetings needed to prepare for the meeting, and making presentations at the meeting itself. COUNTY staff will be responsible for obtaining a meeting location, or will request that CONSULTANT coordinate a virtual meeting. CONSULTANT will be responsible for preparing any large scale exhibits of the project area for use in the meeting. CONSULTANT will organize, schedule, notify, and provide logistical support for public outreach efforts during the environmental phase of the project. This includes coordination with the PDT, stakeholder identification, leading public meeting notification efforts, key stakeholder engagement, meeting materials development, logistical support for all public meetings, and documentation of public outreach. Deliverables include: Public Outreach Plan, stakeholder distribution list, meeting notification, public informational meeting, comment matrix, and a final outreach report.

## **PROJECT COORDINATION & MEETINGS**

This task includes efforts related to management, coordination, and meetings by the ENVIRONMENTAL CONSULTANT Project Manager and NEPA/CEQA Lead. Assumptions have been made regarding project management and meetings and presented under the Deliverables.

## Deliverable(s):

- Project management by ENVIRONMENTAL CONSULTANT Project Manager and NEPA/CEQA Lead for twenty-four (24) months
- ENVIRONMENTAL CONSULTANT Project Manager and NEPA/CEQA Lead attendance at up to thirty-two (32) PROJECT related meetings (all meetings will be virtual; no in person meetings are assumed or included)

#### 4.2. PRELIMINARY ENVIRONMENTAL STUDY (PES)

The CONSULTANT shall prepare the PES Form. This form is considered as a scoping document for the NEPA requirements from Caltrans Local Assistance. The PES Form will identify the recommended federal environmental documentation, technical studies, surveys, approvals, agency coordination, and permits anticipated to be required for the bridge and roadway work.

During the preparation of the PES Form, the environmental team will review the project and identify the anticipated studies required and potential impacts. The PES will be prepared using existing, available information and no new analyses or detailed evaluations are assumed or included. As directed in the PES, cultural information will be provided entirely by CALTRANS. The PES will be revised once following Caltrans

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review. Figures will include a vicinity map, a location map, and the PROJECT layouts. No additional figures or graphics are assumed to be necessary. The PES will also include an ISA Checklist, Flood Insurance Rate Map, and Visual Assessment Guide checklist.

**Deliverable(s)**: Draft and Final PES (electronic submittals only)

#### 4.3. TECHNICAL STUDIES

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. The following submittals are assumed for each technical study:

- Draft technical studies (submitted electronically to COUNTY first then to CALTRANS)
- Revised Draft technical studies (submitted electronically)
- Final technical studies for concurrence (submitted electronically) (assumes no additional comments)
- Final approved technical studies (provided electronically to COUNTY and CALTRANS)

The following assumptions have been made regarding the technical studies and permits that are to be prepared:

- Aerial photography of the PROJECT assembled in a CADD file at a scale suitable for preparation of PROJECT mapping, figures, and analyses will be provided by the COUNTY (1" = 200' scale minimum, with a minimum of 500 feet shown around any areas of improvement). Pixel size shall be no more than 2.5 square feet and image shall be orthorectified.
- Focused protocol surveys other than those specified under the Natural Environment Study / Minimal Impacts scope are not included. If additional focused surveys are identified during the biological field reconnaissance, then this will be communicated to the COUNTY and a scope and cost for this work will be provided.
- No Section 7 consultation or California Endangered Species Act Section 2081 or 2080.1 consultation will be required other than what is addressed through compliance with the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP/Plan),
- No formal arborist survey is assumed or included.

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Consulting Services Agreement: Attachment A . Scope of Services

- The CONSULTANT shall not be responsible for any surveys that are considered insufficient, incomplete, or unacceptable to the resource agencies based on factors beyond the CONSULTANT's control (i.e. lack of rain).
- A separate paleontological report will not be required, and paleontology will be directly addressed in the CEQA document.
- A Community Impact Assessment will not be required.
- An Energy Study will not be required.
- No Section 4(f) or 6(f) properties are present, and no Section 4(f) or 6(f) analysis or documentation will be required.
- Any revisions, updates, new analyses, or documentation required based on changes to regulations, requirements, or laws that occur after this scope of work has been prepared are considered out of scope.
- It is assumed that all rights of entry and access for field work and surveys, if required, shall be obtained and provided by the County. The ENVIRONMENTAL CONSULTANT will determine which properties need a right of entry for environmental studies as described under Task 4.4.1.
- Addresses for property owners and residents within 0.5 mile of the proposed PROJECT shall be provided by the COUNTY.
- Geotechnical and/or other ground disturbing investigations will be addressed in the technical studies and environmental document and will not be conducted until after the technical studies and environmental document have been adopted/approved; no separate environmental clearance to address these ground disturbing activities is included.
- The following technical studies are included. Any additional technical studies, if required, would be considered out of scope.
  - **Biological Resources** 
    - Natural Environmental Study/Minimal Impact
    - Wetland Delineation
    - Focused Species Surveys
    - Bat Daytime Habitat Assessment
    - Bat Night Emergence Survey (OPTIONAL)
    - MSHCP Consistency Finding
    - Determination of Biologically Equivalent or Superior Preservation (DBESP) Report

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Cultural Resources

- Historical Property Survey Report
- Archaeological Survey Report
- Air Quality Technical Memorandum
- Noise Technical Memorandum
- Initial Site Assessment
  - o Phase 2 Testing for ADL and Asbestos (OPTIONAL)
- Scoping Questionnaire for Water Quality Issues
- Visual Impact Assessment Memorandum

# Rights of Entry

The ENVIRONMENTAL CONSULTANT will review properties along the PROJECT alignment to determine the properties where rights of entry will be needed to prepare the environmental studies. This assessment will include a review of aerial maps and a field visit. The ENVIRONMENTAL CONSULTANT will provide a list of properties needing a right of entry to the COUNTY. It is assumed that the COUNTY will complete all forms and coordination with property owners/occupants and will track responses, and that the COUNTY will sign and execute the forms.

**Deliverable(s)**: List of properties where right of access is needed for environmental field work

### Biological Resources

Biological resource issues will be a key element in the design and approval of the Gilman Springs Road Bridge project. Wetlands, Riparian/Riverine, threatened, and endangered species, and designated critical habitat 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 Gilman Springs Road Bridge project. CONSULTANT will utilize appropriate aspect of the MSHCP to simplify and expedite the environmental process for the bridge project, where feasible.

The bridge replacement project may have the potential to impact protected species. It is assumed that Section 7 consultation will be handled by USFWS during the Joint Project Review (JPR) process where an internal memorandum is provided to CALTRANS/COUNTY stating the project is consistent with the Section 7

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29 30 consultation that occurred during the adoption of the MSHCP. No project-specific Section 7 consultation is required or included in this scope of work.

# Natural Environmental Study / Minimal Impacts (NES/MI)

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/MI in accordance with Caltrans' Guidance for Consultants. The NES/MI will include an analysis of types and amount 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 study, including mitigation measures for impacts to sensitive biological elements.

# Wetland Delineation

CONSULTANT will complete a focused wetlands delineation and a jurisdictional "waters of the U.S." determination according to the 2008 Corps of Engineers Wetland Delineation Manual Arid West Supplement, using the currently accepted methodology. CONSULTANT will also determine the extent of any streambed and associated riparian areas subject to review by CDFW under Section 1602 of the Fish and Game Code. The delineation results will be presented in a detailed report with appropriate technical documentation (such as Ordinary High Water Mark forms) for use in permit applications. Attendance at field meetings with regulatory agencies for verifying the delineation and for making adjustments to the delineation as directed by the Corps of Engineers may be required (up to a maximum of two field meetings with the permitting agencies is assumed). This task includes preparation of a Preliminary Jurisdictional Determination Form and assumes Potrero Creek is federal jurisdiction. An Approved Jurisdictional Determination is not assumed or included.

## Focused Species Surveys

A preliminary review of literature resources has identified the potential occurrence of sensitive species in the project vicinity. The CONSULTANT will conduct focused wildlife and narrow endemic plant surveys that are identified in this scope of work; all surveys conducted the USFWS and CDFW survey protocols for these species as of December 1, 2021. If survey protocols are updated after this date then this may require a change in scope and budget.

Surveys are only included for the species specifically included in this scope of work. The results of the surveys will be directly incorporated into the NES/MI; no separate survey reports are assumed or included. If any other

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Species surveys are assumed for the following (other surveys, if required, would be considered out of scope):
 Burrowing Owl
 Small Mammal Trapping (San Bernardino Kangaroo Rat and Los Angeles Pocket Mouse)

these surveys will be provided for approval by the COUNTY prior to initiation of this work.

surveys are determined to be required based on biological field work that is performed then a scope and fee for

- Plant Surveys as required by CEQA
- Bat Habitat Assessment and option nighttime bat survey

# Bat Daytime Habitat Assessment

CONSULTANT shall conduct a visual survey of the bridge to identify and record potential day and/or night-roost habitat. A summary of the habitat assessment and results shall be documented directly in the NES/MI.

# Bat Night Emergence Survey (OPTIONAL)

Should the habitat assessment identify the presence of day-roosting bats, CONSULTANT shall conduct a night emergence survey. Outflight survey and bioacoustics equipment shall be used to record bat activity and develop data on species and approximate population. CONSULTANT shall document the methods and results directly in the NES/MI.

#### MSHCP Consistency Finding

CONSULTANT will prepare information required for an MSHCP Consistency Finding using the Western Riverside County Regional Conservation Authority (RCA) template/format. This task consists of a Joint Project Review (JPR) checklist and cover letter as a result of the project location within a criteria cell. The MSHCP Consistency Assessment will be included as an appendix to the NES/MI to facilitate RCA review.

# Determination of Biologically Equivalent or Superior Preservation (DBESP) Report

Section 6.1.2 of the MSHCP describes procedures that ensure that the riparian and riverine habitat functions and values in the Plan Area are maintained. A DBESP will be prepared to demonstrate consistency with the Riparian/Riverine Guidelines and with the Additional Survey Needs and Procedures of the MSHCP in Section 6.3.2, dependent on the results of the focused surveys. It is assumed that up to two resources will be addressed in the DBESP.

# **Cultural Resources**

CONSULTANT shall prepare documentation to assist CALTRANS with Section 106 tribal consultation and to assist the COUNTY with Assembly Bill (AB) 52 tribal consultation. This work shall include the efforts to record archaeological and historical resources identified within the study area, including the investigation of the existing

Gilman Springs Road Bridge based on the CALTRANS Bridge Inventory. It is assumed that the bridge will not need to be evaluated since it is a Category 5 bridge on the Caltrans Historic Bridge Inventory. A Historic Property Survey Report (HPSR) will be prepared as described below.

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

Area of Potential Effects (APE) Map – CONSULTANT will coordinate with COUNTY and Caltrans to develop the APE Map for review and approval.

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

In addition, CONSULTANT will complete research for the properties within the APE to determine built dates for any buildings and structures. If any buildings/structures 30 years and older or archaeological are located within the APE, additional tasks may be required.

Native American Coordination – CONSULTANT will contact the Native American Heritage Commission (NAHC). The NAHC will provide a list of Native American groups to contact regarding this project. CONSULTANT will coordinate with CALTRANS and the COUNTY to consult with the tribes. With COUNTY and Caltrans approval, CONSULTANT will contact (or will support CALTRANS in contacting, as appropriate) each tribe via certified mail for AB 52 and Section 106 purposes in separate letters. After 28 days, CONSULTANT will follow up with those groups that have not commented via telephone. CONSULTANT will document all efforts to consult with each tribe. Consultation will be completed in compliance with Section 106 and AB 52.

Field Survey – CONSULTANT will conduct a systematic field survey of portions of the APE that are not obscured by asphalt/concrete, specifically focusing on the Potrero Creek banks and terraces. The ground surface will be visually examined by an archaeologist for evidence of prehistoric (Native American) or historic (non-Native American) archaeological materials and other potential historic built environment resources (e.g., buildings, bridges, railroads, mines, or canals). It is assumed that no resources will be identified that require recordation or the preparation of DPR 523 forms.

Reports – CONSULTANT will prepare a CALTRANS format Historic Property Survey Report (HPSR) and Archaeological Survey Report (ASR) according to CALTRANS specifications. The reports will describe: 1) the PROJECT; 2) the APE; 3) the results of Native American Consultation; 4) research and field methods used in identifying cultural resources, 5) the archaeological and historic resources identified in the project vicinity, and 6) the potential of the project to adversely impact any archaeological or historic resources.

# Air Quality Technical Memorandum

CONSULTANT will prepare an Air Quality Technical Memorandum to address the potential for construction period air quality impacts. As the project is a bridge replacement project with no increase in capacity, it is exempt from all conformity requirements. Therefore, no carbon monoxide (CO) or particulate matter (PM) hotspot analysis is required, and none is assumed or included. Furthermore, no operational period air quality analysis or Interagency Consultation with SCAG's Transportation Air Quality Conformity Group is assumed or included. Only a construction related air quality evaluation is included. For the description of existing ambient air quality, the report will use baseline and project-setting meteorological and air quality data in the SCAB area developed through the California Air Resources Board (CARB), along with climatological and air quality profile data gathered by the AQMD. Air quality data from the monitoring station (the nearest air quality monitoring station) will be included to help highlight existing air quality local to the proposed project site. Other sources such as regulatory documents, professional publications, will supplement background information.

Construction would occur during implementation of the proposed project. Air quality and climate change impacts from grading and construction sources will be analyzed based on the equipment used, length of time for a specific construction task, equipment power type (gasoline or diesel engine), horsepower, load factor, and percentage of time in use. Exhaust and dust emissions from worker commutes and equipment travel will be calculated based on available information regarding these activities. Fugitive dust (PM2.5 and PM10) emissions would result from wind erosion of exposed soil and soil storage piles, grading operations, and vehicles traveling on paved and unpaved roads. The construction emissions will be calculated using the latest

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29 30 version of CalEEMod or the Road Construction Emission Model (RCEM). ENVIRONMENTAL CONSULTANT will work with CALTRANS and the AQMD to identify feasible mitigation measures that will be developed as indicated in the impact analysis, if required. The results will be documented in an Air Quality Technical Memorandum a Transportation Air Quality Conformity Findings Checklist will also be prepared.

# Noise Technical Memorandum

CONSULTANT will prepare a Noise Technical Memorandum detailing potential noise effects associated with the construction phase of the PROJECT. It is assumed that the PROJECT will not be classified as a Type I project as described in the Code of Federal Regulations (CFR) 772 and the CALTRANS Traffic Noise Analysis Protocol (Protocol). Therefore, detailed noise analysis (a Noise Study Report) is not assumed or included in this scope of work.

A construction analysis using the construction equipment list provided by the PRIME CONSULTANT and using methodologies consistent with the US Department of Transportation including the Roadway Construction Noise Model will be prepared. The construction analysis will compare the COUNTY's construction thresholds and/or CALTANS Standard Specification 14-8.02 (as necessary) to the anticipated noise and vibration levels from construction and will address any construction related impacts that may occur. The findings and proposed mitigation measures (if applicable) will be included in the Noise Technical Memorandum. As the project would not change the existing noise environment, operational noise will be addressed qualitatively in the CEQA portion of the IS/MND only. Additionally, vibration will be discussed qualitatively. It is assumed that field measurements will not be needed or conducted as part of this project and that no high impact construction equipment will be used during construction.

## Hazardous Waste (Initial Site Assessment)

CONSULTANT will prepare a Hazardous Waste Initial Site Assessment (ISA), including the following tasks. Complete a governmental records search to update the listing of properties or known incidents shown on federal and State databases for hazardous waste sites within one-half mile of the project area. Conduct a site visit to identify any visible exterior areas of potential contamination that might impact the proposed project implementation. If hazardous waste sites are identified within the project study area (via governmental records and/or the visual survey), CONSULTANT will determine the potential impact to the project, and will recommend subsequent procedures to determine the extent of contamination and remediation requirements.

Phase 2 Testing (OPTIONAL) - CONSULTANT will perform a limited Phase II Environmental Site Assessment to further evaluate any potential hazardous waste issues raised during the ISA, including aerially deposited lead

(ADL) and the potential for asbestos in structures. The Phase II assessment includes collecting and analyzing soil/water samples and documenting the conclusions and recommendations in a report.

## Scoping Questionnaire for Water Quality Issues

Although the PROJECT is expected to increase the impervious surfaces associated with an existing roadway, the PROJECT would comply with the COUNTY requirements related to implementing post construction BMPs, and no substantial water quality impacts are anticipated. The CONSULTANT will prepare a Scoping Questionnaire for Water Quality Issues for the PROJECT based on the current CALTRANS annotated outline for this document. The questionnaire will include responses to questions included for Existing Conditions, PROJECT Description and Impacts, and Temporary (Construction) Effects. It is assumed that no further water quality documentation, such as a Water Quality Assessment Report will be required given the limited scope of water quality impacts anticipated from the PROJECT's implementation. The water quality scoping questionnaire is anticipated to be completed via desktop research from available sources of information including topographic data, hydrologic characteristics of the site, erosion potential, along with engineering information on the existing and proposed impervious surface areas and proposed best management practices required by the COUNTY, and available technical reports prepared for the PROJECT by the CONSULTANT, including the TPG.

## Visual Impact Assessment Memorandum

As determined by completing the CALTRANS' Visual Impact Assessment Guide it is assumed that a Visual Impact Analysis Memorandum (VIAM) will be prepared for the proposed project (if a higher level visual report is required then this would be considered out of scope). CONSULTANT will assess existing visual resource conditions in the project area. The assessment will include an inventory including photographic documentation of the following existing conditions: viewpoints; notable visual resources; the vividness, intactness, and unity of the project area; and the site's landscape units. Photographs will be taken to be used in the analysis and for graphics. CONSULTANT will collect and review the appropriate municipal plans from the Cities. The plans will be reviewed for applicable guidelines, policies, and objectives pertaining to highway facilities and visual resources. The Visual Impact Assessment will be completed under the direction of a certified landscape architect.

Pre-project conditions will include a definition of landscape units within the project area, a regulatory setting, and explanation of the methodology used. The analysis will be performed using methods and protocol developed by the FHWA and adopted by Caltrans, in combination with elements of other visual resources assessment methods (including U.S. Forest Service and Bureau of Land Management). The VIAM will be

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prepared following Caltrans VIAM annotated outline. The analysis will be performed using a matrix to compare visual resources within defined landscape units, and will include: visual quality and character; the viewers and viewpoints; and, changes in vividness, intactness, and unity. A VIAM does not required the preparation of visual simulations and none are assumed or included.

#### 4.4. ENVIRONMENTAL DOCUMENT

#### 4.4.1.DRAFT ENVIRONMENTAL DOCUMENT

As previously described, it is assumed that the appropriate document for the proposed project would be an Initial Study/ Mitigated Negative Declaration (IS/MND) and NEPA Categorical Exclusion. If a higher level CEQA or NEPA document is identified as the appropriate document for the proposed project based on the technical analyses performed, then this will be communicated to the COUNTY and CONSULTANT and a scope and cost for performing this work will be submitted. However, based on our review of the proposed project this is not anticipated.

The IS/MND will be prepared by CONSULTANT using a COUNTY-approved format (assumed to be the CEQA Checklist). To reduce iterations of the document, CONSULTANT will conduct a revision workshop with the COUNTY, if needed, to facilitate completion of the document following the review of the Draft IS/MND, if comments still remain after this review. The IS/MND will include an Environmental Commitment Record (ECR). The following submittals are assumed.

# Deliverable(s):

- Draft IS/MND (electronically to COUNTY)
- Revised Draft IS/MND (electronically to COUNTY)
- Final Draft IS/MND for COUNTY approval (electronically to COUNTY) (assumes no additional comments)
- Environmental Commitments Record (ECR) (included as an appendix in each submittal of the IS/MND)
- Final Draft IS/MND for availability (electronic and five hard copies for availability locations)

## 4.4.2.NOTICE OF AVAILABILITY

For the proposed project CONSULTANT will utilize a distribution list developed with the COUNTY to distribute the document. It is assumed that CONSULTANT's right of way consultant will provide a list of owners and residents, along with their mailing addresses, within 500 feet of the proposed project limits. CONSULTANT will prepare a Notice of Intent to Adopt a MND and Opportunity for Public Hearing (NOI) in

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accordance with COUNTY requirements for publication in a newspaper of local circulation (both English and Spanish), for posting at the Riverside County Clerk's office, and for distribution to anyone who has filed a written request with the COUNTY. A draft notice will be provided to the COUNTY for review and approval. It is assumed that CONSULTANT will coordinate publication of the notice with the appropriate newspapers. A cost of \$7,000 for publishing of the notices is assumed. If the 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. It is assumed that the technical studies will not be included in the availability but copies will be available if requested by anyone during the public availability period. Hardcopies of the document and NOI will be provided to the availability locations (COUNTY and libraries), cds containing the document and a hard copy of the NOI 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 a copy of the NOI will be provided to property owners and residences within a 0.5 mile radius of the proposed project (as provided by COUNTY). A Draft State Clearinghouse Form (Notice of Completion & Environmental Document Transmittal) will be prepared and submitted to the COUNTY for review. The final form, along with the Draft IS/MND, will be submitted by CONSULTANT to the State Clearinghouse. It is assumed that all submittals to the State Clearinghouse will be electronic and no hard copies will be required.

Deliverable(s):

- Draft NOI (electronic only)
- Final NOI (electronic and 100 hard copies)
- Draft and Final Notice of Completion & Environmental Document Transmittal (electronic only)

#### **4.4.3.RESPONSE TO COMMENTS**

At the close of the public availability period for the Draft IS/MND, CONSULTANT will review and respond to all comments received. The comments will be responded to and incorporated directly into the Final IS/MND. 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 IS/MND)

#### 4.4.4.FINAL ENVIRONMENTAL DOCUMENT

CONSULTANT will revise the IS/MND 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

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draft Final IS/MND then a revision workshop will be held to address any remaining comments. The IS/MND will include an Environmental Commitment Record (ECR).

# Deliverable(s):

- Draft Final IS/MND for review (electronically to COUNTY)
- Final IS/MND for review (electronically to COUNTY) (assumes no additional comments)
- Signed Final IS/MND (electronically to COUNTY)

## 4.4.5.NOTICE OF DETERMINATION

CONSULTANT prepare the Notice of Determination (NOD) in compliance with CEQA. It is assumed that CONSULTANT will file the NOD with the Office of Planning and Research (OPR). The NOD will also be posted with the Riverside County Clerk. This notice starts a statute of limitation period under CEQA. Along with the NOD a California Department of Fish and Game (CDFG) filing fee will also be filed. The CDFG filing fee has been included in the submitted cost estimate and is assumed to not exceed \$2,550.

**Deliverable(s):** Draft and Final Notice of Determination (all transmittals assumed to be done electronically)

#### 4.4.6.NEPA CE

Based on the environmental technical studies previously discussed a Categorical Exclusion (CE) will be prepared pursuant to NEPA. CONSULTANT will prepare the CE/CE form (NEPA portion only) in compliance with the latest format identified on Caltrans Standard Environmental Reference website. As part of the CE a brief (two to three sentences) summary of the findings of each of the technical studies will be included. No separate environmental document is assumed to be prepared to support the CE and none is included in this scope and cost. The CE/CE form will include the Environmental Commitment Record (ECR) as an attachment.

Deliverable(s): Draft and Final NEPA CE (electronically to COUNTY and then to CALTRANS)

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### 5.0. PHASE II - PLANS, SPECIFICATIONS AND ESTIMATES

The scope of services for the Final PS&E of Gilman Springs Road Bridge assumes the following conditions exist:

- Final Bridge and Roadway would be a two-lane facility.
- Design speed for Gilman Springs Road would be per AASHTO's guidelines.
- All design level surveys will be performed by the County Surveyor's office
- Right-of-way and temporary construction easement will be handled by the County Surveyor's office

### 5.1. GEOTECHNICAL ENGINEERING

Field investigation will commence following the approval of the Environmental Document. A soil boring is proposed at each bridge support location (a total of 2 borings) in order to meet the AASHTO (2017) soil boring requirement for bridges. The maximum depth of the boring is anticipated to be 50 feet below grade. However, since shallow bedrock is anticipated, the boring depth may be shallower if refusal is encountered. Where bedrock is encountered, rock coring will be performed to determine the rock quality; these borings will likely terminate at a depth of about 10 feet into the bedrock or refusal, whichever occurs first.

Spoils generated from the boring excavations, if tested free of hazardous materials, shall either be used to backfill the boreholes or spread over the top of existing unpaved ground. If spoils are used to backfill boreholes, the spoils will be mixed with cement and/or bentonite and water. Excess spoils from the borehole excavations shall be placed in drums at the bridge site, tested for potential contaminants, then removed from the bridge site, and disposed of to a landfill site. Boreholes shall be advanced in unpaved areas if possible. If necessary to drill in paved areas, asphalt concrete cold-patch or rapid-set Portland cement concrete shall be used to patch pavement.

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

Prior to drilling, borehole locations shall be marked and cleared through DigAlert. Traffic control will be required when the pier borings are performed from the existing bridge deck. CONSULTANT shall collect soil and rock samples for laboratory testing, including bulk samples of near-surface soils and driven Standard Penetration Test (SPT) and California Ring samples of deeper soils and core samples of bedrock. The driven soil samples shall be collected at vertical intervals of 5 feet or 10 feet. Groundwater depth shall be measured. Samples of

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subsurface soils and rock shall be logged during the field investigation, secured in their containers or collected in plastic bags, and transported to a soil testing laboratory.

### **Laboratory Testing**

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

### **Geotechnical Engineering Analyses**

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

- Evaluate seismicity, estimate Peak Ground Accelerations, and determine an Acceleration Response Spectrum (ARS) curve.
- Evaluate liquefaction potential and seismically-induced settlement.
- · Foundations analysis for bridge.
- Provide design fault displacement for bridge design.
- Evaluate settlement and global stability of embankments.
- Evaluate soil corrosivity.
- Evaluate the subgrade resistance (R-values) values for pavement design.

The findings and recommendations will be presented in a Foundation Report. CONSULTANT will address any review comments resulting from the County of Riverside review and prepare final report.

Deliverable(s): Foundation Report

### 5.2. STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

CONSULTANT shall prepare Storm Water Pollution Prevention Plans (SWPPPs) for the preferred project alternative. The SWPPPs shall meet the 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 SWPPPs shall be prepared using the CASQA Template and shall be signed by a Qualified SWPPP Developer (QSD).

The SWPPPs shall address the required elements including project pollutants and their sources, including 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

### 5.3. UTILITY COORDINATION AND RELOCATION DESIGN

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

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

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

CONSULTANT shall coordinate with COUNTY staff to obtain record copies of utility maps from each utility owner within the project limits for existing and/or proposed utility facilities. CONSULTANT shall include mapping and/or exhibits that clearly define the project limits as part of the requests for utility information.

CONSULTANT shall Identify utility companies affected by the project and delineate utilities within the project's sphere of influence on the plans. CONSULTANT shall prepare preliminary plans, which shall include all existing utilities (above ground and below ground) identified by location, size, type, and owner, as appropriate. CONSULTANT shall check horizontal and vertical clearances for utilities and coordinate design with the various utility companies to address conflicts. In addition to information provided by the owning utility companies and

through research of other record maps, field surveys shall be used to locate utility features such as manholes, valves, fire hydrants, poles, risers, etc., which shall be reflected on the plans.

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

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

CONSULTANT shall monitor responses of utility notices received and make recommendations for mitigating conflicts. CONSULTANT shall provide written responses to utility companies with regard to stated concerns and conduct design coordination meetings with utility companies as needed. Unresolved issues shall be brought to the attention of the COUNTY PROJECT MANAGER and County utility coordination staff as early as practical. Utility conflict issues shall be resolved prior to the completion of the final design plans as follows:

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

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

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

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

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All utility files will be organized and maintained per CALTRANS policies and procedures. CONSULTANT shall prepare utility portion of Right-of-Way Certification per Caltrans policy and submit to COUNTY for final approval. CONSULTANT shall assist with the resolution of utility related issues that may arise during the bidding process and during construction, including design modifications as needed and as approved by the COUNTY PROJECT MANAGER.

### Deliverables:

- · Correspondence/documentation from impacted utility companies, as required
- Relocation plans from utility companies, as applicable
- Utility Relocations Exhibit 14, in accordance with CALTRANS LAPM Chapter 14

### 5.4. 35% DESIGN

### **5.4.1.ROADWAY DESIGN**

CONSULTANT shall develop the final horizontal and vertical layout of the bridge replacement and the roadway approach improvements on Gilman Springs Road. The roadway plans shall be prepared to a 1" =40' scale and shall include roadway alignment and profiles, contour grading, signing and striping, preliminary drainage design, sidewalks, ADA curb ramps, staging plans and retaining walls plans.

The vertical alignment shall be based on the findings of the hydrology, hydraulic, and scour studies to determine if the roadway needs to be raised to comply with hydraulic capacity requirements to ensure that no portion of the bridge soffit, girders or deck encroach the 100-year flood or the design flood water surface and the required freeboard. The existing profile grade shall be maintained to the maximum extent possible with minor changes not exceeding one foot. The profile shall be designed by providing grade breaks of 0.5% or less, unless a vertical curve is introduced. The design speed of any changes to the vertical alignment shall not be less than the design speed of the existing condition.

The 35% roadways plans shall consist of the following list of plans:

- Title Sheet
- Typical Section and Detail
- Roadway Plans and Profile Sheets
- Contour Grading Plans
- Conceptual/Preliminary Staging Plans
- Drainage Plans and Profiles
- Drainage Details

Preliminary Utility Relocation Plans

Preliminary retaining wall plans will also be included and will depict the limits and types of retaining walls.

Caltrans Standard Plan Type 1 and/or Type 5 Retaining Walls are anticipated. No special design (e.g. MSE, soil nail, etc.) retaining walls are anticipated.

Deliverable(s): 35% Roadways Plans, 35% Retaining Wall Plans

### **5.4.2.BRIDGE TYPE SELECTION**

Based on the approved roadway geometric design plans for the preferred alternative, CONSULTANT shall prepare preliminary bridge design in 35% design level including performing preliminary structural design and seismic analyses in accordance with CALTRANS bridge design standards. The preliminary structure study shall be summarized in a Bridge Type Selection Report (TSR). In addition to the structure-related discussion, the TSR shall include a summary of engineering studies in various disciplines including falsework (if required), utility relocation, stage construction, constructability-related topics, calculated scour depth, and geotechnical evaluation. The 35% bridge type selection design shall include a bridge general plan, a preliminary foundation plan, a General Plan estimate, and other pertinent information needed to determine the proper structure type. CONSULTANT shall submit the TSR to the COUNTY for review and concurrence.

Deliverable(s): Bridge Type Selection Report

### 5,5. 65% PLANS, SPECIFICATIONS & ESTIMATES

### 5.5.1.ROADWAY PLANS

Upon the acceptance of the preliminary roadway geometric plans, CONSULTANT will prepare the 65% roadway plans consisting of Typical Sections and Notes sheets, Construction Detail Sheets, Plan and Profile Sheet in 1"= 40' scale, drainage plans and details, retaining walls and sound walls, 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 realigned Gilman Springs 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

1	plans shall be prepared for final plotting on D-sized sheets at 1" = 40', as appropriate. Roadway design will
2	adhere to AASHTO's Geometric Design Guidelines and/or the COUNTY's, as applicable.
3	CONSULTANT shall provide construction staging and traffic handling plans, including general notes,
4	location of work area signs, barricades, and traffic controls devices. The plans shall be prepared to conform
5	to the general requirements of COUNTY, with consideration for the needs of the Contractor's construction
6	operations.
7	Roadway construction will be based on the 2018 Caltrans Standard Specification and Standard Special
8	Provisions. For the 65% submittal, CONSULTANT will prepare an unedited Standard Special Provisions
9	and cost estimates with preliminary construction quantities for the Roadway PS&E.
10	Deliverable(s):
11	65% Roadway Plans
12	Title Sheet and Local Map
13	Typical Section and Notes
14	Plan and Profile
15	Contour Grading
16	Drainage Plans and Details
17	Construction Details
18	Signing and Striping Plan
19	Traffic Handling Plans
20	Erosion Control Plans
21	Special Provisions
22	Details sheets
23	Stormwater Pollution Prevention Plan
24	50'-interval cross-sections, for reference only
25	5.5.2.65% UNCHECKED STRUCTURE PLANS
26	Engineering conclusions for the preferred structure alternative identified in the final bridge type selection
27	report shall be carried into the final design phase. The final bridge design shall be based on CALTRANS-
28	amended AASHTO LRFD Bridge Design Specifications, various CALTRANS Bridge Design and Detail

Manuals, and the current version of the Caltrans Seismic Design Criteria (SDC)

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1	Deliverable(s): 65% Unchecked Structure Plans
2	General Plan
3	Index to Plans
4	Deck Contours
5	Foundation Plan
6	Construction Staging Plans
7	Bridge Removal
8	Abutment Layout
9	Abutment Details
10	Typical Section
11	Prestressing Details
12	Girder Details
13	Structure Approach Slab Details
14	Drainage Details
15	Aesthetic Details
16	Retaining wall plans and details will be included as a separate plan set.
17	5.6. 95% PLANS, SPECIFICATIONS & ESTIMATES
18	5.6.1.ROADWAY PLANS, SPECIFICATIONS & ESTIMATES
19	Comments from COUNTY for the 65% roadway design submittal shall be reviewed and resolved. This
20	includes all Civil components including Roadway Improvements, Cross Sections, and Signing, Striping and
21	Detour Plans. If needed, a meeting with the COUNTY or the review agency shall be held to seek
22	clarification on comments. CONSULTANT shall incorporate these comments into the 95% PS&E. Quantity
23	calculation and construction cost estimates in Microsoft Excel format with a contingency directed by
24	COUNTY shall be prepared. Final Special Provisions will be prepared from the current edition of Caltrans
25	Standard Specification and Standard Special Provision (SSP) as well as the non-standard Special
26	Provisions (NSSP).
27	Deliverable(s): 95% Roadway Plans, Special Provisions, Quantities and Cost Estimates

### 5.6.2.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 5.6.3.STRUCTURE PLANS, SPECIFICATIONS & ESTIMATES

Response to all agencies' review comments for the 65% submittal shall be prepared and included in this submittal. CONSULTANT shall prepare CALTRANS Standard Special Provisions (SSP) for structural work not covered by the CALTRANS Standard Specifications and Revised Standard Specifications. CALTRANS standard item codes for bid items shall be used when feasible in the development of the bid schedule. Item unit prices shall be adjusted using Contract Cost Data Book published by CALTRANS. The plans shall be updated per independent checker's comments.

Deliverable(s): 95% Structure Plans, Edited CALTRANS Standard Special Provisions, Bridge Design Calculations, Quantities and Cost Estimates

### 5.7. FINAL 100% PLANS AND CONTRACT BID DOCUMENTS

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

The Final PS&E shall include organized Resident Engineer (RE) Pending File, which contains construction related documents and information through the various project development phases for structure and roadway work. The RE Pending File shall include the RE Pending File Check List (per the Draft County Bridge Design

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COUNTY will be the Project Applicant for permit applications.

Manual), bridge 4-scale deck contour plots, as-built plans, geotechnical reports, and special instructions for the field Resident Engineer, Structure Representatives, and COUNTY Inspectors.

Deliverable(s): Final Signed Plans, Specifications and Estimates, and RE Pending Files

5.8. RIGHT OF WAY LEGAL DESCRIPTIONS AND PLATS (BY COUNTY)

Not Used.

5.9. RIGHT OF WAY APPRAISAL AND ACQUISITION (BY COUNTY)

Not Used.

### 6.0. PERMITTING

The project area is located within a portion of Potrero Creek, which would be considered federal and state waters and would require applicable permits for impacts within the channel. As a result, Clean Water Act (CWA) Section 401 and Section 404, and California Fish and Game Code (CFGC) 1602 (et seg.) permits are required. The proposed project would require construction within the channel (construction of temporary work areas and access, construction or expansion of a new bridge); however, the majority of the impact would be temporary with permanent impacts limited to abutments. The tasks associated with obtaining these permits are outlined below and include tasks for preparation of applications and agency coordination.

The assumptions for this task include the following:

- No on- or off-site Habitat Mitigation Monitoring Plan is included in this scope for impacts to aquatic resources
- One in-person meeting with the resource agencies is assumed.
- It is anticipated that the Project will qualify for a USACE Nationwide Permit due to its limited potential impact of permanent losses to jurisdictional waters. If permanent losses to jurisdictional waters exceed the limits of applicable Nationwide Permit thresholds, then the Project may require an Individual Permit with a 404(b)(1) Alternatives Analysis, which is not included in this scope and cost.
- Preparation of a compensatory mitigation plan for Project impacts to aquatic resources is not included.
- COUNTY/CONSULTANT will provide all necessary documentation other than those documents included within this scope to complete permit applications, which may include, but are not limited to, a SWPPP, hydrology report, Location Hydraulic Study, and other relevant documents required for the permit application.
- CONSULTANT will provide cubic yards and linear footage calculations for all cut and fill work proposed within aquatic resources.

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- Permit fees will be paid directly to the permitting agencies by the COUNTY.
- CONSULTANT will conduct up to two rounds of impact analysis based on the PROJECT design files
  provided and subsequent design changes.
- Coordination with the State Historic Preservation Office or tribal representatives for Section 106 of the National Historic Preservation Act is not included; however, this is included as part of the Technical Studies scope of work.
- Formal or informal consultation with the wildlife agencies, if required, will be a streamlined consultation
   through the MSHCP. No separate California Endangered Species Act (CESA) permitting is included.
- Does not include any measures to demonstrate compliance with the aquatic resource permits, when issued,
   and does not include implementation of any permit measures.

### Deliverable(s):

- One draft copy of each permit application package submitted electronically for COUNTY review.
- One final copy of each final permit application submitted to each of the regulatory agencies electronically.

### 6.1. ACOE SECTION 404 NATIONWIDE PERMIT

CONSULTANT will work closely with the design team to try to maintain permanent impacts below a 0.5 acre threshold so that a Clean Water Act Section 404 Nationwide Permit (NWP) can be obtained under NWP 14, Linear Transportation Projects. It will be critical to have early coordination with the state and federal resource agencies to ensure the project stays on schedule and so that the avoidance/minimization/mitigation measures that are developed meet the requirements of each regulatory agency involved. Based on a preliminary review of the project, it appears that the project could potentially be processed under the USACE NWP Program. Based on our review, this approach is expected to involve authorization under NWP 14 (Linear Transportation Projects). A NWP 14 may be issued for the proposed project if permanent impacts to waters of the United States are less than 0.5 acre.

A written Pre-Construction Notification request for authorization (PCN) under the NWP Program will be prepared for review and submittal to the USACE to request coverage under NWP 14 and will include:

- Detailed description of the proposed project, including grading plans provided by the Applicant.
- An impact analysis documenting the proposed impacts to waters of the United States.
- Discussion of approvals and certifications being obtained from other federal, state, or local agencies.
- The request to the RWQCB for a pre-filing meeting and Water Quality Order.

- Documentation demonstrating compliance with Section 106 of the National Historic Preservation Act (generally accomplished by submittal of a Cultural Resources Report and it is assumed the HPSR/ASR described elsewhere will cover this requirements with no further cultural resources work being assumed).
- Documentation demonstrating compliance with the Endangered Species Act (generally accomplished by submittal of a MSHCP Compliance letter from the CDFW and U.S. Fish and Wildlife Service).

As part of the application preparation, CONSULTANT will complete an impact analysis that quantifies the proposed project impacts, using the GIS files generated from the jurisdictional delineation and the project design CADD files that will be provided by the client. The analysis will include the impacts categorized by permanent and temporary, impacts by jurisdiction (USACE, RWQCB and CDFW), and impacts by resource type. The impacts will be depicted graphically in figures and presented in tables.

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

### 6.2. RWQCB SECTION 401 WATER QUALITY CERTIFICATION

Pre-Filing Meeting Request:

As required by the 2020 Clean Water Act Section 401 Certification Rule, CONSULTANT will request a pre-filing meeting with the RWQCB at least 30 days prior to the submittal of the application. The primary intent of the pre-filing meeting is to provide preliminary project information and solicit feedback on the expected application content and completeness. Additional objectives are to explain the proposed project, discuss project schedule, receive agency buy-in of the permit approach, and identify specific agency staff assigned to the project in advance of submitting permit applications. The ENVIRONMENTAL CONSULTANT has found that early coordination with the agencies and identification of assigned agency staff prior to submitting applications has led to quicker agency review of submitted materials and faster response times.

Water Quality Order Application:

An application for a Water Quality Order will be prepared and submitted to the RWQCB for review a minimum of 30 days following the pre-filing meeting request. The application will include:

- A detailed description of the proposed project, including cross-sections or similar graphic depicting the proposed work;
- · A description of the project's purpose;
- A detailed description of the jurisdictional areas that would be affected by the proposed project;
- Avoidance and minimization measures for impacts on waters of the State and water quality;
- A discussion of the approvals and certifications being obtained from other federal, state and local agencies;
- An alternatives analysis, if warranted;
- A brief restoration plan to address the temporary impacts, commensurate with level of temporary impacts;
- · A discussion of the proposed compensatory mitigation for permanent impacts, if warranted; and
- CEQA documentation.

Alternative analysis: An alternatives analysis is required as part of the application unless it meets one of the RWQCB alternatives analysis exemptions identified in the State Water Resources Control Board (SWRCB) State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State (Procedures) Implementation Guidance. The project does not meet exemptions g.i, and g.iii.-v. Furthermore, the project likely does not meet one of the g.ii a)-d) exemptions. Based on preliminary review of the project location, it is anticipated the project will qualify as a Tier 2 project. Tier 2 projects include any discharge of dredged or fill material that directly impacts more than one-tenth (0.1) and less than or equal to two-tenths (0.2) of an acre or more than 100 and less than or equal to 300 linear feet of waters of the state. Tier 2 projects require an analysis of on-site alternatives. CONSULTANT will work with COUNTY to prepare the alternatives analysis for incorporation into the application.

Restoration Plan: A draft restoration plan is required as part of a complete application. A restoration plan commensurate with the level of temporary impacts will be drafted in this regard and will outline design, implementation, assessment, and maintenance for restoring areas of temporary impact to pre-project conditions. CONSULTANT will prepare the draft restoration plan and submit it as part of the RWQCB application. The plan will also be useful to identify to the USACE and CDFW how the temporary impacts will be mitigated and addressed on-site, if required.

Upon submitting a draft restoration plan as part of a complete application to the RWQCB, the RWQCB will review the draft plan and provide input. ICF will work with RWQCB staff to address any questions they may

have, negotiate terms, and ultimately prepare a final restoration plan for approval by the RWQCB. If the USACE and CDFW also require a restoration plan for temporary impacts, CONSULTANT will also coordinate with them to ensure they also accept the RWQCB's proposed revisions, if any.

Compensatory Mitigation Plan: CONSULTANT will work with the COUNTY to identify agency approved mitigation banks or in-lieu fee programs to mitigate for the permanent impacts on aquatic resources. The RWQCB requires permittees who intend to fulfill their compensatory mitigation obligations through such means to also submit a draft compensatory mitigation plan that addresses the following:

- A watershed profile for the project evaluation area for both the proposed dredged or fill project and the proposed compensatory mitigation project.
- An assessment of the overall condition of aquatic resources proposed to be impacted by the project
  and their likely stressors, using an assessment method approved by the permitting authority.
   CONSULTANT will conduct a California Rapid Assessment Method (CRAM) analysis of the project site
  to inform the mitigation needs.
- A description of how the project impacts and compensatory mitigation would not cause a net loss of the overall abundance, diversity, and condition of aquatic resources, based on the watershed profile.

CONSULTANT will prepare the draft compensatory mitigation plan, addressing the items above, and submit it as part of the RWQCB application. A draft compensatory mitigation plan is required as part of a complete application. To inform the approach and recommendations in the draft compensatory mitigation plan, a California Rapid Assessment Method (CRAM) of the aquatic resources proposed to be impacted assessing the condition of those resources will be performed.

A compensatory mitigation plan is not typically required from the USACE or CDFW for permanent impacts that will be mitigated through an agency-approved mitigation bank or in-lieu fee program. Therefore, coordination with USACE or CDFW is not anticipated. Upon submitting it, the RWQCB will review the draft plan and provide input. CONSULTANT will work with RWQCB staff to address any questions they may have and ultimately prepare a final plan for approval by the RWQCB.

Implementation of mitigation by CONSULTANT is not assumed or included. CONSULTANT will make a reasonable effort to identify mitigation options that are acceptable to the resource agencies, however, CONSULTANT will not be responsible if no such acceptable mitigation options are identified or available.

Application Fee: An application fee must be provided to the RWQCB as part of the permit application. This fee is calculated based upon the extent of project-related impacts in acres, along with an annual fee based upon

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

#### 6.3. CDFW SECTION 1602 STREAMBED ALTERATION AGREEMENT

A Lake or Streambed Alteration notification will be prepared and submitted to CDFW for review. The request will include a completed notification form, detailed project description, description of project impacts, CEQA documentation, and a brief description of proposed mitigation.

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

### 6.4. COORDINATION AND PROCESSING

The resource agency notifications will be coordinated with USACE, RWQCB, and CDFW throughout processing to ensure that any potential issues are made known to the project team and resolved at the earliest possible opportunity. Coordination may include telephone, e-mail, or written correspondence. If additional coordination efforts beyond what can be reasonably expected are required due to unforeseen complications related to permitting activities or difficulties in locating appropriate mitigation sites, if required, then this will be communicated to the County and a scope will be provided for approval for this additional effort.

### PHASE III - CONSTRUCTION BIDDING AND AWARD SUPPORTS

### 7.1. ATTEND A PRE-BID MEETING

CONSULTANT shall remain available to attend a pre-bid meeting to be scheduled in advance of the bid opening date.

### 7.2. BIDDING INTERPRETATIONS, BID REVIEW AND ANALYSIS

CONSULTANT shall answer bidders' questions regarding the contract bid documents, and prepare bid addenda if required. CONSULTANT shall perform bid review and analysis, if required.

### PHASE IV - DESIGN SERVICES DURING CONSTRUCTION

### 8.1. ATTEND A PRE-CONSTRUCTION MEETING AND SITE MEETINGS

CONSULTANT shall attend a pre-construction meeting as directed by COUNTY. CONSULTANT shall perform site visits during the construction as requested by COUNTY. This scope includes up to five site meetings.

# 8.2. ADMINISTRATION, RESPOND TO CONTRACTOR'S RFI AND REVIEW SHOP DRAWING SUBMITTALS

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

CONSULTANT shall provide response to contractor's requests for information (RFI's) about the contract plans and specifications forwarded to the design team by COUNTY within reasonable time of receipt.

It is assumed that the COUNTY will procure the services of a Construction Management firm, and material testing, inspection, and other elements are not included in this scope. This scope pertains exclusively to engineering support during construction.

### 8.3. PREPARE CONSTRUCTION CHANGE ORDERS

Upon written authorization from COUNTY, CONSULTANT shall provide engineering design services for revisions to construction documents resulting from changed field or unforeseen conditions or other change order work required due to actions of COUNTY. Subsequent change order documentation and processing shall be prepared by COUNTY's Resident Engineer, Construction Change Orders resulting from errors and omissions by the CONSULTANT shall be prepared by the CONSULTANT at no additional cost to the COUNTY.

### 8.4. PREPARE AS-BUILT PLANS

Following the completion and acceptance of the project, CONSULTANT shall furnish COUNTY with a complete set of revised contract drawings showing as-built conditions. Revisions shall be solely based on as-built redlined information provided by COUNTY. The as-built plans shall be delivered to COUNTY 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. Preliminary Engineering and Environmental
- II. Plans, Specifications & Estimates
- III. 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 completion of the aforesaid work. When such delay occurs, CONSULTANT shall promptly notify COUNTY in writing of the cause and of the extent of the delay whereupon COUNTY shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the work when, in

COUNTY's judgment, their findings of fact justify such an extension of time.

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

### E. FINAL ACCEPTANCE

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

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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. CONSULTANT is allowed to request annual Position Hourly Rate adjustments subject to COUNTY PROJECT MANAGER's approval in writing. Position Hourly Rates requested shall not exceed the Maximum Position Hourly Rates specified in Attachment D, which is attached hereto and incorporated herein, unless approved by COUNTY PROJECT MANAGER in writing.

### 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...... Not Applicable

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

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28 29 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.

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.

(sum of Payroll Additives and Overhead Costs)

### **B. FIXED FEE**

- 1. The Total Fixed Fee payable to the CONSULTANT is \$62,932.13 (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	Unit Cost	Budget
Outside Reproduction	35000	EA	\$0.12	\$4,200
Shipping/Express Mailing	80	EA	\$25	\$,2000
Prints	8125	SF	\$0.32	\$2,600
Plots	1512	SF	\$1.60	\$2,419
Potholing	5	EA	\$2000	\$10,000

### 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 in Attachment D herein. All adjustments to rates shall be subject to approval by the COUNTY Director of Transportation, or his designee.

### 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 requirements.

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

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

### **ARTICLE CV • PAYMENT**

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

### ARTICLE CVI • COST PROPOSAL

The following cost proposal worksheets reflect the negotiated targeted contract amounts. The cost proposal will serve as a guideline and reference document during the execution of this contract. The total amount of the contract is not to exceed \$2,084,792.92. Reimbursement is to be made at actual cost plus fixed fee, however, billing shall not exceed the rates provided in Section B above. In the event a contingency budget is provided, COUNTY shall hold such contingency in reserve for unforeseen Extra Work that may arise during the performance of this agreement. Contingency budget shall only be used at the discretion of the COUNTY's Contract Administrator, and with prior written authorization by the COUNTY's Contract Administrator in the form of an Administrative Budget Modification as required by the COUNTY's Consulting Services Manual. Contingency budgets are not allowed for services that are paid in whole or in part with federal-aid funding.

### Gilman Springs Road Bridge Replacement Fee Proposal Summary

March 27, 2022

COMPANIES	2	PHASEI	PHASE II	PHASE III	PHASE IV		TOTAL
Biggs Cardosa Associates, Inc. Prime	\$	177,810.69	\$ 471,882.16	\$ 7,113.90	\$ 56,665,81	\$	713,472.57
Arellano Associates Public Outreach	\$	35,161.92				\$	35,161.92
Avila & Associates Bridge Hydraulics / Scour	\$	41,280.00				\$	41,280.00
Earth Mechanics, Inc. Geotechnical Engineering	\$	83,535,75	\$ 69,951.69		\$ 9,471.81	\$	162,959.25
ICF Environmental Documentation	\$	692,259.42			\$ 31,710.87	\$	723,970.30
Psomas Civil/Roadway, Utilities	\$	117,115.51	\$ 187,095.42	\$ 2,804.34	\$ 39,118.59	\$	346,133.85
Translutions Traffic Studies	\$	61,815.02				\$	61,815.02
TOTAL	\$	1,208,978.32	\$ 728,929.27	\$ 9,918.24	\$ 136,967.08	\$ :	2,084,792.92

Phase I Preliminary Engineering & Environmental

Phase II Plans, Specs & Estimates

Phase III Bid Support

Phase IV Construction Support

FEE PROPOSAL WORKSHEET		
COMPANY	SCOPE OF WORK	PHASE:
Biggs Cardosa Associates, Inc.	Project Summary	All Phases
PROJECT:		DATE
Gilman Springs Road Bridge Replacement		March 27, 2022

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Michael Thomas	Principal II	54	@ \$121,25	\$6,547.50
Eric Pheifer	Associate	415	@ \$95.63	\$39,686,45
Geoff Dizon	Engineering Manager	136	@ \$66.92	\$9,101.12
	Senior Engineer	296	@ \$58.85	\$17,419.60
	Project Engineer	830	@ \$50.48	\$41,898.40
	Staff Engineer	720	@ \$44.49	\$32,032.80
	Assistant Engineer	716	@ \$40.96	\$29,327,36
	Junior Engineer	760	@ \$34.00	\$25,840.00
	Senior Computer Drafter	460	\$47.75	\$21,965.00
	Computer Drafter	840	@ \$30.00	\$25,200.00
	BIM / Visualization Specialist	100	@ \$39.52	\$3,952.00
	Project Administrator	136	@ \$49.40	\$6,718.40

		TOTAL HOURS	5,463	TOTAL AMOUNT	\$259,688.63
MULTIPLIERS					
ESCALATION @		(Rates Vary by Phase)			\$14,477.64
OVERHEAD @	129.54%	(of Direct Labor + Escalation)			\$355,154,98
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)			
PROFIT (FIXED FEE)	10.0%				\$62,932.12
				TOTAL MULTIPLIERS	\$432,564.74

### OTHER DIRECT COSTS .... Billed at Actual Cost ...

TEM CONTRACTOR OF THE STATE OF	QUANTITY	UNIT	- L	JNIT COST	AMOUNT
Outside Reproductions	35000	EA		\$0.12	\$4,200.00
Shipping/Express Mailing	80	EA		\$25,00	\$2,000.00
Prints	8125	SF		\$0.32	\$2,600.00
Plots	1512	SF		\$1.60	\$2,419.20
Potholes	5	EA	@	\$2,000.00	\$10,000.00

TOTAL ODC'S: \$21,219.20

### SUB CONSULTANT SERVICES

COMPANY	LABOR	MULTIPLIERS	ODC's	TOTAL
Arellano Associates	\$9,850.00	\$14,011.92	\$11,300.00	\$35,161.92
Avila & Associates	\$16,289.76	\$24,711.48	\$278.76	\$41,280.00
Earth Mechanics, Inc.	\$42,758.00	\$97,143.90	\$23,057.35	\$162,959.25
ICF	\$242,523.89	\$454,452.41	\$26,994.00	\$723,970.30
Psomas	\$111,832,58	\$234,301.28		\$346,133.86
Translutions	\$19,591.60	\$39,723,42	\$2,500.00	\$61,815.02

TOTAL SUBCONSULTANT SERVICES \$1,371,320.35

FEE PROPOSAL WORKSHEET		
COMPANY	SCOPE OF WORK:	PHASE:
Biggs Cardosa Associates, Inc.	Preliminary Engineering & Environmental	Phase I
PROJECT		DATE
Gilman Springs Road Bridge Replacement		March 27, 2022

PERSONNEL	POSITION	HQURS		RATE	AMOUNT
Michael Thomas	Principal II	24	@	\$121.25	\$2,910.00
Eric Pheifer	Associate	225	@	\$95.63	\$21,516.75
Geoff Dizon	Engineering Manager	40	@	\$66.92	\$2,676.80
	Senior Engineer	44	@	\$58.85	\$2,589.40
	Project Engineer	246	@	\$50.48	\$12,418.08
	Staff Engineer	60	@	\$44.49	\$2,669.40
	Assistant Engineer	120	@	\$40.96	\$4,915,20
	Junior Engineer	160	@	\$34.00	\$5,440.00
	Senior Computer Drafter	20	@	\$47.75	\$955.00
	Computer Drafter	80	@	\$30.00	\$2,400.00
	BIM / Visualization Specialist	80	@	\$39.52	\$3,161.60
	Project Administrator	136	@	\$49.40	\$6,718.40

		TOTAL HOURS	1,235	TOTAL AMOUNT	\$68,370.63
MULTIPLIERS					
ESCALATION @	3.00%	(of Direct Labor)			\$2,051.12
OVERHEAD @	129.54%	(of Direct Labor + Escalation)			\$91,224.33
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)			
PROFIT (FIXED FEE)	10.0%				\$16,164.61
				TOTAL MULTIPLIERS:	\$109,440.06

### OTHER DIRECT COSTS ... Billed at Actual Cost ...

Outside Reproductions	EA	\$0.12	
	<b></b> ' \	\$0.1Z	
Shipping/Express Mailing	EA	\$25.00	
Prints	SF	\$0.32	
Plots	SF	\$1.60	
Potholes	EA	\$2,000.00	

TOTAL ODC'S

### SUB CONSULTANT SERVICES

Company	LABOR	MULTIPLIERS	ODC's	TOTAL
Arellano Associates	\$9,850.00	\$14,011.92	\$11,300.00	\$35,161.92
Avila & Associates	\$16,289.76	\$24,711.48	\$278.76	\$41,280.00
Earth Mechanics, Inc.	\$19,135.00	\$41,343.40	\$23,057-35	\$83,535.75
ICF	\$231,615.61	\$434,351,81	\$26,292.00	\$692,259.42
Psomas	\$38,895.10	\$78,220.41		\$117,115-51
Translutions	\$19,591.60	\$39,723.42	\$2,500.00	\$61,815-02

TOTAL SUBCONSULTANT SERVICES \$1,031,167.63

FEE PROPOSAL WORKSHEET		
COMPANY: Biggs Cardosa Associates, Inc.	SCOPE OF WORK:  Plans, Specs & Estimates	PHASE: Phase II
PROJECT: Gilman Springs Road Bridge Replacement		DATE: <b>March 27, 2022</b>

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
Michael Thomas	Principal II	16	@	\$121.25	\$1,940.00
Eric Pheifer	Associate	128	@	\$95.63	\$12,240.64
Geoff Dizon	Engineering Manager	56	@	\$66.92	\$3,747.52
	Senior Engineer	236	@	\$58.85	\$13,888.60
	Project Engineer	460	@	\$50.48	\$23,220.80
	Staff Engineer	660	@	\$44.49	\$29,363.40
	Assistant Engineer	516	@	\$40.96	\$21,135.36
	Junior Engineer	600	@	\$34.00	\$20,400.00
	Senior Computer Drafter	420	@	\$47.75	\$20,055.00
	Computer Drafter	720	@	\$30.00	\$21,600.00
	BIM / Visualization Specialist	20	@	\$39.52	\$790.40
	Project Administrator			\$49.40	

		TOTAL HOURS:	3,832	TOTAL AMOUNT:	\$168,381.72
MULTIPLIERS					
ESCALATION @	6.00%	(of Direct Labor)			\$10,102.90
OVERHEAD @	129.54%	(of Direct Labor + Escalation)			\$231,208.98
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)			
PROFIT (FIXED FEE)	10.0%				\$40,969.36
				TOTAL MULTIPLIERS:	\$282,281.24

#### OTHER DIRECT COSTS · · · Billed at Actual Cost · · ·

TEM STATE OF THE S	QUANTITY	UNIT		UNIT COST	AMOUNT
Outside Reproductions	35000	EA	@	\$0.12	\$4,200.00
Shipping/Express Mailing	80	EA	@	\$25.00	\$2,000.00
Prints	8125	SF	@	\$0.32	\$2,600.00
Plots	1512	SF	@	\$1.60	\$2,419.20
Potholes	5	EA	@	\$2,000.00	\$10,000.00

\$21,219.20 TOTAL ODC'S:

### SUB CONSULTANT SERVICES

LABOR	MULTIPLIERS	ODC's	TOTAL
\$20,914.00	\$49,037.69		\$69,951.69
\$60,377.48	\$126,717.94		\$187,095.42
	\$20,914.00	\$20,914.00 \$49,037.69	\$20,914.00 \$49,037.69

TOTAL SUBCONSULTANT SERVICES: \$257,047.11

FEE PROPOSAL WORKSHEET		
COMPANY:	SCOPE OF WORK:  Bid Support	PHASE:
Biggs Cardosa Associates, Inc. PROJECT:	ый зирроп	DATE
Gilman Springs Road Bridge Replacement		March 27, 2022

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
Michael Thomas	Principal II	4	@	\$121.25	\$485.00
Eric Pheifer	Associate	10	@	\$95.63	\$956.30
Geoff Dizon	Engineering Manager			\$66.92	
	Senior Engineer	16	@	\$58.85	\$941.6
	Project Engineer	4	@	\$50.48	\$201.9
	Staff Engineer			\$44,49	
	Assistant Engineer			\$40.96	
	Junior Engineer			\$34.00	
	Senior Computer Drafter			\$47.75	
	Computer Drafter			\$30.00	
	BIM / Visualization Specialist			\$39.52	
	Project Administrator			\$49.40	
MULTIPLIERS	TOTAL HO	URS 34	,	FOTAL AMOUNT	\$2,584.8
ESCALATION @	9,00% (of Direct Labor)				\$232.6
OVERHEAD @	129.54% (of Direct Labor + Esc	alation)			\$3,649.7

-	MULTIPLIERS			
ſ	ESCALATION @	9.00%	(of Direct Labor)	\$232.63
1	OVERHEAD @	129.54%	(of Direct Labor + Escalation)	<b>\$3,649</b> .73
1	PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
-1	PROFIT (FIXED FEE)	10.0%		\$646-72

OTHER DIRECT COSTS · · · Billed at Actual Cost · · ·

	Dilloa at / total coot				
	ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Outside Reproductions			EA	\$0-12	
Shipping/Express Mailing			EA	\$25.00	
Prints			SF	\$0.32	
Plots			SF	\$1.60	
Potholes			EA	\$2,000.00	

TOTAL ODC'S

TOTAL MULTIPLIERS

### SUB CONSULTANT SERVICES

	COMPANY	LABOR	MULTIPLIERS	ODC's	TOTAL
Arellano Associates					
Avila & Associates					
Earth Mechanics, Inc.					
ICF					
Psomas		\$880.08	\$1,924.26		\$2,804.34
Translutions					

TOTAL SUBCONSULTANT SERVICES

\$2,804.34

\$4,529.08

FEE PROPOSAL WORKSHEET	CONTRACTOR OF THE PARTY OF THE	
COMPANY	SCOPE OF WORK	PHASE:
Biggs Cardosa Associates, Inc.	Construction Support	Phase IV
PROJECT:		DATE:
Gilman Springs Road Bridge Replacement		March 27, 2022

PERSONNEL	POSIT	TON	HOURS		RATE	AMOUNT
Michael Thomas	Principal II		10	@	\$121.25	\$1,212,50
Eric Pheifer	Associate		52	@	\$95.63	\$4,972.76
Geoff Dizon	Engineering Manager		40	@	\$66.92	\$2,676.80
	Senior Engineer				\$58.85	
	Project Engineer		120	@	\$50.48	\$6,057.60
	Staff Engineer				\$44.49	
	Assistant Engineer		80	@	\$40.96	\$3,276.80
	Junior Engineer				\$34,00	
	Senior Computer Drafter		20	@	\$47.75	\$955.00
	Computer Drafter		40	@	\$30,00	\$1,200.00
	BIM / Visualization Specialis	st .			\$39.52	
	Project Administrator				\$49.40	
MULTIPLIERS	-	TOTAL HOURS:	362	Ţ	OTAL AMOUNT:	\$20,351.46
ESCALATION @	10.27%	(of Direct Labor)				\$2,090.98
OVERHEAD @	129.54%	(of Direct Labor + Escalation)				\$29,071.94

			-	<b>+20,00</b>
MULTIPLIERS				
ESCALATION @	10.27%	(of Direct Labor)		\$2,090.98
OVERHEAD @	129.54%	(of Direct Labor + Escalation)		\$29,071.94
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)		
PROFIT (FIXED FEE)	10.0%			\$5,151.44
			TOTAL MULTIPLIERS	\$26 21A 25

#### OTHER DIRECT COSTS · Billed at Actual Cost · · ·

THE REPORT OF THE PROPERTY OF	QUANTITY	UNIT	UNIT COST	AMOUNT
Outside Reproductions		EA	\$0.12	_
Shipping/Express Mailing		EA	\$25,00	
Prints		SF	\$0,32	
Plots		SF	\$1.60	
Potholes		EA	\$2,000.00	
			TOTAL ODC'S	

TOTAL ODC'S.

### SUB CONSULTANT SERVICES

Arellano Associates
Avila & Associates
Earth Mechanics, Inc.
ICF
_

Avila & Associates			
Earth Mechanics, Inc.	\$2,709.00	\$6,762.81	
ICF	\$10,908.28	\$20,100.59	\$702.00
Psomas	\$11,679.92	\$27,438.67	
Translutions			

TOTAL SUBCONSULTANT SERVICES

\$80,301.27

\$9,471.81

\$31,710.87 \$39,118.59

TOTAL

\$136,967.08

MANHOUR WORKSHEET		
COMPANY:	SCOPE OF WORK.	PHASE
Biggs Cardosa Associates, Inc.	Manhour Summary	All Phases
PROJECT:		DATE
Gilman Springs Road Bridge Replacement		March 27, 2022

TASK X	\$306.15 \$241.46 \$168.9	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	106.15 \$241.46 \$168.97			THE STATE STATE OF THE STATE OF	2.33 \$103.42 \$8	Works the Se	A STRUCTURE STRU	Total State of the	Solve State	S99.79 \$124.73	S. S	Aours		(Top & Bottom) HOURS
PHASE TOTALS	25	415	136	296	830	720	716	760	460	840	100	136		5,463		5,463
THE REAL PROPERTY.	24	225	40	4	246	9	120	160	70	80	80	136		1,235		1,235
HASEII	16	128	56	236	460	099	516	009	420	720	20			3,832		3,832
HASE III	4	10		16	4									•	34	34
PHASE IV	10	52	40		120		80		20	40				ř	362	362



# PHASE TOTALS

PHASEII	PHASE III	PHASE IV
	ai.	В

COMPANY:						SCOPE OF WORK	JRK:				HA	PHASE			
Biggs Cardosa Associates, Inc.						Prelimina	ary Engine	Preliminary Engineering & Environmental	vironment	<u>-a</u>		Phase			
PROJECT: Gilman Springs Road Bridge Replacement											DATE	ATE: March 27, 2022			
78.SK	T TO TE CHARLE	11. 10. 10. 10. 10. 10. 10. 10. 10. 10.	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Stown of Delivery	STORAL STORES	1.5	The state of the s	1867	STANDAL TOWN	18. 36 B	\$1,780,000 pp. 180.	*01.41.81.11.02.5.11.0	COLORD STREET	Aours	COST
	\$306.15 \$;	1	\$168.97	\$148 59	\$127.46	\$112.33	\$103,42	\$85.85	5 20 57	\$7575 S	99 79 \$1	24 73			
Total Manhours	24	225	40	4	246	9	120	160	70	80	80	136		1,235	
1.0 Project Management															
1.1 Project Administration	12	24										48		84	\$ 15,456
1.2 Coordination and Meetings															
1.2.1 Project Development Team Meetings	4	96			24									124	\$ 27,464
1.2.2 Caltrans Local Assistance	2	12			16			40						70	\$ 8,983
1.3 Project Schedule		16			40							<b>∞</b>		64	096'6 \$
1.4 Work Plan / Project Management Plan	2	4		œ	∞		16					40		78	\$ 10,431
1.5 Quality Control / Quality Assurance Plan	7	4	ω .	20			40					40		114	\$ 15,028
2,1 Collect and Review Existing Information		4					16	40						09	\$ 6,055
2.2 Conduct Field Review		4			œ									12	\$ 1,986
3 1 Final Retroft Strateov Report		•	4	œ	4	2	40	S						170	¢ 17 638
3.2 Traffic Studies		7						3						2	- 1
3.3 Utility Research and Base Map		4					8							12	-
3.4 Permits	2	4	œ		40									\$	\$ 8,028
3.6 Preliminary Geotechnical		4	œ		40									52	\$ 7,416
3.7 Right of Way Requirement Map															
3.8 Preliminary Roadway and Geometric Plans		4												4	\$ 966
3.9 Stage Construction Design		2												2	\$ 483
3.10 Structure Advanced Planning Study		4	80		80	20			20	40				100	\$ 11,025
3.11 Hydrologic, Hydraulic, and Scour Studies		7				4								9	\$ 932
3.12 35% Roadway Plans		7			4									9	\$ 993
3.13 Prelim Hydrology / Drainage Report		7												2	\$ 483
3.14 Advisory and Mandatory Fact Sheets															
3,15 Preliminary Engineering Report		œ	4	ω	16					04				92	\$ 8,866
4.1 Project Initiation															
Public Meetings		σ			18						80			107	\$ 12.450

MANHOUR WORKSHEET										
COMPANY: Biods Cardosa Associates, Inc.		SCOPE	SCOPE OF WORK: Preliminary Engineering & Environmental	a & Environm	ental	PHASE:				
PROJECT: Gilman Springs Road Bridge Replacement				0		DATE: March 27, 2022	, 2022			
TASK	STAIDAS ACAISA STOOMAN SAINTHIONE PLAIDAS A	1 Carl	till traffic	JANONE OHOL	41, 41 Mbs	CHAZ SATA	NO STRAIGHTHON TO STRONG	Mours		COST
4.3 Technical Studies	-								20 \$	3,340
4.4 Environmental Document	4	4	8						16 \$	2,374

MANHOUR WORKSHEET				i	H		ķ	H				B		H			H	H
COMPANY: Bliggs Cardosa Associates, Inc.						S	SCOPE OF WORK: Plans, Specs & Estimates	RK. ecs & Es	imates				PHASE Phase II	=				
PROJECT: Gilman Springs Road Bridge Replacement													DATE	ATE: March 27, 2022				
TASK	Nigg.	17000	W. To. at J. Co. Sep.	The state of the s	TO LAND TO BEST	AND ROLL SON TO SERVICE STATE OF THE SERVICE S		0	THE RESIDENCE OF THE PROPERTY	THE TOWN TO SHAPE				10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	HO SIN TON	HOURS	, s	100.
Total Manhours	\$306 15 16	5241 46	\$ \$168.5	\$148	8.59 \$12 <b>236</b>		6	\$103.42 <b>516</b>	\$85.85	\$120 57 <b>420</b>	\$75.75 <b>720</b>	\$99 79 <b>20</b>	\$124 73			3,832	2	
5.1 Geotechnical Engineering		4	_		H	80											12 \$	1,986
5.2 Storm Water Pollution Prevention Plan		14	2														-	483
5.3 Utility Coordination & Relocation Design		16	10														16 \$	3,863
5,4 35% Design																		
5,4.1 Roadway Design		.~	7			4		<b>∞</b>									₩.	1,820
5,4,2 Bridge Type Selection		4		∞	16		9			8						128	₩	16,422
5.5 65% PS&E																		
5.5.1 Roadway Design		.,	2			4		70								2	\$ 92	3,061
5.5.2 Unchecked Structure Plans	4	40	_		80	80	180	240	360	240	480					1,704	₩	174,209
5.6 90% PS&E																		
5.6.1 Roadway PS&E		.,	2			4		œ							_	_	14 \$	1,820
5.6.2 Bridge Design Independent Check	4	w	8	40	80	240	240									612	•	79,353
5.6.3 Structure PS&E		w	80		20	40	8	120	240	120	240	20	•			888	₩	86,646
5.7 Final PS&E	80	40		<b>∞</b>	40	80	120	120								416	₩.	55,491
					1	1	1								_		_	

MANHOUR WORKSHEET											
COMPANY:			SCOPE OF WORK:	ORK:			PHASE	SE			
Biggs Cardosa Associates, Inc.			Bid Support	oort			<b>Q</b>	Phase III			
Gilman Springs Road Bridge Replacement							2	larch 27, 202	2		
TASK	NA TATOMAGA	SINONI SONIS SIONONI SONIS	SIMONI JONE STREET	the test of the second	STANDAGE SORIES	417 41 403 41 103 40	SO I SA SIMINON 123 TO SA SIN IN SA	TOLISITALE TO ALL	40 Ival SIMM	Hours	COST
	\$306.15 \$241.46 \$168	.97 \$148.59 \$	127.46 \$112.33	.42 \$	85 \$120.57	\$75.75	\$99.79 \$1.	24.73			
Total Manhours	4 10	16	4							34	
7.1 Attend a Pre-Bid Meeting	2		4							9	\$ 993
7.2 Bid Interpretations, Review & Analysis	8	16								28	\$ 5,534
									-		

MANHOUR WORKSHEET		ß	H				k		B		K			k	H	k	ľ
COMPANY: Biggs Cardosa Associates, Inc.						SCOPE OF WORK.	COPE OF WORK:	ŧ				PHASE: Phase IV	2				
PROJECT: Gilman Springs Road Bridge Replacement												DATE. March	ATE. March 27, 2022				
TASK	100	The County	12 April 12	THE SALES	THE PROPERTY OF THE PARTY OF TH	A STATE OF S	thin one	NON THAT	St.	14.00 mg/s		SOLAN SIMONIS ON SOLAN	W. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.	601.441.8M	Hours		Cost
Total Manhours	\$306 15	\$241,46 <b>52</b>	\$168.97 <b>40</b>	\$148 59	\$127 46 <b>120</b>	\$112 33	\$103.42 <b>80</b>	\$85.85	\$120.57 <b>20</b>	\$75.75	\$99.79	\$124 73				362	
8.1 Pre-Construction & Site Meetings	4	16			40											90	10,186
8.2 RFIs and Shop Drawings		20			40		80								7	140 \$	18,201
8,3 Prepare Construction Change Orders	2	ω	40													\$ 09	9,303
8,4 As-Built Plans	4	σ			04				50	04					<del>[</del>	\$ 272	13,696
															-	-	

### **CALCULATIONS FOR ANTICIPATED SALARY INCREASES**

Consultant	Biggs Cardosa Associates, I	nc.		
Project No.	BRLS-5956(238)	Contract No.	Date	3/27/2022

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

Dire	ect Labor <u>Subtotal</u>	Total Hours		Avg Hourly	5 Year Contract
ре	er Cost Proposal	per Cost Proposal		Rate	Duration
\$	259.688.63	5463	=	\$ 4	17.54 Year 1 Avg Hourly Rate

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

	Avg H	ourly Rate		Proposed Escalation				
Year 1	\$	47.54	+	5%	=	\$	49,91	Year 2 Avg Hourly Rate
Year 2	\$	49.91	+	5%	=	\$	52.41	Year 3 Avg Hourly Rate
Year 3	\$	52.41	+	5%	=	\$	55.03	Year 4 Avg Hourly Rate
Year 4	\$	55.03	+	5%	=	\$	57.78	Year 5 Avg Hourly Rate

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

	Estimated %		Total Hours		Total Hours	
	Completed Each Year		per Cost Proposal		per Year	
Year 1	20.00%		5463.0	= 5	1092.6	Estimated Hours Year 1
Year 2	50.00%	•	5463.0		2731.5	Estimated Hours Year 2
Year 3	30,00%		5463.0		1638.9	Estimated Hours Year 3
Year 4	0.00%	3.0	5463.0	- 1	0.0	Estimated Hours Year 4
Year 5	0.00%		5463.0	= 1	0.0	Estimated Hours Year 5
Total	100%		Total	-	5463.0	

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

	-	Hourly Rate		Estimated hours (calculated above)		C	Cost per Year	
Year 1	\$	47.54		1093	-	\$	51,937.73	Estimated Hours Year 1
Year 2	\$	49.91		2732	_	\$	136,336.53	Estimated Hours Year 2
Year 3	\$	52.41		1639	=	\$	85,892.01	Estimated Hours Year 3
Year 4	\$	55.03		0	-	\$		Estimated Hours Year 4
Year 5	\$			0	-	\$		Estimated Hours Year 5
		Total Dire	ect Labor Cos	with Escalation	=	\$	274,166.27	
		Direct Lal	bor Subtotal b	efore Escalation	=	\$	259,688.63	
		Estimated total o	f Direct Labor	Salary Increase	=	\$	14,477.64	Transfer to Page 1

#### NOTES:

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

### **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

Prime Consultant or Subconsultant Certifying:

- 3. Title 23 United States Code Section 112 Letting of Contracts
- 4. 48 Code of Federal Regulations Part 31 Contract Cost Principles and Proceedures
- 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).

Name:	Michael Thomas, S,E	Title Principal / Vice	President
Signature:		Date of Certification:	3/27/2022
Email	MThomas@BigosCardosa.com	Phone number:	949.287.8787
Address	500 S. Main Street, Suite 1200, Orange, CA 92868		

\* 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;

PRIME CONSULTANT: Project Ma	nagement, Structural Engineering		

SUBCONSULTANT FEE PROPOSAL WORKSHE	ET	
COMPANY: Arellano Associates	SCOPE OF WORK:  Public Outreach	PHASE: All Phases
PROJECT: Gilman Springs Road Bridge Replacement		DATE: March 27, 2022

PERSONNEL	POSITION		HOURS	10-11	RATE	AMOUNT
Maria Yanez-Forgash	Project Manager		26	@	\$65.00	\$1,690.00
Edna Jimenez	Deputy Project Manager		58	@	\$55.00	\$3,190.00
Kyle Santiago	Senior Creative Coordinator		10	@	\$50.00	\$500.00
Monica Paderanga	Project Coordinator		89	@	\$30.00	\$2,670.00
	Assistant Project Coordinator		75	@	\$24.00	\$1,800.00
		-1-22714				
		TOTAL HOURS	258	AL DI	RECT LABOR	\$9,850.00

#### MULTIPLIERS

ESCALATION @		(Rates Vary by Phase)	
OVERHEAD @	120.23%	(of Direct Labor + Escalation)	\$11,842.66
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$2,169.27

TOTAL MULTIPLIERS

\$14,011.92

#### OTHER DIRECT COSTS

#### · · · Billed at Actual Cost · · ·

OTTIER DIRECT COSTS	Dilled at Actual Cost				
ITEM		QUANTITY	UNIT	UNIT COST	AMOUNT
Parcel Data		1	LS	@ \$300.00	\$300.00
Postage & Notice Distribution		5000	EA	@ \$0.50	\$2,500.00
Spanish Translation & Interpretation		1 1	EA	@ \$1,500.00	\$1,500.00
Newspaper Advertising		1	EA	@ \$7,000.00	\$7,000.00
			EA		
				TOTAL ODC'S	\$11,300.00

TOTAL ODC'S

\$11,300.00

SUBCONSULTANT FEE PROPOSAL WOR	RKSHEET	
COMPANY	SCOPE OF WORK	PHASE:
Arellano Associates	Public Outreach	Phase I
PROJECT		DATE
Gilman Springs Road Bridge Replacement		March 27, 2022

PERSONNEL	POSITION		HOURS		RATE	AMOUNT
Maria Yanez-Forgash	Project Manager		26	@	\$65.00	\$1,690.00
Edna Jimenez	Deputy Project Manager		58	@	\$55.00	\$3,190.00
Kyle Santiago	Senior Creative Coordinator		10	@	\$50.00	\$500.00
Monica Paderanga	Project Coordinator		89	@	\$30.00	\$2,670.00
	Assistant Project Coordinator		75	@	\$24.00	\$1,800.00
		TOTAL HOURS	258	'AL DIF	RECT LABOR	\$9,850.00

#### MULTIPLIERS

ESCALATION @		(of Direct Labor)	
OVERHEAD @	120.23%	(of Direct Labor + Escalation)	\$11,842.66
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$2,169.27

\$14,011.92 TOTAL MULTIPLIERS

#### OTHER DIRECT COSTS

#### · · · Billed at Actual Cost · · ·

THER DIRECT COSTS	Billed at Actual Cos	( ***				
ITEM	18 18 18 18	QUANTITY	UNIT	U	INIT COST	AMOUNT
Parcel Data	11	1	LS	@	\$300.00	\$300.0
Postage & Notice Distribution		5000	EA	@	\$0.50	\$2,500.00
Spanish Translation & Interpretation		1	EA	@	\$1,500.00	\$1,500.0
Newspaper Advertising		1	EA	@	\$7,000.00	\$7,000.00
					TOTAL ODC'S	\$11,300.0

TOTAL ODC'S \$11,300.00

COMPANY:	PHASE
Arellano Associates	All Phases
PROJECT:	DATE

Gilman Springs Road Bridge Replacement	olacement					March 27, 2022	
TASK	(OH)	TO SAN TOUR	A College Coll	430 JA 32 JA 10 10 10 10 10 10 10 10 10 10 10 10 10	ASIST ON AND SOCIAL SOC	NOH!	HOURS
PHASE TOTALS	\$157.46 ¥	58	10	88	75		258
PHASEI	26	28	10	68	75		258
PHASEII							
PHASE III							
PHASEIV							

Strings Replacement   String	SUBCONSULTANG MANGLOOK WORKSHEET					sco	SCOPE OF WORK:				PHASE:				
Springs Road Bridge Replacement   Nature 127, 2022	Arellano Associates					Δ.	ublic Outre	ach			Phase				
Strates 5732-4 Strate 558-4  2 6 8 10 89 75  Add 2 practice r 14 25 12 20  Summary 2 8 12 20  Summary 3 8 12 20  Summary 3 8 12 20  Summary 4 2 8 12 20	PROJECT: Gilman Springs Road Bridge Replacement									u .	ATE: March 27	, 2022			
Signate Signat  26 58 10 89 75  6 8 8 75  7 12 26 64 42 30  6 14 25 10 10  7 11 5 10  7 11 5 10  7 11 5 10  7 12 20  7 1	TASK	1,084	\$30 50,000 \$40,000	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	370 5710 647	To PAROS (AND SOS)	40 10 4 10 10 10 10 10 10 10 10 10 10 10 10 10						HOURS	Š	15
6 8 8 14 5 25 25 14 5 14 5 5 15 14 5 5 15 15 15 15 15 15 15 15 15 15 15 15	Total Manhours	\$157.46 \$	5133 24 S	5 5	89	75							258		
6 8 8 14 8 26 26 26 26 26 26 26 26 26 26 26 26 26	Task 4.1.1														
2 12 25 26 64 8 1	Project Meetings/Administration	9	80										4		1,011
intual mitg and 2 practice r 14 25 42 30	Stakeholder Distribution List	2	12		25	25							64		184
14         25         45         30         111         \$         111	Meeting Notification	2	ю	10	10								27		916,
	Public Meeting (1 - virtual mtg and 2 practice r		25		42	30							111		,332
	Comment Matrix & Final Outreach Summary		ω		12	20							42		3,416

#### **CALCULATIONS FOR ANTICIPATED SALARY INCREASES**

Consultant	Arellano Associates			
Project No.	BRLS-5956(238)	Contract No.	Date	3/23/2022

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

Dire	ct Labor <u>Subtotal</u>	Total Hours		Avg Hourly	5 Year Contract
ре	r Cost Proposal	per Cost Proposal		Rate	Duration
\$	9,850.00	258	=	\$	38.18 Year 1 Avg Hourly Rate

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

	Avg H	lourly Rate		Proposed Escalation		
Year 1	\$	38 18	+	5%	=	\$ 40.09 Year 2 Avg Hourly Rate
Year 2	\$	40.09	+	5%	=	\$ 42.09 Year 3 Avg Hourly Rate
Year 3	\$	42.09	+	5%	=	\$ 44.20 Year 4 Avg Hourly Rate
Year 4	\$	44.20	+	5%	=	\$ 46 41 Year 5 Avg Hourly Rate

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

	Estimated %		Total Hours		Total Hours	
	Completed Each Year		per Cost Proposal		per Year	
Year 1	100 00%	•	258.0	-	258 0	Estimated Hours Year 1
Year 2	0.00%	*	258.0	=	0.0	Estimated Hours Year 2
Year 3	0 00%		258.0	-	0.0	Estimated Hours Year 3
Year 4	0.00%	•	258.0	-	0.0	Estimated Hours Year 4
Year 5	0.00%	•	258.0	-	0.0	Estimated Hours Year 5
Total	100%		Total	=	258.0	

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

	Hourly Rate ulated above)		Estimated hours (calculated above)		Со	st per Year	
Year 1	\$ 38.18	•	258		\$	9,850.00	Estimated Hours Year 1
Year 2	\$ 40.09	•	0	-	\$	1100	Estimated Hours Year 2
Year 3	\$ 42.09	*	0	-	\$	The state of	Estimated Hours Year 3
Year 4	\$ 44.20	*	0	-	\$		Estimated Hours Year 4
Year 5	\$		0	-	\$		Estimated Hours Year 5
	Total Dire	ct Labor Co	st with Escalation	=	\$	9,850.00	
	Direct Lab	or Subtotal I	before Escalation	=	\$	9,850.00	
	Estimated total of	Direct Labo	r Salary Increase	=	\$	ADV A	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

#### **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 Proceedures
- 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).

## <u>Prime Consultant or Subconsultant Certifying:</u>

Name:	Genoveva L. Arellano	Title	*;	Principal		
Signature:	- Canowolffellano	Date	of Certi	fication:	3/	23/2022
Email:	Garellano@arellanoassociates.com	Phor	ne numb	er:	90	09.627.2974
Address:	5851 Pine Avenue, Suite A, Chino Hills, CA 91709					
	* An individual executive or financial officer of the consultant's Chief Financial Officer, or equivalent, who has authority to repcontract.					
List service	s the consultant is providing under the proposed contract:					
Public Outre	each, Communciations, and Stakeholder Engagement					

COMPANY:	SCOPE OF WORK:	PHASE:
Avila & Associates	Bridge Hydraulics / Scour	All Phases
PROJECT:		DATE:
Gilman Springs Road Bridge Replacement		March 27, 2022

PERSONNEL	POSITION		HOURS	RATE	AMOUNT
Cathy Avila	Project Manager		50	@ \$92.00	\$4,600.00
Todd Remington	Project Engineer		96	@ \$66.56	\$6,389.76
Holly Callahan	Associate Engineer		106	@ \$50.00	\$5,300.00
Elisa Davis	Project Assistant			\$39.50	
		TOTAL HOURS	252	'AL DIRECT LABOR	\$16,289.76

#### **MULTIPLIERS**

ESCALATION @		(Rates Vary by Phase)	\$491.95
OVERHEAD @	122.11%	(of Direct Labor + Escalation)	\$20,492.15
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	: · · · · · · . l · · ·
PROFIT (FIXED FEE)	10.0%		\$3,727.39

TOTAL MULTIPLIERS \$24,711.48

#### OTHER DIRECT COSTS

### · · · Billed at Actual Cost · · ·

THEN DINEOT COOTS	Dilled at Actual Cost				
ITEM	QUANTIT	Y UNIT	U	NIT COST	AMOUNT
Travel (Mileage)	50	MILES	@	\$0.58	\$28.76
Travel (Airline)	1	EA	@	\$250.00	\$250.00

TOTAL

\$41,280.00

SUBCONSULTANT FEE PROPOSAL WO	PRKSHEET	
COMPANY:	SCOPE OF WORK:	PHASE:
Avila & Associates	Bridge Hydraulics / Scour	Phase I
PROJECT:		DATE:
Gilman Springs Road Bridge Replacement		March 27, 2022

PERSONNEL			POSI	TION	8		HOURS		RATE	AMOUNT
Cathy Avila	Project M	anager					50	@	\$92.00	\$4,600.00
Todd Remington	Project E	ngineer					96	@	\$66.56	\$6,389.76
Holly Callahan	Associate	Engine	er				106	@	\$50.00	\$5,300.00
Elisa Davis	Project As	ssistant							\$39.50	
					TOTAL	HOURS	252	AL D	IRECT LABOR	\$16,289.76

#### MULTIPLIERS

ESCALATION @	3.02%	(of Direct Labor)	\$491.95
OVERHEAD @	122.11%	(of Direct Labor + Escalation)	\$20,492.15
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$3,727.39

TOTAL MULTIPLIERS \$24,711.48

#### OTHER DIRECT COSTS

#### · · · Billed at Actual Cost · · ·

THER DIRECT COSTS	••• Billed at Actual	Cost			
ITEN		QUANTITY	UNIT	UNIT COST	AMOUNT
Travel (Mileage)		50	MILES	@ \$0.58	\$28.76
Travel (Airline)		1	EA	@ \$250.00	\$250.0
				TOTAL ODG	c <b>£279.7</b>

TOTAL ODC'S

\$278.76

SUBCONSULTANT MANHOUR WORKSHEET SUMMARY		
COMPANY	SCOPE OF WORK	PHASE.
Avila & Associates	Bridge Hydraulics / Scour	All Phases
PROJECT		DATE
Gilman Springs Road Bridge Replacement		March 27, 2022

TASK	\$224.78	\$162.62	\$122.16	224.78 \$162.62 \$122.16 \$96.51	All States					HOURS		
PHASE TOTALS	20	96	106							252	2	
PHASE I	20	96	106							252	5	
PHASEII												
PHASE												
PHASE IV												

SUBCONSULTANT MANHOUR WORKSHEET	100		100						The second	No.	1	100		W.		3
COMPANY						SCOPE OF WORK	RK-				PHASE					
Avia & Associates				1		Bridge Hy	Bridge Hydraulics / Scour	scour			Phase I	- Se				
Gilman Springs Road Bridge Replacement											Mar	March 27, 2022	~			
TASK		STOPNOW	NA PROPERTY.	10 No. 17	TANTAGOS NO STANTAGOS TO STANTA	Sa.										
	1044 T8	24 CA SA	32 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	430 43 95 S	College									HOURS		cost
Total Manhours		96	106				4								252	
1.1 Project Team Meetings																
PDT Meetings	∞														<b>∞</b>	1,798
2.1 Collect & Review Existing Information																
Gather Information	7	7	2												<b>∽</b>	1,019
2.2 Conduct Field Review																
Field Review of Project Site	<b>∞</b>														<b>∞</b>	1,798
3.11 Hydrologic, Hydraulic & Scour Studies																
Hydrographs for Unsteady Flow Analysis	2	∞	4												4	2,239
2D Unsteady Flow Hydraulic Analyses	9	36	16												58	9,158
Bridge Scour & Bank Protection Sizing	9		26												32 \$	4,525
Report Preparation	∞	18	36												62 \$	9,123
Floodplain Encroachment Report	2	4	00												14 \$	2,077
Summer Low Flow Analysis	∞	78	14												\$ 09	8,062
												- 1				
										1						
						3							1			
														_		
									-	-	1				_	

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

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

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

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

Direct Labor <u>Subtotal</u>	Total Hours	Avg Hourly	5 Year Contract
per Cost Proposal	per Cost Proposal	Rate	Duration
\$16,289.28	252	\$64.64	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	\$64 64	+	3.00%	=	\$66.58	Year 2 Avg Hourly Rate
Year 2	\$66 58	+	3 00%	=	\$68.58	Year 3 Avg Hourly Rate
Year 3	\$68 58	+	3 ()()%	=	\$70,63	Year 4 Avg Hourly Rate
Year 4	\$70 63	+	3,00%	-	\$72.75	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Ye	ar	Total Hours per Cost Proposal		Total Hours per Year	
Year 1	25 00%	*	252.0	=	63.0	Estimated Hours Year
Year 2	50 00%	*	252 ()	=	126.0	Estimated Hours Year
Year 3	25.00%		252.0	=	63 0	Estimated Hours Year
Year 4	0.00%	*	252 0	=	0.0	Estimated Hours Year 4
Year 5	0 00%		252.0	=	00	Estimated Hours Year 5
Total	100%		Total		252.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$64 64	*	63.0	=	\$4,072.32	Estimated Hours Year
Year 2	\$66.58	*	126 0	=-	\$8,388.98	Estimated Hours Year 2
Year 3	\$68.58	*	63.0	=	\$4,320.32	Estimated Hours Year
Year 4	\$70 63	*	0.0	=	\$0.00	Estimated Hours Year
Year 5	\$72.75	*	0.0	=	\$0.00	Estimated Hours Year 5
	Total Direct	Labor Cost w	ith Escalation	=	\$16,781.62	
	Direct Labor	Subtotal befo	ore Escalation	=	\$16,289.28	
	Estimated t	otal of Direct	Labor Salary	=	\$492.34	Transfer to Page 1

#### NOTES

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

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

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

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

#### **Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

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

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

#### Prime Consultant or Subconsultant Certifying:

Name:	Catherine M.C. Avila	Title*: _l	President	
Signature:	Coshem MC fail	Date of Cert	tification (mm/dd/yyyy)	3/18/2022
Email:	cavila@avilaassociates	Phone Number:	925-673-0549	
Address:	712 Bancroft Road #333, Walnut Cree	ek, CA 94598		
no lower	ridual executive or financial officer than a Vice President or a Chief Finitial cial information utilized to establish	nancial Officer, or	equivalent, who has auth	
List servi	ces the consultant is providing und	er the proposed cor	ntract:	
Hydrology	, Hydraulics and Scour Analysis			

SUBCONSULTANT FEE PROPOSAL WORKSHEET		
COMPANY: Earth Mechanics, Inc.	SCOPE OF WORK.  Geotechnical Engineering	PHASE: All Phases
PROJECT; Gilman Springs Road Bridge Replacement		DATE   March 27, 2022

PERSONNEL	POSITION	HOURS	886	RATE	AMOUNT
Alahesh Thurairajah	Principal / Project Manager	100	@	\$93.00	\$9,300.00
Wendy Drummond	Principal Engineering Geologist	160	@	\$71.40	\$11,424.00
Chien-Tai Yang	Senior Engineer	120	@	\$61.40	\$7,368.00
Michael Hoshiyama	Senior Project Geologist	80	@	\$55.10	\$4,408.00
Kiat Kiakul	Senior Technician	60	@	\$47.50	\$2,850.00
Pratha Ragavan	Project Engineer	160	@	\$46.30	\$7,408.00

TOTAL HOURS 680 AL DIRECT LABOR \$42,758.00

#### **MULTIPLIERS**

ESCALATION @		(Rates Vary by Phase)	\$2,834.04
OVERHEAD @	178.96%	(of Direct Labor + Escalation)	\$81,591,51
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$12,718.35

TOTAL MULTIPLIERS \$97,143.90

#### OTHER DIRECT COSTS

#### · · · Billed at Actual Cost · · ·

STILL BINLEST GOOTG	Dilica at / totaai 000t					
ITEM	TOTAL TENE	QUANTITY	UNIT		UNIT COST	AMOUNT
Excavator Rental			DAY		\$3,240.00	
Water Trailer Rental			DAY		\$500.00	
Water Meter			DAY		\$800.00	
Drill Rig Rental		3	DAY	@	\$6,212.85	\$18,638.55
Soil Cuttings (Drums) Disposal		6	DRUMS	@	\$160.00	\$960.00
Soil Cuttings Contaminants Testing		2	TEST	@	\$315.00	\$630.00
Mileage		1480	MILES	@	\$0.56	\$828.80
Aerial Photo Purchase		1	PHOTOS	@	\$2,000.00	\$2,000.00
					TOTAL ODC'S	\$23,057,35

TOTAL ODC'S \$23,057.35

SUBCONSULTANT FEE PROPOSAL WOR	KSHEET	
COMPANY	SCOPE OF WORK	PHASE
Earth Mechanics, Inc.	Geotechnical Engineering	Phase I
PROJECT:		DATE:
Gilman Springs Road Bridge Replacement		March 27, 2022

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
Alahesh Thurairajah	Principal / Project Manager	40	@	\$93.00	\$3,720.00
Wendy Drummond	Principal Engineering Geologist	110	@	\$71.40	\$7,854,00
Chien-Tai Yang	Senior Engineer			\$61.40	
Michael Hoshiyama	Senior Project Geologist	70	@	\$55.10	\$3,857.00
Kiat Kiakul	Senior Technician			\$47.50	
Pratha Ragavan	Project Engineer	80	@	\$46.30	\$3,704,00
	TOTAL HO	URS 300	AL DI	RECT LABOR	\$19,135.00

MULTIPLIERS

ESCALATION @	3.00%	(of Direct Labor)	\$574.05
OVERHEAD @	178.96%	(of Direct Labor + Escalation)	\$35,271.32
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$5,498.04

TOTAL MULTIPLIERS \$41,343.40

### OTHER DIRECT COSTS

### · · · Billed at Actual Cost · · ·

THER DIRECT COSTS	Billed at Actual Cost	···				
ITEM	The Part of the last	QUANTITY	UNIT		UNIT COST	AMOUNT
Excavator Rental			DAY		\$3,240.00	
Water Trailer Rental			DAY		\$500.00	
Water Meter			DAY		\$800.00	
Drill Rig Rental		3	DAY	@	\$6,212.85	\$18,638.5
Soil Cuttings (Drums) Disposal		6	DRUMS	@	\$160,00	\$960.0
Soil Cuttings Contaminants Testing		2	TEST	@	\$315.00	\$630.0
Mileage		1480	MILES	@	\$0.56	\$828.8
Aerial Photo Purchase		1	PHOTOS	@	\$2,000.00	\$2,000.0
					TOTAL ODC'S	\$23.057.3

TOTAL ODC'S \$23,057.35

TOTAL \$83,535.75

SUBCONSULTANT FEE PROPOSAL WORKSHE	ET LOSSING TO THE REAL PROPERTY AND ADDRESS OF THE PARTY AND ADDRESS OF	
COMPANY	SCOPE OF WORK	PHASE
Earth Mechanics, Inc.	Geotechnical Engineering	Phase II
PROJECT:		DATE:
Gilman Springs Road Bridge Replacement		March 27, 2022

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
Alahesh Thurairajah	Principal / Project Manager	50	@	\$93.00	\$4,650.00
Wendy Drummond	Principal Engineering Geologist	50	@	\$71,40	\$3,570.00
Chien-Tai Yang	Senior Engineer	100	@	\$61.40	\$6,140.00
Michael Hoshiyama	Senior Project Geologist			\$55.10	
Kiat Kiakul	Senior Technician	60	@	\$47,50	\$2,850.00
Pratha Ragavan	Project Engineer	80	@	\$46.30	\$3,704,00

TOTAL HOURS 340 AL DIRECT LABOR \$20,914.00

#### MULTIPLIERS

ESCALATION @	9.00%	(of Direct Labor)	\$1,882.26
OVERHEAD @	178.96%	(of Direct Labor + Escalation)	\$40,796.19
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$6,359.24

TOTAL MULTIPLIERS \$49,037.69

#### OTHER DIRECT COSTS

#### · · · Billed at Actual Cost · · ·

THER DIRECT COSTS	••• В	illed at Actual Cos	•••			
TO THE REAL PROPERTY.	EM	No. of Lot	QUANTITY	UNIT	UNIT COST	AMOUNT
Excavator Rental				DAY	\$3,240.00	
Water Trailer Rental				DAY	\$500.00	
Water Meter				DAY	\$800.00	
Drill Rig Rental				DAY	\$6,212.85	
Soil Cuttings (Drums) Disposal				DRUMS	\$160.00	
Soil Cuttings Contaminants Testing	)			TEST	\$315.00	
Mileage				MILES	\$0.56	
Aerial Photo Purchase				PHOTOS	\$2,000,00	
					TOTAL ODC'S	

TOTAL ODC'S

SUBCONSULTANT FEE PROPOSAL WORKSHE	ET STATE OF THE ST	
COMPANY: Earth Mechanics, Inc.	SCOPE OF WORK:  Geotechnical Engineering	PHASE: Phase IV
PROJECT: Gilman Springs Road Bridge Replacement		DATE: March 27, 2022

PERSONNEL	POSITION	HOURS		RATE	AMQUNT
Alahesh Thurairajah	Principal / Project Manager	10	@	\$93.00	\$930.00
Wendy Drummond	Principal Engineering Geologist			\$71.40	
Chien-Tai Yang	Senior Engineer	20	@	\$61.40	\$1,228.00
Michael Hoshiyama	Senior Project Geologist	10	@	\$55.10	\$551.00
Kiat Kiakul	Senior Technician			\$47.50	
Pratha Ragavan	Project Engineer			\$46,30	
					40 700 00

TOTAL HOURS 40 'AL DIRECT LABOR \$2,709.00

#### MULTIPLIERS

ESCALATION @	13.94%	(of Direct Labor)	\$377.73
OVERHEAD @	178.96%	(of Direct Labor + Escalation)	\$5,524.01
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$861.07

TOTAL MULTIPLIERS \$6,762.81

#### OTHER DIRECT COSTS

#### · · · Billed at Actual Cost · · ·

	ITEM	QUANTITY	UNIT	UNITCOST	AMOUNT
Excavator Rental			DAY	\$3,240.00	
Water Trailer Rental			DAY	\$500.00	
Water Meter			DAY	\$800.00	
Drill Rig Rental			DAY	\$6,212.85	
Soil Cuttings (Drums) Disp	osal		DRUMS	\$160,00	
Soil Cuttings Contaminant	s Testing		TEST	\$315.00	
Mileage			MILES	\$0.56	
Aerial Photo Purchase			PHOTOS	\$2,000.00	
-					
				TOTAL ODC'S	

SUBCONSULTANT MANHOUR WORKSHEET SUMMARY		
COMPANY	SCOPE OF WORK	PHASE:
Earth Mechanics, Inc.	Geotechnical Engineering	All Phases
PROJECT:		DATE:
Gilman Springs Road Bridge Replacement		March 27, 2022

tours	680	300	340		40
The state of the s					
145.76 \$142.07			0		
\$145.76 \$142.07	160	80	80		
120 CONTRACTOR STAS.76 \$142.	09		9		
\$219.10 \$188.41 \$169.08 \$	80	70			10
1881 1400 1900 18 14 18 18 18 18 18 18 18 18 18 18 18 18 18	120		100		20
\$285.38 \$219.10 \$188.41	160	110	20		
\$285.38	100	40	20		10
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TASK	v.				
	PHASE TOTALS	1		1	
	E	HASEI	HASEII	HASE III	HASEIV

SUBCONSULTANT MANHOUR WORKSHEET	THE REAL PROPERTY.	Wear.	The state of the s	STATE OF THE PARTY	The state of the s	The state of		
COMPANY: Earth Mechanics, Inc.			SCOPE OF WORK.  Geotechnical Engineering	מר	PHASE: Phase I			
PROJECT:  Gilman Springs Road Bridge Replacement					DATE: March 27, 2022			
TASK	State Solid State Solid	1	SHIPPON CON CONTROL CO			OH OH	HOURS	COST
Total Manhours	\$285.38 \$219.10 \$188.41 40 110	70	76 \$142,07 <b>80</b>				300	
3.6 Preliminary Geotechnical								
Preliminary Geotechnical Report	20 20		40				\$ 08	15,772
Fault Desktop Study		70	40				+	42,944
Taul Desktop olday		2						# P P P P P P P P P P P P P P P P P P P

SUBCONSULTANT MANHOUR WORKSHEET	STATE OF			STATE OF THE PARTY IN		100	The same	1	The same	100	To the same	100	Pr.			
COMPANY					0,	SCOPE OF WORK	SOPE OF WORK					PHASE:				
PROJECT Gilman Springs Road Bridge Replacement							1					DATE: March 27, 2022	7, 2022			
TASK	SIJAHA	1370 530 174 14 15 15 15 15 15 15 15 15 15 15 15 15 15	SARLES CORES	SALE TO SERVICE TO THE SERVICE	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	SACORAGE SACORD	Thin on the second							HOURS	9	, Li
Total Manhours	\$285,38	5219,10	100	\$169.08	\$145.76	\$142.07	-							340		
5 Plans, Specifications & Estimates																
5.1 Geotechnical Engineering	05	20	100		09	8								340	ω	94,176

SUBCONSULTANT MANAGOR WORKSHEET				SCO	SCOPE OF WORK		B		PHASE	ĺ	ĺ	i		1
Earth Mechanics, Inc.				Ø	Geotechnical Engineering	ngineering			Phase IV					
PROJECT: Gilman Springs Road Bridge Replacement								۵	ATE March 27, 2022	2022				
TASK	SAME SON STATE OF STA	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	\$\\ \partial \\ \partial \qual	12 16 16 16 16 16 16 16 16 16 16 16 16 16	ANTORNICAL ACTIONS							Hours	cost	THE RESERVE
Total Manhours	\$285.38 \$219.10 \$188.41 10 20	20	\$169.08 \$1	\$145.76 \$14	\$142.07							40		
8 Construction Support														
8.2 Admin, RFIs, Submittals	10	20	10									40	\$ 8,313	2
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#### CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant	Earth Mechanics, Inc.				
Project No.	BRLS-5956(238)	Contract No.		Date	3/27/2022
1. Calculat	e Average Hourly Rate for 1s	t year of the contract (Direct Labo	r Subtotal divided by total hours)		
	Direct Labor <u>Subtotal</u>	Total Hours	А	Avg Hourly	5 Year Contract
	per Cost Proposal	per Cost Proposal		Rate	Duration

62.88 Year 1 Avg Hourly Rate

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

680

	Avg F	Hourly Rate		Proposed Escalation		
Year 1	\$	62.88	+	5%	=	\$ 66.02 Year 2 Avg Hourly Rate
Year 2	\$	66.02	+	5%	=	\$ 69.32 Year 3 Avg Hourly Rate
Year 3	\$	69.32	+	5%	=	\$ 72.79 Year 4 Avg Hourly Rate
Year 4	\$	72.79	+	5%	=	\$ 76.43 Year 5 Avg Hourly Rate

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

	Estimated %		Total Hours		Total Hours	
	Completed Each Year		per Cost Proposal		per Year	
Year 1	10.00%	3.	680.0		68.0	Estimated Hours Year 1
Year 2	49,47%	28	680.0	24332 - 1	336,4	Estimated Hours Year 2
Year 3	40.53%	8.	680.0	5000 a la	275.6	Estimated Hours Year 3
Year 4	0 00%		680.0	=	0.0	Estimated Hours Year 4
Year 5	0 00%		680.0	- 1	0.0	Estimated Hours Year 5
Total	100%		Total	=	680.0	

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

	Avg	Hourly Rate		Estimated hours		C	ost per Year	
	(calci	ulated above)		(calculated above)				
Year 1	\$	62.88		68	-	\$	4,275.80	Estimated Hours Year 1
Year 2	\$	66,02		336	arriver -	\$	22,207.80	Estimated Hours Year 2
Year 3	s	69.32	74	276	-	\$	19,108.43	Estimated Hours Year 3
Year 4	\$	72.79	:•	0	-	\$	ALC: NO.	Estimated Hours Year 4
Year 5	\$		*	0	-	\$		Estimated Hours Year 5
		Total Dire	ect Labor Cos	t with Escalation	=	s	45,592.04	
		Direct La	bor Subtotal b	efore Escalation	=	\$	42,758.00	
		Estimated total of	f Direct Labor	Salary Increase	4	\$	2,834.04	Transfer to Page 1

#### NOTES:

\$

42,758.00

- 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.

#### **Certification of Direct Costs:**

t, 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 Proceedures
- 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:

lame:	Alahesh Thurairajah, PE, GE	Title *: Principal	
Signature:	Mahamany	Date of Certification:	3/27/2022
email:	A.Thurairaiah@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 subconsu Financial Officer, or equivalent, who has authority to represent the financial	ultant's organization at a level no lower Il information utilized to establish the co	than a Vice President or a Chief ost proposal for the contract.
ist service	s the consultant is providing under the proposed contract:		
	eotechnical Engineering aboratory Testing		
			I

SUBCONSULTANT FEE PROPOSA	L WORKSHEET	
COMPANY:	SCOPE OF WORK:  Environmental Documentation	PHASE: All Phases
PROJECT: Gilman Springs Road Bridge		DATE: March 27, 2022

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
Brian Calvert (Field)	Proj Dir (Env Manager)	364.0	@	\$102.06	\$37,149.84
Monica Corpuz (Field)	Sr. Consult III (NEPA/CEQA Lead)	850.0	@	\$53.69	\$45,636.50
Greg Hoisington (Field)	Managing Consult (Bio/Permit)	163.0	@	\$66.23	\$10,795.49
Keith Lay (FTE)	Sr. Tech Analyst (AQ)	46.3	@	\$87.83	\$4,062.14
Megan Jameson (Field)	Managing Consult (JD/Permit)	224.0	@	\$65.02	\$14,564.48
Katrina Sukola (On-Call)	Assoc Consult II (Water Quality)	26.0	@	\$36.05	\$937.30
Johnnie Garcia (FTE)	Assoc Consult III (GIS)	284.0	@	\$47.30	\$13,433.20
Elizabeth Irvin (FTE)	Assoc Consult I (Editor)	209.5	@	\$50.90	\$10,663.55
Phillip Richards (Field)	Sr. Consult II (Bio)	214.0	@	\$51.02	\$10,918.28
Karen Crawford (FTE)	Proj Dir (Cultural)	48.0	@	\$76.19	\$3,657.12
Colleen Davis (FTE)	Managing Consult (Cultural)	29.0	@	\$59.89	\$1,736.81
Marisa Flores (Field)	Sr. Consult I (Bio)	221.0	@	\$57.66	\$12,742.86
Kristen Klinefelter (Field)	Assoc Consult II (Bio)	98.0	@	\$37.50	\$3,675.00
Jennifer Ban (FTE)	Sr. Consult II (Vis)	56.3	@	\$57.37	\$3,227.06
Sarah Halterman (FTE)	Assoc Consult II (AQ)	32.0	@	\$31.69	\$1,014.08
Rebecca Payne (Field)	Sr. Consult I (Permit)	20.0	@	\$51.46	\$1,029.20
Colleen Martin (Field)	Sr. Consult I (Bio)	288.0	@	\$40.56	\$11,681,28
Paul Schwartz (FTE)	Sr Consult II (Bio)	142.0	@	\$53.37	\$7,578.54
Jessica Feldman (FTE)	Sr Consult II (Cultrual)	26.0	@	\$54.21	\$1,409.46
Meris Guerrero (FTE)	Mng Consultant (Permit)	34.0	@	\$57.89	\$1,968.26
Shannon Smith (Field)	Tech Trainee (Cultural)	30.0	@	\$26.53	\$795.90
Rachel Droessler (FTE)	Assoc Consult III (Cultural)	174.0	@	\$33.23	\$5,782.02
Jessica Feldman (FTE)	Sr. Consult I (Cultural)	6.0	@	\$54.21	\$325.26
Margaret Roderick (FTE)	Assist Consult (Cultural)	80.0	@	\$33.23	\$2,658.40
Meagan Flacy (FTE)	Assoc Consult I (NEPA/CEQA)	242.0	@	\$30.43	\$7,364.06
Jon Peter Hardie (FTE)	Sr. Consult III (Noise)	78.0	@	\$76.92	\$5,999.76
Jakob Rzeszutko (FTE)	Assoc Consult I (Noise)	70.0	@	\$31.10	\$2,177.00
Sara Galindo (FTE)	Tech Trainee (Permit)	128.0	@	\$30.92	\$3,957.76
Shannon Crossen (Field)	Sr Consultt I (Bio)	24.0	@	\$50.46	\$1,211.04
Vincent Baker (Field)	Admin Technician (Bio)	182.0	@	\$30.57	\$5,563.74
Mario Barrera (FTE)	Sr Consult II (ISA)	170,0	@	\$44.93	\$7,638.10
Benjamin Vargas (Field)	Sr. Consult III (Cultural)	20.0	@	\$58.52	\$1,170-40

#### MULTIPLIERS

SECTION CO. LOCATION MICHAEL CONTROLS			
ESCALATION @		(Rates Vary by Phase)	
OVERHEAD @ (Field)	156.56%	(of Direct Labor + Escalation)	\$245,695.89
OVERHEAD @ (On-Call)	91.67%	(of Direct Labor + Escalation)	\$859.22
OVERHEAD @ (FTE)	170.74%	(of Direct Labor + Escalation)	\$144,535.82
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE) @	10.0%	(of Direct Labor + Escalation + Overhead + Payroll Additives)	\$63,361.48
			THE CHICAGOS IN LITTLE WITH BE

TOTAL MULTIPLIERS \$454,452.41

OTHER DIRECT COSTS ... Billed at Actual Cost ...

ITEM	QUANTITY	UNIT		JNIT COST	AMOUNT
Mileage or Rental Car	6400	Mile	@	\$0.585	\$3,744.00
Record Search	2	LS	@	\$1,000.00	\$2,000.00
Reproduction and CDs	1	LS	@	\$2,200.00	\$2,200.00
Postage	1	LS	@	\$6,800.00	\$6,800.00
CDFW and County Filing Fees	1	LS	@	\$2,650.00	\$2,650.00
Hotel/Meals/Rental Car (small mammal trapping)	2	LS	@	\$1,300.00	\$2,600.00
Newspaper Advertisements	1	LS	@	\$7,000.00	\$7,000.00
Newspaper Advertisements	1	LS	w	\$7,000.00	Ψ1,00

TOTAL ODC'S \$26,994.00

> TOTAL \$723,970.30

SUBCONSULTANT FEE PRO	POSAL WORKSHEET	
COMPANY:	SCOPE OF WORK:  Environmental Documentation	PHASE:
PROJECT		DATE;
Gilman Springs Road Bridge		March 27, 2022

#### **DIRECT LABOR - ENVIRONMENTAL DOCUMENTATION**

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
Brian Calvert (Field)	Proj Dir (Env Manager)	334	@	\$102.06	\$34,088.04
Monica Corpuz (Field)	Sr. Consult III (NEPA/CEQA Lead)	850	@	\$53.69	\$45,636.50
Greg Hoisington (Field)	Managing Consult (Bio/Permit)	127	@	\$66.23	\$8,411,21
Keith Lay (FTE)	Sr. Tech Analyst (AQ)	46	@	\$87.83	\$4,062.14
Megan Jameson (Field)	Managing Consult (JD/Permit)	194	@	\$65.02	\$12,613.88
Katrina Sukola (On-Call)	Assoc Consult II (Water Quality)	26	@	\$36.05	\$937.30
Johnnie Garcia (FTE)	Assoc Consult III (GIS)	284	@	\$47.30	\$13,433.20
Elizabeth Irvin (FTE)	Assoc Consult I (Editor)	210	@	\$50.90	\$10,663.55
Phillip Richards (Field)	Sr. Consult II (Bio)	214	@	\$51.02	\$10,918.28
Karen Crawford (FTE)	Proj Dir (Cultural)	48	@	\$76.19	\$3,657.12
Colleen Davis (FTE)	Managing Consult (Cultural)	25	@	\$59.89	\$1,497.25
Marisa Flores (Field)	Sr. Consult I (Bio)	185	@	\$57.66	\$10,667.10
Kristen Klinefelter (Field)	Assoc Consult II (Bio)	98	@	\$37.50	\$3,675.00
Jennifer Ban (FTE)	Sr. Consult II (Vis)	56	@	\$57.37	\$3,227.06
Sarah Halterman (FTE)	Assoc Consult II (AQ)	32	@	\$31.69	\$1,014.08
Rebecca Payne (Field)	Sr. Consult I (Permit)	20	@	\$51.46	\$1,029.20
Colleen Martin (Field)	Sr. Consult I (Bio)	288	@	\$40.56	\$11,681.28
Paul Schwartz (FTE)	Sr Consult II (Bio)	142	@	\$53.37	\$7,578.54
Jessica Feldman (FTE)	Sr Consult II (Cultrual)	26	@	\$54.21	\$1,409.46
Meris Guerrero (FTE)	Mng Consultant (Permit)	34	@	\$57.89	\$1,968.26
Shannon Smith (Field)	Tech Trainee (Cultural)	30	@	\$26.53	\$795.90
Rachel Droessler (FTE)	Assoc Consult III (Cultural)	138	@	\$33.23	\$4,585.74
Jessica Feldman (FTE)	Sr. Consult I (Cultural)	6	@	\$54.21	\$325.26
Margaret Roderick (FTE)	Assist Consult (Cultural)	80	@	\$33.23	\$2,658.40
Meagan Flacy (FTE)	Assoc Consult I (NEPA/CEQA)	242	@	\$30.43	\$7,364.06
Jon Peter Hardie (FTE)	Sr. Consult III (Noise)	78	@	\$76.92	\$5,999.76
Jakob Rzeszutko (FTE)	Assoc Consult I (Noise)	70	@	\$31.10	\$2,177.00
Sara Galindo (FTE)	Tech Trainee (Permit)	128	@	\$30.92	\$3,957.76
Shannon Crossen (Field)	Sr Consultt I (Bio)	24	@	\$50.46	\$1,211.04
Vincent Baker (Field)	Admin Technician (Bio)	182	@	\$30.57	\$5,563,74
Mario Barrera (FTE)	Sr Consult II (ISA)	170	@	\$44.93	\$7,638.10
Benjamin Vargas (Field)	Sr. Consult III (Cultural)	20	@	\$58.52	\$1,170.40

TOTAL HOURS 4,407 TOT DIR LABOR \$231,615.61

#### MULTIPLIERS

PROFIT (FIXED FEE) @	10.0%	(of Direct Labor + Escalation + Overhead + Payroll Additives)	\$60,542.49
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
OVERHEAD @ (FTE)	170.74%	(of Direct Labor + Escalation)	\$142,084.26
OVERHEAD @ (On-Call)	91.67%	(of Direct Labor + Escalation)	\$859.22
OVERHEAD @ (Field)	156.56%	(of Direct Labor + Escalation)	\$230,865.83
ESCALATION @		(of Direct Labor)	

TOTAL MULTIPLIERS \$434,351.81

#### OTHER DIRECT COSTS

#### · Billed at Actual Cost · · ·

ITEM	QUANTITY	UNIT	15	UNIT COST	AMOUNT
Mileage or Rental Car	5200	Mile	@	\$0.59	\$3,042.00
Record Search	2	LS	@	\$1,000.00	\$2,000.00
Reproduction and CDs	1	LS	@	\$2,200.00	\$2,200.00
Postage	1	LS	@	\$6,800.00	\$6,800.00
CDFW and County Filing Fees	1	LS	@	\$2,650.00	\$2,650.00
Hotel/Meals/Rental Car (small mammal trapping)	2	LS	@	\$1,300.00	\$2,600.00
Newspaper Advertisements	1	LS	@	7000	7000
<u> </u>				TOTAL ODC'S	\$26,292.00

TOTAL \$692,259.42

SUBCONSULTANT FEE PR	OPOSAL WORKSHEET	
COMPANY:	SCOPE OF WORK:	PHASE:
ICF	Environmental Documentation	Phase IV
PROJECT:		DATE:
Gilman Springs Road Bridge		March 27, 2022

#### **DIRECT LABOR - DESIGN SERVICES DURING CONSTRUCTION**

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
Brian Calvert (Field)	Proj Dir (Env Manager)	30	@	\$102.06	\$3,061,80
Monica Corpuz (Field)	Sr. Consult III (NEPA/CEQA Lead)			\$53.69	
Greg Hoisington (Field)	Managing Consult (Bio/Permit)	36	@	\$66.23	\$2,384,28
Keith Lay (FTE)	Sr. Tech Analyst (AQ)			\$87.83	
Megan Jameson (Field)	Managing Consult (JD/Permit)	30	@	\$65.02	\$1,950.60
Katrina Sukola (On-Call)	Assoc Consult II (Water Quality)			\$36.05	
Johnnie Garcia (FTE)	Assoc Consult III (GIS)			<b>\$4</b> 7.30	
Elizabeth Irvin (FTE)	Assoc Consult I (Editor)			\$50.90	
Phillip Richards (Field)	Sr. Consult II (Bio)			\$51.02	
Karen Crawford (FTE)	Proj Dir (Cultural)			\$76.19	
Colleen Davis (FTE)	Managing Consult (Cultural)	4	@	\$59.89	\$239.56
Marisa Flores (Field)	Sr. Consult I (Bio)	36	@	\$57.66	\$2,075.76
Kristen Klinefelter (Field)	Assoc Consult II (Bio)			\$37.50	
Jennifer Ban (FTE)	Sr. Consult II (Vis)			\$57.37	
Sarah Halterman (FTE)	Assoc Consult II (AQ)			\$31.69	
Rebecca Payne (Field)	Sr. Consult I (Permit)			\$51.46	
Colleen Martin (Field)	Sr. Consult I (Bio)			\$40.56	
Paul Schwartz (FTE)	Sr Consult II (Bio)			<b>\$5</b> 3.37	
Jessica Feldman (FTE)	Sr Consult II (Cultrual)			\$54.21	
Meris Guerrero (FTE)	Mng Consultant (Permit)			\$57.89	
Shannon Smith (Field)	Tech Trainee (Cultural)			\$26.53	
Rachel Droessler (FTE)	Assoc Consult III (Cultural)	36	@	\$33.23	\$1,196.28
Jessica Feldman (FTE)	Sr. Consult I (Cultural)			<b>\$54</b> .21	
Margaret Roderick (FTE)	Assist Consult (Cultural)			<b>\$3</b> 3. <b>2</b> 3	
Meagan Flacy (FTE)	Assoc Consult I (NEPA/CEQA)			\$30.43	
Jon Peter Hardie (FTE)	Sr. Consult III (Noise)			\$76.92	
Jakob Rzeszutko (FTE)	Assoc Consult I (Noise)			\$31,10	
Sara Galindo (FTE)	Tech Trainee (Permit)			\$30.92	
Shannon Crossen (Field)	Sr Consultt I (Bio)			\$50.46	
Vincent Baker (Field)	Admin Technician (Bio)			\$30.57	
Mario Barrera (FTE)	Sr Consult II (ISA)			\$44.93	
Benjamin Vargas (Field)	Sr. Consult III (Cultural)			\$58.52	
	TOTAL HOUR	S 172		T DIR LAROR	\$10,009,29

#### MULTIPLIERS

ESCALATION @		(of Direct Labor)	
OVERHEAD @ (Field)	156,56%	(of Direct Labor + Escalation)	\$14,830.05
OVERHEAD @ (On-Call)	91.67%	(of Direct Labor + Escalation)	
OVERHEAD @ (FTE)	170,74%	(of Direct Labor + Escalation)	\$2,451.55
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE) @	10.0%	(of Direct Labor + Escalation + Overhead + Payroll Additives)	\$2,818.99

TOTAL MULTIPLIERS \$20,100.59

#### OTHER DIRECT COSTS ... Billed at Actual Cost ...

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Mileage or Rental Car	1200	Mile	@ \$0.585	\$702.00
Record Search		LS	\$1,000.00	
Reproduction and CDs		LS	\$2,200.00	
Postage		LS	\$6,800.00	
CDFW and County Filing Fees		LS	\$2,650.00	
Hotel/Meals/Rental Car (small mammal trapping)		LS	\$1,300.00	
			TOTAL ODC'S	\$702.00

TOTAL \$31,710.87

ICE																							×	SCOPE OF WORK	AK ental Doc	COPE OF WORK Environmental Documentation		PHASE		`	All Phases			
PROJECTI Gilman Springs Road Bridge																							1					BATE March 27, 2022	17, 2022					
TASK	Carlot And Carlot Carlo	GO TO STATE OF THE	Constitution of the consti	Company of the property of the	Company of the Control of the Contro	ASTA LANDON	Composite Compos	III BA TARROS SA	TO SEA CONTRACTOR OF THE PROPERTY OF THE PROPE	RESTRICTION OF THE PROPERTY OF	1 30 00	TREATED TO SERVE S	12/10	1 6 1 6	1 34 1 40 5	1 8 1 0 1	0 0	( 1 6 / 25 th	YAD COM	Thomas Tropic	THE STATES		Trans Assistant	TARIZ TARRES	TRACTICO TORIS	CONTROL SON	Coloreda Col			Carlotte Carlotte	Cas and I see	Town RO W THOROUGH	TO BOAR TO	10 3
PHASE TOTALS	4 850	163	84	72	æ	284	210	214	**	æ	122	2	38	32	æ	288	142	82	2	8	174	ю	28	242	82	2	128	24	182	170	Н	2	Ц	4,579
PHASE # - Environmental Doc	959	121	*	194	×	77	210	714	27	×	28	2	×	33	2	288	142	ĸ	×	8	¥	•	2	242	æ	2	128	24	182	170		R		4,407
PHASE IV - Design Services During Construction		8		8							×										×													172

SUBCONSULTANT MANHOUR WORKSHEET		
AMPRIOZ.	SCOPE OF WORK	PHASE. Dhee II
Por PROJECT Allman Carlos Doub Buildes		DATE MATCH 27 2022

Total Manhours - Envir Documentation	334 850	121		1 9	194	22	284	210	214	84	25 1	185	86	98	32 2	20 28	288 14	142 2	26 3	34	30 138	9	80	242	87	70	128	24	182	170	20	4,407	
4.0 Environmental Studies and Documenation																																	
4.1 Project Initiation														_																			
Project Initiation	24 48						_	-	_																							72	\$ 14,588
Project Coordination and Meetings	160 288																							12								460	460 \$ 93,222
4.2 Preliminary Environment Study																																	
Preliminary Environment Study	8 60		-	2	2	2	16	4			2	8		2											2					14		118	118 \$ 17,632
4.3 Techincal Studies																																	
4.3.1 Rights of Entry	4 12		4		4		80			2	. 2	10										9		4								62	\$ 10,132
4.3.2 Biological Resources																																	
Natural Environment Study	12 12		26				32	16	20			72				on.		2										24	22			338	\$ 46,479
Wetland Study	4 8		8				16	10				-	70				10 2	28														154	154 \$ 16,659
Focused Species Surveys	-		12				20		170							6)		16											130			382	\$ 35,002
Bat Daytime Habitat Assessment	-		4				4		10								4												60				\$ 3,736
Bat Night Emergence Survey (OPTIONAL)	-		4				2		41							7	28												12			62	\$ 6,810
MSHCP Consistency Findings	2 2		12				10	-				28				•	12												10			107	\$ 14,315
Determination of Biologically Equivalent or Superior Preservation (DBESP) Report	2		7				4	-				32				-	4.															139	139 \$ 19,602
4.3.3 Cultural Resources																																	
HPSR/ASR	8 18						24	28		20	12							-	10	6	30 116	-	68		9						20	360	\$ 41,316
4.3.4 Air Quality Technical Memorandum	2 8		2	24			4	60							32										2							\$ 08	\$ 13,059
4.3.5 Noise Technical Memorandum	2 8						4	80																	20	42						84	\$ 12,103
4.3.6 Hazardous Waste (Initial Site Assessment)	4 12						80	20																36						156		236 \$	\$ 10,492
4.3.7 Scoping Questionnaire for Water Quality Issues	2 8	120				18	4	80									_							34	2							76	\$ 8,539
4.3.8 Visual Impact Assessment Memorandum	2 8	124					4	80	_					42										16	2			Ī	Ī			82	\$ 12,715
4.4 Environmental Document																																	
4,4,1 Draft Environmental Document	28 152		12 1	10	12	4	14	48		80	4	14		80			80		8			80	7	92	14	56						474	474 \$ 71,115
4.4.2 Notice of Availability	32 56		8				16	16		80		80													12							156	156 \$ 30,284
4.4.3 Response to Comments	12 74		4	80	80	-		18		80	4	10		4				ĺ	4		Ĩ	4	4		ø							193	193 \$ 31,562
4.4.4 Final Environmental Document	4 40		2	2	4	-	4	14		2		80		-					4			4	4	24	3	2						124 \$	\$ 17,873
4.5.5 Notice of Determination	1 3																								•								
4.5.6 NEPA CE	2 16							2								_									60							28	\$ 5,270
5.0 Permitting		1																															
5.1 Section 404 ACOE Nationwide Permit	1 2		2	*	18		80													9							28					65 \$	\$ 8,889
5.2 RWQCB Section 401 Water Quality Order	80		80		84		28					2 d.	28		:1	20	₩	82	N	0							9					372	372 \$ 42,899
5.3 CDFW Section 1602 Streambed Alteration Agreemen	1 2		2		18		10													4							28					65	65 \$ 8,826
4.																																	

Total Mahouri. Custing Services Europe Construction  1. A ATTEND A PRE-CONSTRUCTION WEETINGS  1. A ATTENDA A PRE-CONSTRUCTION WEETINGS  1. A A ATTENDA A PRE-CONSTRUCTIO	COMPANY FOF FOR SPORTS Gilman Springs Road Bridge															SCOPE OF WORK Environment	COPE OF WORK. Environmental Documentation		HASE Phase IV ATE March 27, 2022				
30 3.6 3.0 4 3.8 3.5 3.6 3.0 4 3.8 3.5 3.5 3.5 3.5 3.5 3.5 3.5 3.5 3.5 3.5	TARK	CAD HO COM		33 1 1 28	STAND CHEST	1747 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	WHO THE STATE OF	TARIS OF BOTH	The GARLY STEEL ST	GRILL AGRACIA	12/1/201	0 7	1873. 1832.	Constant State of Sta	13 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	19 19 30	THE THE PARTY OF	1 18 1 18 18	1 11 12	C. L.	1 1 1 1 1 1 1 1 1 1	1. Treasure 1. 18	
30 36 30 4 36 36 4 36	Anhours - Design Services During Construction	R	*	8				¥ %						88							172		
30 33 30 172 8 172	TTEND A PRE-CONSTRUCTION MEETING AND SITE MEETING																h- i						
	ittend a Pre-Construction Meeting and Site Meeting (up to five)	30	88	90										98							172		90
															+	İ							
														H						H	4-1-		

# Exhibit 10-H1 Cost Proposal <u>Actual Cost-Plus-Fixed Fee</u> or <u>Lump Sum</u> (Firm Fixed Price) contracts

(Calculations for Anticipated Salary Increases)

Consultant ICF Jones & Stokes, Inc. Contract No. Date 3/21/2022

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	Contract Duration
\$ 242.523.89	1	4579	=	\$52.96	Year 1 Avg Hourly Rate

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

		Avg Hourly		Proposed			
		Rate		Escalation			
2021	Year 1	\$52.96	+	3.5%	=	\$54.82	Year 2 Avg Hourly Rate
2022	Year 2	\$54.82	+	3.5%	=	\$56.74	Year 3 Avg Hourly Rate
2023	Year 3	\$56.74	+	3.5%	=	\$58.72	Year 4 Avg Hourly Rate
2024	Year 4	\$58.72	+	3.5%	=	\$60.78	Year 5 Avg Hourly Rate
2025	Year 5	\$60.78	+	3.5%	=	\$62.91	Year 6 Avg Hourly Rate

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

	(	Estimated % Completed Each Period	ı	Total Hours per Cost Proposal		Total Hours per Period	
2021	Year 1	100.00%	*	4579	=	4579	Estimated Hours Year 1
2022	Year 2	0.00%	*	4579	=	0	Estimated Hours Year 2
2023	Year 3	0.00%	*	4579	=	0	Estimated Hours Year 3
2024	Year 4	0.00%	*	4579	=	0	Estimated Hours Year 4
2025	Year 5	0.00%	*	4579	=	0	Estimated Hours Year 5
	Total	100%		Total	=	4579	

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 Period	_
Year 1	\$52.96	*	4579	=	\$242,523.89	Estimated Hours Year 1
Year 2	\$54.82	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$56.74	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$58.72	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$60.78	*	0	=	\$0.00	Estimated Hours Year 5

Total Direct Labor Cost with Escalation = \$242,523.89 Direct Labor Subtotal before escalation = \$242,523.89

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**

#### **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, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)

Prime Consultant or Subconsultant Certifying:

525 B Street, Suite 1700, San Diego CA 92101

Address:

- 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
- 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).

# Name: Ted Lee Title\*: Sr. Vice President Signature: Date of Certification (mm/dd/yyyy): 3/21/2022 Email: ted.lee@icf.com Phone Number: 858-444-3930

\*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 analysis and documentation

SHEET	
SCOPE OF WORK:  Civil/Roadway, Utilities	PHASE: All Phases
	DATE: March 27, 2022
	SCOPE OF WORK

C. Davis  Roadway QA/QC  Road Designer  448  \$\mathbb{Q}\$ \$\$50.26 \$\$22,516  Traffic Designer  258  \$\mathbb{Q}\$ \$\$51.01 \$\$13,160  Utility Coordinator  92  \$\mathbb{Q}\$ \$\$34.30 \$\$3,983  Civil Designer  516  \$\$34.12 \$\$17,605  Civil Designer  360  \$\$34,32 \$\$12,355  D. Brotchie  Lead Drainage  52  \$\$7,368  \$\$2,516  \$\$21,160  \$\$34,32 \$\$12,355  Drainage Designer  60  \$\$48.90 \$\$2,934  Civil Designer  92  \$\$36,30 \$\$33,339	PERSONNEL	POSITION	HOURS		RATE	AMOUNT
Road Designer 448 @ \$50.26 \$22,516  Traffic Designer 258 @ \$51.01 \$13,160  Utility Coordinator 92 @ \$43.30 \$3,983  Civil Designer 516 @ \$34.12 \$17,605  Civil Designer 360 @ \$34.32 \$12,355  D. Brotchie Lead Drainage 52 @ \$71.41 \$3,713  Drainage Designer 60 @ \$48.90 \$2,934  Civil Designer 92 @ \$36,30 \$3,339	A. Naftali	Lead Roadway	262	@	\$84.46	\$22,128.52
Traffic Designer 258 @ \$51.01 \$13,160  Utility Coordinator 92 @ \$43.30 \$3,983  Civil Designer 516 @ \$34.12 \$17,605  Civil Designer 360 @ \$34.32 \$12,355  D. Brotchie Lead Drainage 52 @ \$71.41 \$3,713  Drainage Designer 60 @ \$48.90 \$2,934  Civil Designer 92 @ \$36,30 \$3,339	C. Davis	Roadway QA/QC	84	@	\$87.72	\$7,368.48
Utility Coordinator 92 @ \$43,30 \$3,983  Civil Designer 516 @ \$34.12 \$17,605  Civil Designer 360 @ \$34,32 \$12,355  D. Brotchie Lead Drainage 52 @ \$71.41 \$3,713  Drainage Designer 60 @ \$48.90 \$2,934  Civil Designer 92 @ \$36,30 \$3,339		Road Designer	448	@	\$50.26	\$22,516.48
Civil Designer 516 @ \$34.12 \$17,605 Civil Designer 360 @ \$34,32 \$12,355  D. Brotchie Lead Drainage 52 @ \$71.41 \$3,713 Drainage Designer 60 @ \$48.90 \$2,934 Civil Designer 92 @ \$36,30 \$3,339		Traffic Designer	258	<b>@</b>	\$51.01	\$13,160,58
Civil Designer 360 @ \$34,32 \$12,355  D. Brotchie Lead Drainage 52 @ \$71.41 \$3,713  Drainage Designer 60 @ \$48.90 \$2,934  Civil Designer 92 @ \$36,30 \$3,339		Utility Coordinator	92	@	<b>\$4</b> 3,30	\$3,983.60
D. Brotchie Lead Drainage 52 @ \$71.41 \$3,713  Drainage Designer 60 @ \$48.90 \$2,934  Civil Designer 92 @ \$36,30 \$3,339		Civil Designer	516	@	<b>\$34</b> .12	\$17,605.92
Drainage Designer         60         @         \$48.90         \$2,934           Civil Designer         92         @         \$36,30         \$3,339		Civil Designer	360	@	\$34.32	\$12,355.20
Civil Designer 92 <b>@</b> \$36,30 <b>\$3</b> ,339	D. Brotchie	Lead Drainage	52	@	\$71.41	\$3,713.32
		Drainage Designer	60	@	\$48.90	\$2,934.00
Administrator 76 @ \$35,88 \$2,726		Civil Designer	92	@	\$36,30	\$3,339.60
		Administrator	76	@	\$35,88	\$2,726.88

TOTAL HOURS

2,300

TOTAL DIRECT LABOR

\$111,832.58

#### MULTIPLIERS

MOLTIF LILING			
ESCALATION @		(Rates Vary by Phase)	\$6,570.17
OVERHEAD @	165.76%	(of Direct Labor + Escalation)	\$196,264.39
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$31,466.71

TOTAL MULTIPLIERS

\$234,301.27

#### OTHER DIRECT COSTS

#### · Billed at Actual Cost · · ·

W. T. Ball	ITEM	пилаис	T UNIT	UNIT COST	AMOUNT

TOTAL ODC'S

TOTAL

\$346,133.85

SUBCONSULTANT FEE PROPOSAL	WORKSHEET	
COMPANY:	SCOPE OF WORK	PHASE
Psomas	Civil/Roadway, Utilities	Phase I
PROJECT:		DATE.
Gilman Springs Road Bridge Replacem	ent	March 27, 2022

PERSONNEL.	POSITION	HOURS		RATE	AMOUNT
A. Naftali	Lead Roadway	102	@	\$84.46	\$8,614.92
C. Davis	Roadway QA/QC	42	@	\$87.72	\$3,684.24
	Road Designer	114	@	\$50.26	\$5,729.64
	Traffic Designer	66	@	\$51.01	\$3,366.66
	Utility Coordinator	28	0	\$43.30	\$1,212.40
	Civil Designer	96	0	\$34.12	\$3,275.52
	Civil Designer	80	@	\$34.32	\$2,745.60
D. Brotchie	Lead Drainage	36	0	\$71.41	\$2,570.76
	Drainage Designer	60	0	\$48.90	\$2,934.00
	Civil Designer	60	@	\$36.30	\$2,178.00
	Administrator	72	@	\$35.88	\$2,583.36
	TOTAL HOURS	750		I DIRECT LABOR	\$30 DOE 40

TOTAL HOURS 756 TOTAL DIRECT LABOR \$38,895.10

#### MULTIPLIERS

ESCALATION @	3.00%	(of Direct Labor)	\$1,166.85
OVERHEAD @	165.76%	(of Direct Labor + Escalation)	\$66,406.69
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$10,646.86

TOTAL MULTIPLIERS \$78,220.41

#### OTHER DIRECT COSTS

· · · Billed at Actual Cost · · ·

AND DESCRIPTION OF THE PERSON	ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
				TOTAL ODC'S	

TOTAL ODC'S

SUBCONSULTANT FEE PROPOSAL	WORKSHEET	
COMPANY	SCOPE OF WORK.	PHASE.
Psomas	Civil/Roadway, Utilities	Phase II
PROJECT		DATE
Gilman Springs Road Bridge Replacement		March 27, 2022

PERSONNEL	POSITION	HOURS	1 135	RATE	AMOUNT
A. Naftali	Lead Roadway	96	@	\$84.46	\$8,108.16
C. Davis	Roadway QA/QC	34	0	\$87.72	\$2,982.48
	Road Designer	256	@	\$50,26	\$12,866.56
	Traffic Designer	172	<b>@</b>	\$51.01	\$8,773.72
	Utility Coordinator	64	@	\$43.30	\$2,771.20
	Civil Designer	400	@	\$34.12	\$13,648.00
	Civil Designer	260	@	\$34.32	\$8,923.20
D. Brotchie	Lead Drainage	16	@	\$71.41	\$1,142.56
	Drainage Designer			\$48.90	
	Civil Designer	32	@	\$36.30	\$1,161.60
	Administrator			\$35.88	
					400 000 40

TOTAL HOURS 1,330 TOTAL DIRECT LABO \$60,377.48

#### MULTIPLIERS

ESCALATION @	6.00%	(of Direct Labor)	\$3,622.65
OVERHEAD @	165.76%	(of Direct Labor + Escalation)	\$106,086.61
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FÉE)	10.0%		\$17,008.67

TOTAL MULTIPLIERS \$126,717.94

#### OTHER DIRECT COSTS

#### · · · Billed at Actual Cost · · ·

THER DIRECT COSTS	billed at Actual Cost					
	ITEM	QUANTITY	UNIT	UNITCOST	AMOUNT	

TOTAL ODC'S

TOTAL

\$187,095.42

SUBCONSULTANT FEE PROPOSAL	WORKSHEET	
COMPANY	SCOPE OF WORK.	PHASE
Psomas	Civil/Roadway, Utilities	Phase III
PROJECT		DATE
Gilman Springs Road Bridge Replacer	nent	March 27, 2022

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
A. Naftali	Lead Roadway	6	@	\$84.46	\$506.76
C. Davis	Roadway QA/QC			\$87.72	
	Road Designer	6	@	\$50.26	\$301.56
	Traffic Designer			\$51.01	
	Utility Coordinator			\$43.30	
	Civil Designer			\$34.12	
	Civil Designer			\$34.32	
D. Brotchie	Lead Drainage			\$71.41	
	Drainage Designer			\$48.90	
	Civil Designer			\$36,30	
	Administrator	2	@	\$35.88	\$71.76
	TOTAL HOURS	14	TOTA	L DIRECT LABO	\$880.0

#### MULTIPLIERS

ESCALATION @	9.00%	(of Direct Labor)	\$79.21
OVERHEAD @	165,76%	(of Direct Labor + Escalation)	\$1,590.11
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$254.94

TOTAL MULTIPLIERS \$1,924.26

## OTHER DIRECT COSTS

## · · · Billed at Actual Cost · · ·

CONTRACTOR NOT	ITEM	QUANTIT	UNIT	UNIT COST	AMOUNT

TOTAL ODC'S

SUBCONSULTANT FEE PROPOSA	WORKSHEET	
COMPANY: Psomas	SCOPE OF WORK:  Civil/Roadway, Utilities	PHASE:
PROJECT:	Olvinitodaway, Canales	DATE
Gilman Springs Road Bridge Replacer	nent	March 27, 2022

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
A. Naftali	Lead Roadway	58	@	\$84.46	\$4,898.68
C. Davis	Roadway QA/QC	8	@	\$87.72	\$701.76
	Road Designer	72	@	\$50.26	\$3,618.72
	Traffic Designer	20	@	\$51.01	\$1,020.20
	Utility Coordinator			\$43.30	
	Civil Designer	20	@	\$34.12	\$682,40
	Civil Designer	20	@	\$34.32	\$686,40
D. Brotchie	Lead Drainage			\$71.41	
	Drainage Designer			\$48.90	
	Civil Designer			\$36,30	
	Administrator	2	@	\$35.88	\$71.76
	TOTAL HOURS	200		LDIDECTLARO	£44 C70 00

TOTAL HOURS 200 TOTAL DIRECT LABO \$11,679.92

## MULTIPLIERS

ESCALATION @	14.57%	(of Direct Labor)	\$1,701 <u>.4</u> 6
OVERHEAD @	165.76%	(of Direct Labor + Escalation)	\$22,180.98
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$3,556.24

TOTAL MULTIPLIERS \$27,438.67

## OTHER DIRECT COSTS

## · · · Billed at Actual Cost · · ·

737 450	NESS CO.	ITEM	C	UANTITY	UNIT	UNITCOST	AMOUNT

TOTAL ODC'S

SUBCONSULTANT MANHOUR WORKSHEET SUMMARY		
COMPANY	SCOPE OF WORK	PHASE:
Psomas	Civil/Roadway, Utilities	All Phases
PROJECT		DATE
Gilman Springs Road Bridge Replacement		March 27, 2022

PROJECT Gilman Springs Road Bridge Replacement	lacement					Civil/Roadway, Utilities	duway, or					All Phases
												DATE. <b>March 27, 2022</b>
TASK	\$246.91	4256.44 PO PO PO PO PO PO PO PO PO PO PO PO PO	4 4 4 5146.93 \$149.12 \$12	\$149.12 \$	19.12 \$126.58 \$99.70	26.58 \$99.75 \$100.33	401 SAIN OF STORY OF		1904Fig. 1904Fig. 1905 1905 1905 1905 1905 1905 1905 1905		6.12 \$104.89	ADMINISTRATOR HOURS
PHASE TOTALS	262	84	448	258	93	516	360	52	09	92	76	2,300
PHASEI	102	42	114	99	28	96	80	36	99	9	72	756
PHASE II	96	8	256	172	64	400	260	16		32		1,330
PHASE III	9		ဖ								7	14
PHASEIV	28	α	7.2	ć		ć	ć				C	200

CONTINUES   CONT	SUBCONSULTANT MANHOUR WORKSHEET					The same of	200			THE STATE OF THE S	1			SE SE		
Springs Road Bridge Replacement   Springs Road Bridge Road Bridge Replacement   Springs Road Bridge Road Bri	COMPANY					) <b>(</b>	PE OF WORL	K:				Δ.	HASE			
102 42   114 66 28 96 80 36 60 72   104 8   114 105	PROJECT.  Gilman Springs Road Bridge Replacement					,		day, Otimice	2				ATE March 27, 2022			
102   42   114   66   28   96   90   36   60   60   72   756   7	TASK	\$ 0,537	Nanco Ot	300 00 00 00 00 00 00 00 00 00 00 00 00	150	though this	1 80	43,00 TA TA TA TA TA TA TA TA TA TA TA TA TA	41/40 to CO. (1)	POLANA C	**************************************	Salaho Sa	Barrang	HOUR	800	, to
28   Cross	Total Manhours			46.93 S	66		96	-   _	36		20 00	72		75	و	
thrust meetings) 24 8 8 8 8 4 40 5 5 6 60 60 4 5 5 8 8 6 6 6 6 6 6 8 8 8 8 6 6 6 6 6 6	1.1 Project Administration	28			_							9			•	13,207
virtual meetings)         24         8         8         9         40         5           perment Plan         4         24         8         8         44         5           seurance         4         24         8         8         16         44         5           seurance         2         8         8         8         16         5         18         5         18         16         5         18         5         18         16         5         18         18         16         5         18         16         5         18         18         16         5         18         18         18         18         18         18         18         18         18         18         18         18         18         18         18         18         18         18         18         19         18         19	1.2 Coordination & Meetings													<u>.</u>		
Company	1.2.1 PDT Meetings (up to 8 virtual meetings)	24		80	80									4	49	8,294
Servance 4 24 8 8 8 4 44 5 4 5 4 5 4 5 5 1	1.2.2 Caltrans Local Assistance															
Seurance 4 24 8 8 8 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9	1,3 Project Schedule															
Seurance 4 24 8 8 8 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9	1.4 Work Plan / Project Management Plan															
1 Information       2       8       8       16       5         ch & Base Map       2       2       40       8       72       18       5         ch & Base Map       2       2       40       8       77       5       18       77       5       18       77       5       10       10       24       40       76       5       17       5       11       13       5       11       13       5       11       13       5       11       13       5       11       13       5       14       4       10       16       6       6       6       4       4       16       16       6       6       4       4       13       5       5       7       7       5       7       5       14       8       8       16       6       6       4       4       4       4       16       16       16       6       4       4       16	1.5 Quality Control / Quality Assurance	4	24	<b>∞</b>	<b>∞</b>									4	•	9,511
sting Information         2         8         8         9         16         5           v         search & Base Map         2         8         8         8         11         11         12 </td <td>2 Research &amp; Data Gathering</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>-</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>	2 Research & Data Gathering						-									
v         8         8         19         19 <td>2.1 Collect &amp; Review Existing Information</td> <td>7</td> <td></td> <td>9</td> <td></td> <td>∞</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>44</td> <td>2,388</td>	2.1 Collect & Review Existing Information	7		9		∞									44	2,388
Search & Base Map     2     20     40     8     772     \$       & Geometric Plans     12     4     20     40     76     \$ 1       esign     6     10     24     9     76     \$ 1       esign     6     4     16     64     9     132     \$ 1       y Plans     8     4     40     16     6     6     4     16     5       rainage Report     4     4     16     16     6     4     40     \$ 1       ring Report     4     4     16     16     6     4     40     \$ 1	2.2 Conduct Field Review	2		œ			<b>&amp;</b>							_	•	2,467
2       2       40       8       72       5         12       4       20       40       76       5       1         6       4       40       16       64       9       60       4       40       13       5       1       10       5       2       1       10       1       1       1       1       1       1       1       1       1	3 Preliminary Engineering															
12       4       20       40       76       \$ 76 </td <td>3,3 Preliminary Utility Research &amp; Base Map</td> <td>7</td> <td>7</td> <td></td> <td></td> <td>20</td> <td></td> <td>40</td> <td></td> <td></td> <td></td> <td><b>©</b></td> <td></td> <td>7</td> <td>•</td> <td>8,391</td>	3,3 Preliminary Utility Research & Base Map	7	7			20		40				<b>©</b>		7	•	8,391
6       10       24         8       4       40       16       64         4       4       16       6       6       4       160       5       2         4       4       4       16       16       5       2       30       5       5         4       4       4       16       16       4       4       40       5       5	3.8 Preliminary Roadway & Geometric Plans	12	4	20				40						_	•	10,940
8       4       40       16       64       132       \$ 1         4       4       8       8       160       \$ 2         4       4       16       \$ 30       \$ 2         4       4       4       40       \$ 5         4       4       4       40       \$ 5         5       4       4       4       6       \$ 5         6       4       4       4       6       \$ 5         7       5       6       6       6       6       6         8       8       8       9       9       8       8       9       9       8         8       9 <t< td=""><td>3.9 Stage Construction Design</td><td>9</td><td></td><td></td><td>10</td><td></td><td>24</td><td></td><td>1/1</td><td></td><td></td><td></td><td></td><td>4</td><td>•</td><td>5,367</td></t<>	3.9 Stage Construction Design	9			10		24		1/1					4	•	5,367
4       4       6     4       4     4       4     4       4     4       30     5       4     40       5     6       40     5       40     5       40     5	3.12 Preliminary Roadway Plans	∞	4	40	16		64							13	•	17,648
4 4 4 16 16 16 17 18 8 8 8 9 1 19 19 19 19 19 19 19 19 19 19 19 19	3.13 Prelim Hydrology / Drainage Report	4							36	09	9			16	•	23,447
4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	3.14 Advisory and Mandatory Fact Sheets	ဖ	4	œ	∞							4	lk /e	<b>m</b>	•	5,295
	3.15 Preliminary Engineering Report	4	4	16	9									4	•	6,750
														1		

Country Strict	SUBCONSULTANT MANHOUR WORKSHEET														
TASK   TASK	COMPANY;					,	SCOPE OF M	WORK				PHASE			
TASK  TASK  TOTAL STREET  TOTA	Psomas						CIVII/Ro	adway, Ut	ilities			Phase II			
12   6   48   20   26   172   64   400   260   16   232	PROJECT Gilman Springs Road Bridge Replacement											DATE:	7, 2022		
200 61 5256 01 5166 10 5169 12 5105 10 5106 10 510 510 510 510 510 510 510 510 510	TASK	0,33	1.04 O CO	30 10 1 10 1 10 10 10 10 10 10 10 10 10 1	43ht01836	343/5/40 34.7	THOMOGO ALL	401, 43, 161, 161, 161, 161, 161, 161, 161, 16	1 1/2/	1 %	CHAOR STORY	do sadis namo		iours	COST
4 4 6 40 16 32 62 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8	Total Manhours	\$246.91 \$	256 44 S	256	172	\$125.58	400	\$100.33 <b>260</b>	208.76 <b>16</b>	7	32 S104 8	6		1,330	
20 2 16 40 78 5 8 8 6 80 80 80 80 80 80 80 80 80 80 80 80 80	5.2 Storm Water Pollution Prevention Plan	4							16		32			-	
PS&E  PS&E  28 12 96 72 12 160 140  PS&E  20 8 64 48 96 80  PS&E  PS&E  20 8 64 48 40  PS&E  PS&E  20 8 64 68 96  PS&E	5.3 Utility Coordination & Relocation Design	20	7	16		4								-	
12       6       48       20       96         28       12       160       140       182       5         20       8       64       48       8       96       80       80       324       \$         12       6       32       32       4       48       40       174       \$	5.4 35% Design													-	
28     12     96     72     12     160     140       20     8     64     48     8     96     80       12     6     32     32     4     48     40       12     6     32     32     4     48     40	5.4.1. Roadway Design	12	ဖ	84	20		96							-+	
28     12     96     72     12     160     140       20     8     64     48     8     96     80       12     6     32     32     4     48     40       12     6     32     32     4     48     40       12     6     32     32     4     48     40       13     1     1     1     1     1     1       14     1     1     1     1     1     1       15     1     1     1     1     1     1       16     1     1     1     1     1     1       16     1     1     1     1     1     1       17     1     1     1     1     1     1       18     1     1     1     1     1     1     1       19     1     1     1     1     1     1     1     1       10     1     1     1     1     1     1     1     1       10     1     1     1     1     1     1     1     1     1     1       10     1     1     1	5.5 65% PS&E														
20     8     64     48     8     96     80       12     6     32     32     4     48     40       174     5       18     40       19     11     11     12       10     10     10     10       10     10     10     10       10     10     10     10       11     10     10     10       11     10     10     10       11     10     10     10       11     10     10     10       11     10     10     10       12     10     10     10       12     10     10     10       12     10     10     10       12     10     10     10       13     10     10     10       14     10     10     10       15     10     10     10       16     10     10     10       17     10     10     10       18     10     10     10       19     10     10     10       10     10     10     10       10     10	5.5.1 Roadway PS&E	28	12	96	72	12	160	140						 $\rightarrow$	
20       8       64       48       8       96       80         112       6       32       32       4       48       40       174       5         112       6       32       32       4       48       40       174       5         113       10       10       10       10       10       10       10       114       5         114       10       <	5.6 90% PS&E														
12 6 32 32 4 48 40 114 \$ \$ 14	5.6.1 Roadway PS&E	20	œ	64	48	<b>60</b>	96	80						-	
	5.7 Final 100% Plans & Contract Bid Documents	12	9	32	32	4	48	40						_	

SUBCONSULTANT MANHOUR WORKSHEET						
COMPANY: Promas		SCOPE OF WORK:	Hilities	à	PHASE:	
PROJECT: Gilman Springs Road Bridge Replacement				0/0	DATE: March 27, 2022	
TASK	SIROS SIC ON ON ANNON ON CONTI	Storage OS de Paro	43NO(5.3	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	40 SAISIMINON	HOURS COST
Total Manhours	\$246.91 \$256.44 \$146.93 \$149.12 6 6	26.58 \$99.75 \$10	208.76 \$1	06.12 \$10		4-
7.1 Attend a Pre-Bid Meeting	9			2		14 \$ 2,573

SUBCONSULTANT MANHOUR WORKSHEET															K
COMPANY					SCOPE OF WORK:	= WORK:				PHASE	71				
PROJECT						CIVIL/ROADWay, Utilities	Salities			DATE	DATE				
Gilman Springs Road Bridge Replacement		19								¥.	March 27, 2022	7			
TASK	St Original St.	The Court of the C	SONO SHADE OF	43 <sub>ROJ</sub> 73,384,	SANDER TAND	40 18 18 18 18 18 18 18 18 18 18 18 18 18	1 %	181	STRONG TO THE TO THE PERSON THE P	Solven Bridge	1 10		Hours		COST
	\$246.91 \$256	56 44 \$1	\$146.93 \$14	9.12 \$1	58 \$99.75	\$100.33	00	4	\$106.12 \$104.89	1.89					
Total Manhours	28	<b>&amp;</b>	72	20	20	70				2			ō	200	
8.1 Attend a Pre-Construction Meeting and Site Meetings	12		24							2				38	669'9
8.2 Admin, RFIs, Shop Drawings & Submittals	18	4	40	œ										•	\$ 12,540
8.3 Prepare Construction Change Orders	24	4		4										32 \$	7,548
8.4 Prepare As-Built Plans	4		œ	<b>&amp;</b>	20	20								\$ 09	7,358

### 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</u> per Cost  Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$111,832.58	2300	=	\$48.62	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$48.62	+	5%	=	\$51.05	Year 2 Avg Hourly Rate
Year 2	\$51.05	+	5%	:æ	\$53.61	Year 3 Avg Hourly Rate
Year 3	\$53.61	+	5%	=	\$56.29	Year 4 Avg Hourly Rate
Year 4	\$56.29	+	5%	=	\$59.10	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	35.0%	*	2300	=	805	Estimated Hours Year 1
Year 2	15.0%	*	2300	=	345	Estimated Hours Year 2
Year 3	50.0%	*	2300	=	1150	Estimated Hours Year 3
Year 4	0.0%	*	2300	=	0	Estimated Hours Year 4
Year 5	0.0%	*	2300	=	0	Estimated Hours Year 5
Total	100,0%		Total	=	2300	

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

					Cost per	
	Avg Hourly Rate	Es	stimated hours		Year	
	(calculated above)	(ca	lculated above)			
Year 1	\$48.62	*	805	=	\$39,141.40	Estimated Hours Year 1
Year 2	\$51.05	*	345	=	\$17.613.63	Estimated Hours Year 2
Year 3	\$53.61	*	1150	=	\$61,647.71	Estimated Hours Year 3
Year 4	\$56.29	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$59.10	*	0	=	\$0.00	Estimated Hours Year 5
	Total D	irect Lab	or Cost with Escalation	=	\$118,402.74	
	Direct I	abor Sub	ototal before Escalation	=	\$111,832.58	
	Estima	ated total	of Direct Labor Salary	=	,	Fransfer to Page 1
			Increase		\$6,570.16	

#### 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
- 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:

Arief Naftali

Name:

Signature	- Afflings & stanson -	Date of Certifica	tion (mm/dd/yyyy):3/27/2022
Email:	Aricf.Naftali@psomas.com	Phone Number:	714-481-7956
Address:	5 Hutton Centre, Suite 300, Santa Ana, CA 92707		
than info	individual executive or financial officer of the consulta a Vice President or a Chief Financial Officer, or equivarmation utilized to establish the cost proposal for the cocces the consultant is providing under the proposed contribution Design/Utility Coordination/Roadway Design/Hydraulic	alent, who has author ntract. ract:	<del>-</del>

Title \*: Vice President

SUBCONSULTANT FEE PROPOSAL V	VORKSHEET	
COMPANY	SCOPE OF WORK	PHASE:
Translutions	Traffic Studies	All Phases
PROJECT		DATE
Gilman Springs Road Bridge Replacement		March 27, 2022

PERSON	IEL.	POSITION	HOURS		RATE	AMOUNT
Bhattacharjee		Principal-in-Charge / Project Manager	60	@	\$82.21	\$4,932_60
Aguirre		Senior Transportation Planner	160	@	\$54.33	\$8,692.80
Palakurthy		Senior Modeler	60	@	\$77.00	\$4,620,00
Chausalkar		QA/QC	20	@	\$67.31	\$1,346.20

\$19,591.60 TOTAL HOURS 300 AL DIRECT LABOR

## MULTIPLIERS

ESCALATION @		(Rates Vary by Phase)	\$1,092.23
OVERHEAD @	160.70%	(of Direct Labor + Escalation)	\$33,238.92
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10,0%		\$5,392.27

TOTAL MULTIPLIERS \$39,723.42

## OTHER DIRECT COSTS

· · · Billed at Actual Cost · · ·

STILL DIRECT COSTS	··· Bille	u at Actual Cost					
	ITEM		QUANTITY	UNIT	U	NIT COST	AMOUNT
Traffic Counts			10	EA	@	\$250.00	\$2,500.0
					•	TOTAL ODC'S	\$2,500.0

TOTAL ODC'S

\$2,500.00

TOTAL

\$61,815.02

SUBCONSULTANT FEE PROPOSAL V	VORKSHEET	
COMPANY	SCOPE OF WORK	PHASE*
Translutions	Traffic Studies	Phase I
PROJECT:	<u> </u>	DATE
Gilman Springs Road Bridge Replaceme	nt	March 27, 2022

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
Bhattacharjee	Principal-in-Charge / Project Manager	60	@	\$82.21	\$4,932.60
Aguirre	Senior Transportation Planner	160	@	<b>\$54</b> .33	\$8,692.80
Palakurthy	Senior Modeler	60	@	\$77.00	\$4,620.00
Chausalkar	QA/QC	20	@	\$67.31	\$1,346.20
	TOTAL HOURS	300	AL DI	RECT LABOR	\$19,591.60

### MULTIPLIERS

ESCALATION @	5.58%	(of Direct Labor)	\$1,092.23
OVERHEAD @	160.70%	(of Direct Labor + Escalation)	\$33,238.92
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE)	10.0%		\$5,392.27

TOTAL MULTIPLIERS \$39,723.42

OTHER DIRECT COSTS

· · · Billed at Actual Cost · · ·

	ITEM	100000	QUANTITY	UNIT	UNIT COST	AMOUNT
Traffic Counts			10	EA	@ \$250.00	\$2,500.00

TOTAL ODC'S

\$2,500.00

TOTAL

\$61,815.02

SUBCONSULTANT MANHOUR WORKSHEET SUMMARY		
OMPANY	SCOPE OF WORK	PHASE
Translutions	Traffic Studies	All Phases
PROJECT		DATE
Gilman Springs Road Bridge Replacement		March 27, 2022

Gilman Springs Road Bridge Replacement	placement				March 27, 2022	
TASK	19. Aller	THE ME STORY	NOINTE STATE OF THE  NOID AND TO THE STATE OF THE ST		HOURS	
PHASE TOTALS	60	160	09	20 20		300
PHASEI	09	160	9	20		300
PHASEII						
PHASE III						
PHASEIV						

SUBCONSULTANT MANHOUR WORKSHEET		THE RESERVE TO SERVE THE PARTY OF THE PARTY	年一一一日日の日本の日本日本の日本日本の日本日本日本日本日本日本日本日本日本日本日
COMPANY:		SCOPE OF WORK:	PHASE
Translutions		Traffic Studies	Phase I
PROJECT: Gilman Springs Road Bridge Replacement			DATE. March 27, 2022
TASK	TO I AL SERVICE SOLD SOLD SOLD SOLD SOLD SOLD SOLD SOLD		TSOS SHOWN
	\$235.75 \$155.80 \$220.81 \$193.02		110
Total Manhours	60 160 60 20		300
3.2 Traffic Studies	60 160 60 20		300 \$ 56,183

## CALCULATIONS FOR ANTICIPATED SALARY INCREASES

Consultant	Trai	nslutions, Inc.						
Project No.	BRLS	S-5956(238)	Contract No.			2	Date	3/25/2022
1. Calculat	te Ave	rage Hourly Rate for 1st year o	of the contract	(Direct Labor Subtota	divided by total ho	urs)		
	Dir	ect Labor <u>Subtotal</u>	Total Hou	irs			Avg Hourly	5 Year Contract
	p	er Cost Proposal	per Cost Pro	posal			Rate	Duration
	\$	19.591.60	300		=	\$	65.31	Year 1 Avg Hourly Rate

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

	Avg F	Hourly Rate		Proposed Escalation		
Year 1	\$	65.31	+	5%	=	\$ 68.57 Year 2 Avg Hourly Rate
Year 2	\$	68.57	+	5%	=	\$ 72.00 Year 3 Avg Hourly Rate
Year 3	\$	72.00	+	5%	=	\$ 75.60 Year 4 Avg Hourly Rate
Year 4	\$	75.60	+	5%	=	\$ 79.38 Year 5 Avg Hourly Rate

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

	Estimated %		Total Hours		Total Hours	
	Completed Each Year		per Cost Proposal		per Year	
Year 1	20.00%	: <b>*</b> :	300.0	AND E	60.0	Estimated Hours Year 1
Year 2	50.00%		300.0		150.0	Estimated Hours Year 2
Year 3	30.00%		300.0	- H	90.0	Estimated Hours Year 3
Year 4	0.00%	(*)	300.0		0.0	Estimated Hours Year 4
Year 5	0.00%		300.0	- 17	0.0	Estimated Hours Year 5
Total	100%		Total	= (1)	300.0	

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

	Hourly Rate		Estimated hours (calculated above)		Co	ost per Year	
Year 1	\$ 65.31		60	=	\$	3,918.32	Estimated Hours Year 1
Year 2	\$ 68.57	242	150	=	\$	10,285.59	Estimated Hours Year 2
Year 3	\$ 72.00	(*)	90	=	\$	6,479.92	Estimated Hours Year 3
Year 4	\$ 75.60		0	=	S	S. T. S.	Estimated Hours Year 4
Year 5	\$		0	=	\$	The state of	Estimated Hours Year 5
	Total Dire	ect Labor Cost	with Escalation	=	\$	20,683.83	
	Direct La	bor Subtotal be	efore Escalation	=	\$	19,591.60	
	Estimated total of	f Direct Labor	Salary Increase	=	\$	1,092.23	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
- 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.

## **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 Proceedures
- 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:	Sandipan Bhattacharjee	_ Title *:	Principal/CFO	
Signature:	Manufacture -	_ Date of Cer	tification:	3/25/2022
Email:	sandipan@translutions.com	Phone num	iber:	949-656-3131
Address:	17632 Irvine Blvd, Ste 200, Tustin, CA 92780			
	*An individual executive or financial officer of the consultant Financial Officer, or equivalent, who has authority to represe			
List service:	s the consultant is providing under the proposed contract	Traffic & Transportation Analyses	; 	

## Attachment D Biggs Cardosa Associates, Inc.

***		P	osition Maximui	ms	
Classification	2022	2023	2024	2025	2026
	Max	Max	Max	Max	Max
Senior Principal	\$116.54	\$122.37	\$128.49	\$134.91	\$141.66
Principal	\$88.85	\$93.29	\$97.95	\$102.85	\$107.99
Engineering Manager	\$72.12	\$75.73	\$79.52	\$83.50	\$87.68
Senior Engineer	\$61.44	\$64.51	\$67.74	\$71.13	\$74.69
Project Engineer	\$53.65	\$56.33	\$59.15	\$62.11	\$65.22
Staff Engineer	\$46.58	\$48.91	\$51.36	\$53.93	\$56.63
Assistant Engineer	\$44,42	\$46.64	\$48.97	\$51.42	\$53.99
Junior Engineer	\$34,00	\$35.70	\$37.49	\$39.36	\$41.33
Senior Computer Drafter	\$55.39	\$58.16	\$61.07	\$64.12	\$67.33
Computer Drafter	\$30.00	\$31.50	\$33.08	\$34.73	\$36.47
BIM / Visualization Specialist	\$39.52	\$41.50	\$43.58	\$45.76	\$48.05
Project Administrator	\$78.17	\$82.08	\$86.18	\$90.49	\$95.01

## Attachment D Arellano Associates

		Position Maximums					
Classification	2022	2023	2024	2025	2026		
	Max	Max	Max	Max	Max		
Principal-in-Charge	\$120.00	\$123.60	\$127.31	\$131.13	\$135.06		
Senior Project Manager	\$100.00	\$103.00	\$106.09	\$109.27	\$112.55		
Project Manager	\$75.00	\$77.25	\$79.57	\$81.95	\$84.41		
Tech Lead	\$70.00	\$72.10	\$74.26	\$76.49	\$78.79		
Deputy Project Manager	\$65.00	\$66.95	\$68.96	\$71.03	\$73.16		
Creative Lead	\$60.00	\$61.80	\$63.65	\$65.56	\$67.53		
Senior Project Coordinator	\$55.00	\$56.65	\$58.35	\$60.10	\$61.90		
Tech/Creative Coordinator	\$55.00	\$56.65	\$58.35	\$60.10	\$61.90		
Project Coordinator	\$40.00	\$41.20	\$42.44	\$43.71	\$45.02		
Asst. Project Coordinator	\$30.00	\$30.90	\$31.83	\$32.78	\$33.77		

## Attachment D Avila & Associates

	Position Maximums					
Classification	2022	2023	2024	2025	2026	
	Max	Max	Max	Max	Max	
Junior Civil Engineer	\$49.90	\$51.39	\$52.94	\$54.52	\$56.16	
Assistant Engineer	\$60.40	\$62.21	\$64.08	\$66.00	\$67.98	
Associate Engineer	\$73.53	\$75.74	\$78.01	\$80.35	\$82.76	
Senior Engineer	\$86.66	\$89.26	\$91.94	\$94.70	\$97.54	
Project Manager	\$92.30	\$95.00	\$97,70	\$100.85	\$103.55	

## Attachment D Earth Mechanics, Inc.

		Position Maximums					
Classification	2022	2023	2024	2025	2026		
	Max	Max	Max	Max	Max		
Principal	\$93.00	\$97.65	\$102.53	\$107.66	\$113.04		
Principal Engineer/Geologist	\$93.00	\$97.65	\$102.53	\$107.66	\$113.04		
Senior Engineer/Geologist	\$69.60	\$73.08	\$76.73	\$80.57	\$84.60		
Sr. Project Engineer/Geologist	\$59.90	\$62.90	\$66.04	\$69.34	\$72.81		
Project Engineer/Geologist	\$54.10	\$56.81	\$59.65	\$62.63	\$65.76		
Senior Staff Engineer/Geologist	\$49.30	\$51.76	\$54.35	\$57.07	\$59.92		
Staff Engineer/Geologist	\$41.10	\$43.15	\$45.31	\$47.58	\$49.96		
Senior Technician	\$47.50	\$49.87	\$52.37	\$54.99	\$57.74		
Technician*	\$23.60	\$24,78	\$26.02	\$27.32	\$28.68		
Administrative Assistant*	\$39.80	\$41.79	\$43.88	\$46.07	\$48.38		

<sup>\*</sup> Non-exempt staff subject to overtime pay per California law.

## Attachment D ICF Jones & Stokes, Inc.

	Position Maximums					
Classification	2022	2023	2024	2025	2026	
	Max	Max	Max	Max	Max	
Senior Project Director	\$121.68	\$125.94	\$130.35	\$134.91	\$139.63	
Project Director	\$100.87	\$104.40	\$108.05	\$111.84	\$115.75	
Technical Director	\$86.51	\$89.54	\$92.67	\$95.92	\$99.27	
Senior Technical Analyst	\$76.98	\$79.67	\$82.46	\$85.35	\$88.34	
Managing Consultant	\$68.28	\$70.67	\$73.14	\$75.70	\$78.35	
Senior Consultant III	\$60.95	\$63.08	\$65.29	\$67.58	\$69.94	
Senior Consultant II	\$54.09	\$55.98	\$57.94	\$59.97	\$62.07	
Senior Consultant I	\$49.12	\$50.84	\$52.62	\$54.46	\$56.37	
Associate Consultant III	\$46.35	\$47.97	\$49.65	\$51.39	\$53.19	
Associate Consultant II	\$41.23	\$42.67	\$44.17	\$45.71	\$47.31	
Associate Consultant I	\$38.12	\$39.45	\$40.84	\$42.26	\$43.74	
Associate Consultant	\$43.50	\$45.02	\$46.60	\$48.23	\$49.92	
Administrative Technician	\$40.00	\$41.40	\$42.85	\$44.35	\$45.90	
Technician	\$30.00	\$31.05	\$32.14	\$33.26	\$34.43	
Intern	\$23.50	\$24.32	\$25.17	\$26.05	\$26.97	

## Attachment D Psomas

Classification		Position Maximums					
	2022	2023	2024	2025	2026		
	Max	Max	Max	Max	Max		
Lead Roadway	\$84.46	\$88.68	\$93.12	\$97.77	\$102.66		
Roadway QA/QC	\$87.72	\$92.11	\$96.71	\$101.55	\$106.62		
Road Designer	\$50.26	\$52.77	\$55.41	\$58.18	\$61.09		
Traffic Designer	\$51.01	\$53.56	\$56.24	\$59.05	\$62.00		
Utility Coordinator	\$43.30	\$45.47	\$47.74	\$50.13	\$52.63		
Civil Designer	\$36.30	\$38.12	\$40.02	\$42.02	\$44.12		
Lead Drainage	\$71.41	\$74.98	\$78.73	\$82.67	\$86.80		
Drainage Designer	\$48.90	\$51.35	\$53.91	\$56.61	\$59.44		
Administrator	\$35,88	\$37.67	\$39.56	\$41.54	\$43.61		

# Attachment D Translutions, Inc.

	Position Maximums					
Classification	2022	2023	2024	2025	2026	
	Max	Max	Max	Max	Max	
Principal-in-Charge / Project Manager	\$86.79	\$91.64	\$96.75	\$102.15	\$107.85	
Senior Transportation Planner	\$57.36	\$60.56	\$63.94	\$67.51	\$71.27	
Senior Modeler	\$81.29	\$85.83	\$90.62	\$95.68	\$101.01	

## **EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT**

1. Local Agency: County of Riverside • Dep	artment of Transportation	2. Contract DBE Goal: 12.5%	
3. Project Description: Gilman Springs Road B	ridge over Potrero Creek	Br. No. 56C0523   Federal Project No. BRLS-	-5956(238)
4. Project Location: On Gilman Springs Road,	approximately 0.5 miles so	outheast of Sanderson Avenue (SR-79) in Riv	erside County
5. Consultant's Name: Biggs Cardosa Associat			
8. Total Dollar Amount for <u>ALL</u> Subconsultants:			
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 5851 Pine Avenue, Suite A Chino Hills, CA 91709	\$35,161.92
Geotechnical Engineering	6956	Earth Mechanics, Inc. 17800 Newhope Street, Suite B Fountain Valley, CA 92708	\$162,959.25
Traffic Studies	42478	Translutions 17632 Irvine Blvd., Suite 200 Tustin, CA 92780	\$61,815.02
Local Agency to Complete thi 20. Local Agency Contract	s Section		\$259,936.19
Number:	S 5956(238)	14. TOTAL CLAIMED DBE PARTICIPATION	·
21. Federal-Aid Project Number: BRLS 22. Contract Execution 6/14/20			12.5 %
Local Agency certifies that all DBE certifications at this form is complete and accurate.	e valid and information on	IMPORTANT: Identify all DBE firms being clair regardless of tier. Written confirmation of each required.	
Cent	5/9/2022	5/4	/2022
23. Local Agency Representative's Signature	24. Date	15. Preparer's Signature 16. D.	
ant	5/9/2022		.287.8787
25, Local Agency Representative's Name	26. Phone	17. Preparer's Name 18. Pl	hone
Suits		Principal / Vice President	
27. Local Agency Representative's Title		19. Preparer's Title	

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

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