

**COUNTY OF TULARE
PROFESSIONAL ENGINEERING CONSULTING SERVICES
FOR THE AVENUE 404 OVER COTTONWOOD CREEK BRIDGE PROJECT**

THIS AGREEMENT ("Agreement") is entered into as of July 30, 2024, between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and **Moffatt & Nichol**, a California Corporation ("CONTRACTOR"). COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A. COUNTY has requested proposals for professional engineering services for the **Avenue 404 over Cottonwood Creek Bridge Project** (the Project) located within Tulare County. These consultant services are to include project management, performing field reviews/studies, completing regulatory agency permitting and coordination, preparing CEQA and NEPA documentation, developing biddable construction documents (plans, specifications, and construction cost estimate), providing professional assistance during the bidding process, bid evaluation, and assistance with the selection of a construction contractor, environmental monitoring during construction, and construction support (as needed) during the construction of the project as described per the attached **Exhibit A** ("Scope of Work"), to the satisfaction of the COUNTY, State, Federal Emergency Management Agency (FEMA), and other jurisdictional agencies. CONTRACTOR shall document the results of the work to the satisfaction of the COUNTY, the State and FEMA. This may include preparation of progress and final reports or similar evidence of attainment of the Agreement objectives.
- B. CONTRACTOR'S response indicates that it possesses the professional qualifications, relevant experience and demonstrated competence to provide such services. If there is any conflict between the CONTRACTOR'S approved Cost Proposal (attached as **Exhibit B**) and this Agreement, this Agreement shall take the precedence.

THE PARTIES AGREE AS FOLLOWS:

- 1. **TERM:** This Agreement becomes effective as of July 30, 2024 and expires at 11:59 PM on December 31, 2029, unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
- 2. **SERVICES:** CONTRACTOR will provide professional engineering services, more particularly described in **Exhibit A**. All work performed and billed to the COUNTY by the CONTRACTOR shall be eligible for federal reimbursement in accordance with the Caltrans Local Assistance Procedures Manual (LAPM) and/or any other applicable FEMA requirements, unless otherwise directed by the COUNTY, in writing.
- 3. **PAYMENT FOR SERVICES:** See attached **Exhibit B** ("CONTRACTOR'S Cost Proposal").
 - A. The COUNTY shall reimburse the CONTRACTOR for hours worked at the hourly rates specified in **Exhibit B**. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are **not** adjustable for the performance period set forth in this Agreement. Note that anticipated salary increases are calculated in advance and factored into the not to exceed lump sum contract cost.
 - B. In addition, the CONTRACTOR will be reimbursed for incurred direct costs other than salary costs that are identified in **Exhibit A** and **Exhibit B**.

- C. No additional compensation will be paid to the CONTRACTOR, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of the work or the scope of the project, adjustment to the fee will be negotiated between the CONTRACTOR and COUNTY. Adjustment in the fee will not be effective until authorized by a written amendment to this Agreement which has been approved by the COUNTY.
- D. The CONTRACTOR shall not commence performance of work or services until this Agreement has been approved by COUNTY, and a notification to proceed has been issued. No payment will be made for any work performed prior to COUNTY approval of this Agreement.

The CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by COUNTY'S Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONTRACTOR is billing. Invoices shall detail the work performed on each milestone, as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this Agreement number and project title. Final invoice must contain the final cost and all credits owed to the COUNTY that include any equipment purchased pursuant to the Exhibits to this Agreement. The final invoice should be submitted within 60 calendar days after completion of CONTRACTOR'S work. Invoices shall be emailed to RMA-AP@tularecounty.ca.gov AND the current County Project Manager. All invoices should identify the current County Project Manager and Board Agreement Number (5-digit number).

- E. The total amount payable by the COUNTY for services identified in **Exhibit A** and **Exhibit B** shall not exceed sum of SIX HUNDRED THOUSAND THIRTY-FOUR DOLLARS AND SEVENTY-NINE CENTS (\$600,034.79) for primary services and THREE HUNDRED SEVENTEEN THOUSAND TWO HUNDRED SEVENTY-TWO DOLLARS AND SEVENTY CENTS (\$317,272.70) for optional services, for a total of NINE HUNDRED SEVENTEEN THOUSAND THREE HUNDRED SEVEN DOLLARS AND FORTY-NINE CENTS (\$917,307.49).
- F. Caution: This project may be partially funded with Federal funds and therefore requires full compliance with Title 2 of the Code of Federal Regulations, § 200.218 through 200.326 AND the County Purchasing Ordinance.

The CONTRACTOR shall not commence performance of optional services until a notification to proceed has been issued. No payment will be made prior to approval or for any optional services performed prior to the COUNTY'S issuance of a notice to proceed.

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

This Agreement is valid and enforceable only if sufficient funds are made available to COUNTY for the purpose of this Agreement. In addition, this Agreement 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 Agreement in any manner.

The COUNTY has received FEMA authorization to initiate the Project and secure a design consultant contract to complete the Preliminary Engineering (PE) phase of the Project. It is mutually agreed by the Parties that if sufficient funds are not appropriated to cover the full balance of anticipated PE funds, work may be temporarily suspended until an appropriation of sufficient funds is received by the COUNTY or this Agreement may be amended to reflect a reduction in funds. COUNTY has the option to void the Agreement under the 30-day termination clause or Parties may mutually agree to amend the Agreement to reflect a reduction in funds.

4. INSURANCE: Before approval of this Agreement by COUNTY, CONTRACTOR must file with the Clerk of the Board of Supervisors, evidence of the required insurance as set forth in the attached **Exhibit C**.

5. GENERAL AGREEMENT TERMS AND CONDITIONS: COUNTY'S revised "General Agreement Terms and Conditions" are hereby incorporated in the attached **Exhibit D** and made a part of this Agreement.

6. ADDITIONAL EXHIBITS: CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement.

<input checked="" type="checkbox"/>	Exhibit A	Scope of Work
<input checked="" type="checkbox"/>	Exhibit B	Contractor's Cost Proposal
<input checked="" type="checkbox"/>	Exhibit C	Professional Services Contracts – Insurance Requirements
<input checked="" type="checkbox"/>	Exhibit D	Revised County General Agreement Terms and Conditions
<input checked="" type="checkbox"/>	Exhibit E	Additional terms and conditions for federally-funded contracts.

7. NOTICES: (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage pre-paid and addressed as follows:

COUNTY:

Tulare County Resource Management Agency
Attention: Jennifer Cervantes, Contract Administrator
5961 South Mooney Boulevard
Visalia, CA 93277

With a Copy to:

COUNTY ADMINISTRATIVE OFFICER
2800 W. Burrel Ave.
Visalia, CA 93291

Phone No.: (559) 624-7000
Fax No.: (559) 615-3005

Phone No.: (559) 636-5000
Fax No.: (559) 733-6318

CONTRACTOR:

Moffatt & Nichol
Attn: Garrett Dekker
2185 N California Blvd., Suite 500
Walnut Creek, CA 94596

Phone No.: (925) 956-4947

Email: gdekker@moffattnichol.com

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

8. AUTHORITY: CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

9. ORDER OF PRECEDENCE: Notwithstanding anything to the contrary in this Agreement, including the COUNTY'S "General Agreement Terms and Conditions" incorporated by reference, and the attached Exhibits, because the services to be provided under this Agreement are at least partially federally-funded, the provisions of the attached **Exhibit E** shall prevail over any inconsistent provisions herein.

10. COUNTERPARTS: The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together, form one single document.

11. MISCELLANEOUS: The Parties acknowledge and agree that the CONTRACTOR does not have control over the costs of labor, materials, equipment, over the construction contractor's means methods, techniques and/or processes of, or employed by, the construction contractor in determining prices, or over competitive bidding, the market or negotiating conditions. Accordingly, the CONTRACTOR does not and cannot warrant or represent that competitively bid or negotiated construction costs and estimates of construction materials quantities will not vary from the construction budget, materials required, or from any estimate of cost or evaluation prepared, reviewed, or approved, by CONTRACTOR as part of the Services.

CONTRACTOR shall not be held liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

Neither party shall have any claim or right against the other for any failure of performance where such failure of performance is caused by or is the result of causes beyond the reasonable control of the other party due to any occurrence commonly known as "force majeure," including, but not limited: acts of God; fire, flood, or other natural catastrophe; acts of any governmental body, epidemic, pandemic; labor dispute or shortage; national emergency; insurrection; riot; or war. In such an event, the parties shall work cooperatively to address the need for any extension of time or change in the contract budget due to such delay.

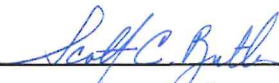
CONTRACTOR's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. CONTRACTOR makes no warranties, express or implied, under this Agreement or otherwise in connection with CONTRACTOR's services.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]


THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Moffatt & Nichol

Date: 7/8/2024

By 
Print Name Scott Butler
Title Vice President

Date: 7/8/2024

By 
Print Name David Huchel
Title Secretary

[Pursuant to Corporations Code section 313, County policy requires that contracts with a **Corporation** be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a **Limited Liability Company** be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]


COUNTY OF TULARE

Date: 7/30/2024

By 
Chair, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

Date: 7/30/2024

By 
Deputy Clerk



Approved as to Form
County Counsel

Date: 7/8/2024

By 
Deputy

Matter # 2024464

Exhibit A

Scope of Work

3.1 Introduction

The Avenue 404 over Cottonwood Creek Bridge Project (Project) proposes reconstructing the Ave 404 Bridge over Cottonwood Creek, which was severely damaged in the early 2023 winter storms. A temporary bridge was constructed approximately 70 feet downstream to provide temporary access. Since the temporary bridge is undersized and located within a public access easement, a permanent bridge is needed along the original alignment.

Task 1 – Project Management

Provide project management services for control and administration of the work as follows:

- 1.1. **Project Meetings, Schedule, and Invoicing:** M&N will lead Virtual Project Development Meetings monthly, with key subconsultants participating. Host additional meetings as needed at key milestones and/or as requested by the County. Prepare agendas and distribute minutes within five days of meetings. The minutes will document action items with assigned due dates and responsibilities. M&N will also prepare and maintain a critical path project schedule utilizing MS Project software to identify major delivery milestones and submit them monthly for County concurrence.

Schedule an in-person kick-off and field review meeting with key project staff and the County. The purpose of the meeting will be to summarize project opportunities and goals, agree on the project scope, and establish a design schedule. Document design decisions made during this meeting and distribute minutes to the County for review and concurrence.

Prepare monthly invoices, including a summary of specific work completed (including a breakdown of hours). Prepare monthly progress reports, including discussion of critical items or decisions, recommendations to address work items, work accomplished during the month, and work anticipated during the next month. Provide support to the County in coordination with property owners.

1 2.

Project Controls: Implement quality control procedures and prepare a Project Work Plan by the M&N Quality Management Standard. The Project Work Plan summarizes project vision and success factors, team organization with contact information, communication plan, contract obligations, budget management strategies, technical delivery schedule, quality procedures, document management, and a risk management plan.

Implement project quality control checks for each deliverable milestone and throughout the project. Distribute the quality procedures to each subconsultant for acknowledgment and signature. The Project Manager and Director will conduct periodic project progress and Project Work Plan reviews to ensure the quality control procedures are implemented as planned.

PROJECT MANAGEMENT PLAN

The M&N team will have clearly defined roles under the leadership of Project Manager Garrett Dekker. He will organize, assess, direct, integrate, coordinate, and control the work. M&N's project successes are based on flexibility and close coordination with clients and key stakeholders during all phases of the Project. M&N has management tools in place to facilitate this coordination. One important tool is our Project Management Plan (PMP). The PMP will be a living document and will be updated regularly to show the progress of the work. The PMP will assist Garrett in identifying, defining, and prioritizing the Project's essential elements and describe the process for completing the Project. To ensure successful communication of the PMP, Garrett will conduct an internal kick-off meeting with the entire team to present the elements of the PMP to define the Project roles and responsibilities, standards to follow, and the QA/QC plan. It will provide a list of deliverables, including the schedule, document control procedures, and contract administration procedures. Our PMP will be submitted to the County for review and approval at the Project's onset.

Upon NTP, Garrett will review the scope of work and coordinate with the Discipline Leads. If required, a modified scope of services would be provided with the cost estimate to complete the task order. The following outlines M&N's reporting systems and tools that control project costs, schedule, and quality during the delivery of the Project.

SCHEDULE CONTROL

We propose managing project schedules by working with the County to identify activities critical to this Project's success. Tracking task-level progress is essential, and identifying potential schedule-impacting issues early to develop informed corrective action plans. We will establish a baseline schedule and update the schedule monthly while comparing the current project progress against the baseline. The schedule will show each task's beginning, ending, and duration and identify critical path activities. The schedule will clearly show tasks to be completed and tasks expected to be performed by other stakeholders and reviewing agencies.

M&N has identified several tasks essential to keeping the schedule on track to be completed within the first 90 days:

- Finalize schedule with the County in agreement on milestone dates and review time frames
- Establish the Project Management Plan
- Establish the Project Development Team (PDT)
- Conduct a field-review/kick-off meeting with all Team members
- Begin biology surveys

QUALITY CONTROL

Our team understands the significance of the replacement for the Avenue 404 bridge to the County and nearby resident. Getting the road fully operational in 2026 is essential. To this end, our work on numerous similar assignments has enabled us to develop an effective Quality Management Plan (QMP), which will be included in the overall PMP. Our proposed *Quality Manager, Jared Cole*, will develop the project-specific Design Quality Management Plan (DQMP) and monitor the design team's compliance with the DQMP throughout the life of the Project.

Figure 4.1: M&N Quality Process

INTERDISCIPLINARY REVIEWS

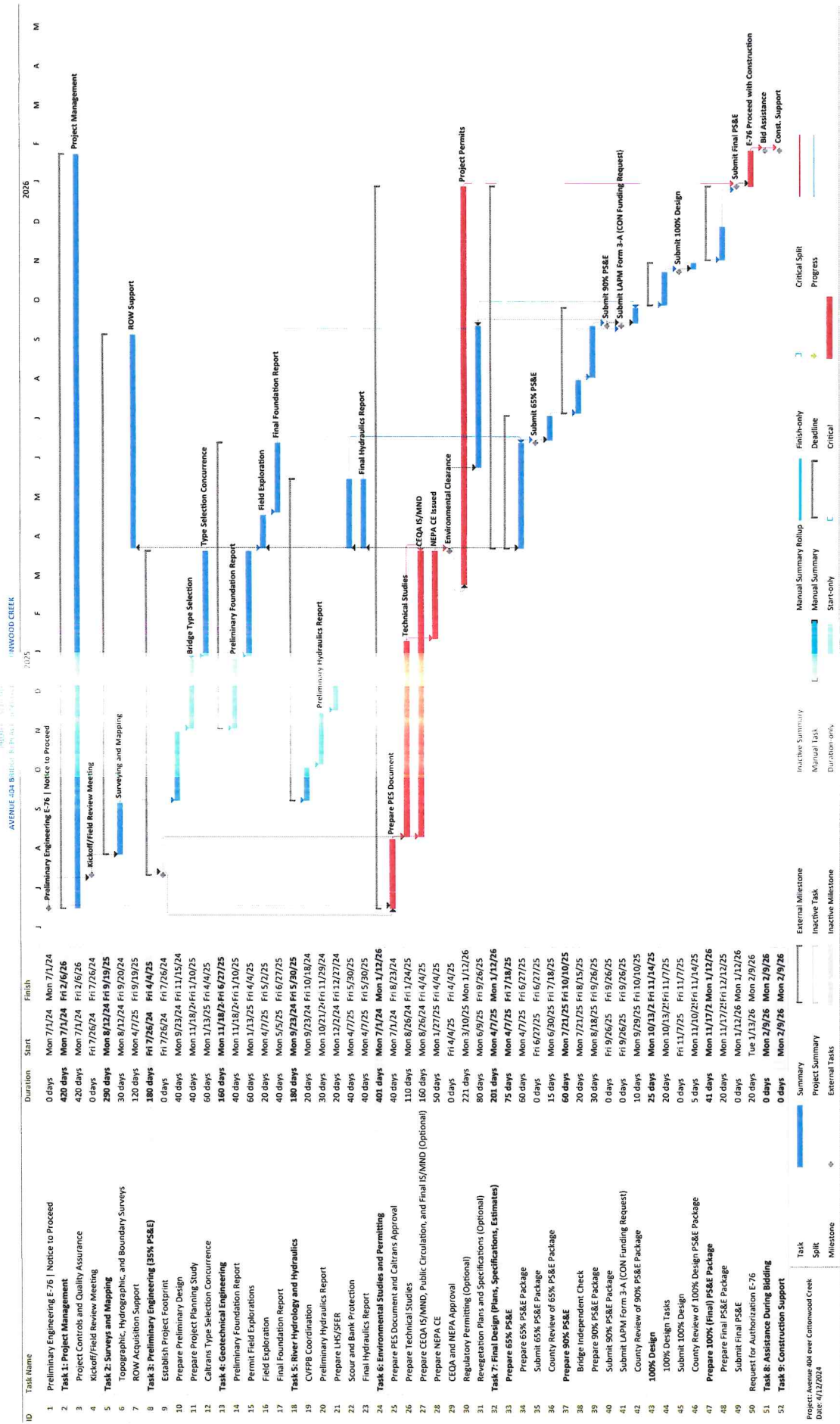
Discipline Leads will lead interdisciplinary reviews to validate all discipline components, provide consistency, and eliminate interferences among disciplines.

INDEPENDENT REVIEWS

Peer reviewers who did not actively participate in the project design will lead the Independent Technical Reviews. M&N provides the County a review team with a significant number of years of experience.

QUALITY ASSURANCE

The Quality Manager will verify quality control processes are in conformance prior to submission to the County.



Task 2 – Surveys, Mapping and Right-of-Way (Optional)

QK will provide surveying services, including control surveys, topographic surveys, ROW establishments, acquisition support, and staking. All surveys will be based on CCS83(2017.50), GEOID18 and are further defined in the following eight subtasks:

2.1. Project Survey Control: Perform control surveys and set control points. Perform the necessary research of record maps, documents, and other record drawings of the right-of-way (ROW) and property boundaries to determine controlling survey monumentation. Search, locate, and measure survey monuments required to resolve property boundary and right-of-way locations. Locate any existing monuments within the project area that the project may impact. All control points, benchmarks, and found survey monuments will be included in the control adjustment establishing CCS83(2017.50) coordinates on the project. Control surveys will be planned and executed with a goal of 2 cm or better relative network accuracy.

2.2. Encroachment Permit/Permission to Enter Coordination: It is assumed that the County will coordinate and lead this task.

2.3. Topographic Surveys: Perform topographic surveys capturing all detailed topography features, including but not limited to necessary utility potholes, existing roadway and bridge features and terrain, existing utility locations (inverts for pipe), sign location and nomenclature, trees/orchards including tree sizes, types (if known) and irrigation patterns, fencing, agricultural features (irrigation lines, supply lines, turnout structures, etc.), driveway locations/features, drainage features, ditches, culverts or other structures, striping, and USA markings. Locate all visible above-ground utility features, including but not limited to manholes, vaults, valves, utility poles, overhead line heights, and alignments. If applicable, a detailed survey of the existing bridge shall include the bridge deck, rails, barriers, abutments, wingwalls, piers, piles, openings, and cross-section profiles at each edge of the bridge. This task will also include the following:

- **Hydrographic Survey:** Perform a survey of the creek cross-section at intervals and distances as recommended by the team hydraulics engineer. Include all observable scours, holes, or

minor channels that are visible within the river. At a minimum, it is assumed that cross-sections will be needed 500 feet upstream to 500 feet downstream from the former bridge, with cross-sections at 100-ft intervals, including a cross-section at both sides of the existing (temporary) bridge.

- **Traffic Control:** Set up and maintain approved traffic safety devices during the field survey (as needed).
- **Utility Mapping:** If applicable, contact utility companies, provide a base map for review and comment, and obtain written confirmation from utility companies of the location of existing facilities. All relative utilities discovered in the field or using as-built drawings and/or exhibits provided by the utility companies shall be added to the topographic base map. This scope includes one additional field mobilization to observe horizontal and vertical values of potholed utilities.
- **Supplemental Survey:** Complete additional topographic surveys as needed to supplement the design, including, but not limited to, environmentally sensitive areas (wetlands, etc.), boring locations, additional tree information, or soundings.
- **Trees:** Prepare a separate tree survey document extending out to the limits of the topographic survey. All trees having a DBH of 6" or greater will be surveyed and photographed.

2.4. Property Surveys and Resolution: Establish property boundaries and right-of-way lines of all affected parcels to set and stake necessary monuments to indicate boundary locations and acquisition corners. Search for and measure to survey monuments and markers related to properties and right-of-way. These measurements will be verified and compared to the record mapping and deed documents to reconcile the project property and right-of-way lines. It is assumed that the County will provide Title Reports for all properties.

2.5. Base Map Preparation: QK will prepare a base map in imperial units showing property boundaries, easements, rights-of-way, existing utilities, and topographic information. The base sheet will be prepared per County CAD standards.

2.6. Acquisition Staking: QK will set survey “show me stakes” to mark existing boundary locations and acquisition corners (proposed right-of-way take and temporary construction easements) at all affected properties. Stakes will be clearly flagged and marked at intervisible locations for visual aid for property owners and the appraisal team. Corresponding staking plots (including photos) will be provided for all as-staked locations. It is assumed that property owners will provide access for staking activities.

2.7. ROW Acquisition Support: It is assumed that the project could potentially impact a maximum of two (2) privately owned parcels. This task includes assisting the County with the preparation of right-of-way Appraisal Maps, including the preparation of right-of-way descriptions and exhibits (plat maps and legal descriptions) for utilities, drainage, slope, temporary construction easements, and any other acquisition required for the project. A total of six (6) plat maps and six (6) legal descriptions are scoped for this task. This task includes the preparation of basic graphical drawings, one drawing for each parcel impacted by the project, to present to property owners illustrating (including descriptions as necessary) project impacts, including but not limited to impacts to trees, landscaping features, fencing, driveways, structures, farmland (including all irrigation features), and mailboxes.

2.8. Record of Survey: Various state laws require a professional surveyor to file a record with the County. These legal requirements are detailed in section 8762(b) of the California Business and Professions Code (PLS Act). These requirements include material discrepancy in dimensions, boundary locations, and evidence, among other things. Therefore, most of these laws are only assessable after performing a field survey and determining the boundary of any given property. Based on preliminary research of the property, the likelihood of a survey of this property requiring a Record of Survey is high, as deeds create several properties and no official map is recorded on some parcels. QK also proposes to use this task to comply with the pre-construction monument preservation efforts required by section 8771 of the PLA Act for any monuments found within the construction footprint.

If a Record of Survey is required after the field survey, the client will be notified, and this phase will be executed. Pursuant to state law, the Record of Survey must be processed through and approved by the County Surveyor. It must be submitted within 90 days of the completion of the field survey or setting of monuments.

Variables (Electronic):

- Project control adjustment report.
- Base map showing topographic and boundary information in PDF format.
- Base map showing topographic and boundary information in AutoCAD format.
- Tree Survey shown to the extension of the project limits in PDF format.
- “Show-me” stakes set in the field, staking plots, and as-staked reports.
- Two (2) Exhibits showing the depictions of potential ROW and easement dedications.
- Six (6) legal descriptions for right-of-way, utilities, drainage, slope, and temporary construction easements.
- Six (6) exhibits to accompany legal descriptions.
- One (1) Record of Survey filed with the County Recorder.

Task 3 – Preliminary Engineering (35% PS&E)

Conduct sufficient engineering analysis and design to study roadway and bridge alternatives and develop a preferred project design concept for budgeting and funding purposes, environmental approval, permitting, and final design. This work includes the following:

- 3.1. **Prepare Preliminary Design:** This task includes work required to develop roadway alignment and bridge-type alternatives, as well as the development of a preferred project design concept for budgeting and funding purposes, environmental approval, permitting, and final design. This work includes the following:
 - **Prepare Planning Study Drawing:** Prepare drawings that include the bridge preliminary plan, elevation, and typical section and roadway plan/profile for up to two (2) bridge alternatives. Plans will be prepared in conformance with defined standards from the County, AASHTO A Policy on Geometric Design of Highways and Streets, and AASHTO Guidelines for Geometric Design of Low-Volume Roads standards. Proposed roadway structural sections shall be based on pavement design methods from the Caltrans, Highway Design Manual, and project Geotechnical Engineer input. Proposed geometry and sections shall be based on 20-year future ADT and native material R-values based on geotechnical findings.
 - **Prepare Planning Estimates:** Prepare the engineer's estimate of probable cost. Costs will be based on preliminary quantities developed in general conformance with Caltrans Bridge Design Aids (for bridge items) and shall include a contingency amount of 25%.

- 3.2. **Prepare Draft and Final Project Memorandum:** Prepare a Bridge Type Selection Memorandum for review by the County that includes:

- A summary of the components of each alternative, including preliminary plans, ROW requirements, including temporary easements for construction, construction staging and access, utility relocation and accommodation, hydraulic parameters, roadway design parameters, including access road, environmental impacts, including potential temporary and permanent mitigation requirements/costs, and anticipated design exceptions (if applicable).
- Discussion of the pros and cons of each alternative, including recommended alternatives based on consideration of primary factors.
- Preliminary quantities and estimated construction cost for each alternative.
- List of issues that will be resolved during the final design.
- List of design decisions needed by the County.

Deliverables (Electronic):

- Project Memorandum
- 35% Bridge and Roadway Plans
- 35% Cost Estimates

Task 4 – Field Exploration and Geotechnical Engineering

The geotechnical scope of work will include field exploration, laboratory testing, engineering analyses, and design coordination with the design team.

4.1. Research and Data Collection: EMI will review available geologic and soil literature near the site, including any as-built drawings or existing Log of Test Borings (LOTB) sheets. EMI will also evaluate the site for drill rig accessibility as needed.

EMI will comply with local permit requirements. Before performing any exploratory excavations on the site, EMI will locate and call for USA clearance a minimum of two business days in advance.

4.2. Field Exploration: The borings will evaluate subsurface conditions for the proposed foundations of the structure. The boring locations will depend upon available access and any boring data from previous studies and the proposed foundation location.

Four 80-foot-deep borings (one at each support) will be performed. The proposed approximate boring depths will be raised if refusal is encountered. The boreholes will be excavated using a truck-mounted or track-mounted drilling rig. Asphalt concrete cold-patch will be used to replace asphalt removed by excavations, and quick-set cement will be used to replace concrete removed by excavations.

EMI will prepare a boring location plan, which will be used to secure the well permits and County encroachment permits. The county is assumed to secure any other permits if required.

EMI field personnel will classify and continuously log subsurface soil conditions encountered in the test boring during drilling per Caltrans guidelines. EMI will collect soil samples for laboratory testing, including bulk samples of near-surface soils and small disturbed and relatively undisturbed ring samples of deeper soils. The small disturbed and relatively undisturbed soil samples will be collected using split-spoon samplers at a vertical interval of about 5 feet, alternating between the Standard Penetration Test (SPT) sampler and the Modified California Drive (MCD) sampler. Samples of subsurface soils will be logged during the field

investigation, secured in their containers, collected in plastic bags, and transported to the EMI laboratory. The borings will be drilled and capped per the permit requirements.

Laboratory Testing: Field logs of the boreholes will be reviewed to select representative soil samples for laboratory testing. Various laboratory tests will be performed on soil samples to determine or derive their physical and engineering characteristics. Anticipated laboratory tests include in-situ density and moisture content, grain size, Atterberg limits, direct shear, UU triaxial, consolidation, R-value, and soil corrosion tests. Laboratory tests will be conducted in general accordance with American Society for Testing and Materials (ASTM) standards or California Test methods.

Soil Analysis/Evaluation: Results obtained from the field investigation and laboratory testing will be used to characterize subsurface soils and conditions and create idealized soil profiles for design purposes. The following analyses will be performed for the project:

- Evaluation of seismicity and estimation of Peak Ground Acceleration based on the Caltrans design criteria and recommendation of an ARS curve for bridge structural design.
- Assessment of soil liquefaction potential, seismic settlement, and lateral spreading.
- Foundation analysis for the bridge.
- Assessment of global slope stability.
- Evaluation of soil corrosivity conditions and recommendations for mitigation measures.
- Design of pavement structural section per the Caltrans method.

- 4.5. **Prepare Draft Foundation Memo:** EMI will prepare a Foundation Report to provide the geotechnical design and recommendations for the project. The Foundation Report will include the Log of Test Boring (LOTB) sheets, and recommendations for bridge, end-slopes, and pavement structural sections. EMI will address any comments resulting from the County review and prepare a Final Foundation Report.

Deliverables (Electronic):

- Draft Foundation Report
- Final Foundation Report

Task 5 – River Hydrology and Hydraulics

- 5.1. **Obtain and Review Project Documentation:** Review all available background information for the project, including inspection reports and as-built plans. Conduct a field review of the bridge reach with the project team.
- 5.2. **Estimate Hydrology:** Determine the peak discharge and create hydrographs for the 50- and 100-year discharges using HEC-HMS or a 2D HEC-RAS precipitation model of the project. This model will be used to determine the discharges in Cottonwood Creek. AACE has already utilized the CVFPB discharges.
- 5.3. **Hydraulic Analysis:** AACE has already created an HEC-RAS 6.4 model for the existing conditions. It is assumed that a revised model to account for additional channel cross-sections will not be needed. AACE will investigate whether irrigation districts or water boards have jurisdiction or special requirements along the project waterway. Based on project plans and grading provided by others, AACE will update the existing conditions of the 2D model for up to three proposed alternatives. AACE will update the proposed conditions model once more for the final alternative.
- 5.4. **Scour and Bank Protection:** AACE will review Maintenance Reports for the exiting upstream and downstream bridges to assist in degradation analysis. Complete local scour calculations, including pier, contraction, abutment, and pressure flow scour, which will be estimated for the preferred bridge alternative using the methods described in the Federal Highway Administration (FHWA) Publication HEC-18, Evaluating Scour at Bridges. AACE will also complete calculations to determine the need for bank protection. If bank protection is required, parameters will be provided according to FHWA publication HEC-23, Bridge Scour, and Stream Instability Countermeasures for rock riprap for the one chosen proposed bridge alternative.
- 5.5. **Prepare Draft Hydraulic Report:** AACE will complete a draft Hydraulic Report documenting the hydrology and hydraulic results for the existing conditions and up to three proposed bridge alternatives. The report will be submitted for review by the County and affected regulatory agencies.

5.6. **Prepare Final Hydraulic Report:** AACE will incorporate comments and update the Draft Preliminary Report to a Final Preliminary Hydraulic Report. The Final Hydraulic Report will document the hydrology, hydraulics, scour, and bank protection results for the existing conditions and preferred alternatives.

5.7. **Complete Location Hydraulic Study and Summary Floodplain Encroachment Report (LHS/SFER) (Optional):** AACE will complete the hydrology and hydraulic analysis required to determine the Overtopping flood and Flood of Record at the bridge. Using the HEC-RAS output data, AACE will also complete a Location Hydraulic Study (Floodplain Evaluation Report) per 23 CFR 650.113. This report is generally included in the Environmental Document for the bridge.

5.8. **Central Valley Flood Protection Board (CVFPB) Coordination:** AACE will coordinate the hydraulic constraints with CVFPB, update the HEC-RAS model to include two falsework configurations analysis, and complete a Draft Technical Report documenting the falsework Analysis. AACE will also prepare a variance to the CVFPB freeboard criteria and meet with the CVFPB to coordinate freeboard criteria and temporary falsework analysis.

5.9. **Low Flow Analysis (Optional):** AACE will perform a duration-frequency analysis for Cottonwood Creek using the U.S. Army Corps of Engineers' HEC-SSP (Statistical Software Package), Version 2.2 or later and streamflow gage data from streamflow gages near the project site.

The duration frequency analysis will be used to calculate monthly flow exceedance levels by month for the construction period. The monthly flow exceedance levels for the 0.1%, 1%, 2%, 5%, 10%, 15%, 25%, 50%, 80%, 90%, 95%, and 99% flow levels will be provided, as well as the absolute minimum and maximum flows for each of the months.

AACE will model up to two alternative falsework configurations and diversion strategies provided by others for up to three chosen discharges. Complete a Draft Technical Report describing the additional analysis and including the flow duration curves for each month.

Online Deliverables (Electronic):

- Scour estimates and sketches showing the plan, profile, and layer thickness of RSP will be provided for incorporation into the project plans.
- Draft Preliminary Hydraulic Report
- Final Hydraulic Report
- Falsework Technical Report

Optional Deliverables (Electronic):

- Location Hydraulic Study and Floodplain Encroachment Forms (As an Appendix in the Final Hydraulic Report)
- Draft and Final Low Flow Technical Report

Task 6 – Environmental Studies and Consultation with Regulatory Agencies

It is understood that all CEQA-related tasks shall be optional. The M&N Team can support the County with environmental tasks, including preparing the CEQA environmental document as a deliverable to the County.

6.1. Environmental Studies and Consultation with Regulatory Agencies

- **Air Quality Memorandum (Optional):** An air quality memorandum will describe the regulatory setting and existing air quality conditions, an emissions inventory related to equipment operation, and fugitive dust emissions related to site preparation.

Deliverables (Electronic):

- Draft and Final Air Quality Memorandum

- **Construction Noise Memorandum (Optional):** A qualitative analysis of the potential for noise impacts as a result of the project will be identified and analyzed. The study results will include measures to minimize noise impacts as a result of the project, especially as it relates to construction-related noise. A technical memorandum will be prepared to summarize the noise analyses.

Deliverables (Electronic):

- Draft and Final Construction Noise Memorandum
- **Biological Resources Evaluation Report: Area West**
Environmental (AWE) will gather existing pertinent information regarding the project site from the County, California Department of Fish and Wildlife (CDFW), watershed groups, and other agencies and organizations. Pre-field research will include a review of the California Natural Diversity Database (CNDDB), species lists from the U.S. Fish and Wildlife Service (USFWS) and California Native Plant Society (CNPS), and biological studies and documents prepared in the project's vicinity.

AWE will determine a biological study area (BSA) which is anticipated to encompass the boundaries of the bridge work plus an approximately 100-foot buffer for special-status plants and wildlife species that may be directly or indirectly affected by the project during and after construction. The size of the BSA will depend on the potential special-status species present.

Field surveys of the BSA will characterize and map vegetation communities, identify and map potential waters of the U.S., including wetlands, evaluate the site's potential to support suitable habitat for special-status plant and wildlife species, and identify and inventory trees within the project footprint (i.e., within the area of direct impact) to be removed during construction. Waters of the U.S. and State will be mapped according to the USFWS Cowardin classification system, as per U.S. Army Corps of Engineers (Corps) standards. AWE will provide lists of all plant and animal species observed during the field study.

This scope of work includes habitat assessments and one-time surveys for wildlife species. The scope does not include protocol-level presence/absence surveys for wildlife species as those surveys often require multiple surveys over longer periods and, sometimes, multiple-year surveys. For purposes of impact assessment, permits, and Endangered Species Act consultation with resource agencies, we have assumed that a habitat assessment will be adequate. If the habitat assessment determines that a special-status species habitat is present, we assume that the County will implement species avoidance and minimization measures and assume presence rather than conduct protocol-level surveys. Based on a preliminary review of CNDDB lists, the special-status wildlife species that may be present in the Project vicinity include, but are not limited to, San Joaquin adobe sunburst, California tiger salamander, fisher, San Joaquin kit fox, northwestern pond turtle, foothill yellow-legged frog, western spadefoot, willow flycatcher, vernal pool fairy shrimp, and vernal pool tadpole shrimp.

Ideally, two rounds of plant surveys would be conducted, one in April and one in July, to cover the blooming periods for the special-status plant species with the potential to occur in the project area. An AWE botanist will perform the botanical surveys per CNPS, CDFW, and USFWS protocols. AWE will document all plant species observed within the BSA and will report any special-status species to CNPS and CDFW. California or other citizen science sources will be used to document local bloom periods. If the Biological Resources Evaluation Report must be prepared before these seasonal surveys are complete, AWE will complete an assessment of habitat suitability for potential plant species and, after conducting the follow-up bloom period surveys, would prepare a brief memo describing our findings as an addendum to the report. Additionally, the botanist will identify any noxious weed infestations in the BSA. AWE will prepare a Biological Resources Evaluation Report that summarizes the results of the field survey(s), analyzes the potential for listed and special-status wildlife and plant species to occur on the site, and describes sensitive communities identified during field review. The report will include a discussion of all potentially significant direct and indirect impacts on biological resources arising from the proposed project. Impacts on sensitive habitats and vegetative communities will be quantified. The report will reach a conclusion about the effects on federally listed species using USFWS consultation language (i.e., no effect, not likely to adversely affect, etc.) and will reach a clear conclusion about the presence of habitat for any federally listed species.

Deliverables (Electronic):

- Draft Biological Resources Evaluation Report for County review
- Draft Biological Resources Evaluation Report for CalOES review
- Final Biological Resources Evaluation Report

• **Cultural Resource Technical Report:**

Complete a records search at the Southern San Joaquin Valley Information Center (SSJVIC), located at California State University, Bakersfield. The SSJVIC is the State-designated repository for records concerning known archaeological and historic resources and prior cultural resource studies in Tulare County. The records search will include up to a ½-mile radius around each location. DUKE CRM will provide data from the SSJVIC related to historic built environment resources to the County. In addition, DUKE CRM will contact the Native American Heritage Commission (NAHC). The NAHC will perform a Sacred Lands file search and provide a list of local Native American groups. Finally, limited on-line research will be conducted.

Records search data will inform the necessity to conduct pedestrian survey of the Project area. If an adequate survey has been conducted in the last 10 years and no cultural resources have been previously identified within or near the Project, then a survey will not be necessary. The purpose of the survey is to identify cultural resources within the Project boundaries, characterize the setting of the Project, and field check any previously recorded cultural resources discovered by the records search. Photographs will be taken. For the purposes of this proposal, DUKE CRM does not anticipate the identification of cultural resources within the Project boundaries; if resources are discovered additional tasks and costs, not included herein, will be necessary. It is assumed the County will provide legal and physical access to each project property.

Upon completion of these tasks, DUKE CRM will prepare a cultural resources technical report. The report will include a project description, APE map, setting, methods, results, and recommendations. DUKE CRM will prepare one draft of the report for review by the County, one draft for FEMA, and one final for FEMA. The report will be provided in PDF and/or MS Word electronic format. No hard copies or reproductions are included. If additional reviews are necessary or a more detailed technical report needs to be prepared as determined by any agency, a contract amendment may be necessary.

Deliverables (Electronic):

- Draft and Final Area of Potential Effects (APE)
- Draft and Final Cultural Resource Technical Report

- **Paleontological Memorandum (Optional):** DUKE CRM will conduct limited paleontological research and prepare a paleontological memorandum. Paleontological research will be conducted through the University of California Museum of Paleontology, located in Berkeley. Limited online research will also be conducted. DUKE CRM will prepare a paleontological memo summarizing the paleontological and geological research results and the field survey. It will provide recommendations for further work in the later stages of the project, if necessary. The reports will be provided in PDF and/or MS Word electronic format. No hard copies or reproductions are included.

Deliverables (Electronic):

- Draft and Final Paleontological Memorandum

- **Publicly Owned Public Parks and Wildlife Refuges Study (Optional):** An analysis of the publicly owned parks and wildlife refuges within 0.5-mile of the project area will include any direct or indirect impacts to these recreational facilities will be identified, analyzed, and documented within a technical study.

Deliverables (Electronic):

- Draft and Final Publicly owned Public Parks and Wildlife Refuges Study

- **Water Quality Assessment Report:** The report will discuss watershed characteristics, groundwater hydrology, regulatory requirements, pollutants of concern, and receiving waters conditions, objectives, and beneficial uses. The report will also discuss design pollution prevention best management practices (BMPs), construction site BMPs, and treatment BMPs. The project's potential impact on water quality will be evaluated, and mitigation measures necessary to prevent adverse water quality impacts will be identified.

Deliverables (Electronic):

- Draft and Final Water Quality Assessment Report

- **Aquatic Resource Delineation:** An aquatic resources delineation (ARD) report will be prepared according to current Corps guidelines to identify potential wetlands and Waters of the U.S. within the project footprint. AWE will map the Cottonwood Creek ordinary high-water mark (OHWM) using a combination of field indicators and flow data for Cottonwood Creek (if available). It will survey for other waters and wetland resources within the BSA established for the Biological Resources Evaluation Report. The limits of any Waters of the U.S., including wetlands, will be displayed on a map for inclusion in the Biological Resources Evaluation Report. AWE will compile and present the collected data in an ARD report per the 1987 Corps Wetland Delineation Manual, Regulatory Guidance Letter 05-05, the Arid West Regional Supplement, and Sacramento District minimum standards, which will be submitted to the County for review and then the Corps for verification. The verified delineation will be used for regulatory agency permitting. AWE staff will attend up to one meeting with the Corps to verify the delineation results. Concurrently, AWE will map the extent of CDFW jurisdiction (i.e., bed, bank, and channel) and Regional Water Quality Control Board (RWQCB) jurisdiction (i.e., Section 401 of the CWA, Porter-Cologne Act, and Waters of the State). This jurisdictional mapping will be incorporated into the Biological Resources Evaluation Report.

Deliverables (Electronic):

- Draft ARD Report for County Review
- Final ARD Report for Corps Submittal

6.2. Phase 1 Initial Site Assessment (ISA) (Optional)

Prepare an Initial Site Assessment (ISA) to identify hazardous materials issues that could be present within the project study area, including, but not limited to, lead paint in thermoplastic striping, asbestos-containing materials in part(s) of the bridge/culvert, and treated wood. Hazardous materials investigations may include but are not limited to:

- Any existing lead paint and/or aerially deposited lead (ADL), including an analysis of the potential impacts on the construction of any planned improvements.
- Whether any asbestos-containing building materials are present in or on the bridge structure and/or surrounding soils/materials.

Prepare a report documenting the assessment. The report will include, but is not limited to, the following:

- Site Descriptions
- Records Review
- Site Reconnaissance Information
- Interview Information
- Photocopied pictures of significant items of environmental concern on the site (if any)
- Pertinent supporting documentation, such as boring logs and laboratory results available from reports reviewed (if any)
- Findings and Conclusions, including opinions on potential impacts of any recognized environmental conditions concerning the project sites and, if considered warranted, recommendations for further study.

The ISA report submittals will include a draft version for review, a revised draft version incorporating review comments, and a final report incorporating any final comments. The asbestos report will be appended to the ISA report.

Deliverables (Electronic):

- Draft and Final Phase I Initial Site Assessment (ISA)

6.3.

Environmental Document (NEPA and CEQA)

- **NEPA Categorical Exclusion and Technical Studies:** It is anticipated that a National Environmental Policy Act (NEPA) Categorical Exclusion will be required, as the federal nexus is the funding associated with the Federal Emergency Management Agency (FEMA), and FEMA will be the NEPA lead agency for the project.

Variables (Electronic):

- Draft and Final NEPA Categorical Exclusion
- **AB 52 Tribal Consultation (Optional):** DUKE CRM will coordinate this as part of the CEQA/NEPA/NHPA process. To do this, DUKE CRM will coordinate with the County to discuss the specific methods of coordinating consultation under CEQA/NEPA/NHPA. We anticipate that the County will instruct us to use the Native American contacts on the NAHC list to conduct consultation. Still, we can use their own listed if available. Based on our recent experience, DUKE CRM will prepare NHPA letters to be reviewed and approved by the County and AB-52 letters to be approved by the County. DUKE CRM will then send the letters to Native American groups via U.S. Certified Mail on behalf of the County. Four weeks after the letters are sent, DUKE CRM will make follow-up emails/phone calls to Native American groups to determine which groups would like to consult with the County. From this point, consultation will take place between the County and each Native American group that requests consultation. DUKE CRM is available to assist the County in the process. We anticipate that up to two meetings will be conducted by telephone or video call. The results of our efforts will be documented in a consultation matrix and attached to the ASR/HPSR.
- **Variables (Electronic):**
 - Public Summary of Tribal Consultation
 - Confidential Summary of Tribal Consultation (only to be shared with County and Tribes)

- **Prepare Environmental Review Memorandum (Optional):** M&N will prepare a brief (up to 15 pages) Environmental Review Memorandum that can be maintained in the Project's administrative record and kept on file with the County. The document will discuss how the project qualifies for a CEQA Statutory Exemption (SE) (per Section 15269(a) of the CEQA Guidelines).
- **Notice of Exemption Form (Optional):** M&N will prepare the CEQA Notice of Exemption (NOE) form and file it with the County of Tulare County Clerk.

Deliverables (Electronic):

- Draft and Final Environmental Review Memorandum (Optional)
- Draft and Final CEQA Notice of Exemption Form (Optional)

- 6.4. Asbestos/ADL/Lead Paint Survey (Optional):** Collect samples from the project site (all material variations and types) and surrounding areas, including roadway approaches and shoulders, for asbestos and lead testing to determine the level of monitoring required during bridge construction. Samplers shall be trained and certified for asbestos/lead testing and handling. Include all findings and recommendations in a Site Testing and Investigation Memo.

Deliverables (Electronic):

- Draft and Final Site Testing and Investigation Memo

- 6.5. Regulatory Permitting:** Permit Applications and Agency Coordination – Prepare applications and provide agency coordination for USACE 404 Permit, RWQCB 401 Certification, CDFW 1602 Agreement, Central Valley Flood Protection Board Permit, and the San Joaquin Valley Unified Air Pollution Control District permit(s). Consult with the County and CDFW to establish necessary onsite or offsite mitigation.

Deliverables (Electronic):

- Draft and Final USACE 404, RWQCB 401, CDFW 1602, CVFPB, and SJVAPCD Permit Applications

- 6.6. Revegetation Plans and Specifications (Optional):** Based on previous experience working with the CDFW Central Region on similar projects, AWE anticipates that CDFW will require a Revegetation and Restoration Plan as part of the Lake and Streambed Alteration Agreement (LSAA). Therefore, AWE will develop a conceptual Habitat Revegetation/Restoration Plan (HRRP) for wetland, riparian and upland impacts to submit to the CDFW. AWE will work with the designers and County to identify onsite locations for replacement plantings. The HRRP will describe methods to ensure that all disturbed soils are revegetated, describe shrub and tree replacement quantities and planting methods, and describe seeding and mulching blends. The plan will provide restoration goals and objectives and identify monitoring methods and adaptive management strategies to ensure successful restoration.

If onsite replanting is not sufficient to meet CDFW and RWQCB requirements for replanting, the M&N Team will work with the County to identify off-site mitigation locations or other options for meeting mitigation requirements. Those services would be completed under additional scope and cost.

Deliverable (Electronic):

- Draft HRRP for County Review
- Final HRRP for CDFW and RWQCB submittal

Task 7 – Final Design (Plans, Specifications, Estimates)

7.1.

Final Design (65% PS&E): Upon approval of 35% PS&E by the County and upon receiving environmental clearance (both NEPA and CEQA), prepare and submit the draft plans, specifications and estimate to the County for 65%.

• **Bridge Design:** Prepare structural calculations and unchecked structural drawings for preferred structure type. The submittal will represent a complete, unchecked set of bridge construction documents to be submitted to the County.

- General Plan
- Index to Plans
- Foundation Plan
- Abutment Layout and Reinforcement
- Pier Layout and Details
- Deck Typical Section and Reinforcement
- Caltrans Standard Plan Railing
- LOTB Sheets

The bridge design will be performed in general accordance with the following:

Tulare County CAD Drafting Standards. The County CAD manager will review CAD drawings at each milestone submittal for conformance with County CAD Standards. A copy of the County's CAD Standards Manual will be made available at the inception of the project. The County will also provide CAD templates, CAD blocks, borders, and plot styles

- Caltrans *2023 Standard Plans & 2023 Specifications*
- Caltrans *Bridge Design and Detailing Manuals*
- AASHTO *LRFD Bridge Design Specifications*, 8th Edition, with latest Interims and Caltrans Addenda
- Caltrans *Seismic Design Criteria*

• **Approach Roadway Design:** The 65% plans will be prepared using the 35% plans approved by the County. It is assumed that eight sheets will be prepared for the roadway set. The roadway plans will include grading, drainage, signage, and temporary traffic control. The submittal will confirm permanent ROW and TCE needs for the project. Final ditches, cut and fill slope designs

will be completed to finalize the ROW acquisition limits. It is assumed that staged construction and utility relocations will not be required. Plans will be prepared in general conformance with County Standards, AASHTO *A Policy on Geometric Design of Highways and Streets* and AASHTO *Guidelines for Geometric Design of Low-Volume Roads* and the Caltrans *2023 Standard Specifications and 2023 Standard Plans*.

- **Engineer's Estimate of Probable Construction Cost:** The engineer's estimate of probable construction cost ("Marginal Estimate") for the project will be prepared using the most recent and relevant Caltrans Cost Data, Consultant's cost data, as well as the County's cost data for the 65% PS&E design submittal. Engineer's estimate will include detailed quantities in accordance with Caltrans 2023 Standard Specifications and payment items.
- **Contract Specifications/Special Provisions:** Prepare bridge and roadway special provisions based on the Caltrans 2023 Standard Special Provisions, Caltrans 2023 Standard Specifications, and County construction contract standards.

Variables (Electronic Only):

- Half Size (11x17) 65% Plans
- Annotated Technical Special Provisions
- Construction Cost Estimate
- Draft (unchecked) Design Calculations

7.2. Final Design (90% PS&E):

Upon review of 65% PS&E by the County, prepare and submit the 90% draft plans, specifications, and estimate to the County.

- **Bridge Independent Check:** Conduct independent structural analysis of the bridge (performed by engineer not involved in original design), review unchecked plans and special provisions. Prepare independent quantity takeoff. Compile list of comments and "red-marked" plans and resolve differences between designer and checker. Provide written responses to Independent Check comments and County comments. The final design will reflect agreement between the two engineers.

- **Response to Comments:** Provide written responses to County and independent Check comments on 65% PS&E. Provide written documentation of comments and resolutions between designer and checker. If necessary, hold a resolution meeting to facilitate comment/response closeout.
- **Update PS&E:** Update Bridge and Roadway PS&E package to 90% level of completion. 90% plans will include specific and unique construction details for driveways, minor roadway items, drainage culverts/ditches, fencing, guardrails, quantity sheets, and existing conforms.

Deliverables (Electronic Only):

- Half-Size (11x17) 90% Plans
- Annotated Special Provisions using the County's latest Special Provisions Template
- Cost Estimate
- One set of checked Design Calculations
- Final Foundation Report with Log of Test Borings
- Final Hydraulic Design Report

- 7.3. Final Design (100% PS&E):** Following reviews by the County, agreed-upon revisions will be made to the 90% PS&E. New information added to the submittal may include ROW resolutions, utility resolutions, and permitting requirements and mitigations. The specifications, plans, and other bid documents will be submitted to the County for final approval.

Deliverables (Electronic Only):

- Updated comment/response matrix
- One Half-Size (11x17) Set of Plans
- Completed set of Special Provisions
- Cost Estimate
- All updated Design Calculations

- 7.4. Deliver Final PS&E:** After receipt of final approval, an original set of stamped and signed plans and an engineer's estimate will be submitted to the County for its use in soliciting construction bids. Provide quantity calculations to the County for use in administering the contract.

Deliverables (Electronic Only):

- Final Plan in AutoCAD 2023 format
- Bidding Documents in MS Word format
- Engineer's Estimate in MS Excel format
- One set of Full-Size (22x34) Plans
- Independently Checked Design Calculations
- Independently Checked Quantity Calculations
- Electronic Submittal of all deliverables in PDF Format

Task 8 – Assistance during Bidding (Optional)

Provide technical support to the County during bidding phase to answer questions, clarify construction documents, and prepare addenda to the PS&E package. Attend preconstruction meetings or bid opening upon request and analyze bids if needed.

Task 9 – Environmental Monitoring and Design Support during Construction (Optional)

M&N will support County staff with design services during construction. This will include responding to submittal reviews, responding to contractor requests for information, and limited onsite visits during construction. The estimated level of effort is based on a single construction season. It has been assumed that 16 weeks of environmental monitoring will be required. The actual support time required can vary greatly based on the quality of the contractor's submittals, number of re-submittals required, along with the experience and scope of work of the construction managers and inspectors. A reduced level of effort may be appropriate if the project proceeds smoothly. Conversely, difficult and/or differing field conditions, contract change orders, or an extended construction period could require additional effort. The County will be informed of these conditions as the project progresses.

- 9.1. Environmental Monitoring:** AWE will provide Worker Environmental Awareness Training to construction personnel, maintain an environmental compliance manual, complete preconstruction surveys, conduct construction monitoring per permit requirements, and submit post-construction reporting. Construction monitoring is anticipated to be daily during all ground disturbance, vegetation removal, and dewatering activities, then weekly during all other construction activities. Construction monitoring assumes up to 6 weeks of daily monitoring and up to 10 weeks of weekly monitoring checks. If regulatory agencies require additional monitoring, those services can be provided at a unit (per day) cost.

Deliverables:

- WEAT training materials
- Compliance binder for onsite use
- Preconstruction Survey Report as email
- Daily monitoring reports
- Post-construction monitoring report

9.2. Design Services During Construction

- **Project Management, Construction Meetings and Site Visits:** Provide overall consultant team direction and agency coordination throughout the construction phase of the project. Attend one (1) site meeting and/or field visit during construction. For each, it is assumed that two hours of preparation and two hours of post-meeting engineering will be required. If geotechnical input is required, it is assumed that Earth Mechanics, Inc. will attend meetings virtually.
- **Respond to Contractor Requests for Information:** Provide technical support during construction by responding to contractor RFI's. Up to fourteen (14) RFI's are assumed, including four (4) geotechnical RFI's. Written responses will be provided to all RFI's, and supplemental or revised drawings may be issued to provide clarity. An average of four (4) hours of review time for each RFI is assumed.

- **Contractor Submittal Reviews:** Review contractor submittals during construction. A total of six (6) working drawing submittals are assumed. Six (6) hours of review time for each construction submittal review is assumed. It is assumed that submittals related to roadway construction will be reviewed by the County.
- **Prepare Contract Change Orders:** Prepare addenda during bidding phase or address CCOs that arise during construction. An addendum or CCO may consist of plan details, specifications, calculations, reports, and other documents necessary to construct and support the change. Documents will meet the same quality standards as documents prepared during the project development phase and will be stamped by a registered engineer when required. Due to the unknown nature of addenda and CCOs, it is difficult to estimate the exact level of effort required for this task. It has been assumed that a total of one (1) addenda and/or CCOs may be required with a total preparation time of twenty-six (26) hours each.
- **Prepare and Submit As-Builts:** It is assumed that an independent structures representative will compile all project revisions, including supplemental plan sheets and CCOs, and submit revisions to M&N for incorporation into a set of As-Builts. As-Built corrections will be made to the original plan drawings in accordance with the Caltrans Bridge Design Details manual. The final As-Builts will be prepared under the authority of the registered engineer whose stamp is on the original plans. For the preparation of As-Builts, two (2) hours per sheet and eighteen (18) sheets have been assumed. The As-Built Plans submittal shall consist of one (1) full-sized set of As-Built Plans and one (1) field office set of red-marked As-Built prints.

Scope Assumptions

This scope has been prepared based on the following assumptions:

- Project Management and Meetings based on an assumed 24-month project schedule.
- Federal funding is anticipated to come from FEMA, not Caltrans Local Assistance. If Local Assistance funds are received, the scope of work would need to be revised.
- No more than one reconnaissance survey and one additional botanical survey will be required for the Biological Resources Evaluation Report and ARD.
- The County will provide any environmental documentation (studies, permit applications, permits) that were prepared for the emergency temporary bridge placement.
- Changes to the Project description and plans after the start of environmental technical studies may result in additional costs.
- The Project will be evaluated under Section 7 of the Endangered Species Act and FEMA will serve as the federal lead agency for consultation with the USFWS.
- Permit and applicable mitigation fees will be paid directly by County.
- Negative findings for cultural/paleontological resources are anticipated. If resources are discovered, additional tasks and costs will apply.
- For Native American consultation support, limited follow-up/consultation is anticipated and included herein; however, if any issues or concerns are raised, additional budget may be necessary to account for more extensive coordination and consultation support.
- A Caltrans format Paleontological Identification Report or Paleontological Evaluation Report (PIR/PER) is not anticipated.
- The Caltrans Historic Bridge Inventory lists the Cottonwood bridge as "not eligible" for the National Register of Historic Places. Therefore, no scope work or budget for the documentation or evaluation of the bridge is provided.
- A Caltrans Historical Resources Evaluation Report (HRER) is not anticipated.
- The project will qualify for a NEPA Categorical Exemption and a CEQA Statutory Exemption (SE).
- All reports, forms, and documents will be provided electronically (Microsoft Word and/or Adobe PDF).
- The county will secure permission to enter (PTE) for field explorations

- prior to the initial site study at no cost.
- Community outreach and advertising for public meetings are not included.
- It is assumed that the approach roadway improvements at each end of the bridge will be less than 200-feet.
- Geotechnical investigation will be allowed between 7AM and 7PM on weekdays.
- No investigation of hazardous materials is included while retrieving geotechnical borings.
- It is assumed that environmental permits are not required for geotechnical field work or will be secured by the County.
- The boring depths for the proposed replacement assume that small diameter piles (24-inch or less) will be used.
- No permit fee was assumed for encroachment permits for geotechnical borings. \$1000 was allocated for a well permit fee.
- The scope does not include recommendations for retaining walls, sound walls, overhead signs, and soil infiltration rates.
- There will be no site-specific ground motion analyses.
- Pavement rehabilitation recommendations are not required.
- Historical bridge cross sections are available in the bridge inspection reports for the bridge (and adjacent bridges) and are sufficient for the degradation analysis. Degradation estimates will be straight-line extrapolation using best available data.
- No numeric sediment transport models will be completed.
- No insurable structures will be adversely impacted by the structure replacement.
- The structure replacement will not cause a significant encroachment into the floodplain or a change in water surface elevation. If a significant encroachment into the floodplain or change in water surface elevation is found, a separate task order will be necessary.
- There will be no Caltrans coordination.
- No Conditional Letter of Map Revision (CLOMR) or Letter of Map Revision (LOMR) or formal No-Rise Certification is included.
- Diversion strategies (if applicable) will rely on gravity flow and will not include pump systems.
- Title reports will be paid for by the County and obtained before contract execution.
- Pre-construction Monument preservation efforts can be accomplished

on the scoped record of survey.

- Post-construction monument preservation corner records are not included.
- All in-channel surveys will be completed when the river is dry or at a low enough flow rate to enter with hip waders.
- All property owners will provide access for staking activities.

Exhibit B
Contractor's Cost Proposal

Cost By Firm

Firm	Tasks 1 through 7 (PE)			Total
	Baseline Tasks	Optional Tasks		
M&N	\$ 398,084.72	\$ 36,173.51	\$	434,258.23
QK	\$ -	\$ 77,063.50	\$	77,063.50
Avila	\$ 51,619.38	\$ 11,689.89	\$	63,309.27
AWE	\$ 49,542.04	\$ 14,059.91	\$	63,601.95
EMI	\$ 90,711.09	\$ -	\$	90,711.09
Kroner	\$ -	\$ 35,761.76	\$	35,761.76
Duke	\$ 10,077.56	\$ 8,878.64	\$	18,956.20
Totals:	\$ 600,034.78	\$ 183,627.22	\$	783,662.00

Tasks 8 & 9 (DSDC)	
	Optional
\$	43,130.48
\$	-
\$	-
\$	84,682.57
\$	5,832.43
\$	-
\$	-
\$	133,645.49

Cost By Task

Task	Baseline	Optional	Total
Task 1: Project Management	\$ 36,651.33	\$ -	\$ 36,651.33
Task 2: Survey	\$ -	\$ 77,063.50	\$ 77,063.50
Task 3: Preliminary Eng	\$ 67,527.31	\$ -	\$ 67,527.31
Task 4: Geotechnical	\$ 90,711.09	\$ -	\$ 90,711.09
Task 5: H&H	\$ 51,619.38	\$ 11,689.89	\$ 63,309.27
Task 6: Environmental	\$ 126,761.54	\$ 94,873.82	\$ 221,635.36
Task 7: Final Design	\$ 226,764.14	\$ -	\$ 226,764.14
Task 8: Bid Support	\$ -	\$ 8,231.66	\$ 8,231.66
Task 9: Const Support	\$ -	\$ 125,413.83	\$ 125,413.83
Totals:	\$ 600,034.79	\$ 317,272.70	\$ 917,307.49

Breakdown of Costs
Date: 5/28/2024

Moffatt & Nichol	Annualization Factor	1.020
------------------	----------------------	-------

M&N

Avenue 404 over Cottonwood Creek Bridge Project
Tulare County Resource Management Agency
Breakdown of Costs
Date: 5/28/2024

% of Budget in Current Year (CY) (Jan 1, 2024 to Jun 30, 2024)	0%	Direct Overhead Rate	180.25%
% of Budget in CY1 (Jul 1, 2024 to Jun 30, 2025)	60%	Profit Rate	10.00%
% of Budget in CY2 (Jul 1, 2025 to Jun 30, 2026)	30%	Escalation Rate	4.00%
% of Budget in CY3 (Jul 1, 2026 to Jun 30, 2027)	10%		
% of Budget in CY4 (Jul 1, 2027 to Jun 30, 2028)	0%		

Moffatt & Nichol

Annualization Factor: 1.026

Names and Classifications			Direct Salary Rate for Current Year																		Total Cost			
Annualized Direct Salary Base			Fully Burdened Billing Rate																		Total Cost			
Task Name:			Task 6 - Environmental Studies and Consultation with Regulatory Agencies																		Total Cost			
Task No.	Task Name	Task Description	Principal Eng	Garrett/Duker	Supervisory Eng	Jared/Gale	Supervisory Eng	Stephanie/Clark	Supervisory Eng	Jeremy/Parlatoff	Johnny/Liu	Nick/Velasquez	Richie/Kowse	Kristina/McGinnis	Ankit/Bhargava	Senior Technician	TBD	Staff Eng	Human Resources	Project Controls	Total Hours	Labor Cost	Direct Expenses	Total Cost
1	6.1.1	Air Quality Memorandum																			1	\$ 288.39	\$	\$ 288.39
1	6.1.2	Construction Noise Memorandum																			1	\$ 288.39	\$	\$ 288.39
1	6.1.3	Biological Resources Evaluation Report																			2	\$ 576.77	\$	\$ 576.77
1	6.1.4	Cultural Resources Technical Report																			2	\$ 576.77	\$	\$ 576.77
1	6.1.5	Paleontological Memorandum																			4	\$ 1,153.55	\$	\$ 1,153.55
1	6.1.6	Publicly Owned Parks and Wildlife Refuges Study																			24	\$ 7,128.36	\$	\$ 7,128.36
1	6.1.7	Water Quality Assessment Report																			60	\$ 16,287.56	\$	\$ 16,287.56
1	6.1.8	Water Quality Assessment Report																			104	\$ 26,287.56	\$	\$ 26,287.56
1	6.2	Phase I Initial Site Assessment																			4	\$ 1,153.55	\$	\$ 1,153.55
1	6.3	Environmental Document and CEQA																			4	\$ 1,153.55	\$	\$ 1,153.55
1	6.3.1	NEPA Categorical Exclusion and Technical Studies																			0	\$ -	\$	\$ -
1	6.3.2	AB 52 Tribal Consultation																			56	\$ 9,843.33	\$	\$ 9,843.33
1	6.3.3	Prepare Environmental Review Memorandum																			2	\$ 576.77	\$	\$ 576.77
1	6.3.4	Notice of Exemption Form																			120	\$ 19,985.68	\$	\$ 19,985.68
1	6.4	Arboretum/AD/Lead Paint Survey																			8	\$ 1,840.06	\$	\$ 1,840.06
1	6.5	Regulatory Permitting and Consultation with Regulatory Agencies																			230	\$ 37,150.43	\$	\$ 37,150.43
1	6.6	Revegetation Plans and Specifications																			6	\$ 1,730.13	\$	\$ 1,730.13
7	7.1	Final Design (65% PS&E)																			392	\$ 67,141.94	\$ -	\$ 67,141.94
7.1.1	Bridge Design																				188	\$ 36,175.51	\$ -	\$ 36,175.51
7.1.2	Approach Roadway Design																				590	\$ 103,315.45	\$ -	\$ 103,315.45
7.1.3	Engineer's Estimate of Probable Construction Cost																				0	\$ -	\$ -	\$ -
7.1.4	Contract Specifications/Special Provisions																				360	\$ 79,637.16	\$	\$ 79,637.16
7.2	Final Design (95% PS&E)																				80	\$ 18,080.52	\$	\$ 18,080.52
7.2.1	Bridge Design																				20	\$ 4,516.13	\$	\$ 4,516.13
7.2.2	Approach Roadway Design																				56	\$ 12,564.56	\$	\$ 12,564.56
7.2.3	Engineer's Estimate of Probable Construction Cost																				0	\$ -	\$ -	\$ -
7.2.4	Contract Specifications/Special Provisions																				120	\$ 21,794.41	\$	\$ 21,794.41
7.3	Final Design (100% PS&E)																				36	\$ 8,178.52	\$	\$ 8,178.52
7.4	Deliver Final PS&E																				176	\$ 38,596.83	\$	\$ 38,596.83
8	8.1	Assistance during Bidding (Optional)																			88	\$ 19,427.10	\$	\$ 19,427.10
8.1.1	Assistance during Bidding (Optional)																				28	\$ 6,359.98	\$	\$ 6,359.98
9	9.1	Environmental Monitoring																			0	\$ -	\$ -	\$ -
9.1.1	Environmental Monitoring																				1,044	\$ 226,764.14	\$ -	\$ 226,764.14
9.2	Construction Support Services																				1,044	\$ 226,764.14	\$ -	\$ 226,764.14
9.2.1	Construction Support Services																				35	\$ 8,231.66	\$ -	\$ 8,231.66
9.2.2	Construction Support Services																				35	\$ 8,231.66	\$ -	\$ 8,231.66
9.2.3	Construction Support Services																				35	\$ 8,231.66	\$ -	\$ 8,231.66
9.2.4	Construction Support Services																				35	\$ 8,231.66	\$ -	\$ 8,231.66
9.2.5	Construction Support Services																				35	\$ 8,231.66	\$ -	\$ 8,231.66
9.2.6	Construction Support Services																				35	\$ 8,231.66	\$ -	\$ 8,231.66
9.2.7	Construction Support Services																				35	\$ 8,231.66	\$ -	\$ 8,231.66
9.2.8	Construction Support Services																				35	\$ 8,231.66	\$ -	\$ 8,231.66
9.2.9	Construction Support Services																				35	\$ 8,231.66	\$ -	\$ 8,231.66
9.2.10	Construction Support Services																				35	\$ 8,231.66	\$ -	\$ 8,231.66
9.2.11	Construction Support Services																				35	\$ 8,231.66	\$ -	\$ 8,231.66
9.2.12	Construction Support Services																				35	\$ 8,231.66	\$ -	\$ 8,231.66
9.2.13	Construction Support Services																				35	\$ 8,231.66	\$ -	\$ 8,231.66
9.2.14	Construction Support Services																				35	\$ 8,231.66	\$ -	\$ 8,231.66
9.2.15	Construction Support Services																				35	\$ 8,231.66	\$ -	\$ 8,231.66
9.2.16	Construction Support Services																				35	\$ 8,231.66	\$ -	\$ 8,231.66
9.2.17	Construction Support Services																				35	\$ 8,231.66	\$ -	\$ 8,231.66
9.2.18	Construction Support Services																				35	\$ 8,231.66	\$ -	\$ 8,231.66
9.2.19	Construction Support Services																				35	\$ 8,231.66	\$ -	\$ 8,231.66
9.2.20	Construction Support Services																				35	\$ 8,231.66	\$ -	\$ 8,231.66
9.2.21	Construction Support Services																				35	\$ 8,231.66	\$ -	\$ 8,231.66
9.2.22	Construction Support Services																				35	\$ 8,231.66	\$ -	\$ 8,231.66
9.2.23	Construction Support Services																				35	\$ 8,231.66	\$ -	\$ 8,231.66
9.2.24	Construction Support Services																				35	\$ 8,231.66	\$ -	\$ 8,231.66
9.2.25	Construction Support Services																				35	\$ 8,231.66	\$ -	\$ 8,231.66
9.2.26	Construction Support Services																				35	\$ 8,231.66	\$ -	\$ 8,231.66
9.2.27	Construction Support Services																				35	\$ 8,231.66	\$ -	\$ 8,231.66
9.2.28	Construction Support Services																				35	\$ 8,231.66	\$ -	\$ 8,231.66
9.2.29	Construction Support Services																				35	\$ 8,231.66	\$ -	\$ 8,231.66
9.2.30	Construction Support Services																				35	\$ 8,231.66	\$ -	\$ 8,231.66
9.2.31	Construction Support Services																				35	\$ 8,231.66	\$ -	\$ 8,231.66
9.2.32	Construction Support Services																				35	\$ 8,231.66	\$ -	\$ 8,231.66
9.2.33	Construction Support Services																				35	\$ 8,231.66	\$ -	\$ 8,231.66
9.2.34	Construction Support Services																				35	\$ 8,231.66	\$ -	\$ 8,231.66
9.2.35	Construction Support Services																				35	\$ 8,231.66	\$ -	\$ 8,231.66
9.2.36	Construction Support Services																				35	\$ 8,231.66	\$ -	\$ 8,231.66
9.2.37	Construction Support Services																				35	\$ 8,231.66	\$ -	\$ 8,231.66
9.2.38	Construction Support Services																				35	\$ 8,231.66	\$ -	\$ 8,231.66
9.2.39	Construction Support Services																				35	\$ 8,231.66	\$ -	\$ 8,231.66
9.2.40	Construction Support Services																				35	\$ 8,231.66	\$ -	\$ 8,231.66
9.2.41	Construction Support Services																				35	\$ 8,231.66	\$ -	\$ 8,231.66
9.2.42	Construction Support Services																				35	\$ 8,231.66	\$ -	\$ 8,231.66
9.2.43	Construction Support Services																				35	\$ 8,231.66	\$ -	\$ 8,231.66
9.2.44	Construction Support Services																				35	\$ 8,231.66	\$ -	\$ 8,231.66
9.2.45	Construction Support Services																				35	\$ 8,231.66	\$ -	\$ 8,231.66
9.2.46	Construction Support Services																				35	\$ 8,231.66	\$ -	\$ 8,231.66
9.2.47	Construction Support Services																				35	\$ 8,231.66	\$ -	\$ 8,231.66
9.2.48	Construction Support Services																				35	\$ 8,231.66	\$ -	\$ 8,231.66
9.2.49	Construction Support Services																				35	\$ 8,231.66	\$ -	\$ 8,231.66
9.2.50	Construction Support Services																				35	\$ 8,231.66	\$ -	\$ 8,231.66
9.2.51	Construction Support Services																				35	\$ 8,231.66	\$ -	\$ 8,231.66
9.2.52	Construction Support Services																				35	\$ 8,231.66	\$ -	\$ 8,231.66
9.																								

Avenue 404 over Cottonwood Creek Bridge Project
Tulare County Resource Management Agency

Breakdown of Costs

Date: 3/28/2024

Subconsultant:

% of Budget in Current Year (CY) (Jan 1, 2024 to Jun 30, 2024)	0%	Hardest Overhead Rate	155.39%
% of Budget in CY1 (Jul 1, 2024 to Jun 30, 2025)	40%	Profit Rate	10.00%
% of Budget in CY2 (Jul 1, 2025 to Jun 30, 2026)	20%	Small Escalation Rate	4.00%
% of Budget in CY3 (Jul 1, 2026 to Jun 30, 2027)	40%		
% of Budget in CY4 (Jul 1, 2027 to Jun 30, 2028)	0%		
Annualization Factor	1.041		

Area West Environmental, Inc.

Task No. (1 = Yes)	Task Name	Names and Classifications										Total Hours	Labor Cost	Direct Expenses	Total Cost
		Kozlowski, Rebecca J.	Douglas-Smith, Aaron A.	Samson, Scientist	Morford, Samantha J.	Robbass, Eric C.	Analyst (Chaim)	Sinkovick, Colleen	Analyst	Church, Amanda J.	Analyst	TBD	Analyst	TBD	Senior Scientist
6	Task 6 - Environmental Studies and Consultation with Regulatory Agencies														
6.1	Environmental Studies and Consultation with Regulatory Agencies														
6.1.1	Biological Resources Evaluation Report														
6.1.2	Construction Noise Memorandum														
6.1.3	Biological Resources Evaluation Report	28	40	80	40	32	10								
6.1.4	Cultural Resources Memorandum														
6.1.5	Paleontological Memorandum														
6.1.6	Publicly Owned Parks and Wildlife Refuges Study														
6.1.7	Water Quality Assessment Report	10	12	28	36	28	4								
6.1.8	Aquatic Resources Delineation														
6.2	Phase I Initial Site Assessment														
6.3	Environmental Document and CEQA														
6.3.1	Environmental Document and Technical Studies														
6.3.2	AS 53 Tribal Consultation														
6.3.3	Prepare Environmental Review Memorandum														
6.3.4	Notice of Exemption Form														
6.4	Arboretum/ADU/Lead Paint Survey														
6.5	Regulatory Permitting and Consultation with Regulatory Agencies														
6.6	Revegetation Plans and Specifications	22	8	40	24	4									
	Total Base:	38	52	108	76	60	14	0	0	0	0	0	0	0	0
	Total Optional:	22	8	40	24	4	0	0	0	0	0	0	0	0	0
	Total (Base + Optional):	60	60	148	76	64	18	0	0	0	0	0	0	0	0
7	Task 7 - Final Design (Plans, Specifications, and Estimates)														
7.1	Final Design (50% PS&E)														
7.1.1	Approach Roadway Design														
7.1.2	Engineer's Estimate of Probable Construction Cost														
7.1.3	Contract Specifications/Special Provisions														
7.1.4	Final Design (50% PS&E)														
7.2	Independent Check														
7.2.1	Response to Comments														
7.2.2	Update PS&E														
7.2.3	Final Design (100% PS&E)														
7.4	Owner Final PS&E														
	Total Base:	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Total Optional:	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Total (Base + Optional):	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8	Task 8 - Assistance during Bidding (Optional)														
8.1	Bid Support														
	Total Base:	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Total Optional:	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Total (Base + Optional):	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9	Task 9 - Environmental Monitoring & Design Support during Construction (Optional)														
9.1	Environmental Monitoring														
9.2	Construction Support Services														
	Total Base:	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Total Optional:	54	0	100	526	30	20	0	0	0	0	0	0	0	0
	Total (Base + Optional):	54	0	100	526	30	20	0	0	0	0	0	0	0	0
	TOTAL PROJECT BASE:	38	52	108	76	60	14	0	0	0	0	0	0	0	0
	TOTAL PROJECT (BASE + OPTIONAL):	76	8	140	526	54	24	0	0	0	0	0	0	0	0
	TOTAL PROJECT (BASE + OPTIONAL):	114	60	248	602	114	38	0	0	0	0	0	0	0	0

Avenue 404 over Cottonwood Creek Bridge Project
Tulare County Resource Management Agency

Breakdown of Costs

Date: 5/4/2024

Subcontract:

Avila and Associates Consulting Engineers, Inc.

% of Budget in Current Year (CY) (Jan 1, 2024 to Jun 30, 2024)	0%	117.77%
% of Budget in CY+1 (Jul 1, 2024 to Jun 30, 2025)	100%	10.00%
% of Budget in CY+2 (Jul 1, 2025 to Jun 30, 2026)	0%	4.00%
% of Budget in CY+3 (Jul 1, 2026 to Jun 30, 2027)	0%	
% of Budget in CY+4 (Jul 1, 2027 to Jun 30, 2028)	0%	
Annualization Factor	1.000	

Names and Classifications:		Total Hours																		Labor Cost	Direct Expenses	Total Cost
Optional Task? (1 = yes)		Task No.	Task Name:	Task 1 - Project Management	Task 2 - Survey, Mapping and Right-of-Way (Optional)	Task 3 - Preliminary Engineering (15% PS&E)	Task 4 - Field Exploration, Geotechnical Engineering and Reporting	Task 5 - River Hydrology and Hydraulics														
		1	Task 1 - Project Management																			
		1.1	Project Meetings, Schedule, and Invoicing																			
		1.2	Quality Control/QA																			
		2	Task 2 - Survey, Mapping and Right-of-Way (Optional)																			
		2.1	Project Survey Control																			
		2.2	Encroachment Permit/Permission to Enter																			
		2.3	Topographic Surveys																			
		2.4	Property Surveys and Resolution																			
		2.5	Base Map Preparation																			
		2.6	Acquisition Staking																			
		2.7	Right-of-Way Acquisition Support																			
		2.8	Record of Survey																			
		3	Task 3 - Preliminary Engineering (15% PS&E)																			
		3.1	Prepare Preliminary Design																			
		3.2	Prepare Project Memorandum																			
		4	Task 4 - Field Exploration, Geotechnical Engineering and Reporting																			
		4.1	Research and Data Collection																			
		4.2	Field Exploration																			
		4.3	Laboratory Testing																			
		4.4	Soils Analysis/Evaluation																			
		4.5	Prepare Foundation Report																			
		5	Task 5 - River Hydrology and Hydraulics																			
		5.1	Obtain and Review Project Documentation																			
		5.2	Estimate Hydrology																			
		5.3	Hydraulic Analysis																			
		5.4	Scour and Bank Protection																			
		5.5	Prepare Draft Hydraulic Report																			
		5.6	Prepare Final Hydraulic Report																			
		5.7	Complete IAS/SEIR																			
		5.8	CDPRP Coordination																			
		5.9	Low Flow Analysis																			
		Total Base:																				
		Total Optional:																				
		Total (Base + Optional):																				
		60																				

Breakdown of Costs
Date: 5/28/2024
Subconsultant:

Avila and Associates Consulting Engineers, Inc.

Avila

Avenue 404 over Cottonwood Creek Bridge Project
Tulare County Resource Management Agency

Breakdown of Costs

Date: 5/28/2024

Subconsultant:

% of Budget in Current Year (CY) (Jan 1, 2024 to Jun 30, 2024)	0%	Audited Overhead Rate	156.36%
% of Budget in CY's (Jul 1, 2024 to Jun 30, 2025)	100%	Profit Rate	10.00%
% of Budget in CY's (Jul 1, 2025 to Jun 30, 2026)	0%	Annual Escalation Rate	4.00%
% of Budget in CY's (Jul 1, 2026 to Jun 30, 2027)	0%		
% of Budget in CY's (Jul 1, 2027 to Jun 30, 2028)	0%		
Annualization Factor	1.000		

Duke Cultural Resources Management, LLC

Optional Task? (1 = yes)	Task No.	Task Name:	Names and Classifications:											Total Hours	Labor Cost	Direct Expenses	Total Cost		
			Curt Duke Principal Archaeologist I	Brian Clavin, Senior Archaeologist I	Brian Kusman, Senior Archaeologist I	Morgan Beggs, Associate Paleontologist I	Adrian Garbay, Paleontologist II	Lauren Biltonen, Archaeologist I	Michelle Archaeologist I	Dominguez, GIS Technician	Doug McIntosh, Associate Archaeologist II	Dana Supernovics, Senior Historian							
Optional Task? (1 = yes)	1	Task 1 - Project Management																	
	1.1	Project Meetings, Schedule, and Invoicing																	
	1.2	Quality Control/QA																	
	Total Base:			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Total Optional:			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Total (Base + Optional):			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	3	Task 2 - Surveys, Mapping and Right-of-Way (Optional)																	
	3.1	Project Survey Control																	
	3.2	Encroachment Permit/Permission to Enter																	
	3.3	Geographic Surveys																	
Optional Task? (1 = yes)	2	Task 3 - Archaeological Excavation																	
	2.1	Excavation Planning																	
	2.2	Excavation																	
	2.3	Excavation Record Keeping																	
	2.4	Excavation Reporting																	
	2.5	Base Map Preparation																	
	2.6	Acquisition Staking																	
	2.7	Right-of-Way Acquisition Support																	
	2.8	Record of Survey																	
	Total Base:			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Optional:			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total (Base + Optional):			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Optional Task? (1 = yes)	3	Preliminary Engineering (35% PS&E)																	
	3.1	Prepare Preliminary Design																	
	3.2	Prepare Project Memorandum																	
	Total Base:			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Total Optional:			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Total (Base + Optional):			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	4	Task 4 - Field Exploration, Geotechnical Engineering and Reporting																	
	4.1	Research and Data Collection																	
	4.2	Field Exploration																	
	4.3	Laboratory Testing																	
Optional Task? (1 = yes)	4	Task 5 - River Hydrology and Hydraulics																	
	4.1	Obtain and Review Project Documentation																	
	4.2	Estimate Hydrology																	
	4.3	Hydraulic Analysis																	
	4.4	Scour and Bank Protection																	
	4.5	Prepare Draft Hydraulic Report																	
	4.6	Complete Hydraulic Report																	
	4.7	Complete USFWSER																	
	4.8	Complete Coordination																	
	4.9	Low Flow Analysis																	
Total Base:			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total Optional:			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total (Base + Optional):			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Optional Task? (1 = yes)	6	Task 6 - Environmental Studies and Consultation with Regulatory Agencies																	
	6.1	Environmental Studies and Consultation with Regulatory Agencies																	
	6.1.1	Per Quality Memorandum																	
	6.1.2	Per Quality Memorandum																	
	6.1.3	Biological Resources Evaluation Report																	
	6.1.4	Cultural Resources Technical Report																	
	6.1.5	Paleontological Memorandum																	
	6.1.6	Publicly Owned Parks and Wildlife Refuges Study																	
	6.1.7	Water Quality Assessment Report																	
	6.1.8	Aquatic Resources Delineation																	
Optional Task? (1 = yes)	7	Task 7 - Final Report and QA																	
	7.1	Final Report																	
	7.2	Phase Initial Site Assessment																	
	7.3	Phase Initial Site Assessment																	
	7.4	Phase Initial Site Assessment																	
	7.5	Phase Initial Site Assessment																	
	7.6	Phase Initial Site Assessment																	
	7.7	Phase Initial Site Assessment																	
	7.8	Phase Initial Site Assessment																	
	7.9	Phase Initial Site Assessment																	
Optional Task? (1 = yes)	8	Task 8 - Final Report and QA																	
	8.1	Final Report																	
	8.2	Phase Initial Site Assessment																	
	8.3	Phase Initial Site Assessment																	
	8.4	Phase Initial Site Assessment																	
	8.5	Phase Initial Site Assessment																	
	8.6	Phase Initial Site Assessment																	
	8.7	Phase Initial Site Assessment																	
	8.8	Phase Initial Site Assessment																	
	8.9	Phase Initial Site Assessment																	
Optional Task? (1 = yes)	9	Task 9 - Final Report and QA																	
	9.1	Final Report																	
	9.2	Phase Initial Site Assessment																	
	9.3	Phase Initial Site Assessment																	
	9.4	Phase Initial Site Assessment																	
	9.5	Phase Initial Site Assessment																	
	9.6	Phase Initial Site Assessment																	
	9.7	Phase Initial Site Assessment																	
	9.8	Phase Initial Site Assessment																	
	9.9	Phase Initial Site Assessment																	
Optional Task? (1 = yes)	10	Task 10 - Final Report and QA																	
	10.1	Final Report																	
	10.2	Phase Initial Site Assessment																	
	10.3	Phase Initial Site Assessment																	
	10.4	Phase Initial Site Assessment																	
	10.5	Phase Initial Site Assessment																	
	10.6	Phase Initial Site Assessment																	
	10.7	Phase Initial Site Assessment																	
	10.8	Phase Initial Site Assessment																	
	10.9	Phase Initial Site Assessment																	
Optional Task? (1 = yes)	11	Task 11 - Final Report and QA																	
	11.1	Final Report																	
	11.2	Phase Initial Site Assessment																	
	11.3	Phase Initial Site Assessment																	
	11.4	Phase Initial Site Assessment																	
	11.5	Phase Initial Site Assessment																	
	11.6	Phase Initial Site Assessment																	
	11.7	Phase Initial Site Assessment																	
	11.8	Phase Initial Site Assessment																	
	11.9	Phase Initial Site Assessment																	
Optional Task? (1 = yes)	12	Task 12 - Final Report and QA																	
	12.1	Final Report																	
	12.2	Phase Initial Site Assessment																	
	12.3	Phase Initial Site Assessment																	
	12.4	Phase Initial Site Assessment																	
	12.5	Phase Initial Site Assessment																	
	12.6	Phase Initial Site Assessment																	
	12.7	Phase Initial Site Assessment																	
	12.8	Phase Initial Site Assessment																	
	12.9	Phase Initial Site Assessment																	
Optional Task? (1 = yes)	13	Task 13 - Final Report and QA																	
	13.1	Final Report																	
	13.2	Phase Initial Site Assessment																	
	13.3	Phase Initial Site Assessment																	
	13.4	Phase Initial Site Assessment																	
	13.5	Phase Initial Site Assessment																	
	13.6	Phase Initial Site Assessment																	
	13.7	Phase Initial Site Assessment																	
	13.8	Phase Initial Site Assessment																	
	13.9	Phase Initial Site Assessment																	
Optional Task? (1 = yes)	14	Task 14 - Final Report and QA																	
	14.1	Final Report																	
	14.2	Phase Initial Site Assessment																	
	14.3	Phase Initial Site Assessment																	
	14.4	Phase Initial Site Assessment																	
	14.5	Phase Initial Site Assessment																	
	14.6	Phase Initial Site Assessment																	
	14.7	Phase Initial Site Assessment																	
	14.8	Phase Initial Site Assessment																	
	14.9	Phase Initial Site Assessment																	
Optional Task? (1																			

--	--	--

EMI

Avenue 404 over Cottonwood Creek Bridge Project
Tulare County Resource Management Agency

Breakdown of Costs

Date: 5/28/2022
Subconsultant:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

[illegible]

Avenue 404 over Cottonwood Creek Bridge Project
Tulare County Resource Management Agency

Breakdown of Costs

Date: 5/28/2024

Subconsultant: Kroner Environmental Services, Inc.

% of Budget in Current Year (CY) (Jan 1, 2024 to Jun 30, 2024)	0%	Audited Overhead Rate	149.12%
% of Budget in CY1 (Jul 1, 2024 to Jun 30, 2025)	100%	Profit Rate	10.00%
% of Budget in CY2 (Jul 1, 2025 to Jun 30, 2026)	0%	Annual Escapement Rate	4.00%
% of Budget in CY3 (Jul 1, 2026 to Jun 30, 2027)	0%		
% of Budget in CY4 (Jul 1, 2027 to Jun 30, 2028)	0%		
Annualization Factor	1.000		

		Names and Classifications:																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
--	--	----------------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Avenue 404 over Cottonwood Creek Bridge Project
Tulare County Resource Management Agency

Breakdown of Costs

Date: 5/28/2024

Subcontractor:

Kroner Environmental Services, Inc.

% of Budget in Current Year (CY) (Jan 1, 2024 to Jun 30, 2024)	0%	Overhead: Overhead Rate	149.12%
% of Budget in CY1 (Jul 1, 2024 to Jun 30, 2025)	100%	Profit Rate	10.00%
% of Budget in CY2 (Jul 1, 2025 to Jun 30, 2026)	0%	Final Finalization Rate	4.00%
% of Budget in CY3 (Jul 1, 2026 to Jun 30, 2027)	0%		
% of Budget in CY4 (Jul 1, 2027 to Jun 30, 2028)	0%		
Annualization Factor	1.0000		

Optional Task? (1 = yes)	Task No.	Task Name	Names and Classifications										Total Hours	Labor Cost	Direct Expenses	Total Cost
			Philip to Principal Eng	Michael Wolff Principal Writ	Philip Chang Senior Engineer	Nate Leu Project Engineer	Drew Polley Project Engineer	Rubin Cruz Associate Eng	Kristina Alvarado Administrator							
		Task 6 - Environmental Studies and Consultation with Regulatory Agencies														
	6.1	Environmental Studies and Consultation with Regulatory Agencies														
	6.1.1	Air Quality Memorandum	2	2	4		24	16					38	\$ 6,075.36		\$ 6,075.36
	6.1.2	Construction Noise Memorandum	12	3				20					35	\$ 6,136.12		\$ 6,136.12
	6.1.3	Cultural Resources Evaluation Report											0	\$ -		\$ -
	6.1.4	Cultural Resources Technical Report											0	\$ -		\$ -
	6.1.5	Palaeontological Mitigation											0	\$ -		\$ -
	6.1.6	Publicly Owned Parks and Wildlife Relays Study											0	\$ -		\$ -
	6.1.7	Water Quality Assessment Report											0	\$ -		\$ -
	6.1.8	Aquatic Resources Delineation											0	\$ -		\$ -
	6.2	Phase I Initial Site Assessment											0	\$ -		\$ -
	6.3	Environmental Document and CEQA											0	\$ -		\$ -
	6.3.1	NEPA Categorical Exclusion and Technical Studies											90	\$ 12,493.67	\$ 3,890.00	\$ 16,383.67
	6.3.2	AAS 12 Tribal Consultation											0	\$ -		\$ -
	6.3.3	Prepare Environmental Review Memorandum											0	\$ -		\$ -
	6.3.4	Prepare Environmental Review Memorandum											0	\$ -		\$ -
	6.4	Adoptive(AOZ) Land Use Survey											0	\$ -		\$ -
	6.5	Regulatory Permitting and Consultation with Regulatory Agencies											0	\$ -		\$ -
	6.6	Regeneration Plans and Specifications											36	\$ 4,921.61	\$ 2,250.00	\$ 7,171.61
		Total Base:	0	0	0	0	0	0	0	0	0	0	0	\$ -		\$ -
		Total Optional:	14	11	14	56	40	56	8	0	0	0	0	\$ -		\$ -
		Total (Base + Optional):	14	11	14	56	40	56	8	0	0	0	0	\$ 29,621.76	\$ 6,140.00	\$ 35,761.76
		Task 7 - Final Design (Plans, Specifications, and Estimates)														
	7.1	Final Design (65% PS&E)														
	7.1.1	Bridge Design														
	7.1.2	Approach Roadway Design														
	7.1.3	Grades and Elevation of Probable Construction Cost														
	7.1.4	Contract Specifications and Special Provisions														
	7.2	Final Design (90% PS&E)														
	7.2.1	Independent Check														
	7.2.2	Response to Comments														
	7.2.3	Update PS&E														
	7.3	Final Design (100% PS&E)														
	7.4	Deliver Final PS&E														
		Total Base:	0	0	0	0	0	0	0	0	0	0	0	\$ -		\$ -
		Total Optional:	0	0	0	0	0	0	0	0	0	0	0	\$ -		\$ -
		Total (Base + Optional):	0	0	0	0	0	0	0	0	0	0	0	\$ -		\$ -
		Task 8 - Assistance during Bidding (Optional)														
	8.1	Bid Support														
		Total Base:	0	0	0	0	0	0	0	0	0	0	0	\$ -		\$ -
		Total Optional:	0	0	0	0	0	0	0	0	0	0	0	\$ -		\$ -
		Total (Base + Optional):	0	0	0	0	0	0	0	0	0	0	0	\$ -		\$ -
		Task 9 - Environmental Monitoring & Design Support during Construction (Optional)														
	9.1	Environmental Monitoring														
	9.2	Construction Support Services														
		Total Base:	0	0	0	0	0	0	0	0	0	0	0	\$ -		\$ -
		Total Optional:	0	0	0	0	0	0	0	0	0	0	0	\$ -		\$ -
		Total (Base + Optional):	0	0	0	0	0	0	0	0	0	0	0	\$ -		\$ -
		TOTAL PROJECT BASE:	0	0	0	0	0	0	0	0	0	0	0	\$ -		\$ -
		TOTAL PROJECT OPTIONAL:	14	11	14	56	40	56	8	0	0	0	0	\$ 29,621.76	\$ 6,140.00	\$ 35,761.76
		TOTAL PROJECT (BASE + OPTIONAL):	14	11	14	56	40	56	8	0	0	0	0	\$ 29,621.76	\$ 6,140.00	\$ 35,761.76

Avenue 404 over Cottonwood Creek Bridge Project
Tulare County Resource Management Agency

Breakdown of Costs

Date: 5/28/2024

Subconsultant:

Quand Knopf, Inc.

% of Budget in Current Year (CY) (Jan 1, 2024 to Jun 30, 2024)	0%	Audited Overhead Rate	182.28%
% of Budget in CY+1 (Jul 1, 2024 to Jun 30, 2025)	20%	Profit Rate	10.00%
% of Budget in CY+2 (Jul 1, 2025 to Jun 30, 2026)	20%	Annual Escalation Rate	4.00%
% of Budget in CY+3 (Jul 1, 2026 to Jun 30, 2027)	0%		
% of Budget in CY+4 (Jul 1, 2027 to Jun 30, 2028)	0%		
Administration Fee	1.02%		

Optional Task? (1 = yes)	Task No.	Task Name:	Names and Classifications										Total Hours	Labor Cost	Direct Expenses	Total Cost
			Senior Surveyor	Senior Surveyor	St. Associate	Associate Surveyor	Associate Project Manager	Party Chief	Chairman							
		Direct Salary Rate for Current Year	\$ 67.31	\$ 63.50	\$ 51.00	\$ 38.00	\$ 34.00	\$ 58.49	\$ 51.03							
		Annualized Direct Salary Rate	\$ 68.12	\$ 63.25	\$ 51.61	\$ 38.46	\$ 34.41	\$ 59.19	\$ 51.63							
		Fully Burdened Billing Rate	\$ 900.99	\$ 886.63	\$ 52.29	\$ 113.47	\$ 101.53	\$ 174.65	\$ 52.35							
		Task 1 - Project Management														
	1	Project Meetings, Schedule, and Invoicing														
	1.1	Quality Control/QA														
	1.2															
		Total Base	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		Total (Base + Optional)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		Task 2 - Surveys, Mapping and Right-of-Way (Optional)														
	2															
	2.1	Project Survey Control	4	12	18		4	24	24				86	\$ 14,038.84		\$ 14,038.84
	2.2	Encroachment Permit/Permission to Enter	34	34	22	50	12	24	24				0	\$ 31,769.33		\$ 31,769.33
	2.3	Design and Survey	4	26									30	\$ 5,656.29		\$ 5,656.29
	2.4	Base Map Resolution	2	2		8							12	\$ 1,683.00		\$ 1,683.00
	2.5	Base Map Preparation	2	2									12	\$ 1,683.00		\$ 1,683.00
	2.6	Acquisition Staking	6	4	6		4	15	15				48	\$ 8,098.22		\$ 8,098.22
	2.7	Right-of-Way Acquisition Support	8	16	22								50	\$ 8,350.42		\$ 8,350.42
	2.8	Record of Survey	4	10		44	3						61	\$ 7,967.49		\$ 7,967.49
		Total Base	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		Total (Base + Optional)	62	104	68	102	23	64	64				487	\$ 77,063.50		\$ 77,063.50
		Task 3 - Preliminary Engineering (35% PS&E)														
	3.1	Prepare Preliminary Design											0	\$ -		\$ -
	3.2	Prepare Project Memorandum											0	\$ -		\$ -
		Total Base	0	0	0	0	0	0	0	0	0	0	0	\$ -		\$ -
		Total (Base + Optional)	0	0	0	0	0	0	0	0	0	0	0	\$ -		\$ -
		Task 4 - Field Exploration, Geotechnical Engineering and Reporting														
	4															
	4.1	Research and Data Collection											0	\$ -		\$ -
	4.2	Field Exploration											0	\$ -		\$ -
	4.3	Laboratory Testing											0	\$ -		\$ -
	4.4	Soil Analysis/Evaluation											0	\$ -		\$ -
	4.5	Prepare Foundation Report											0	\$ -		\$ -
		Total Base	0	0	0	0	0	0	0	0	0	0	0	\$ -		\$ -
		Total (Base + Optional)	0	0	0	0	0	0	0	0	0	0	0	\$ -		\$ -
		Task 5 - River Hydrology and Hydraulics														
	5.1	Obtain and Review Project Documentation											0	\$ -		\$ -
	5.2	Estimate Hydrology											0	\$ -		\$ -
	5.3	Hydraulic Analysis											0	\$ -		\$ -
	5.4	Scour and Bank Protection											0	\$ -		\$ -
	5.5	Prepare Preliminary Hydraulic Report											0	\$ -		\$ -
	5.6	Prepare Final Hydraulic Report											0	\$ -		\$ -
	5.7	Complete LIS/SEER											0	\$ -		\$ -
	5.8	CVEPB Coordination											0	\$ -		\$ -
	5.9	Low Flow Analysis											0	\$ -		\$ -
		Total Base	0	0	0	0	0	0	0	0	0	0	0	\$ -		\$ -
		Total (Base + Optional)	0	0	0	0	0	0	0	0	0	0	0	\$ -		\$ -

Avenue 404 over Cottonwood Creek Bridge Project
Tulare County Resource Management Agency

Breakdown of Costs

Date: 5/28/2024

Subconsultant: Quad Kopf, Inc

% of Budget in Current Year (CY) Jan 1, 2024 to Jun 30, 2024	0%	Adjusted Budget Rate	168.24%
% of Budget in CY+1 (Jul 1, 2024 to Jun 30, 2025)	70%	Fixed Rate	10.00%
% of Budget in CY+2 (Jul 1, 2025 to Jun 30, 2026)	30%	Annualized Budget Rate	4.00%
% of Budget in CY+3 (Jul 1, 2026 to Jun 30, 2027)	0%		
% of Budget in CY+4 (Jul 1, 2027 to Jun 30, 2028)	0%		
Annualization Factor	1.012		

Task No.	Task Name:	Names and Classifications:										Total Hours	Labor Cost	Direct Expenses	Total Cost
		Senior Surveyor	Senior Surveyor	St. Associate	Associate Surveyor	Associate Project Manager	Party Chief	Chairman							
Optional Task?	Task 6	Task 6 - Environmental Studies and Consultation with Regulatory Agencies													
		Task 6.1 Environmental Studies and Consultation with Regulatory Agencies													
		Task 6.1.1 Air Quality Memorandum													
1	6.1.1											0	\$		\$
1	6.1.2											0	\$		\$
1	6.1.3											0	\$		\$
1	6.1.4											0	\$		\$
1	6.1.5											0	\$		\$
1	6.1.6											0	\$		\$
1	6.1.7											0	\$		\$
1	6.1.8											0	\$		\$
1	6.2											0	\$		\$
1	6.3											0	\$		\$
1	6.3.1											0	\$		\$
1	6.3.2											0	\$		\$
1	6.3.3											0	\$		\$
1	6.3.4											0	\$		\$
1	6.4											0	\$		\$
1	6.5											0	\$		\$
1	6.6											0	\$		\$
Total Base:												0	\$		\$
Total Optional:												0	\$		\$
Total (Base + Optional):												0	\$		\$
Optional Task?	Task 7	Task 7 - Final Design (Plans, Specifications, and Estimates)													
		Task 7.1 Final Design (65% PS&E)													
		Task 7.1.1 Bridge Design													
1	7.1.1											0	\$		\$
1	7.1.2											0	\$		\$
1	7.1.3											0	\$		\$
1	7.1.4											0	\$		\$
1	7.2											0	\$		\$
1	7.2.1											0	\$		\$
1	7.2.2											0	\$		\$
1	7.2.3											0	\$		\$
1	7.3											0	\$		\$
1	7.4											0	\$		\$
Total Base:												0	\$		\$
Total Optional:												0	\$		\$
Total (Base + Optional):												0	\$		\$
Optional Task?	Task 8	Task 8 - Assistance during Bidding (Optional)													
		Task 8.1 Bid Support													
		Task 8.1.1 Bid Support													
1	8.1.1											0	\$		\$
Total Base:												0	\$		\$
Total Optional:												0	\$		\$
Total (Base + Optional):												0	\$		\$
Optional Task?	Task 9	Task 9 - Environmental Monitoring & Design Support during Construction (Optional)													
		Task 9.1 Environmental Monitoring													
		Task 9.2 Construction Support Services													
1	9.1											0	\$		\$
1	9.2											0	\$		\$
Total Base:												0	\$		\$
Total Optional:												0	\$		\$
Total (Base + Optional):												0	\$		\$
TOTAL PROJECT BASE:												0	\$		\$
TOTAL PROJECT OPTIONAL:												0	\$		\$
TOTAL PROJECT (BASE + OPTIONAL):												0	\$		\$

EXHIBIT 10-H1 COST PROPOSAL (Page 1 of 3)

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

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

☒ Prime Consultant☐ Subconsultant☐ 2nd Tier SubconsultantConsultant Moffatt & NicholProject No. TBDContract No. TBDDate 7/2/2024

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal Engineer	Omar Jaradat	2	\$ 157.54	\$ 315.08
Supervisory Engineer	Garrett Dekker	206	\$ 96.99	\$ 19,979.67
Supervisory Engineer	Jared Cole	40	\$ 93.00	\$ 3,720.00
Supervisory Engineer	Stephanie Oslick	130	\$ 91.70	\$ 11,920.96
Senior Engineer	Jeremy Patapoff	26	\$ 96.84	\$ 2,517.88
Engineer III	Johnny Liu	96	\$ 82.80	\$ 7,948.69
Engineer III	Nick Velazquez	213	\$ 68.45	\$ 14,579.94
Engineer II	Rachel Rowe	192	\$ 55.29	\$ 10,615.48
Engineer II	Krishna Adusumilli	500	\$ 62.50	\$ 31,250.71
Engineer I	Ankit Bhargava	120	\$ 57.75	\$ 6,930.08
Senior Technician	Elena Pleshchuk	288	\$ 72.73	\$ 20,946.49
Senior Engineer	TBD	0	\$ 95.00	\$ -
Engineer III	TBD	0	\$ 85.00	\$ -
Engineer II	TBD	122	\$ 70.00	\$ 8,540.00
Engineer I	TBD	20	\$ 60.00	\$ 1,200.00
Staff Engineer	TBD	0	\$ 52.00	\$ -
Staff Environmental Scientist	Hanna Olson	268	\$ 38.49	\$ 10,315.32
Project Controls	TBD	0	\$ 35.00	\$ -
Total Hours		2,223		

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 150,780.30

b) Anticipated Salary Increases (see page 2 for sample)

\$ 3,039.73

c) TOTAL DIRECT LABOR COSTS [(a)+(b)] \$ 153,820.03

INDIRECT COSTS

d) Fringe Benefits (Rate)

e) TOTAL FRINGE BENEFITS [(c) x (d)] \$ -

f) Overhead (Rate 180.25%)

g) Overhead [(c) x (f)] \$ 277,260.61

h) General and Administrative (Rate)

i) Gen & Admin [(c) x (h)] \$ -

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 277,260.61

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10.00% \$ 43,108.06

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

Description of Item	Quantity	Unit	Unit Cost	TOTAL
Project Meetings, Schedule, and Invoicing	1	LS	\$2,000.00	\$2,000.00
Construction Support Services	1	LS	\$1,200.00	\$1,200.00
				\$0.00
				\$0.00
				\$0.00

l) TOTAL OTHER DIRECT COSTS \$3,200.00

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

Area West Environmental, Inc.	\$ 148,284.53
Avila and Associates Consulting Engineers, Inc.	\$ 63,309.27
Duke CRM	\$ 18,956.20
Earth Mechanics, Inc.	\$ 96,543.52
Kroner Environmental Services, Inc.	\$ 35,761.76
QK, Inc.	\$ 77,063.50
	\$0.00

m) TOTAL SUBCONSULTANTS' COSTS \$439,918.78

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$443,118.78

TOTAL COST [(c) + (j) + (k) + (n)] \$ 917,307.49

Notes:

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

EXHIBIT 10-H1 COST PROPOSAL (Page 2 of 3)**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**
(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant	Moffatt & Nichol	Contract No.	TBD	Date	7/2/2024
------------	------------------	--------------	-----	------	----------

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

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5 year Contract Duration
\$ 150,780.30 /	2,223	= \$ 67.83	Year 1 avg Hourly rate

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

	Average hourly rate		Proposed Escalation			
Year 1	\$ 67.83	+	4.0%	=	\$ 70.54	Year 2 Avg Hourly Rate
Year 2	\$ 70.54	+	4.0%	=	\$ 73.36	Year 3 Avg Hourly Rate
Year 3	\$ 73.36	+	4.0%	=	\$ 76.30	Year 4 Avg Hourly Rate
Year 4	\$ 76.30	+	4.0%	=	\$ 79.35	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

	Estimated % Completed Each year		Total Hours Per Cost Proposal		Total Hours per Year	
Year 1	60.0%	*	2223	=	1333.8	Estimated Hours Year 1
Year 2	30.0%	*	2223	=	666.9	Estimated Hours Year 2
Year 3	10.0%	*	2223	=	222.3	Estimated Hours Year 3
Year 4	0.0%	*	2223	=	0.0	Estimated Hours Year 4
Year 5	0.0%	*	2223	=	0.0	Estimated Hours Year 5
Total	100.0%		Total	=	2223.0	

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

	Avg Hourly Rate (Calculated above)		Estimated hours (Calculated above)		Cost Per Year	
Year 1	\$ 67.83	*	1333.8	=	\$ 90,468.18	Estimated Hours Year 1
Year 2	\$ 70.54	*	666.9	=	\$ 47,043.45	Estimated Hours Year 2
Year 3	\$ 73.36	*	222.3	=	\$ 16,308.40	Estimated Hours Year 3
Year 4	\$ 76.30	*	0.0	=	\$ -	Estimated Hours Year 4
Year 5	\$ 79.35	*	0.0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =					\$ 153,820.03	
Direct Labor Subtotal before Escalation =					\$ 150,780.30	
Estimated Total of Direct Labor Salary Increase =					\$ 3,039.73	Transferred to page 1

Notes:

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

EXHIBIT 10-H1 COST PROPOSAL (Page 3 of 3)**Certification of Direct Costs:**


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

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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable Federal and State requirements. Costs that are non-compliant with the Federal and State requirements are not eligible for reimbursement

Prime Consultant or Subconsultant Certifying:

Name: Scott Butler Title*: Vice President

Signature:  Date of Certification (mm/dd/yyyy): 7/2/2024

Email: sbutler@moffattnichol.com Phone Number: 925-956-4942

Address: 2185 N. California Blvd, Suite 500 Walnut Creek, CA 94596

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

List of services the consultant is providing under the proposed contract:

Project Management, Bridge Engineering, Environmental Lead, Civil Engineering, Construction Support

155.39%

EXHIBIT 10-H1 COST PROPOSAL (Page 1 of 3)

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

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

☐ Prime Consultant
 ☒ Subconsultant
 ☐ 2nd Tier Subconsultant

Consultant

Area West Environmental, Inc.

Project No.

TBD

Contract No. TBD

Date 7/2/2024

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Senior Scientist	Rozumowicz-Kodsuntie, Rebecca J.	114	\$ 76.41	\$ 8,710.74
Senior Scientist	Dour-Smith, Aimee A.	60	\$ 66.54	\$ 3,992.40
Senior Scientist	Morford, Samantha J.	248	\$ 41.00	\$ 10,168.00
Analyst	Rabbass, Elise C. (Chaim)	602	\$ 30.00	\$ 18,060.00
Analyst	Sankbeil, Colena	114	\$ 34.50	\$ 3,933.00
Analyst	Church, Amanda J.	38	\$ 32.00	\$ 1,216.00
Analyst	TBD Analyst	0	\$ 45.00	\$ -
Senior Scientist	TBD Senior Scientist	0	\$ 70.00	\$ -
Total Hours		1,176		

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 46,080.14

b) Anticipated Salary Increases (see page 2 for sample)

\$ 1,872.70

c) TOTAL DIRECT LABOR COSTS [(a)+(b)] \$ 47,952.84

INDIRECT COSTS

d) Fringe Benefits (Rate)

e) TOTAL FRINGE BENEFITS [(c) x (d)] \$ -

f) Overhead (Rate 155.39%)

g) Overhead [(c) x (f)] \$ 74,513.91

h) General and Administrative (Rate)

i) Gen & Admin [(c) x (h)] \$ -

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 74,513.91

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10.00% \$ 12,246.68

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

Description of Item	Quantity	Unit	Unit Cost	TOTAL
Biological Resources Evaluation Report	1	LS	\$3,046.50	\$3,046.50
Aquatic Resources Delineation	1	LS	\$919.80	\$919.80
Construction Support Services	1	LS	\$9,604.80	\$9,604.80
				\$0.00
				\$0.00
l) TOTAL OTHER DIRECT COSTS				\$13,571.10

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

	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
m) TOTAL SUBCONSULTANTS' COSTS	\$0.00

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$13,571.10

TOTAL COST [(c) + (j) + (k) + (n)] \$ 148,284.53

Notes:

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

EXHIBIT 10-H1 COST PROPOSAL (Page 2 of 3)**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**

(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant	Area West Environmental, Inc.	Contract No.	TBD	Date	7/2/2024
------------	-------------------------------	--------------	-----	------	----------

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

Direct Labor Subtotal Per Cost Proposal		Total Hours cost Proposal		Avg Hourly Rate	5 year Contract Duration
\$ 46,080.14	/	1,176	=	\$ 39.18	Year 1 avg Hourly rate

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

	Average hourly rate		Proposed Escalation			
Year 1	\$ 39.18	+	4.0%	=	\$ 40.75	Year 2 Avg Hourly Rate
Year 2	\$ 40.75	+	4.0%	=	\$ 42.38	Year 3 Avg Hourly Rate
Year 3	\$ 42.38	+	4.0%	=	\$ 44.08	Year 4 Avg Hourly Rate
Year 4	\$ 44.08	+	4.0%	=	\$ 45.84	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

	Estimated % Completed Each year		Total Hours Per Cost Proposal		Total Hours per Year	
Year 1	40.0%	*	1176	=	470.4	Estimated Hours Year 1
Year 2	20.0%	*	1176	=	235.2	Estimated Hours Year 2
Year 3	40.0%	*	1176	=	470.4	Estimated Hours Year 3
Year 4	0.0%	*	1176	=	0.0	Estimated Hours Year 4
Year 5	0.0%	*	1176	=	0.0	Estimated Hours Year 5
Total	100.0%		Total	=	1176.0	

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

	Avg Hourly Rate (Calculated above)		Estimated hours (Calculated above)		Cost Per Year	
Year 1	\$ 39.18	*	470.4	=	\$ 18,432.06	Estimated Hours Year 1
Year 2	\$ 40.75	*	235.2	=	\$ 9,584.67	Estimated Hours Year 2
Year 3	\$ 42.38	*	470.4	=	\$ 19,936.11	Estimated Hours Year 3
Year 4	\$ 44.08	*	0.0	=	\$ -	Estimated Hours Year 4
Year 5	\$ 45.84	*	0.0	=	\$ -	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation =		\$ 47,952.84	
			Direct Labor Subtotal before Escalation =		\$ 46,080.14	
			Estimated Total of Direct Labor Salary Increase =		\$ 1,872.70	Transferred to page 1

Notes:

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

EXHIBIT 10-H1 COST PROPOSAL (Page 3 of 3)**Certification of Direct Costs:**


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

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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable Federal and State requirements. Costs that are non-compliant with the Federal and State requirements are not eligible for reimbursement

Prime Consultant or Subconsultant Certifying:

Name: Becky Rozumowicz-Kodsuntie Title*: President

Signature:  Date of Certification (mm/dd/yyyy): 7/2/2024

Email: becky@areawest.net Phone Number: 916-987-3362

Address: 6248 Main Ave. Sute #C, Orangevale, CA 95662

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

List of services the consultant is providing under the proposed contract:

Environmental Consulting Services

☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Date 7/2/2024

EXHIBIT 10-H1 COST PROPOSAL (Page 2 of 3)**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**
(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant	Avila and Associates Consulting Engineers, Inc	Contract No.	TBD	Date	7/2/2024
------------	--	--------------	-----	------	----------

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

Direct Labor Subtotal Per Cost Proposal		Total Hours cost Proposal		Avg Hourly Rate	5 year Contract Duration
\$ 26,033.00	/	366	=	\$ 71.13	Year 1 avg Hourly rate

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

	Average hourly rate		Proposed Escalation			
Year 1	\$ 71.13	+	4.0%	=	\$ 73.97	Year 2 Avg Hourly Rate
Year 2	\$ 73.97	+	4.0%	=	\$ 76.93	Year 3 Avg Hourly Rate
Year 3	\$ 76.93	+	4.0%	=	\$ 80.01	Year 4 Avg Hourly Rate
Year 4	\$ 80.01	+	4.0%	=	\$ 83.21	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

	Estimated % Completed Each year		Total Hours Per Cost Proposal		Total Hours per Year	
Year 1	100%	*	366	=	366.0	Estimated Hours Year 1
Year 2	0%	*	366	=	0.0	Estimated Hours Year 2
Year 3	0%	*	366	=	0.0	Estimated Hours Year 3
Year 4	0%	*	366	=	0.0	Estimated Hours Year 4
Year 5	0.0%	*	366	=	0.0	Estimated Hours Year 5
Total	100.0%		Total	=	366.0	

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

	Avg Hourly Rate (Calculated above)		Estimated hours (Calculated above)		Cost Per Year	
Year 1	\$ 71.13	*	366.0	=	\$ 26,033.00	Estimated Hours Year 1
Year 2	\$ 73.97	*	0.0	=	\$ -	Estimated Hours Year 2
Year 3	\$ 76.93	*	0.0	=	\$ -	Estimated Hours Year 3
Year 4	\$ 80.01	*	0.0	=	\$ -	Estimated Hours Year 4
Year 5	\$ 83.21	*	0.0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =					\$ 26,033.00	
Direct Labor Subtotal before Escalation =					\$ 26,033.00	
Estimated Total of Direct Labor Salary Increase =					\$ -	Transferred to page 1

Notes:

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

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Catherine M.C. Avila Title*: President

Signature:  Date of Certification (mm/dd/yyyy) 7/2/2024

Email: cavila@avilaassociates Phone Number: 925-673-0549

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

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

List services the consultant is providing under the proposed contract:

Hydrology, Hydraulics and Scour Analysis

EXHIBIT 10-H1 COST PROPOSAL (Page 2 of 3)**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**

(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant	Earth Mechanics, Inc.	Contract No.	TBD	Date	7/2/2024
------------	-----------------------	--------------	-----	------	----------

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

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5 year Contract Duration
\$ 19,105.20 /	322	= \$ 59.33	Year 1 avg Hourly rate

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

	Average hourly rate		Proposed Escalation			
Year 1	\$ 59.33	+	4.0%	=	\$ 61.71	Year 2 Avg Hourly Rate
Year 2	\$ 61.71	+	4.0%	=	\$ 64.17	Year 3 Avg Hourly Rate
Year 3	\$ 64.17	+	4.0%	=	\$ 66.74	Year 4 Avg Hourly Rate
Year 4	\$ 66.74	+	4.0%	=	\$ 69.41	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

	Estimated % Completed Each year		Total Hours Per Cost Proposal		Total Hours per Year	
Year 1	60.0%	*	322	=	193.2	Estimated Hours Year 1
Year 2	40.0%	*	322	=	128.8	Estimated Hours Year 2
Year 3	0.0%	*	322	=	0.0	Estimated Hours Year 3
Year 4	0.0%	*	322	=	0.0	Estimated Hours Year 4
Year 5	0.0%	*	322	=	0.0	Estimated Hours Year 5
Total	100.0%		Total	=	322.0	

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

	Avg Hourly Rate (Calculated above)		Estimated hours (Calculated above)		Cost Per Year	
Year 1	\$ 59.33	*	193.2	=	\$ 11,463.12	Estimated Hours Year 1
Year 2	\$ 61.71	*	128.8	=	\$ 7,947.76	Estimated Hours Year 2
Year 3	\$ 64.17	*	0.0	=	\$ -	Estimated Hours Year 3
Year 4	\$ 66.74	*	0.0	=	\$ -	Estimated Hours Year 4
Year 5	\$ 69.41	*	0.0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =					\$ 19,410.88	
Direct Labor Subtotal before Escalation =					\$ 19,105.20	
Estimated Total of Direct Labor Salary Increase =					\$ 305.68	Transferred to page 1

Notes:

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

EXHIBIT 10-H1 COST PROPOSAL (Page 3 of 3)**Certification of Direct Costs:**

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

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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable Federal and State requirements. Costs that are non-compliant with the Federal and State requirements are not eligible for reimbursement

Prime Consultant or Subconsultant Certifying:

Name: Alaheswaran Thuraiarajah Title*: President

Signature:  Date of Certification (mm/dd/yyyy): 7/2/2024

Email: A.Thuraiarajah@earthmech.com Phone Number: 714-751-3826

Address: 17800 Newhope Street, Suite B, Fountain Valley, CA 92708

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

List of services the consultant is providing under the proposed contract:

541330 - Geotechnical Engineering
541380 - Laboratory Testing

EXHIBIT 10-H1 COST PROPOSAL (Page 1 of 3)**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

☐ Prime Consultant☒ Subconsultant☐ 2nd Tier Subconsultant

Consultant

Duke CRM

Project No.

TBD

Contract No. TBD

Date 7/2/2024

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal Archaeologist	Curt Duke	14	\$ 80.00	\$ 1,120.00
Senior Archaeologist I	Brian Glenn	30	\$ 48.00	\$ 1,440.00
Senior Archaeologist I	Brian Kussman	24	\$ 43.00	\$ 1,032.00
Associate Archaeologist I	Morgan Beigle	30	\$ 40.00	\$ 1,200.00
Paleontologist II	Adrian Garibay	8	\$ 25.00	\$ 200.00
Archaeologist I	Lauren Biltonen	0	\$ 25.00	\$ -
GIS Technician I/Archaeologist I	Michelle Dominguez	16	\$ 25.00	\$ 400.00
Associate Archaeologist II	Doug McIntosh	12	\$ 50.00	\$ 600.00
Senior Historian	Dana Supernowicz	0	\$ 55.00	\$ -

Total Hours 134

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 5,992.00

b) Anticipated Salary Increases (see page 2 for sample)

\$ -

c) **TOTAL DIRECT LABOR COSTS [(a)+(b)]** \$ 5,992.00**INDIRECT COSTS**

d) Fringe Benefits (Rate)

e) **TOTAL FRINGE BENEFITS [(c) x (d)]** \$ -

f) Overhead (Rate 156.36%)

g) Overhead [(c) x (f)] \$ 9,369.09

h) General and Administrative (Rate)

i) Gen & Admin [(c) x (h)] \$ -

j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ 9,369.09**FIXED FEE**k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10.00%** \$ 1,536.11**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	TOTAL
Cultural Resources Technical Report	1	LS	\$1,409.00	\$1,409.00
Paleontological Memorandum	1	LS	\$500.00	\$500.00
AB 52 Tribal Consultation	1	LS	\$150.00	\$150.00
				\$0.00
				\$0.00

l) **TOTAL OTHER DIRECT COSTS** \$2,059.00**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

m) **TOTAL SUBCONSULTANTS' COSTS** \$0.00n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** \$2,059.00**TOTAL COST [(c) + (j) + (k) + (n)]** \$ 18,956.20**Notes:**

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

EXHIBIT 10-H1 COST PROPOSAL (Page 2 of 3)**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**
(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant	Duke CRM	Contract No.	TBD	Date	7/2/2024
------------	----------	--------------	-----	------	----------

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

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5 year Contract Duration
\$ 5,992.00 /	134	= \$ 44.72	Year 1 avg Hourly rate

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

	Average hourly rate		Proposed Escalation			
Year 1	\$ 44.72	+	4.0%	=	\$ 46.51	Year 2 Avg Hourly Rate
Year 2	\$ 46.51	+	4.0%	=	\$ 48.37	Year 3 Avg Hourly Rate
Year 3	\$ 48.37	+	4.0%	=	\$ 50.30	Year 4 Avg Hourly Rate
Year 4	\$ 50.30	+	4.0%	=	\$ 52.31	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

	Estimated % Completed Each year		Total Hours Per Cost Proposal		Total Hours per Year	
Year 1	100%	*	134	=	134.0	Estimated Hours Year 1
Year 2	0%	*	134	=	0.0	Estimated Hours Year 2
Year 3	0%	*	134	=	0.0	Estimated Hours Year 3
Year 4	0%	*	134	=	0.0	Estimated Hours Year 4
Year 5	0.0%	*	134	=	0.0	Estimated Hours Year 5
Total	100.0%		Total	=	134.0	

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

	Avg Hourly Rate (Calculated above)		Estimated hours (Calculated above)		Cost Per Year	
Year 1	\$ 44.72	*	134.0	=	\$ 5,992.00	Estimated Hours Year 1
Year 2	\$ 46.51	*	0.0	=	\$ -	Estimated Hours Year 2
Year 3	\$ 48.37	*	0.0	=	\$ -	Estimated Hours Year 3
Year 4	\$ 50.30	*	0.0	=	\$ -	Estimated Hours Year 4
Year 5	\$ 52.31	*	0.0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =					\$ 5,992.00	
Direct Labor Subtotal before Escalation =					\$ 5,992.00	
Estimated Total of Direct Labor Salary Increase =					\$ -	Transferred to page 1

Notes:

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

EXHIBIT 10-H1 COST PROPOSAL (Page 3 of 3)**Certification of Direct Costs:**


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

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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable Federal and State requirements. Costs that are non-compliant with the Federal and State requirements are not eligible for reimbursement

Prime Consultant or Subconsultant Certifying:

Name: Curt Duke Title*: President

Signature:  Date of Certification (mm/dd/yyyy): 7/2/2024

Email: curt@dukecrm.com Phone Number: 949-356-6660

Address: 18 Technology Drive, Suite 103, Irvine, CA 92618

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

List of services the consultant is providing under the proposed contract:

Cultural and Paleontological Services related to CEQA/NEPA.

EXHIBIT 10-H1 COST PROPOSAL (Page 2 of 3)**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**

(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant	Kroner Environmental Services	Contract No.	TBD	Date	7/2/2024
------------	-------------------------------	--------------	-----	------	----------

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

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5 year Contract Duration
\$ 10,809.60 /	199	= \$ 54.32	Year 1 avg Hourly rate

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

	Average hourly rate	Proposed Escalation		
Year 1	\$ 54.32	+	4.0%	= \$ 56.49 Year 2 Avg Hourly Rate
Year 2	\$ 56.49	+	4.0%	= \$ 58.75 Year 3 Avg Hourly Rate
Year 3	\$ 58.75	+	4.0%	= \$ 61.10 Year 4 Avg Hourly Rate
Year 4	\$ 61.10	+	4.0%	= \$ 63.55 Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

	Estimated % Completed Each year	Total Hours Per Cost Proposal	Total Hours per Year	
Year 1	100.0%	199	= 199.0	Estimated Hours Year 1
Year 2	0.0%	199	= 0.0	Estimated Hours Year 2
Year 3	0.0%	199	= 0.0	Estimated Hours Year 3
Year 4	0.0%	199	= 0.0	Estimated Hours Year 4
Year 5	0.0%	199	= 0.0	Estimated Hours Year 5
Total	100.0%	Total	= 199.0	

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

	Avg Hourly Rate (Calculated above)	Estimated hours (Calculated above)	Cost Per Year	
Year 1	\$ 54.32	199.0	= \$ 10,809.60	Estimated Hours Year 1
Year 2	\$ 56.49	0.0	= \$ -	Estimated Hours Year 2
Year 3	\$ 58.75	0.0	= \$ -	Estimated Hours Year 3
Year 4	\$ 61.10	0.0	= \$ -	Estimated Hours Year 4
Year 5	\$ 63.55	0.0	= \$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =			\$ 10,809.60	
Direct Labor Subtotal before Escalation =			\$ 10,809.60	
Estimated Total of Direct Labor Salary Increase =			\$ -	Transferred to page 1

Notes:

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

EXHIBIT 10-H1 COST PROPOSAL (Page 3 of 3)**Certification of Direct Costs:**

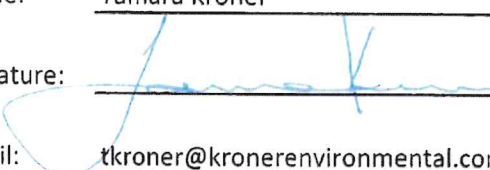
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements.

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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable Federal and State requirements. Costs that are non-compliant with the Federal and State requirements are not eligible for reimbursement

Prime Consultant or Subconsultant Certifying:

Name: Tamara Kroner Title*: President

Signature:  Date of Certification (mm/dd/yyyy): 7/2/2024

Email: tkroner@kronerenvironmental.com Phone Number: 310-474-1500

Address: 10801 National Boulevard, Suite 415, Los Angeles, CA 90064

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

List of services the consultant is providing under the proposed contract:

Environmental site assessments, noise and vibration memo, air quality memo

EXHIBIT 10-H1 COST PROPOSAL (Page 1 of 3)**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Consultant QK

Project No. TBD Contract No. TBD

Date 7/2/2024

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Senior Surveyor	TBD	62	\$ 67.31	\$ 4,173.22
Senior Surveyor	TBD	104	\$ 62.50	\$ 6,500.00
Senior Associate Surveyor	TBD	68	\$ 51.00	\$ 3,468.00
Associate Surveyor	TBD	102	\$ 38.00	\$ 3,876.00
Party Chief	TBD	23	\$ 34.00	\$ 782.00
Chainman	TBD	64	\$ 58.49	\$ 3,743.36
Assistant Project Manager	TBD	64	\$ 51.02	\$ 3,265.28
		Total Hours	487	

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 25,807.86

b) Anticipated Salary Increases (see page 2 for sample)

\$ 309.69

c) **TOTAL DIRECT LABOR COSTS [(a)+(b)]** \$ 26,117.55**INDIRECT COSTS**

d) Fringe Benefits (Rate)

e) **TOTAL FRINGE BENEFITS [(c) x (d)]** \$ -

f) Overhead (Rate 168.24%)

g) Overhead [(c) x (f)] \$ 43,940.17

h) General and Administrative (Rate)

i) Gen & Admin [(c) x (h)] \$ -

j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ 43,940.17**FIXED FEE**k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee:** 10.00% \$ 7,005.77**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	TOTAL
TBD	1	LS	\$0.00	\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

l) **TOTAL OTHER DIRECT COSTS** \$0.00**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

m) **TOTAL SUBCONSULTANTS' COSTS** \$0.00n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** \$0.00**TOTAL COST [(c) + (j) + (k) + (n)]** \$ 77,063.50**Notes:**

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

EXHIBIT 10-H1 COST PROPOSAL (Page 2 of 3)**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**
(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant	QK	Contract No.	TBD	Date	7/2/2024
------------	----	--------------	-----	------	----------

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

Direct Labor Subtotal Per Cost Proposal	Total Hours cost Proposal	Avg Hourly Rate	5 year Contract Duration
\$ 25,807.86 /	487 =	\$ 52.99	Year 1 avg Hourly rate

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

	Average hourly rate		Proposed Escalation			
Year 1	\$ 52.99	+	4.0%	=	\$ 55.11	Year 2 Avg Hourly Rate
Year 2	\$ 55.11	+	4.0%	=	\$ 57.32	Year 3 Avg Hourly Rate
Year 3	\$ 57.32	+	4.0%	=	\$ 59.61	Year 4 Avg Hourly Rate
Year 4	\$ 59.61	+	4.0%	=	\$ 61.99	Year 5 Avg Hourly Rate

3. Calculate estimated hour per year (multiply estimate % each year by total hours)

	Estimated % Completed Each year		Total Hours Per Cost Proposal		Total Hours per Year	
Year 1	70.0%	*	487	=	340.9	Estimated Hours Year 1
Year 2	30.0%	*	487	=	146.1	Estimated Hours Year 2
Year 3	0.0%	*	487	=	0.0	Estimated Hours Year 3
Year 4	0.0%	*	487	=	0.0	Estimated Hours Year 4
Year 5	0.0%	*	487	=	0.0	Estimated Hours Year 5
Total	100.0%		Total	=	487.0	

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

	Avg Hourly Rate (Calculated above)		Estimated hours (Calculated above)		Cost Per Year	
Year 1	\$ 52.99	*	340.9	=	\$ 18,065.50	Estimated Hours Year 1
Year 2	\$ 55.11	*	146.1	=	\$ 8,052.05	Estimated Hours Year 2
Year 3	\$ 57.32	*	0.0	=	\$ -	Estimated Hours Year 3
Year 4	\$ 59.61	*	0.0	=	\$ -	Estimated Hours Year 4
Year 5	\$ 61.99	*	0.0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation =					\$ 26,117.55	
Direct Labor Subtotal before Escalation =					\$ 25,807.86	
Estimated Total of Direct Labor Salary Increase =					\$ 309.69	Transferred to page 1

Notes:

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

EXHIBIT 10-H1 COST PROPOSAL (Page 3 of 3)**Certification of Direct Costs:**

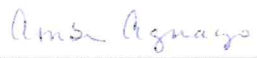
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements.

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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable Federal and State requirements. Costs that are non-compliant with the Federal and State requirements are not eligible for reimbursement

Prime Consultant or Subconsultant Certifying:

Name: Amber Aguayo Title*: CFO/COO

Signature:  Date of Certification (mm/dd/yyyy): 7/2/2024

Email: Amber.Aguayo@qkinc.com Phone Number: 559-449-2400

Address: 601 Pollasky Avenue, Suite 301 Clovis CA 93612

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

List of services the consultant is providing under the proposed contract:

Surveys, Mapping and Right of Way

Exhibit C
Insurance Requirements

PROFESSIONAL SERVICES CONTRACTS

INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability, insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than \$2,000,000 per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability of \$1,000,000 per occurrence including any auto or, if the CONTRACTOR has no owned autos, hired and non-owned auto coverage. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) insurance appropriate to the CONTRACTOR's profession, with limit no less than \$2,000,000 per occurrence or claim, \$3,000,000 aggregate.

B. Specific Provisions of the Certificate

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
 - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of the CONTRACTOR including material, parts, or equipment furnished in connection with such work or operations.*
 - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
 - c. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against the county by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

d. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled by either party, except after written notice has been provided to the County.

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be reviewed by the COUNTY Risk Manager for approval.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

Exhibit D
Revised County General
Agreement Terms and Conditions

**COUNTY OF TULARE'S
GENERAL AGREEMENT TERMS AND CONDITIONS
(Form revision approved as of 01/01/2021)**

1. PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK: CONTRACTOR is not entitled to any payments from COUNTY until the County Department for which services are provided under the Agreement approves services, including any furnished deliverables, as satisfying all of the requirements of this Agreement. Payments to CONTRACTOR by COUNTY shall not excuse CONTRACTOR from its obligation to replace unsatisfactory deliverables, including equipment, components, materials, or services even if the unsatisfactory character of such deliverables, equipment, components, materials, or services may not have been apparent or detected at the time such payment was made. Deliverables, equipment, components, materials and services that do not conform to the requirements of this Agreement may be rejected by COUNTY and in such case must be replaced by CONTRACTOR without delay and at no cost to the COUNTY.

2. DISALLOWANCE: If CONTRACTOR requests or receives payment from COUNTY for services hereunder, reimbursement for which is later disallowed by the State of California or United States Government, CONTRACTOR shall promptly refund the disallowed amount to COUNTY upon COUNTY'S request. At its option, COUNTY may offset the amount disallowed from any payment due or to become due to CONTRACTOR under this Agreement or any other Agreement between CONTRACTOR and COUNTY. CONTRACTOR'S obligations under this section 2 will survive the expiration or termination of this Agreement.

3. LIABILITY OF COUNTY: COUNTY'S payment obligations under this Agreement shall be limited to the payment of the compensation provided for in section 3, "PAYMENT FOR SERVICES," of this Agreement. Notwithstanding any other provision of this Agreement, in no event shall COUNTY be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

4. QUALIFIED PERSONNEL: CONTRACTOR shall utilize only competent personnel under the supervision

of, and in the employment of, CONTRACTOR (or CONTRACTOR'S authorized subcontractors) to perform the services. CONTRACTOR will comply with COUNTY'S reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at COUNTY'S request, must be supervised by CONTRACTOR. CONTRACTOR shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

5. INDEPENDENT CONTRACTOR STATUS: The Parties enter into this Agreement with the express understanding that CONTRACTOR will perform all services required under this Agreement as an independent contractor. The Parties agree that the CONTRACTOR and any of its agents, employees, or officers cannot be considered agents, employees, or officers of COUNTY.

CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this Agreement that they are not employees of COUNTY. Subject to any performance criteria contained in this Agreement, CONTRACTOR will be solely responsible for determining the means and methods of performing the specified services and COUNTY will have no right to control or exercise any supervision over CONTRACTOR as to how the CONTRACTOR will perform the services. As CONTRACTOR is not COUNTY'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular, COUNTY will not:

- (1) Withhold FICA (Social Security) from CONTRACTOR'S payments.
- (2) Make state or federal unemployment insurance contributions on CONTRACTOR'S behalf.
- (3) Withhold state or federal income tax from payments to CONTRACTOR.
- (4) Make disability insurance contributions on behalf of CONTRACTOR.
- (5) Obtain unemployment compensation insurance on behalf of CONTRACTOR.

Notwithstanding this independent contractor relationship, COUNTY will have the right to monitor and

**COUNTY OF TULARE'S
GENERAL AGREEMENT TERMS AND CONDITIONS
(Form revision approved as of 01/01/2021)**

evaluate the performance of CONTRACTOR to assure compliance with this Agreement.

6. COMPLIANCE WITH LAW: CONTRACTOR must provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to CONTRACTOR'S employees, CONTRACTOR must comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

7. LICENSES AND PERMITS: CONTRACTOR represents and warrants that it possesses and will maintain during the term of this Agreement all licenses and permits required for its performance of the services required under this Agreement.

8. GOVERNING LAW: The laws of the State of California, without reference to California conflict of laws principles, govern this Agreement and its interpretation. The Parties agree that this Agreement is made in and will be performed in Tulare County, California.

9. RECORDS AND AUDIT: CONTRACTOR must maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, CONTRACTOR must maintain complete and accurate records with respect to any payments to employees or subcontractors. All of the records must be prepared in accordance with generally accepted accounting procedures, must be clearly identified, and must be kept readily accessible. Upon request, CONTRACTOR must make the records available within Tulare County to the Auditor of Tulare County and to his or her agents and representatives, for the purpose of auditing and/or copying the records for a period of five (5) years from the date of final payment under this Agreement.

10. CONFLICT OF INTEREST:

(a) At all times during the performance of this Agreement, CONTRACTOR must comply with the law of the State of California regarding conflicts of

interests and appearance of conflicts of interests, including, but not limited to, Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which the officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/contractor participates in or influences any COUNTY decision that has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest, with certain narrow exceptions.

(b) CONTRACTOR agrees that if any facts come to its attention that raise any questions as to the applicability of conflicts of interests laws, then it will immediately inform COUNTY and provide all information needed for resolution of this question.

11. INSURANCE: The attached **Exhibit C** outlines the minimum scope, specifications, and limits of insurance required under this Agreement. Additional insured endorsements required as outlined in **Exhibit C** cannot be used to reduce limits available to COUNTY as an additional insured from CONTRACTOR'S full policy limits. Insurance policies cannot be used to limit liability or to limit the indemnification provisions and requirements of this Agreement or act in any way to reduce the policy coverage and limits available from the insurer(s). If CONTRACTOR fails to maintain or renew coverage, or to provide evidence of renewal, then COUNTY may consider that failure a material breach of this Agreement. COUNTY may also withhold any payment otherwise due to CONTRACTOR for failure to provide evidence of renewal until CONTRACTOR provides such evidence.

12. INDEMNIFICATION AND DEFENSE:

(a) To the fullest extent permitted by law, CONTRACTOR must indemnify, defend (at CONTRACTOR'S sole cost and expense and with legal counsel approved by COUNTY, which approval may not be unreasonably withheld), protect and hold harmless COUNTY, all subsidiaries, divisions and affiliated agencies of COUNTY, and all of their

**COUNTY OF TULARE'S
GENERAL AGREEMENT TERMS AND CONDITIONS
(Form revision approved as of 01/01/2021)**

representatives, partners, designees, officers, directors, employees, consultants, agents, successors and assigns, (each, an "Indemnified Party" and collectively, the "Indemnified Parties"), from and against all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs, and all other professional expert or consultants' fees and costs and COUNTY general and administrative expenses) of every kind and nature whatsoever (individually, a "Claim"; collectively, "Claims") which may arise out of, pertain to, or relate (directly or indirectly) to the negligence, recklessness, or misconduct of CONTRACTOR with respect to any work performed or services provided under this Agreement (including, without limitation, the negligent acts, errors and/or omissions of CONTRACTOR, its principals, officers, agents, employees, vendors, suppliers, consultants, sub-consultants, contractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them). CONTRACTOR'S obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an Indemnified Party, then CONTRACTOR'S indemnification obligation shall be reduced in proportion to the established comparative liability.

(b) The duty to defend is a separate and distinct obligation from CONTRACTOR'S duty to indemnify. CONTRACTOR shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, the Indemnified Parties immediately upon tender to CONTRACTOR of the Claim in any form or at any stage of an action or

proceeding, whether or not liability is established. Payment to CONTRACTOR by any Indemnified Party or the payment or advance of defense costs by any Indemnified Party cannot be a condition precedent to enforcing the Indemnified Party's rights to indemnification under this Agreement. An allegation or determination that persons other than CONTRACTOR are responsible for the Claim does not relieve CONTRACTOR from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if CONTRACTOR asserts that liability is caused in whole or in part by the negligence or willful misconduct of an Indemnified Party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an Indemnified Party, then CONTRACTOR may submit a claim to the COUNTY for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the Indemnified Party. CONTRACTOR'S indemnification obligations under this Agreement will survive the expiration or earlier termination of this Agreement until action against the Indemnified Parties for the matter indemnified is fully and finally barred by the applicable statute of limitations or statute of repose. CONTRACTOR'S liability for indemnification under this Agreement is in addition to any liability CONTRACTOR may have to COUNTY for a breach by CONTRACTOR of any of the material provisions of this Agreement. Under no circumstances may the insurance requirements and limits set forth in this Agreement be construed to limit CONTRACTOR'S indemnification obligation or other liability under this Agreement. The terms of this Agreement are contractual and the result of negotiation between the Parties.

(c) CONTRACTOR must indemnify and hold COUNTY harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses, for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by COUNTY, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

However, CONTRACTOR will not be required to so indemnify, defend or hold harmless COUNTY if the suit or

**COUNTY OF TULARE'S
GENERAL AGREEMENT TERMS AND CONDITIONS
(Form revision approved as of 01/01/2021)**

claim results from: (1) COUNTY's alteration of a deliverable, in that such alteration created the infringement upon any presently existing U.S. letters patent or copyright or (2) the use of a deliverable in combination with other material not provided by CONTRACTOR when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

13. TERMINATION:

(a) **Without Cause:** COUNTY may terminate this Agreement without cause by giving thirty (30) days' prior written notice to CONTRACTOR of its intention to terminate under this provision, specifying the date of termination. COUNTY will pay to CONTRACTOR the compensation earned for work satisfactorily performed and not previously paid for to the date of termination. COUNTY will not pay lost anticipated profits or other economic loss. The payment of any compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of all plans, specifications and estimates, and other documents prepared by CONTRACTOR in accordance with this Agreement. COUNTY will not impose sanctions on CONTRACTOR under these circumstances.

(b) **With Cause:** Either Party may terminate this Agreement immediately, by written notice to the other Party, should the other Party:

- (1) Be adjudged a bankrupt, or
- (2) Become insolvent or have a receiver appointed, or
- (3) Make a general assignment for the benefit of creditors, or
- (4) Suffer any judgment that remains unsatisfied for 30 days, and that would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- (5) Materially breach this Agreement.

In addition, COUNTY may terminate this Agreement based on:

- (6) Material misrepresentation, either by

CONTRACTOR or anyone acting on CONTRACTOR'S behalf, as to any matter related in any way to COUNTY'S retention of CONTRACTOR, or

- (7) Other misconduct or circumstances that, in the sole discretion of COUNTY, either impairs the ability of CONTRACTOR to competently provide the services under this Agreement, or exposes COUNTY to an unreasonable risk of liability.

For any of the occurrences except item (5) above, termination may be effected upon written notice by the terminating Party specifying the date of the termination. If CONTRACTOR fails to perform according to the terms and conditions of this Agreement, then COUNTY may, in addition to any other remedy it may have, issue a declaration of default after 10 days written notice to CONTRACTOR.

Upon a material breach, the Agreement may be terminated after the failure of the defaulting Party to remedy the breach to the satisfaction of the non-defaulting Party within 5 days of written notice specifying the breach. If the breach is not remedied within that 5-day period, then the non-defaulting Party may terminate this Agreement on further written notice specifying the date of termination. If the nature of the breach is such that it cannot be cured within a 5-day period, then the defaulting Party may submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting Party consents to that proposal in writing, which consent may not be unreasonably withheld, then the defaulting Party must immediately embark on its plan to cure the default or breach. If the default or breach is not cured within the time agreed, then the non-defaulting Party may terminate this Agreement upon written notice specifying the date of termination.

COUNTY will pay to CONTRACTOR the compensation earned for work satisfactorily performed and not previously paid for to the date of termination. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of all plans, specifications and estimates, and other documents prepared by CONTRACTOR by the date of termination in accordance with this Agreement. COUNTY will not pay for anticipated profits or other economic loss, nor will COUNTY

**COUNTY OF TULARE'S
GENERAL AGREEMENT TERMS AND CONDITIONS
(Form revision approved as of 01/01/2021)**

pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination. If COUNTY terminates this Agreement for cause and the expense of finishing CONTRACTOR'S scope of work exceeds the unpaid balance of the Agreement, then CONTRACTOR must pay the difference to COUNTY. COUNTY may impose sanctions under these circumstances, which may include possible rejection of future proposals based on specific causes of CONTRACTOR'S non-performance.

(c) **Effects of Termination:** Expiration or termination of this Agreement will not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where COUNTY terminates CONTRACTOR'S services, that termination will not affect any rights of COUNTY to recover damages against CONTRACTOR.

(d) **Suspension of Performance:** Independent of any right to terminate this Agreement, the authorized representative of the COUNTY department or agency for which CONTRACTOR'S services are to be performed, may immediately suspend performance by CONTRACTOR, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by CONTRACTOR to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

14. LOSS OF FUNDING: It is understood and agreed that if COUNTY'S funding is either discontinued or reduced for the services to be provided hereunder, then COUNTY will have the right to terminate this Agreement under section 13 (a) ("Termination Without Cause") as of the end of the term for which funds are appropriated. Such termination shall be without penalty, liability, or expense to COUNTY of any kind, provided that COUNTY shall pay CONTRACTOR in accordance with section 13 (a) for services satisfactorily performed prior to the date of such termination and to the extent funds have been appropriated for such payment.

15. SUBMITTING FALSE CLAIMS; MONETARY PENALTIES: Under applicable federal and state law, if CONTRACTOR submits a false claim to COUNTY under this Agreement, then CONTRACTOR will be liable to COUNTY for the statutory penalties set forth in those statutes, including but not limited to statutory fines, treble damages, costs, and attorneys' fees. CONTRACTOR will be deemed to have submitted a false claim to COUNTY if CONTRACTOR:

(a) Knowingly presents or causes to be presented to COUNTY a false claim or request for payment or approval;

(b) Knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by COUNTY;

(c) Conspires to defraud COUNTY by getting a false claim allowed or paid by COUNTY;

(d) Knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to COUNTY; or

(e) Is a beneficiary of an inadvertent submission of a false claim to COUNTY, later discovers the falsity of the claim, and fails to disclose the false claim to COUNTY within a reasonable time after discovery of the false claim.

16. FORM DE-542: If CONTRACTOR is an individual, CONTRACTOR acknowledges that this Agreement is subject to filing obligations under Unemployment Insurance Code Section 1088.8. Accordingly, COUNTY has an obligation to file a report with the Employment Development Department, which report will include CONTRACTOR'S full name, social security number, address, the date this Agreement was executed, the total amount of the Agreement, its expiration date or whether it is ongoing. CONTRACTOR agrees to cooperate with COUNTY to make that information available and to complete Form DE- 542. Failure to provide the required information may, at COUNTY'S option, prevent approval of this Agreement, or be grounds for termination by COUNTY.

17. WORKS FOR HIRE: CONTRACTOR acknowledges that all work(s) under this Agreement are "work(s) for hire" within

**COUNTY OF TULARE'S
GENERAL AGREEMENT TERMS AND CONDITIONS
(Form revision approved as of 01/01/2021)**

the meaning of the United States Copyright Act (Title 17 United States Code) and hereby assigns to COUNTY all rights and interests CONTRACTOR may have in the work(s) it prepares under this Agreement, including any right to derivative use of the work(s). All software and related materials developed by CONTRACTOR in performance of this Agreement for COUNTY will be the sole property of COUNTY, and CONTRACTOR hereby assigns and transfers all its right, title, and interest therein to COUNTY. CONTRACTOR will execute all necessary documents to enable COUNTY to protect COUNTY'S intellectual property rights under this section. CONTRACTOR shall not be held liable for any modification or re-use by COUNTY of delivered works for hire on other projects without first involving and obtaining the approval of CONTRACTOR.

18. WORK PRODUCT: All work product, equipment, or materials created for COUNTY or purchased by COUNTY under this Agreement belong to COUNTY and CONTRACTOR must immediately deliver them to COUNTY at COUNTY'S request upon termination or completion of this Agreement.

19. TIME OF ESSENCE: The Parties agree that time is of the essence under this Agreement, unless they agree otherwise in writing.

20. CONFIDENTIALITY: Unless required to do so by law, CONTRACTOR may not use or disclose any information it receives from COUNTY under this Agreement that COUNTY has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Agreement or as authorized in advance by COUNTY. Unless required to do so by law, including, but not limited to, the Ralph M. Brown Act or the California Public Records Act, COUNTY may not disclose to third parties any information it receives from CONTRACTOR that CONTRACTOR has previously identified as confidential. If COUNTY determines that it must disclose any information that CONTRACTOR previously identified as confidential, then it shall promptly give CONTRACTOR written notice of its intention to disclose such information and the authority for such

disclosure. CONTRACTOR shall have period of five (5) calendar days thereafter within which to seek a protective court order to prevent such disclosure or to notify COUNTY that it will not seek such an order. COUNTY shall cooperate with CONTRACTOR in any efforts to seek such a court order. COUNTY shall not disclose the information until the five (5) day period has expired without a response from CONTRACTOR, or CONTRACTOR has notified COUNTY that it will not seek such an order, or CONTRACTOR has sought and a court has declined to issue a protective order for such information. If CONTRACTOR seeks a protective order for such information, CONTRACTOR shall defend and indemnify COUNTY from any and all loss, injury, or claim arising from COUNTY'S withholding of the information from the requestor. This includes any attorney's fees awarded to the requestor. The duty of COUNTY and CONTRACTOR to maintain confidentiality of information under this section continues beyond the term of this Agreement.

21. ASSIGNMENT/SUBCONTRACTING: Unless otherwise provided in this Agreement, COUNTY is relying on the personal skill, expertise, training and experience of CONTRACTOR and CONTRACTOR'S employees and no part of this Agreement may be assigned or subcontracted by CONTRACTOR without the prior written consent of COUNTY, which consent COUNTY may grant, delay, deny, or condition in its absolute discretion.

22. DISPUTES AND DISPUTE RESOLUTION: (a) CONTRACTOR shall continue with its responsibilities under this Agreement during any dispute.

(b) **Informal Negotiations.** If a dispute arises out of or relating to this Agreement, or the breach of the Agreement, then the Parties shall make their best efforts to informally resolve such disputes. To foster a spirit of cooperation and efficiency in the administration of this Agreement, disputes between the Parties shall first be subjected to a good faith negotiations process as follows:

- (1) The aggrieved Party shall give the other Party, as soon as possible after the event giving rise to the concern, written notice setting forth, with specificity, the issues to be resolved. Notice shall be provided consistent with the terms of the Agreement. Said notice shall suggest a date, time and place for the negotiations session. The Parties may jointly decide to meet at another time and

**COUNTY OF TULARE'S
GENERAL AGREEMENT TERMS AND CONDITIONS
(Form revision approved as of 01/01/2021)**

place; provided, however, the Parties agree that such negotiations session shall commence within fifteen (15) calendar days after the date that the original notice was given to the applicable Party, unless the Parties agree that there is good cause to extend this time limit.

(2) The Parties agree that the negotiations session(s), including proceedings or discussions concerning the proposed negotiations session(s), are to be considered confidential settlement negotiations for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. All conduct, statements, promises, offers, views and opinions, oral or written, made during a negotiations session by any Party or a Party's agent, employee, or attorney shall be deemed to be confidential and shall not be subject to discovery or admissible for any purpose, including impeachment, in any litigation or other proceeding, including mediation and non-binding arbitration, involving the Parties; provided, however, that evidence otherwise subject to discovery or otherwise admissible is not excluded from discovery or admission into evidence simply as a result of it having been used in connection with the negotiations session(s).

(3) Absent mutual consent of the Parties, if a noticed negotiations session fails to commence within the fifteen (15) calendar day period, or if a reasonable attempt to schedule or re-schedule the negotiations session has not been made within those fifteen (15) calendar days, then the negotiations obligation imposed under this Section shall be deemed to have been satisfied and the Parties shall be free to pursue their rights and remedies under this Section 22, unless the reason for such failure to convene a negotiations session is the refusal of the Party asserting a claim to participate in

the negotiations session, in which event said claim will be deemed to have been waived.

(4) If the dispute is not resolved to the satisfaction of the Parties within thirty (30) calendar days after the first negotiations session, then upon the written request of either Party, the dispute may be submitted to non-binding mediation in accordance with this Section 22 ("Mediation Request").

(c) **Mediation.** If a dispute arising out of or relating to this Agreement is not resolved through the above-described negotiations process, then within thirty (30) days after notice is provided through a Mediation Request, the Parties shall participate in non-binding mediation administered by a mediator to help mediate and settle the dispute as soon as practicable. The mediation shall proceed as follows:

(1) The mediation shall be held at a mutually agreeable location within Tulare County, California.

(2) The Parties shall mutually select the mediator, who shall be an attorney currently licensed to practice law in the State of California, or be a retired federal or state judge or magistrate. If the Parties disagree on selection of the mediator, then the Parties will select the mediator by lot from among two nominations provided by each Party.

(3) The mediator shall meet with and hear presentations by the Parties as soon as practicable after appointment.

(4) Mediation will be conducted consistent with California Evidence Code Sections 1115- 1128. The mediator shall owe a professional duty to both Parties, and shall be barred from testifying in any litigation concerning any information obtained or disclosed in the course of the mediation.

(5) Each side shall bear its own costs and attorneys' fees, and one-half of all fees and expenses of the mediator.

**COUNTY OF TULARE'S
GENERAL AGREEMENT TERMS AND CONDITIONS
(Form revision approved as of 01/01/2021)**

(6) Unless otherwise agreed upon by the Parties in writing, the mediation shall be completed within thirty (30) days of the selection of the mediator.

(7) The Parties agree that the mediation, including proceedings or discussions concerning the mediation, is to be considered a confidential settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. All conduct, statements, promises, offers, views and opinions, oral or written, made during the mediation by any Party or a Party's agent, employee, or attorney shall be deemed to be confidential and shall not be subject to discovery or admissible for any purpose, including impeachment, in any litigation or other proceeding, including and non-binding arbitration, involving the Parties; provided, however, that evidence otherwise subject to discovery or admissible is not excluded from discovery or admission into evidence simply as a result of it having been used in connection with the mediation.

(8) The mediator's decision shall not be binding on or admissible against either Party. If mediation fails to resolve the dispute.

23. PROPERTY TAXES: Under the terms of California Revenue and Taxation Code section 107.6 (possessory interest tax), CONTRACTOR'S possession or use of any COUNTY-owned real property under this Agreement may create a "possessory interest" in the real property. If a possessory interest is created, then it may be subject to property taxation and CONTRACTOR may be subject to the payment of property taxes on that possessory interest.

24. FURTHER ASSURANCES: Each Party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this Agreement.

25. CONSTRUCTION: This Agreement reflects the contributions of all Parties and so the provisions of Civil Code section 1654 will not apply to address and interpret any alleged uncertainty or ambiguity.

26. HEADINGS: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning, or intent of the provisions under the headings.

27. NO THIRD-PARTY BENEFICIARIES INTENDED: Unless specifically set forth, the Parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

28. WAIVERS: The failure of either Party to insist on strict compliance with any provision of this Agreement will not be considered a waiver of any right to do so, whether for that breach or any later breach. The acceptance by either Party of either performance or payment will not be considered a waiver of any preceding breach of the Agreement by the other Party.

29. ORDER OF PRECEDENCE: In the event of any conflict or inconsistency between or among the body of the Agreement (which includes these "General Agreement Terms and Conditions") and any Exhibit, Schedule, or Attachment, then the terms and conditions of the body of the Agreement shall prevail.

**COUNTY OF TULARE'S
GENERAL AGREEMENT TERMS AND CONDITIONS
(Form revision approved as of 01/01/2021)**

30. CONFLICT WITH LAWS OR REGULATIONS/

SEVERABILITY: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the Parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision will be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either Party is lost, then the Agreement may be terminated at the option of the affected Party. In all other cases, the remainder of the Agreement will continue in full force and effect.

31. ENTIRE AGREEMENT: This Agreement represents the entire agreement between CONTRACTOR and COUNTY as to its subject matter and no prior oral or written understanding will be of any force or effect. No part of this Agreement may be modified without the written consent of both Parties.

32. ASSURANCES OF NON-DISCRIMINATION: CONTRACTOR must not discriminate in employment or in the provision of services based any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation. The Parties recognize that both CONTRACTOR and COUNTY have the responsibility to protect COUNTY employees and clients from unlawful activities, including discrimination and sexual harassment in the workplace. Accordingly,

CONTRACTOR agrees to provide appropriate training to its employees regarding discrimination and sexual harassment issues, and to promptly and appropriately investigate any allegations that any of its employees may have engaged in improper discrimination or harassment activities. COUNTY, in its sole discretion, has the right to require CONTRACTOR to replace any employee who provides services of any kind to COUNTY under this Agreement with other employees where COUNTY is concerned that its employees or clients may have been or may be the subjects of discrimination or harassment by such employees. COUNTY'S right to require replacement of employees under this section does not preclude COUNTY from terminating this Agreement with or without cause as provided for under this Agreement.

33. DRUG-FREE WORKPLACE POLICY: CONTRACTOR acknowledges that under the Federal Drug-Free Workplace Act of 1989 and the California Drug-Free Workplace Act of 1990, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on COUNTY premises. CONTRACTOR agrees that any violation of this prohibition by CONTRACTOR, its employees, agents, or assigns will be deemed a material breach of this Agreement.

34. RECYCLED PAPER CONTENT: To the extent CONTRACTOR'S services under this Agreement include printing services, pursuant to Public Contract Code section 22153 CONTRACTOR shall use paper that meets the recycled content requirements of Public Contract Code section 12209.

Exhibit E

Additional Terms & Conditions for Federally Funded Contracts

COUNTY OF TULARE
ADDITIONAL TERMS & CONDITIONS FOR FEDERALLY FUNDED CONTRACTS
For Awards Issued on or After November 12, 2020.
(Form revision approved September 2022)

FEDERALLY-FUNDED AGREEMENTS. COUNTY will be paying for the goods or services to be provided under this Agreement, in whole, or in part, with Federal grant funds, so the following additional terms and conditions will apply to this Agreement, if applicable as noted:

(1) Equal Employment Opportunity (FOR CONSTRUCTION WORK)

Except as otherwise provided under 41 CFR Part 60, if this Agreement meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, then during the performance of this Agreement, the CONTRACTOR agrees as follows: (1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR'S legal duty to furnish information. (4) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers'

representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, order of the Secretary of Labor, or as otherwise provided by law. (8) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the COUNTY may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the COUNTY, then the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States. The COUNTY further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

The COUNTY agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will

COUNTY OF TULARE
ADDITIONAL TERMS & CONDITIONS FOR FEDERALLY FUNDED CONTRACTS
For Awards Issued on or After November 12, 2020.
(Form revision approved September 2022)

furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The COUNTY further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the COUNTY agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the COUNTY under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from the COUNTY; and refer the case to the Department of Justice for appropriate legal proceedings.

The CONTRACTOR and each of its subcontractors shall include the equal opportunity clause in each of its subcontracts.

(2) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). (FOR CONSTRUCTION WORK). If this Agreement involves payment for construction services in excess of \$2,000, then the CONTRACTOR must comply with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the Davis-Bacon Act, the CONTRACTOR is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the U.S. Secretary of Labor. In addition, the CONTRACTOR is required to pay wages not less than once a week. The COUNTY must provide CONTRACTOR with a copy of the current prevailing wage determination issued by the U.S. Department of Labor with respect to the services to be provided under the subject Agreement. The CONTRACTOR’S execution of the subject Agreement constitutes the CONTRACTOR’S acceptance of the wage determination. The COUNTY must report all suspected or reported violations to the Federal awarding agency.

(3) Copeland “Anti- Kickback” Act (40 U.S.C. 3145). (FOR CONSTRUCTION WORK GREATER THAN \$2000). CONTRACTOR must comply with the Copeland “Anti- Kick- back” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Under the Copeland “Anti- Kickback” Act, the CONTRACTOR and all subcontractors are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The COUNTY must report all suspected or reported violations to the Federal awarding agency.

(4) Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).

(FOR AGREEMENTS >\$100,000 THAT USE MECHANICS OR LABORERS). If this Agreement involves payments for services in excess of \$100,000 that include the employment of mechanics or laborers, then the CONTRACTOR must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5):

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The County shall upon its own action or upon written

request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section."

Further Compliance with the Contract Work Hours and Safety Standards Act: For contracts only subject to Contract Work Hours and Safety Standards Act and not subject to the other statutes in 29 C.F.R. § 5.1, the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(5) **Rights to Inventions Made Under a Contract or Agreement (FOR FUNDING AGREEMENTS FOR EXPERIMENTAL, DEVELOPMENTAL OR RESEARCH WORK).** If the Federal award supporting payments for services under this Agreement meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the Agreement is with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," then the COUNTY and the CONTRACTOR recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions

Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(6) **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended (FOR AGREEMENTS >\$150,000).** If this Agreement involves payments for services in excess of \$150,000, then the CONTRACTOR must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(7) **Debarment and Suspension (Executive Orders 12549 and 12689) (FOR ALL AGREEMENTS >\$25,000).** By execution of this Agreement, CONTRACTOR certifies to the COUNTY that it is not a party listed on the government-wide exclusions list in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension," and is not debarred, suspended, or otherwise excluded from the award of a federally-supported contract under statutory or regulatory authority other than Executive Order 12549.

(8) **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (FOR ALL AGREEMENTS >\$100,000).** If this Agreement involves payments for services in excess of \$100,000, then by execution of this Agreement, the CONTRACTOR certifies to the COUNTY that it will not and has not used Federally-appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. The CONTRACTOR must also disclose to the COUNTY is writing any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

(9) **Procurement of recovered materials (FOR AGREEMENTS >\$10,000 FOR CONTRACTORS WHO MUST COMPLY WITH SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT).** Pursuant to 2 CFR § 200.323, the COUNTY and the CONTRACTOR must comply with section 6002 of the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative

procurement program for procurement of recovered materials identified in the EPA guidelines.

(10) Records Retention and Access (ALL AGREEMENTS). Pursuant to 2 CFR §§ 200.333 through 200.337, the following provisions regarding Records Retention and Access will apply to this Agreement:

(A) Retention requirements for records.

CONTRACTOR must retain all financial records, supporting documents, statistical records, and all other of its records pertinent to this Agreement for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or COUNTY. The only exceptions to the 3 year limit are the following:

(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(b) When the CONTRACTOR is notified in writing by the COUNTY or Federal awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs to extend the retention period.

(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

(d) When records are transferred to or maintained by the COUNTY, or Federal awarding agency, the 3-year retention requirement is not applicable to the CONTRACTOR.

(e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the CONTRACTOR'S fiscal year in which the program income is earned.

(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at

which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the COUNTY or the Federal Government to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the COUNTY or Federal Government for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

(B) Methods for collection, transmission, and storage of information.

In accordance with the May 2013 Executive Order on Making Open and Machine Readable the New Default for Government Information, the Federal awarding agency and the CONTRACTOR should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine readable formats rather than in closed formats or on paper. The Federal awarding agency or COUNTY must always provide or accept paper versions of Federal award-related information to and from the CONTRACTOR upon request. If paper copies are submitted, the Federal awarding agency or COUNTY must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

(C) Access to records.

(a) Records of CONTRACTOR. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the COUNTY, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the CONTRACTOR which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the CONTRACTOR'S personnel for the purpose of interview and discussion related to such documents.

(b) Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the CONTRACTOR and the Federal awarding agency or COUNTY. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate.

(c) Expiration of right of access. The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and COUNTY must not impose any other access requirements upon CONTRACTOR.

(11) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (ALL AGREEMENTS WITH FUNDS AWARDED ON OR AFTER NOVEMBER 12, 2020) CONTRACTOR must comply with 2 CFR § 200.216, the prohibition of obligating or expending loan or grant funds to procure or obtain, enter into a contract to procure or obtain certain equipment, services or systems that uses "covered telecommunications equipment" as defined in CFR §200.216 (3), or services as a substantial or essential component of any system

(12) Domestic Preferences For Procurement (ALL AGREEMENTS WITH FUNDS AWARDED ON OR AFTER NOVEMBER 12, 2020) Pursuant to 2 CFR § 200.322, CONTRACTOR shall, as appropriate and to the extent consistent with law, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

(13) Use Of DHS Seal, Logo, And Flags. (ALL AGREEMENTS) The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

(14) Compliance With Federal Law, Regulations and Executive Orders (ALL AGREEMENTS). This is an

acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives

(15) No Obligation by Federal Government. (ALL AGREEMENTS). The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(16) Program Fraud and False or Fraudulent Statements or Related Acts. (ALL AGREEMENTS). The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

(17) Affirmative Socioeconomic Steps. (ALL AGREEMENTS) If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(18) License and Delivery of Works Subject to Copyright and Data Rights (ALL AGREEMENTS INVOLVING CREATION OF COPYRIGHTABLE MATERIAL) The Contractor grants to the COUNTY OF TULARE, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the COUNTY OF TULARE or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the COUNTY OF TULARE data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the COUNTY OF TULARE.

(19) Payment for Services. This project may be partially funded with Federal funds and therefore requires full compliance with Title 2 of the Code of Federal Regulations, §200.218 through 200.326 AND the County Purchasing Ordinance.