

**COUNTY OF TULARE
PROFESSIONAL ENGINEERING CONSULTING SERVICES
FOR THE AVENUE 56 PERMANENT RESTORATION IMPROVEMENTS PROJECT**

THIS AGREEMENT ("Agreement") is entered into as of March 18, 2025, between the COUNTY OF TULARE, a political subdivision of the State of California ("COUNTY"), and Dewberry Engineers Inc. ("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 Avenue 56 Permanent Restoration Improvements Project (the "Project") located within Tulare County. These consultant services are to include project management, environmental analysis and support, preliminary engineering, design and development of plans, specifications, and estimate ("PS&E"), bid and construction support, environmental monitoring during construction, and other compliance tasks as described per the attached **Exhibit A** ("Scope of Work"), to the satisfaction of the COUNTY, State of California ("State"), Federal Highway Administration ("FHWA") and other jurisdictional agencies. CONTRACTOR shall document the results of the work to the satisfaction of the COUNTY, the State and FHWA. 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 precedence.

THE PARTIES AGREE AS FOLLOWS:

1. **TERM:** This Agreement becomes effective as of March 18, 2025 and expires at 11:59 PM on 1/31/2030, 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 and environmental support 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"), 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 fees. These rates may be adjusted annually at the start of each calendar year at the escalation rates approved by the County and shown on Exhibit B.
 - 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 triplicate. Invoices shall be submitted no later than forty-five (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 due COUNTY that include any equipment purchased under the provisions of Exhibit E of this Agreement. The final invoice should be submitted within sixty (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 SEVEN HUNDRED TWENTY SIX THOUSAND DOLLARS AND FIFTY SEVEN CENTS (\$726,000.57) for primary services and FOUR HUNDRED SIXTY SIX THOUSAND SEVEN HUNDRED FORTY TWO DOLLARS AND TWENTY SIX CENTS (\$466,742.26) for optional services, for a total of ONE MILLION ONE HUNDRED NINETY TWO THOUSAND SEVEN HUNDRED FORTY TWO DOLLARS AND EIGHTY THREE CENTS (\$1,192,742.83).

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 ascer-taining 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.

It is mutually agreed by the Parties that if suffi-cient funds are not appropriated to cover the full balance of anticipated Preliminary Engineering funds, work may be temporarily suspended until an appropriation of sufficient funds is

received by the COUNTY or this Agreement may be 2 amended to reflect a reduction in funds. COUNTY has the option to void the Agreement under the thirty (30) day termination clause or by mutual agreement 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 “General Agreement Terms and Conditions” are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY’S “General Agreement Terms and Conditions” can be viewed at:
<https://tularecountycounsel.org/main/public-information/>

6. ADDITIONAL EXHIBITS: CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are attached hereto and incorporated herewith as 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	Additional terms and conditions for federally funded contracts.
<input checked="" type="checkbox"/>	Exhibit E	Mandatory fiscal and federal provisions required by Caltrans for federally funded projects
<input checked="" type="checkbox"/>	Exhibit F	Consultant Proposal DBE Commitment (Caltrans Exhibit 10-01)
<input checked="" type="checkbox"/>	Exhibit G	Consultant Contract DBE Commitment (Caltrans Exhibit 10-02)
<input checked="" type="checkbox"/>	Exhibit H	Exhibit 10-I Notice to Proposers DBE Information

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: Michael Winton, 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) 730-2653

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

CONTRACTOR:

Dewberry Engineers Inc.
575 East Locust Avenue, Suite 204
Fresno CA 93720

Phone No.: 559-493-5343

(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.

[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.

Date: 2/26/25 By [Signature]
Print Name M. Lee Pugh
Title Vice President

Date: 2/26/25 By [Signature]
Print Name John Hoole
Title Business Unit Manager

[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.]

Date: 3/18/2025 By [Signature]
Pete Vander Poel, Chair, Board of Supervisors

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

Date: 3/18/2025 By [Signature]
Deputy Clerk



Approved as to Form
County Counsel

Date: 2-28-25 By [Signature]
Deputy

Matter # 2024627

Exhibit A

Scope of Work

4. PROPOSED SCOPE OF WORK

Dewberry has developed the following detailed scope of services to implement our approach and ready this project for construction. Our scope of work is based on years of experience in providing project management, engineering, and environmental services on successful roadway reconstruction projects similar to the Avenue 56 Permanent Restoration Improvements Project. We have indicated within our scope the firm (Dewberry or subconsultant) that will be leading the effort on the work described in each task. Our proposed schedule is provided at the end of the scope.

Task 1 – Project Management

1.1 Project Management

Dewberry will manage project tasks including work needed to:

- Lead, direct, coordinate, and monitor the Dewberry team.
- Prepare for, attend, and document project kick-off meeting, field review, monthly team meetings, and action items. Dewberry will provide Tulare County with meeting notes for each meeting.
- Prepare, coordinate, and maintain (update) a critical path method schedule using MS Project including identifying major delivery milestones and tasks.
- Miscellaneous coordination and support including assisting the County with meetings and coordination efforts with property owners.

Prepare monthly invoices including a summary of specific work completed (including breakdown of hours by task to assist County with budget tracking)

- Prepare monthly progress reports (to be submitted with monthly invoices) including discussion of critical items or decisions, recommendations to address items work accomplished during that month and anticipated work for the following month

It is anticipated that project development team (PDT) virtual meetings will be held monthly between the Dewberry team, County, and sub-consultants (as needed). Dewberry will prepare and distribute the meeting agenda including confirming all necessary participants are invited and have access to join the meeting (for virtual meetings) including arranging all meeting times, locations, etc. Consultant will prepare and distribute meeting minutes to all participants within five working days after the meeting. The meeting minutes will include an updated schedule (if necessary) and a list of "Action Items" explaining the action, when it is due, who is responsible, and the date it was completed.

1.2 Quality Control/Quality Assurance

Dewberry will have a quality control plan for the project to confirm design calculations, exhibits, plans, reports, etc. are independently checked, corrected and "back-checked" for accuracy, completeness, and constructability.

1.3 Existing Document Review

Dewberry will review all available information regarding the existing irrigation facilities, federal paperwork, and site including data provided by Tulare County. Information taken from our research and previous site visits will assist us in determining the best design approach. This data will later be used during alternatives analysis efforts described in Task 3.

1.4 Project Coordination

Dewberry will coordinate with project stakeholders including the Alpaugh Irrigation District regarding improvements to their culvert crossing and Caltrans D6. It's assumed that a Caltrans double encroachment permit will be required for advance construction signage being placed within Caltrans access control right of way.

Task 2 – Surveys, Mapping, and Right-of-Way

The County will complete a pavement overlay project in the upcoming months. Once the overlay project is complete, the Unico will complete a topographic survey and provide an updated topographic survey file to Dewberry to use for final design. The County will

prepare the plats and legals for land acquisitions.

2.1 Project Survey Control

UNICO will utilize the existing project control set by Tulare County. It is expected the control will be derived from approved California Coordinate System, NAD83, Zone IV horizontal and NAVD88 vertical datums. UNICO will set durable project control points for utilization of all surveys, right of way surveys, monument surveys, perpetuation surveys and for future construction control, including a minimum of three (3) points outside of the project limits.

TASK 2.1 DELIVERABLES

- Survey Report and Control Diagram

2.2 Permission to Enter Coordination

UNICO will work with design team to obtain permission to enters as necessary with property owners based on the survey needs. UNICO will assist with schedules, communication and general information to be provided to property owners. UNICO will work with County to apply for and process Encroachment Permit for the project.

2.3 Topographic Surveys

UNICO will perform full topographic survey of the entire project segment as requested by design team. UNICO will locate and map topographic features necessary to complete the design and construction. Items that will require surveys include, but are not limited to, edge of pavement, crown, striping, shoulders, ditches, driveways, fences, poles, signs, culverts, drainage, surface features and conforms, visible utilities, trees, driveways, inverts and other detailed topography. UNICO will survey the full roadway segment and beyond the right of way approximately 15 feet, where accessible. UNICO will perform base mapping of all topographic information to include mapping, 1' contours and resolved 3D surface in an AutoCAD based drawing.

Deliverables:

- Topographic Survey Base File
- Points File

Traffic Control

UNICO will set up and maintain approved traffic control at all times while performing field surveys.

2.4 Property Surveys and Resolution (Optional)

To establish the right of way and adjacent property boundaries, UNICO will research record maps, deed documents and other record information of the right of way and property boundaries. UNICO will perform a field survey to locate monuments of record to resolve and map the record right of way, easements and adjacent property boundaries. To best resolve the boundaries, UNICO will request title reports be provided by County or right of way team for all properties that may be impacted by the project to best determine parcel boundaries, right of way, additional easements or other boundary constraints. It is estimated that sixteen (16) properties may be impacted by the project.

Deliverables:

- Record Maps and Deed Documents
- Field Surveys

2.5 Base Map Preparation and Record Survey (Optional)

UNICO will prepare an overall Land NET Right of Way and boundary base drawing in County standard AutoCAD format based from record information, dedications, easements, title exceptions and field observed information. Base map will be prepared in imperial units for insertion into the main topographic survey base file. Base map will be prepared with sufficient detail so as to prepare plats and legal descriptions as needed for acquisition or easement purposes.

As part of future monument perpetuation in accordance with Section 8771 of the Professional Land Surveyors Act in the Business and Professionals Code of the State of California, UNICO will survey and show all monuments in the AutoCAD base file that are found within the project limits. This will allow for insertion into the design plan set for pre and post construction monument perpetuation activities.

It may be deemed necessary to file a Record of Survey. If necessary, UNICO will prepare and file a Record of Survey of its resolution of the right of way and adjacent property sidelines. UNICO will prepare and submit Record of Survey with County Surveyor for Map Check Review. Upon approval, UNICO will prepare final Record of Survey on mylar for recordation. All Map Check and Recording fees will be the responsibility of the County.

2.6 Acquisition Staking (Optional)

UNICO will set "show me stakes" along all affected parcels for proposed right of way, easements, temporary construction easements (TCE) at intervisible locations as a visual aid to private property owners. Stakes will be clearly marked and flagged. UNICO will take pictures and prepare notes and sketches of staking layout. It is expected that access will be provided for all staking activities.

2.7 Right of Way Acquisition Support (Plats and Legal Descriptions) (Optional)

UNICO will prepare plats, legal descriptions and closure calculations as needed for the project. It is estimated that 16 parcels will be affected by the project that will require right of way, easements, and temporary construction easements (TCE). The exact number and locations will be better understood during design. For this proposal, UNICO will assume that a total of thirty two (32) plats and legal descriptions will be needed. UNICO will request exhibits and CAD files be provided by design team for the preparation of all plats and legal descriptions. UNICO will prepare preliminary plats and legal descriptions for review. Upon approval, UNICO will prepare final signed and stamped PDF plats and legal descriptions.

TASK 2.7 DELIVERABLES

- PDF Plats and Legal Descriptions (32)

2.8 Right-of-Way Acquisition Support Dewberry will prepare right of way appraisal exhibits for utility, drainage, slope, and other factors that may affect the project that will require right of way, easements, and temporary construction easements (TCE).

TASK 2.8 DELIVERABLES

- PDF Appraisal Exhibits

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

This task includes work required to develop the preliminary roadway and structural plans and estimate for the preferred alignment for budgeting and funding purposes, right-of-way acquisition, environmental approval, permitting, and final design. This work includes the following:

3.1 Preliminary Utility Coordination

Dewberry will prepare and mail (on County letterhead) Utility Mapping Request and Claim Letters. Utilities known to operate in the vicinity of the project will be contacted. Dewberry will map the existing utilities based on as-built plans, utility maps, field observation, and topographic surveys of above-ground utilities. Dewberry will continue to coordinate with utility agencies through final design as described in Task 6.

3.2 Prepare Planning Study Drawing

3.2.1 PREPARE ROADWAY PLANNING STUDY DRAWING

Dewberry will prepare the 35% roadway design submittal showing the initial design concept and how major components of the project will be addressed to facilitate County approval of the roadway geometrics. Identification of project impacts, (i.e. right-of-way requirements including temporary easements for construction and utility relocations) are key objectives of the 35% design. Plans will be prepared in conformance with County and AASHTO ("A Policy on Geometric Design of Highways and Streets") standards. Proposed roadway structural sections will be based on pavement design methods from the Caltrans Highway Design Manual and project Geotechnical Engineer input. Proposed geometry and sections will be based on 20-year future ADT and native material R-values based on geotechnical findings.

3.2.2 PREPARE STRUCTURES PLANNING STUDY DRAWING

Cornerstone will develop a culvert general plan depicting the layout of the culvert extension and headwalls with sufficient detail to develop a preliminary cost estimate of the proposed structure for use in the Project Memorandum. Cornerstone will further evaluate the structure alternative considering the structure type and with respect to the hydraulic and geotechnical analyses performed by others. Foundation types will be examined for constructability. Throughout this evaluation, constructability will be considered, and modifications will be made to maximize constructability and minimize overall project costs. The proposed Culvert General Plan will be included as an appendix to the Structural Project Memorandum.

TASK 3.2 DELIVERABLES:

- Title Sheet
- Preliminary Typical Sections
- Preliminary Roadway Plan and Profile Sheets
- Preliminary Drainage Plans
- Utility Plans
- Culvert General Plan
- Right of Way Constraints Exhibit

3.3 Prepare Planning Estimates

The Dewberry team will prepare an engineer's estimate of probable cost. Costs will be based on preliminary quantities developed in general conformance with the most recent and relevant Caltrans Cost Data, Dewberry's cost data, County's cost data, and will include a contingency amount of 15%.

3.4 Prepare Draft and Final Project Memorandum

3.4.1 PREPARE DRAFT AND FINAL ROADWAY PROJECT MEMORANDUM

Dewberry will prepare a technical memorandum for review by the County and Caltrans (report to be submitted electronically with no "hard copies" provided) that includes:

- Summary of the components of each alternative including preliminary plans, right-of-way (ROW) requirements, including temporary easements for construction, construction staging and access, utility relocation and accommodation, drainage design, summary of geotechnical findings, structural section design, and anticipated design exceptions (if applicable)
- Discussion of the pros and cons of each alternative including recommended alternative based on consideration of primary factors (e.g., permitting, ROW, utility impacts, schedule, etc.)
- Preliminary quantities and estimated construction cost for each alternative
- List of issues to be resolved during final design
- List of design decisions needed by the County
- List of issues that require resolution during final design

3.4.2 PREPARE DRAFT AND FINAL STRUCTURES PROJECT MEMORANDUM

Cornerstone will develop a memorandum that summarizes the project constraints, including project design criteria, stakeholder criteria, and constructability issues. Based on the identified project constraints, Cornerstone will develop a proposed structure type for consideration in the project environmental documents and final design.

3.4.3 PRELIMINARY ENGINEERING MEETING

Dewberry team will prepare for and attend a project Preliminary Engineering Meeting virtually. The Preliminary Engineering meeting will be used to discuss the overall project, the proposed structure, and critical project decisions that will be required for final design. Attendees at the Preliminary Engineering Meeting will be the Dewberry Team and the County's staff.

TASK 3.4 DELIVERABLES

- Draft Project Memorandum
- Final Project Memorandum

Task 4 – Field Exploration, Geotechnical Engineering and Reporting

4.1 Review of Existing Data

The geotechnical scope of work will include review of any readily available geologic and geotechnical work near the site; a field exploration and laboratory testing program; development of a Preliminary Geotechnical Design Report (PGDR); and analysis to support the preparation of a design-level Geotechnical Design Report (GDR) for the roadway widening.

4.2 Geotechnical and Materials Report

The geotechnical investigations, laboratory testing, geotechnical analyses, studies, foundation designs, roadway structural sections, recommendations, and associated documentation will be presented in GDRs conforming to Caltrans requirements in accordance with the latest edition of Caltrans' Report Preparation Guidelines. The purpose of the GDR is to provide geotechnical recommendations and opinions to aid in project design.

The PGDR will summarize the field and laboratory programs and provide comments and preliminary recommendations to support a typical 65% design phase and will follow Caltrans guidelines. The PGDR will be updated as necessary to produce the final GDR for support of the final design of the roadway. It is anticipated the GDR will include:

- A description of the proposed project, including a site vicinity map showing the location of the project alignment and a site plan showing the approximate locations of the exploration points for this study
General description and characteristics of the subsurface materials along the roadway alignment including boring logs
- A summary of the field exploration and laboratory testing programs
- Discussion of regional and local geology, including faults and seismicity
- Comments and recommendations for site preparation and earthwork grading
- Recommendations for new roadway structural sections based on furnished Traffic Indices
- Recommendations for lateral earth pressures for use in design of retaining walls, if necessary, and
- Comments on the general corrosion potential of on-site soils to buried metal and concrete
- Recommendations for the proposed culvert foundations/ bedding material
- Log of test borings

4.3 Pre-field Activities

(1) Perform site reconnaissance to review project limits, evaluate potential access issues, and mark the exploratory boring locations for required USA utility clearance. (2) Obtain an encroachment (fee will be waived) permit from Tulare County, including lane closure plan. (3) Retain the services of a California licensed drilling subcontractor to perform the exploratory borings utilizing hollow stem auger and roadway coring. (4) Retain the services of a California licensed traffic control subcontractor to provide lane closure during the field exploration.

4.4 Field Exploration Program

The field exploration will include shallow (5 to 10 feet) test borings along the existing roadway and proposed widening area in order to obtain the existing pavement sections and collect soil samples of the subsurface conditions. The borings will generally be at spacing of 1 boring approximately every 1,000 feet. The existing pavement section at each location will be measured. Approximately 9 test borings will be performed. In addition, bulk samples will be obtained from certain borings for R-value and other required laboratory tests.

A minimum of two (2) borings at the southern culvert extension will also be obtained and used to evaluate subsurface

conditions for the proposed structure foundation. Boring locations will depend on available access and the proposed foundation location. MGE will comply with local permit requirements (as needed) and will field locate the boring, call for USA clearance and provide flagging services (as needed) to accommodate any required lane closures.

MGE will classify and continuously log subsurface soil conditions encountered in the test boring at the time of drilling. MGE will obtain “relatively undisturbed” and bulk samples of substrata from test borings. Borings will be drilled and capped in accordance with the permit requirements.

Upon completion, the borings will be backfilled with soil cuttings. Borings and cores located in pavement areas will be capped with an emulsified cold patch or a quickset lean concrete. It is anticipated a lane closure as part of the traffic control operation will be required. Final exploration depths and locations will be based on soil conditions (i.e. uniformity and relative density of subsurface soils) encountered.

4.5 Laboratory Testing Program

Laboratory testing will be performed to evaluate certain characteristics of the subgrade soils. Typical tests can include:

- In-place density and moisture content, American Society for Testing and Materials (ASTM) D2937
- Direct shear strength, ASTM D3080
- Grain-size distribution, ASTM D422
- Atterberg Limits, ASTM D4318
- Sand Equivalent, ASTM D2419
- R-value Testing, California Test Method No. 301
- Soluble sulfate, California Test Method No. 417
- Soluble chloride, California Test Method No. 422
- pH and Minimum electrical resistivity, California Test Method No. 643
- Unconfined compression
- Corrosion tests
- Plasticity Index Test

TASK 4 DELIVERABLES

- Preliminary Geotechnical Design Report
- Final Geotechnical Design Report

Task 5 – Drainage and Hydraulics

5.1 Drainage Analysis

Bennett+Y&C will prepare a hydrologic analysis to develop peak flows for the purpose of sizing the on-site drainage facilities in the project area. The analyses will include an evaluation of the watershed area delineation, precipitation data, runoff coefficient selection, time of concentration development and peak flow calculations. Bennett+Y&C will also perform a hydraulic analysis for the various drainage facilities anticipated for this project, including roadside ditches and cross culverts.

5.2 Drainage Design

Bennett+Y&C will develop roadway drainage plans. Drainage plan sheets will show systems by number and unit. Drainage plan sheets will be submitted for all submittals.

5.3 Drainage Report

Bennett+Y&C will prepare a Draft Drainage Report to document the hydrologic and hydraulic analyses and will provide a detailed discussion of the following: existing conditions and facilities in the project area, the on and off-site hydraulic analyses and any issues of special concern or significance. The draft report will be submitted to the County for review at the 35% milestone and will be

finalized upon completion of the 100% PS&E.

5.4 Hydraulic Analysis (Optional)

Hydraulic results will be computed using the Army Corps of Engineers HEC-RAS (Hydraulic Engineering Center River Analysis System) software (latest version) model based on as-built data or survey of the existing road and a reconnaissance level field investigation by Bennett+Y&C.

The Hydraulic Model – HEC-RAS Analysis:

Bennett+Y&C will prepare an existing condition HEC model and a proposed condition HEC model. Hydraulic variables (water surface elevation, velocity, etc.) will be determined for the 50 and 100 year and other discharges as appropriate. Results from the hydraulic analysis will be provided in both tabular as well as graphical output formats.

Hydraulic Criteria: Bennett+Y&C will utilize Chapter 800 of the Caltrans Highway Design Manual (HDM) delineates the hydraulic design criteria for bridges. The basic rule for hydraulic design is that hydraulic structures should be designed to pass the Q50 with sufficient freeboard and convey the Q100 without freeboard (exceptions may be granted if sufficient evidence is provided).

Bennett+Y&C has determined that the Alpaugh Irrigation District maintains irrigation canals in the area and will be consulted in determining the design of the irrigation canal extension of the facility currently crossing the project area. In addition, the Central Valley Flood Protection Board (CVFPB) appears to have jurisdiction of the project area and will be consulted to determine if any special requirements apply to this project.

5.5 Prepare Draft Report (Optional)

Bennett+Y&C will prepare a Draft Design Hydraulic Study Report for review by County, Caltrans, and affected regulatory agencies.

5.6 Prepare Final Report (Optional)

Bennett+Y&C will prepare Final Design Hydraulic Study Report incorporating comments from the Draft Report.

5.7 Complete Location Hydraulic Study (Optional)

Bennett+Y&C will prepare a Location Hydraulic Study in accordance with 23 CRF 650.113. This report is generally included in the Environmental Document for the project.

TASK 5 DELIVERABLES

- Draft and Final Location Hydraulic Study Report (PDF format)
- Draft and Final Drainage Report (PDF format)
- 35%, 65%, 90%, and Final Drainage Plans (PDF format)

Task 6 – Utility Coordination

6.1 Utility Coordination

Dewberry will coordinate with the affected utility companies to provide relocation plans and permits/agreements. Relocation data received from the utility companies will be shown on the utility plans prepared by Dewberry. Dewberry will coordinate utility relocations and provide the reports and notifications in accordance with Chapter 14 of the Caltrans Local Assistance Procedures Manual. Each utility owner with facilities located within the project limits will be identified and a utility file will be prepared. A complete utility file will be maintained by Dewberry and submitted to the County for use in preparing the project right of way certification. The County can provide utility letter templates at the consultant's request. An exhibit will be prepared to show the approved alignment and the proposed locations for the relocated facilities.

6.2 Utility Potholing

Underground utilities in conflict will be potholed to identify location, depth, type, and number of affected conduits by Bess Testlab Inc. The impacts to these utilities will be determined and project plans will be sent to the utility companies identifying any relocation required. Record data and follow up meetings with the utility companies will determine the party responsible for the

cost of the relocation and who will perform the work. This scope assumes 10 potholes will be needed.

TASK 6 DELIVERABLES

- Pothole Data
- Utility Verification Letter
- Utility Claim Letter
- Notice to Owner

Task 7 – Environmental Studies and Consultation with Regulatory Agencies

Dewberry has included a full scope to prepare the environmental documents and regulatory agency permit applications for this project. We understand, however, that the CEQA and permitting related tasks are optional and may be performed by the County. In this case, Dewberry will provide technical assistance to the County in support of these tasks. The following tasks describe the services Dewberry's team will provide for the full environmental scope:

7.1 Environmental Team Management and Coordination

Dewberry's Environmental Lead, Christa Redd, will be responsible for management of the environmental team. Christa will undertake consultation and coordination of the project and review the environmental documents for compliance with CEQA and NEPA requirements and guidelines and County CEQA procedures. Christa will be the liaison between the Dewberry Team, County, Caltrans, and the regulatory agencies. Christa will also coordinate with technical staff, subconsultant staff, and support staff to achieve a timely completion of the CEQA and NEPA environmental documents. Dewberry will serve as an extension of County staff throughout the duration of the CEQA and NEPA processes.

Christa and one staff planner will attend the following meetings.

- Project kickoff meeting (in-person).
- Field review meeting with Caltrans
- Up to 12 Project Team Meetings, 10 virtual and 2 in-person meetings
- Up to 2 meetings to present the project and obtain approval of the CEQA CE at the County Planning Commission and/or the County Board of Supervisors.

7.2 Field Review, Background Investigation, and Preliminary Environmental Study (PES)

As one of the first orders of work, Dewberry will prepare a Preliminary Environmental Study (PES) for the project to identify the technical studies and environmental documents. The PES will be appended by the following attachments to support the findings and conclusions:

- Project description, purpose and need
- Project location figures
- Preliminary Area of Potential Effect map
- Questionnaire to Determine Visual Impact Assessment (VIA) Level
- FEMA FIRM map
- United States Fish and Wildlife Service (USFWS) and National Oceanic and Atmospheric Administration (NOAA) Fisheries Species List
- Hazardous Materials Geotracker map
- Review the University of California Museum of Paleontology database
- Exhibit 13E Preliminary Engineering Right-of-Way Checklist

Dewberry will prepare a draft version of the PES, submit the draft to Tulare County and Caltrans and for review and request a field review

meeting. Dewberry will subsequently prepare for and attend a field review meeting with the County and Caltrans to review the site and PES form and confirm the appropriate studies needed for this project. The final scope and appropriate CEQA and NEPA clearance documents and technical studies will be confirmed with the County and Caltrans during the field review. Dewberry will respond to one round of comments from the County and Caltrans.

7.2 TASK DELIVERABLES

- Preliminary Environmental Study

7.3 Environmental Technical Studies

Dewberry anticipates all technical studies will be submitted electronically in PDF and/or Word formats to Tulare County and Caltrans, unless otherwise noted.

7.3.1 CULTURAL RESOURCES

7.3.1.1 RESEARCH/COORDINATION

Dewberry will prepare a base map depicting the project area proposed for impacts (e.g., construction, staging, and construction access areas). Based on the base map, an Area of Direct Impacts (ADI)/Area of Potential Effect (APE) map will be created for the project area to guide background research and fieldwork. The maps will be plotted on an aerial photograph with a bar scale. The maps will depict right-of-way, clearly label roads, and depict the ADI/APE for both archaeological and architectural resources, as necessary.

Dewberry will review relevant in-house records and sensitivity analyses, and archaeological site records. Dewberry will request a records search from the Southern San Joaquin Valley Information Center (SSJVIC) of California Historical resources Information System (CHRIS) at California State University, Bakersfield for the project area and a ½-mile buffer around the project area. Historic archival research will also be conducted at the Tulare County Historical Society to request information and availability about the project area.

7.3.1.2 CONSULTATION WITH TRIBES AND INDIVIDUALS

The Native American Heritage Commission (NAHC) will be contacted to request a search of the Sacred Lands database and to request a list of Native American Tribes and other groups or individuals with potential knowledge of cultural resources in the project area. Dewberry will assist Caltrans with the Section 106 consultation by preparing consultation request letters for Caltrans to mail to those listed on the NAHC contact list. Dewberry will also assist Tulare County in the Assembly Bill (AB) 52 consultation, if required, by preparing consultation request letters on County letterhead. Dewberry will send up to 20 letters to the Tribes via certified mail, return receipt requested. Follow-up emails or phone calls will be made to interested individuals under both Section 106 and AB 52 (if required) consultation. Dewberry will participate in up to one meeting with tribal representatives as part of the overall consultation effort.

7.3.1.3 FIELDWORK

Dewberry will conduct an intensive archaeological and architectural inventory for the APE utilizing pedestrian transects to identify the presence or absence of cultural resources visible on the surface. Environmental factors that may have affected use of the areas by prehistoric and historic occupants (e.g., elevation, food or material resources, proximity to water) and environmental factors that may have limited the survival or visibility of archaeological remains (e.g., erosion, or modern disturbance) will also be noted.

Based on previous disturbance in the project area, Dewberry does not anticipate identification of unidentified archaeological resources. However, in the event an unidentified archaeological resource is encountered, we will assess the sensitivity of the resource and coordinate with the County and Caltrans to determine how to proceed.

The architectural inventory will evaluate the built environment and structures within the architectural APE. Based on a preliminary review of the area, we noted three built environments, the BNSF spur line, The BNSF line, and Alpaugh canal. Given that the project improvements will not touch the railroad, we have scoped recordation up to two architectural resources using California Department of Parks and Recreation (DPR) Series 523 forms. Historic-era built-environment resources in the APE will also be evaluated for eligibility for listing in the National Register of Historic Places or California Register of Historic Resources. Dewberry will conduct property-specific research at local and state repositories, as necessary, to prepare a historic context in which to evaluate the resources in the APE.

7.3.1.4 CULTURAL RESOURCE REPORTS (HPSR/ASR/ HRER AND FOE)

Dewberry will analyze cultural resources in an Historic Property Survey Report (HPSR), Archaeological Survey Report (ASR), and Historic Resources Evaluation Report (HRER) to document the results of the records searches and field investigation.

Dewberry will respond to two rounds of comments from the County and Caltrans.

Based on recent experience with Caltrans District 6 on projects with long linear built environment resources (such as canal systems and railroads), Caltrans will generally assume eligibility for these resources, rather than require evaluation of the entire resource. As such, Dewberry will analyze the project impacts on assumed resources in a Finding of Effect (FOE) report. Dewberry will respond to two rounds of comments from the County and Caltrans.

TASK 7.3.1 DELIVERABLES

- Section 106 and AB 52 Consultation Letters
- Historic Property Survey Report
- Archaeological Survey Report
- Historic Resources Evaluation Report
- Finding of Effect Report

7.3.2 Biological Resources

Dewberry biologists will prepare a Natural Environment Study (NES) and an Aquatic Resources Delineation (ARD) to support the CEQA and NEPA documentation. Dewberry will also prepare a Biological Assessment (BA) to evaluate the potential project effects to federally listed species.

TASK 7.3.2.1 RESEARCH/COORDINATION

Prior to conducting field surveys, Dewberry will conduct a literature review and database search to determine which special- status species and habitats have the potential to occur within the project area.

TASK 7.3.2.2 FIELD SURVEYS GENERAL FIELD SURVEYS

Dewberry biologists will conduct a field survey to document the vegetation communities and habitats present, and to assess the potential for special-status species to occur. During the field survey, Dewberry biologists will assess the project area for presence of suitable burrow habitat for burrowing owl and San Joaquin kit fox.

AQUATIC RESOURCES DELINEATION

Dewberry will conduct an aquatic resources delineation in accordance with the Corps Wetlands Delineation Manual (January 1987), the Corps Regional Supplement to the Corps Wetland Delineation Manual: Arid West Region (Version 2.0) (September 2008), and the RWQCB State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State (April 2019). Aquatic features subject to CDFW jurisdiction will also be identified.

PLANT SURVEYS

Dewberry will conduct three surveys for special-status plant that are known to occur in vicinity of the project. These surveys will be floristic in nature and will be conducted at the time of year when target species are both evident and identifiable. The species that will be the focus of these surveys include: San Joaquin woollythreads, Coulter's goldfields, Earlimart orache, subtle orache, and recurved larkspur. It is anticipated that surveys will be conducted in early-mid spring (April), early summer (June), and late summer (August) to provide sufficient floristic coverage of the project area. Exact timing of botanical surveys will be dependent on a variety of environmental factors including, but not limited to, anticipated snowmelt, total rainfall/ snowfall in the wet season, last rain event, and recent temperatures.

7.3.2.3 NATURAL ENVIRONMENT STUDY (NES)

Dewberry will prepare a Natural Environment Study (NES) according to the August 2022 template in the Caltrans Standard Environmental Reference (SER). The NES will include an assessment of the entire project area, including potential impacts to sensitive habitats, state and federal special status plant and animal species, and federally designated critical habitats. The NES will compile information from current database records, include a description of field methods and results of the field studies, identify impacts and recommended mitigation, where needed. The NES will also document and summarize the findings from the various field surveys. Dewberry will respond to two rounds of comments (maximum 20 hours) on the draft NES.

7.3.2.4 AQUATIC RESOURCES DELINEATION (ARD)

Dewberry will document the results of the delineation field work in a report prepared in accordance with the Corps Minimum Standards for Acceptance of Aquatic Resources Delineation Reports, dated January 2016 and the and the Corps Regulatory Guidance Letter 16-01 (October 2016) regarding Preliminary Jurisdictional Delineations. The report will include a description of the setting, a discussion of the methods and results, the completed wetland data forms, location and vicinity maps, and a preliminary delineation map showing the limits of all potential aquatic resources on the project site. Dewberry will also complete the Aquatic Resources tab of the OMBIL Regulatory Module Project Upload Template (also referred to as the Consolidated Upload Spreadsheet). The Consolidated Upload Spreadsheet will be included as an attachment to the ARD. Dewberry will respond to one round of comments (maximum 5 hours) on the draft ARD.

7.3.2.5 BIOLOGICAL ASSESSMENT (BA)

Dewberry will prepare a Biological Assessment (BA) according to the June 2020 template in the SER. The BA will facilitate Section 7 consultation with the United States Fish and Wildlife Service (USFWS) for potential project effects to federally listed wildlife species (e.g., blunt-nosed leopard lizard, San Joaquin kit fox). The BA will describe the action area and the species and critical habitat (if any) considered and will include an effects analysis and determination as to the potential for the project to affect the subject species and critical habitat, if any. Dewberry will respond to two rounds of comments (maximum 20 hours) on the draft BA.

TASK 7.3.2 DELIVERABLES

- Natural Environment Study
- Aquatic Resources Delineation
- Biological Assessment

7.3.3 AIR QUALITY/GREENHOUSE GAS EMISSIONS

As part of the construction activities, the project will generate air quality impacts from construction activities. The Tulare County Air Pollution Control District (TCAPCD) has established thresholds of significance for Construction Emissions under CEQA for the assessment of air quality impacts. As such, the daily emission rates for criteria pollutants will be compared to these significance thresholds.

The focus of the construction analysis will be on the pollutants of greatest concern, PM10, NOx, VOC and Ozone. Significant increases in these pollutants can lead to adverse health effects and nuisance concerns. PM10 emissions are produced from excavation, grading, demolition, vehicle travel, and paved and unpaved surfaces. The use of diesel-powered construction equipment produces ozone precursor emissions and combustion-related particulate emissions. Emission calculation tools such as the CalEEMod model will be used to quantify emissions from construction and compared to TCAPCD thresholds to determine significance.

Greenhouse Gas/Climate Change- Quantification of GHG will be performed to determine emission levels from the project's construction. CalEEMod will be utilized to estimate CO2 emissions from the construction. The analysis will be utilized to meet the provisions of CEQA requirements. The results of the modeling and analysis will be summarized in an air quality technical memorandum.

TASK 7.3.3 DELIVERABLES

- Air Quality and GHG technical Memorandum for Construction Activities

7.3.4 COMMUNITY IMPACTS ASSESSMENT MEMORANDUM

Dewberry will prepare a Community Impact Assessment (CIA) Memorandum in accordance with the SER to address potential project impacts to farmlands. The CIA Memorandum will include a description of the affected environment, analyze potential impacts, and were relevant, discuss measures to avoid, minimize, and/ or mitigate potential impacts. Information from relevant plans and environmental documents in the area will be incorporated into the analysis, as needed.

As part of this effort, Dewberry will prepare a Farmlands Assessment Form NRCS-CPA-106 (Farmland Conversion Impact Rating for Corridor Type Projects), which determines if the project meets the threshold for consultation with the Natural Resources Conservation Service (NRCS) on farmland impacts. Dewberry will submit the form to the County and Caltrans, for review, and if the project would result in significant impact on farmlands per Form NRCS- CPA-106, Caltrans will submit the Form NRCS-CPA-106 to NRCS for a 45-day review. Dewberry will respond to one round of comments from the County and Caltrans.

TASK 7.3.4 DELIVERABLES

- Community Impact Assessment Memorandum
- Farmland Form NRCS-CPA-106

7.3.5 PHASE I INITIAL SITE ASSESSMENT (ISA) FOR HAZARDOUS MATERIALS

7.3.5.1 HAZARDOUS MATERIALS SAMPLING AND TESTING

As a subconsultant to Dewberry, MGE will take field samples of the soil, roadway striping, culvert structure and laboratory test the samples for aerially deposited lead, lead paint, and asbestos. MGE will provide technical reports describing the sampling and testing process and providing the results of

the test.

7.3.5.2 PHASE I INITIAL SITE ASSESSMENT (ISA)

Dewberry will prepare a Phase 1 Initial Site Assessment (ISA) in accordance with ASTM E1527-21. The Phase 1 ISA will contain a description of the work performed, deviations from normal Phase I ISA procedures, a summary of findings, the opinions of the preparer regarding the property or site, data gaps, additional investigation and services recommended, conclusions, and recommendations. As part of this effort, Dewberry will obtain and review an Environmental Database Reports (EDR) record search for the project area. Dewberry will review previously conducted environmental assessments completed in the vicinity, historic maps and arials and published lists of regulatory agency investigations and/or enforcement actions, for facilities within the vicinity of the site. This review will help identify recognized environmental conditions (RECs) in connection with the project site. Dewberry will assess the information to determine if there were prior investigations or events and conditions or institutional or engineering controls on the properties and encroaching parcels relating to spills, discharges, or other activities resulting in contamination or presence of hazardous materials or petroleum products. The results from hazardous materials testing by MGE for aerially deposited lead, lead based paint, and asbestos will be summarized in the ISA. Dewberry will respond to two rounds of comments from the County and Caltrans.

TASK 7.3.5 DELIVERABLES

- Phase 1 Initial Site Assessment

7.4 Environmental Documents

7.4.1 CEQA DOCUMENTATION

7.4.1.1 Categorical Exemption

The anticipated level of CEQA compliance is assumed to be a Categorical Exemption (CE). The County will prepare the CEQA NOE and CE Memorandum. Dewberry will be available for coordination and has allotted up to 6 staff hours for this task.

TASK 7.4.1.1 DELIVERABLES

- Notice of Exemption
- Categorical Exemption Memorandum

7.4.2 NEPA DOCUMENTATION

7.4.2.1 Categorical Exclusion

The NEPA Categorical Exclusion is prepared by Caltrans District 6. Dewberry will coordinate with Caltrans District 6 and has allotted up to 4 staff hours for this task.

TASK 7.4.2.1 DELIVERABLES

- Copy of the CEQA CE Memo for Caltrans' Records

7.5 Environmental Documentation (OPTIONAL)

The following tasks are optional based on the outcome of the PES, technical studies, and design.

7.5.1 CEQA Documentation IS/MND (Optional)

7.5.1.1 ADMINISTRATIVE DRAFT IS/MND

Dewberry will prepare an Administrative Draft IS/MND to analyze project construction and operation effects on the environment. Dewberry

will work with the County to prepare the appropriately formatted IS/MND according to CEQA Guidelines, the CEQA Initial Study Checklist, and County requirements and guidance.

In addition, the IS/MND will be prepared to meet the required ADA-compliant electronic files for the County and the State Clearinghouse. The IS/MND will include a project description, existing conditions, the potential adverse effects of project implementation (both individual and cumulative) for resources as necessary, and mitigation measures as required.

Dewberry will prepare the Administrative Draft IS/MND and submit electronically (PDF and Word format) to the County for review. Dewberry will respond to one round of County comments.

TASK 7.5.1.1 DELIVERABLES

- Administrative Draft IS/MND

7.5.1.2 PRELIMINARY DRAFT IS/MND

Upon receipt of one round of consolidated County review comments, Dewberry will prepare a Preliminary Draft IS/MND for final approval before public circulation and review. Dewberry will submit electronic copies (PDF and Word format) of the Preliminary Draft IS/MND for review and approval to circulate. Dewberry will respond to one round of County comments.

TASK 7.5.1.2 DELIVERABLES

- Preliminary Draft IS/MND

7.5.1.3 SCREEN CHECK DRAFT IS/MND

Upon receipt of one round of consolidated County review comments, Dewberry will prepare a Screen Check Draft IS/ MND that will include responding to County comments and completing necessary revisions. Dewberry will submit electronic copies (PDF and Word format) to the County for review and approval to circulate.

TASK 7.5.1.3 DELIVERABLES

- Screen Check Draft IS/MND

7.5.1.4 PUBLIC DISTRIBUTION AND REVIEW

An electronic copy (PDF and Word format) of the public review Draft IS/MND will be provided to the County for distribution. Dewberry will prepare a Notice of Intent to Adopt a Mitigated Negative Declaration and Notice of Availability for an Initial Study for publication in the newspaper of general circulation or for mailing to the County distribution list. Dewberry will work with the County to finalize this notice to announce the IS/MND public circulation. The County will publish the notice in the newspaper of general circulation and will mail notices, as required. Dewberry will work with the County in determining the appropriate person(s) (i.e., Submitter) to upload the required documentation onto the State Clearinghouse website no later than 3:30 PM on the start day of public circulation. The Submitter can be the County, or the County can designate Dewberry as the Submitter.

TASK 7.5.1.4 DELIVERABLES

- Public Review Draft IS/MND for public distribution
- Notice of Intent to Adopt a Mitigated Negative Declaration and Notice of Availability for an Initial Study for distribution
- Master file of the Draft IS/MND, figures, and references

7.5.1.5 7.5.1.5 DRAFT FINAL IS/MND

At the conclusion of the 30-day public comment period, Dewberry will meet with the County to discuss the comments received and the preparation of the final document. Dewberry will prepare a comment/response table to summarize substantive environmental issues and to respond to those issues. Dewberry will submit the Draft Final IS/ MND, including the Response to Comments Appendix, to Tulare County for review.

TASK 7.5.1.5 DELIVERABLES

- Draft Final IS/MND with Responses to Comments

7.5.1.6 FINAL IS/MND

After the County has reviewed the draft-final IS/MND and draft MMRP (refer to Task 7.4.1.7), Dewberry will incorporate the revisions into the document and submit the Final IS/MND and MMRP.

Dewberry will prepare the draft Notice of Determination (NOD) for the County to review and comment. Dewberry will revise and return the NOD to the County. The County will file the NOD and Final IS/MND with the State Clearinghouse and the Tulare County Clerk's Office within 5 days of County Board of Supervisors approval of the IS/MND (pursuant to CEQA guidelines). The County is responsible for payment of the filing fee with the Tulare County Clerk's Office and payment of the California Department of Fish and Wildlife (CDFW) CEQA Document filing fee.

TASK 7.5.1.6 DELIVERABLES

- Notice of Determination (NOD)
- Final IS/MND

7.5.1.7 MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)

To comply with the Public Resources Code §21081.6 (Assembly Bill 32180), Dewberry will prepare a Mitigation Monitoring and Reporting Program (MMRP) to be defined through working with the County and the PDT to identify appropriate monitoring steps/procedures and to provide a basis for monitoring such measures during and upon project implementation. The MMRP will be in a table format to serve as the foundation of the MMRP for the project.

The MMRP indicates the mitigation measure number as outlined in the IS/MND, the IS/MND reference page (where the measure is documented), a list of Mitigation Measures (in chronological order under the appropriate topic), the Monitoring Milestone (agency/department responsible for verifying implementation of the measure), Method of Verification (documentation, field checks, etc.), and a verification section for the initials of the verifying individual, date of verification, and pertinent remarks. Dewberry will prepare a Draft MMRP that will be submitted to the County for review at the Draft Final IS/MND submittal. Dewberry will respond to one consolidated set of County comments on the Draft MMRP.

TASK 7.5.1.7 DELIVERABLES

- Draft MMRP
- Final MMRP

7.5.2 NEPA EA/FONSI (Optional)

7.5.2.1 ADMINISTRATIVE DRAFT EA

Dewberry will prepare an Administrative Draft Environmental Assessment (EA) leading to a Finding of no Significant Impact (FONSI) to analyze project construction and operation effects on the environment. Dewberry will work with the Caltrans District 6 staff to prepare the appropriately formatted EA, using the Caltrans SER NEPA EA only annotated outline and EIR/EA writing template. The EA will be prepared according to NEPA regulations and Caltrans, on behalf of FHWA, requirements and guidance.

In addition, the EA will be prepared to meet the required ADA-compliant electronic files for Caltrans and FHWA. The EA will include a project description, purpose and need, alternatives discussion, affected environment, environmental consequences for resources as necessary, and avoidance, minimization, and/or mitigation measures, as required. Dewberry will prepare the Administrative Draft EA analyzing the no build and one build alternative throughout the document.

As part of the Administrative Draft EA, a draft Environmental Commitments Record (ECR) will be provided as an appendix (often Appendix E). Dewberry will prepare the ECR to be defined through working with Caltrans, the County, and the PDT to identify appropriate monitoring steps/procedures and to provide a basis for monitoring such measures during and upon project implementation. The ECR will be in a table format to serve as the foundation of the ECR for the project.

The ECR indicates the mitigation measure number as outlined in the EA, the EA reference page (where the measure is documented), a list of Avoidance, Minimization, and Mitigation Measures and other commitments (in chronological order under the appropriate topic), the Monitoring Milestone (agency/department responsible for verifying implementation of the measure), Method of Verification (documentation, field checks, etc.), and a verification section for the initials of the verifying individual, date of verification, and pertinent remarks.

TASK 7.5.2.1 DELIVERABLES

- Administrative Draft EA (including the ECR)

7.5.2.2 PRELIMINARY DRAFT EA

Upon receipt of one round of consolidated Caltrans review comments, Dewberry will prepare a Preliminary Draft EA for final approval before public circulation and review. Dewberry will submit electronic copies (PDF and Word format) of the Preliminary Draft EA for review and approval to circulate. Dewberry will respond to one round of Caltrans comments.

Dewberry will submit the Administrative Draft EA, including the ECR, electronically (PDF and Word format) to Caltrans. Dewberry will respond to one round of Caltrans and County comments.

TASK 7.5.2.2 DELIVERABLES

- Preliminary Draft EA

7.5.2.3 SCREEN CHECK DRAFT EA

Upon receipt of one round of consolidated Caltrans review comments, Dewberry will prepare a Screen Check Draft EA that will include responding to Caltrans comments and completing necessary revisions. Dewberry will submit electronic copies (PDF and Word format) of the Screen Check Draft EA for review and approval to circulate.

TASK 7.5.2.3 DELIVERABLES

- Screen Check Draft EA

7.5.2.4 PUBLIC DISTRIBUTION AND REVIEW

An electronic copy (PDF and Word format) of the public review Draft EA will be provided to Caltrans District 6 for distribution. Dewberry will prepare a Notice of Intent to Adopt a Finding of No Significant Impact and Notice of Availability for an Environmental Assessment for publication in the Federal Register. Dewberry will work with Caltrans and the County to finalize this notice to announce the EA public circulation. Caltrans will publish the notice in the Federal Register.

TASK 7.5.2.4 DELIVERABLES

- Public Review Draft EA for public distribution
- Notice of Intent to Adopt a Finding of No Significant Impact and Notice of Availability for an Environmental Assessment for distribution
- Master file of the Draft EA, figures, and references

7.5.2.5 DRAFT FINAL EA

At the conclusion of the 30-day public comment period (which will coincide with the County's IS/MND comment period), Dewberry will meet with the Caltrans to discuss the comments received and the preparation of the final document. Dewberry will prepare a comment/response table to summarize substantive environmental issues and to respond to those issues. The Final EA/FONSI will also identify the preferred alternative. Dewberry will submit the Draft Final EA/FONSI, including the Response to Comments Appendix, to Caltrans for review.

TASK 7.5.2.5 DELIVERABLES

- Draft Final EA/FONSI (including the ECR)

7.5.2.6 FINAL EA

After Caltrans has reviewed the draft-final EA/FONSI and draft final ECR, Dewberry will incorporate the revisions into the document and submit the Final EA/FONSI, which includes the final ECR.

Dewberry will work with Caltrans to prepare the Finding of No Significant Impact (FONSI) for Caltrans to review and comment. Dewberry will revise and return the FONSI to Caltrans. Caltrans will file the FONSI and announce in the Federal Register of the Final EA/FONSI.

TASK 7.5.2.6 DELIVERABLES

- Final EA/FONSI (including the ECR)

7.6 REGULATORY PERMITTING ASSISTANCE (OPTIONAL)

Dewberry will assist Tulare County with the preparation of regulatory and jurisdictional agency permitting application materials for the U.S. Army Corps of Engineers (USACE) and the Regional Water Quality Control Board (RWQCB) to authorize impacts associated with potential regulated waters. As part of this effort Dewberry will attend on-site meetings with agency representatives and assist the County with identifying mitigation options.

7.6.1 RWQCB SECTION 401 WATER QUALITY CERTIFICATION

Dewberry will prepare an application package for submittal to the RWQCB. An application fee must be included with the submittal (to be provided by Tulare County, amount to be determined).

7.6.1.1 PRE-APPLICATION MEETING

Dewberry will submit a pre-application meeting request to the RWQCB at least 30 days in advance of the submittal of the 401 Water Quality Certification application package. If the RWQCB requests a meeting, Dewberry will schedule a 1-hour video conference with the RWQCB, Tulare County, and the design team. Dewberry will also prepare a succinct project summary for discussion during the meeting, including a description of the project, the project impacts, proposed compensatory mitigation, and proposed alternatives to be addressed in the Alternatives Analysis (see below).

7.6.1.2 ALTERNATIVES ANALYSIS (AA)

Dewberry will prepare an Alternatives Assessment (AA) consistent with the State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State (Procedures) requirements for "Tier 2 Projects," which specify an analysis of on-site alternatives that would potentially reduce impacts to waters of the State. Dewberry will identify two or three conceptual alternative designs that will be evaluated in the AA (e.g., retrofit option, alternative alignment, etc.). The AA will describe cost and feasibility information (i.e., logistical, or technical constraints) for each of the alternatives to demonstrate that they are impracticable when compared with the proposed project. Based on input and direction provided by Dewberry, the design team will provide support for the AA, including preparation of the conceptual alternative layouts and brief written descriptions, line-item cost estimates for infrastructure and fees, and feasibility input for the alternatives.

TASK 7.6.1 DELIVERABLES

- Application for Section 401 Certification
- Alternatives Analysis

7.6.2 USACE SECTION 404 NATIONWIDE PERMIT

Dewberry will prepare a Preconstruction Notification (PCN) package to submit to the USACE requesting verification that the project can be authorized using the specified Nationwide Permits (NWP). Dewberry will also submit a Preliminary Jurisdictional Delineation and request concurrence by the USACE.

TASK 7.6.2 DELIVERABLES

- Preconstruction Notification

Task 8 – Final Design (Plans, Specifications, and Estimates)

8.1 Final Design (65% PS&E)

Upon approval of 35% PS&E by the County and Caltrans and upon receiving environmental clearance (both NEPA and CEQA), Dewberry will prepare and submit the draft plans, specifications, and estimate to the County for 65%. Specifications will follow Caltrans 2023 format unless directed otherwise. This submittal represents a complete set of "unchecked" plans. The Dewberry team will prepare a complete set of construction plans in accordance with the COUNTY's standards. The content will represent a biddable plan set but it has not been through our QC checklist.

8.1.1 APPROACH ROADWAY DESIGN

Dewberry will prepare 65% roadway plans, including grading, utilities, drainage, signage, temporary traffic control or detour, and any required staged construction. This submittal will establish utility relocations, confirm permanent right-of-way and TCE needs for the project. Final ditches, cut and fill slope designs will be completed to finalize the right-of-way acquisition limits. Utility plans will indicate areas of conflict and propose relocation solutions. The approach road design will be in general conformance with County Standards, AASHTO "A Policy on Geometric Design of Highways and Streets" and the Caltrans Highway Design Manual, and the latest version of the Caltrans Standard Specifications and Standard Plans.

8.1.2 IRRIGATION CULVERT EXTENSION

Conerstone will prepare structural calculations and culvert plans for the culvert extension type and configuration agreed upon during the Preliminary Engineering task. This submittal will represent a complete, unchecked set of culvert construction documents to be submitted to the County. The culvert design will be performed in general accordance with the following:

- California Department of Transportation (Caltrans) Local Assistance Procedures Manual (LAPM) Chapter 11: Design Standards
- Caltrans LAPM Chapter 12: Plans, Specifications, and Estimates Caltrans Highway Design Manual
- AASHTO's Policy on Geometric Design of Highways and Streets, 6th Edition
- Caltrans 2023 Standard Plans & Specifications
- Caltrans Bridge Design & Detailing Manuals
- AASHTO LRFD Bridge Design Specifications, 8th Edition with Caltrans Amendments

The Dewberry team will provide cost estimates at the 65% PS&E design submittal. The Dewberry team will prepare detailed quantities in accordance with the latest version of the Caltrans Standard Specifications and payment items. The engineer's estimate of probable construction cost ("Marginal Estimate") for the project will be prepared using the most recent and relevant Caltrans Cost Data, Dewberry's cost data, as well as the County's cost data.

8.1.4 CONTRACT SPECIFICATIONS/SPECIAL PROVISIONS

The Dewberry team will prepare the contract Special Provisions for the project based in general on the latest version of Caltrans Standard Special Provisions, Caltrans Standard Specifications, and the County's construction contract standards.

TASK 8.1 DELIVERABLES (ELECTRONIC SUBMITTAL ONLY)

- Half-size (11x17) set of 65% unchecked plans
- Annotated Special Provisions
- Engineers Estimate of Probable Cost
- Draft (unchecked) Design Calculations

8.2 90% PS&E

Following the reviews by the County, agreed-upon revisions will be made to the 65% PS&E. Dewberry will prepare and submit the draft plans, specifications, and estimate to the County. The 65% PS&E will be sufficiently completed so that an independent culvert design check can be completed. An independent engineer, who was not involved in the design will re-analyze the culvert and headwalls, verify member capacities, perform a check of the structural quantity calculations, and review the special provisions for the culvert. The checker will provide a list of comments and a set of "red-marked" plans that communicate issues uncovered during the preparation of the independent check. The checker will also produce independent structural calculations, structural quantities, and an independent Engineer's Estimate of Probable Construction Cost. Issues raised by the checker will be discussed with and resolved by the designer and checker. The final design will reflect agreement between the two engineers.

TASK 8.2 DELIVERABLES (ELECTRONIC SUBMITTAL ONLY)



- Half-size set of plans (11 x 17)
- Annotated Special Provisions
- Engineers Estimate of Probable Cost
- One set of checked Design Calculations
- Final Foundation Report with Log of Test Borings
- Final Hydraulic Design Report

8.3 Final Design (100% PS&E)

Following the reviews by the County, agreed-upon revisions will be made to the 90% PS&E. The specifications, plans, and other bid documents will be submitted to the County for final approval.

TASK 8.3 DELIVERABLES (ELECTRONIC SUBMITTAL ONLY)

- Updated comment/response matrix
- One half-size sets of Plans (11 x 17)
- Completed set of Special Provisions
- Cost Estimate
- All updated Design Calculations

8.4 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. Dewberry will provide the quantity calculations to the County for use in administering the contract.

TASK 8.4 DELIVERABLES (ELECTRONIC SUBMITTAL ONLY)

- Final Plans in AutoCAD 2023 format. CAD files to be prepared using County CAD standards
- Bidding Documents in MS Word format
- Engineers Estimate in MS Excel format
- One set of Full-size Plans (22 x 34)
- Independently checked Design Calculations
- Independently checked Quantity Calculations
- Drainage Report
- Geotechnical Design Report
- Electronic submittal of all deliverables in PDF format

Task 9 – Assistance during Bidding (Optional)

The County will advertise the project for bidding and distribute the plans to prospective bidders. The County's project manager will be the designated person to receive contractor inquiries. Dewberry's project manager and project staff will assist the County as requested during bidding. The work may include answering questions, providing consultation and interpretation of the construction documents, and assisting the County in preparation of addenda to the PS&E during the advertisement period. Attending preconstruction meetings or bid opening and analysis of bids will also be provided if requested.

Task 10 – Environmental Monitoring & Design Support during Construction (Optional)

Dewberry's project manager and project staff will be available to assist the County during construction and provide environmental monitoring services (including all revegetation and/or environmental mitigation support services) and construction support (as needed). The scope of work for construction support services will be determined during the final design phase and

prior to construction. Prior to construction, the contract will be amended to include construction support services.

Task 11 – Avenue 56-Additional Eastern 3,000-ft (Optional)

TASK 11.1 TOPOGRAPHIC SURVEY

UNICO will perform full topographic survey of an additional 3000 foot segment east of the most easterly terminus of the main project segment as requested by design team. UNICO will locate and map topographic features necessary to complete the design and construction. Items that will require surveys include, but are not limited to, edge of pavement, crown, striping, shoulders, ditches, driveways, fences, poles, signs, culverts, drainage, surface features and conforms, visible utilities, trees, driveways, inverts and other detailed topography. UNICO will survey the full roadway segment and beyond the right of way approximately 15 feet, where accessible. UNICO will perform base mapping of all topographic information to include mapping, 1' contours and resolved 3D surface in an AutoCAD based drawing.

Deliverables:

- Topographic Survey Base File
- Points File

TASK 11.2 PROPERTY SURVEYS AND RESOLUTIONS

UNICO will perform mapping along the additional 3000 foot segment. To establish the right of way and adjacent property boundaries, UNICO will research record maps, deed documents and other record information of the right of way and property boundaries. UNICO will perform a field survey to locate monuments of record to resolve and map the record right of way, easements and adjacent property boundaries. To best resolve the boundaries, UNICO will request title reports be provided by County or right of way team for all properties that may be impacted by this project or local governing bodies standards, right of way, subdivision standards or other County or State rules.

Deliverables:

- Record Maps and Deed Documents
- Field Surveys
- Right of Way Base File

TASK 11.3 Preliminary Engineering (35% PS&E)

Dewberry will prepare the 35% roadway design submittal showing the initial design concept and how major components of the project will be addressed to facilitate County approval of the roadway geometrics. Identification of project impacts, (i.e. right-of-way requirements including temporary easements for construction and utility relocations) are key objectives of the 35% design. Plans will be prepared in conformance with County and AASHTO ("A Policy on Geometric Design of Highways and Streets") standards. Proposed roadway structural sections will be based on pavement design methods from the Caltrans Highway Design Manual and project Geotechnical Engineer input. Proposed geometry and sections will be based on 20-year future ADT and native material R-values based on geotechnical findings.

TASK 11.3 DELIVERABLES (ELECTRONIC SUBMITTAL ONLY)

- Half-size (11x17) set of 35% plans
- Annotated Special Provisions
- Engineers Estimate of Probable Cost

TASK 11.4 Preliminary Engineering (65% PS&E)

Dewberry will prepare 65% roadway plans, including grading, utilities, drainage, signage, temporary traffic control or detour, and any required staged construction. This submittal will establish utility relocations, confirm permanent right-of-way and TCE needs for the project. Final ditches, cut and fill slope designs will be completed to finalize the right-of-way acquisition limits. Utility plans will indicate areas of conflict and propose relocation solutions. The approach road design will be in general conformance with County Standards, AASHTO "A

Policy on Geometric Design of Highways and Streets” and the Caltrans Highway Design Manual, and the latest version of the Caltrans Standard Specifications and Standard Plans.

TASK 11.4 DELIVERABLES (ELECTRONIC SUBMITTAL ONLY)

- Half-size (11x17) set of 65% plans
- Annotated Special Provisions
- Engineers Estimate of Probable Cost

TASK 11.5 Preliminary Engineering (90% PS&E)

Following the reviews by the County, agreed-upon revisions will be made to the 65% PS&E. Dewberry will prepare and submit the draft plans, specifications, and estimate to the County. The 65% PS&E will be sufficiently completed so that an independent culvert design check can be completed. An independent engineer, who was not involved in the design will re-analyze the culvert and headwalls, verify member capacities, perform a check of the structural quantity calculations, and review the special provisions for the culvert. The checker will provide a list of comments and a set of “red-marked” plans that communicate issues uncovered during the preparation of the independent check. The checker will also produce independent structural calculations, structural quantities, and an independent Engineer’s Estimate of Probable Construction Cost. Issues raised by the checker will be discussed with and resolved by the designer and checker. The final design will reflect agreement between the two engineers.

TASK 11.5 DELIVERABLES (ELECTRONIC SUBMITTAL ONLY)

- Half-size (11x17) set of 90% plans
- Annotated Special Provisions
- Engineers Estimate of Probable Cost

TASK 11.6 Preliminary Engineering (100% PS&E)

Following the reviews by the County, agreed-upon revisions will be made to the 90% PS&E. The specifications, plans, and other bid documents will be submitted to the County for final approval.

TASK 11.6 DELIVERABLES (ELECTRONIC SUBMITTAL ONLY)

- Final Plans in AutoCAD 2023 format. CAD files to be prepared using County CAD standards
- Bidding Documents in MS Word format
- Engineers Estimate in MS Excel format
- One set of Full-size Plans (22 x 34)

11.7 Environmental Coordination

Dewberry’s Environmental Lead, Christa Redd, will undertake consultation and coordination of the project and review the environmental documents for compliance with CEQA and NEPA requirements and guidelines and County CEQA procedures. Christa will be the liaison between the Dewberry Team, County, and Caltrans. Christa will also coordinate with technical staff, subconsultant staff, and support staff to achieve a timely completion of the CEQA and NEPA environmental documents. Christa and one staff planner will attend the following meetings.

- Project kickoff meeting (in-person).
- Field review meeting with Caltrans
- Up to 12 Project Team Meetings, 10 virtual and 2 in-person meetings.

11.8 Field Review, Background Investigation, and Preliminary Environmental Study (PES)

Dewberry will prepare a Preliminary Environmental Study (PES) for the project to identify the technical studies and environmental documents. The PES will be appended by the following attachments to support the findings and conclusions:

- Project description, purpose and need
- Project location figures
- Preliminary Area of Potential Effect map
- Questionnaire to Determine Visual Impact Assessment (VIA) Level
- FEMA FIRM map
- United States Fish and Wildlife Service (USFWS) and National Oceanic and Atmospheric Administration (NOAA) Fisheries Species List
- Hazardous Materials Geotracker map
- Review the University of California Museum of Paleontology database
- Exhibit 13E Preliminary Engineering Right-of-Way Checklist

Dewberry will prepare a draft version of the PES, submit the draft to Tulare County and Caltrans and for review and request a field review meeting. Dewberry will subsequently prepare for and attend a field review meeting with the County and Caltrans to review the site and PES form and confirm the appropriate studies needed for this project. The final scope and appropriate CEQA and NEPA clearance documents and technical studies will be confirmed with the County and Caltrans during the field review. Dewberry will respond to one round of comments from the County and Caltrans.

- Preliminary Environmental Study

11.9 Environmental Technical Studies

Dewberry anticipates all technical studies will be submitted electronically in PDF and/or Word formats to Tulare County and Caltrans, unless otherwise noted.

11.9.1 CULTURAL RESOURCES

11.9.1.1 RESEARCH/COORDINATION

Dewberry will prepare a base map depicting the project area proposed for impacts (e.g., construction, staging, and construction access areas). Based on the base map, an Area of Direct Impacts (ADI)/Area of Potential Effect (APE) map will be created for the project area to guide background research and fieldwork. The maps will be plotted on an aerial photograph with a bar scale. The maps will depict right-of-way, clearly label roads, and depict the ADI/APE for both archaeological and architectural resources, as necessary.

Dewberry will review relevant in-house records and sensitivity analyses, and archaeological site records. Dewberry will request a records search from the Southern San Joaquin Valley Information Center (SSJVIC) of California Historical resources Information System (CHRIS) at California State University, Bakersfield for the project area and a ½-mile buffer around the project area. Historic archival research will also be conducted at the Tulare County Historical Society to request information and cultural sensitivity about the project area.

11.9.1.2 SECTION 106 AND AB 52 TRIBAL CONSULTATION

The Native American Heritage Commission (NAHC) will be contacted to request a search of the Sacred Lands database and to request a list of Native American Tribes and other groups or individuals with potential knowledge of cultural resources in the project area. Dewberry will assist Caltrans with the Section 106 consultation by preparing consultation request letters for Caltrans to mail to those listed on the NAHC contact list. Dewberry will also assist Tulare County in the Assembly Bill (AB) 52 consultation, if required, by preparing consultation request letters on County letterhead. Dewberry will send up to 20 letters to the Tribes via certified mail, return receipt requested. Follow-up emails or phone calls will be made to interested individuals under both Section 106 and AB 52 (if required) consultation. Dewberry will participate in up to one meeting with tribal representatives as part of the overall consultation effort.

11.9.1.3 FIELDWORK

Dewberry will conduct an intensive archaeological and architectural inventory for the APE utilizing pedestrian transects to identify the presence or absence of cultural resources visible on the surface. Environmental factors that may have affected use of the areas by prehistoric and historic occupants (e.g., elevation, food or material resources, proximity to water) and environmental factors that may have limited the survival or visibility of archaeological remains (e.g., erosion, or modern disturbance) will also be noted. Field work for this segment will be conducted at the same time as the field work required under Task 7.3.1.3.

Based on previous disturbance in the project area, Dewberry does not anticipate identification of unidentified archaeological resources. However, in the event an unidentified archaeological resource is encountered, we will assess the sensitivity of the resource and coordinate with the County and Caltrans to determine how to proceed.

11.9.1.4 CULTURAL RESOURCE REPORTS (HPSR/ASR)

Dewberry will analyze cultural resources in an Historic Property Survey Report (HPSR) and Archaeological Survey Report (ASR) to document the results of the records searches and field investigation. Dewberry will respond to two rounds of comments from the County and Caltrans.

TASK 11.9.1 DELIVERABLES

- Section 106 and AB 52 Consultation Letters
- Historic Property Survey Report
- Archaeological Survey Report

11.9.2 Biological Resources

Dewberry biologists will prepare a Natural Environment Study (NES) to support the CEQA and NEPA documentation. Dewberry will also prepare a Biological Assessment (BA) to evaluate the potential project effects to federally listed species.

11.9.2.1 RESEARCH/COORDINATION

Prior to conducting field surveys, Dewberry will conduct a literature review and database search to determine which special-status species and habitats have the potential to occur within the project area.

11.8.2.2 FIELD SURVEYS GENERAL FIELD SURVEYS

Dewberry biologists will conduct a field survey to document the vegetation communities and habitats present, and to assess the potential for special-status species to occur. During the field survey, Dewberry biologists will assess the project area for presence of suitable burrow habitat for burrowing owl and San Joaquin kit fox.

11.8.2.3 NATURAL ENVIRONMENT STUDY (NES)

Dewberry will prepare a Natural Environment Study (NES) according to the August 2022 template in the Caltrans Standard Environmental Reference (SER). The NES will include an assessment of the entire project area, including potential impacts to sensitive habitats, state and federal special status plant and animal species, and federally designated critical habitats. The NES will compile information from current database records, include a description of field methods and results of the field studies, identify impacts and recommended mitigation, where needed. The NES will also document and summarize the findings from the various field surveys. Dewberry will respond to two rounds of comments (maximum 20 hours) on the draft NES.

11.8.2.5 BIOLOGICAL ASSESSMENT (BA)

Dewberry will prepare a Biological Assessment (BA) according to the June 2020 template in the SER. The BA will facilitate Section 7 consultation with the United States Fish and Wildlife Service (USFWS) for potential project effects to federally listed wildlife species (e.g., San Joaquin kit fox). The BA will describe the action area and the species and critical habitat (if any) considered and will include an effects analysis and determination as to the potential for the project to affect the subject species and critical habitat, if any. Dewberry will respond to two rounds of comments (maximum 20 hours) on the draft BA.

TASK 11.8.2 DELIVERABLES

- Natural Environment Study
- Biological Assessment

11.8.3 AIR QUALITY/GREENHOUSE GAS EMISSIONS

As a subconsultant to Dewberry, Entech will prepare an air quality and greenhouse gas (GHG) technical memorandum for construction activities. The Tulare County Air Pollution Control District (TCAPCD) has established thresholds of significance for Construction Emissions under CEQA for the assessment of air quality impacts. As such, the daily emission rates for criteria pollutants will be compared to these significance thresholds.

The focus of the construction analysis will be on the pollutants of greatest concern, PM10, NOx, VOC and Ozone. Significant increases in these pollutants can lead to adverse health effects and nuisance concerns. PM10 emissions are produced from excavation, grading, demolition, vehicle travel, and paved and unpaved surfaces. The use of diesel-powered construction equipment produces ozone precursor emissions and combustion-related particulate emissions. Emission calculation tools such as the CalEEMod model will be used to quantify emissions from construction and compared to TCAPCD thresholds to determine significance.

Greenhouse Gas/Climate Change- Quantification of GHG will be performed to determine emission levels from the project's construction. CalEEMod will be utilized to estimate CO2 emissions from the construction. The analysis will be utilized to meet the provisions of CEQA requirements. The results of the modeling and analysis will be summarized in an air quality technical memorandum.

TASK 7.3.3 DELIVERABLES

- Air Quality and GHG technical Memorandum for Construction Activities

11.8.4 COMMUNITY IMPACTS ASSESSMENT MEMORANDUM

Dewberry will prepare a Community Impact Assessment (CIA) Memorandum in accordance with the SER to address potential project impacts to farmlands. The CIA Memorandum will include a description of the affected environment, analyze potential impacts, and where relevant, discuss measures to avoid, minimize, and/or mitigate potential impacts. Information from relevant plans and environmental documents in the area will be incorporated into the analysis, as needed.

As part of this effort, Dewberry will prepare a Farmlands Assessment Form NRCS-CPA-106 (Farmland Conversion Impact Rating for Corridor Type Projects), which determines if the project meets the threshold for consultation with the Natural Resources Conservation Service (NRCS) on farmland impacts. Dewberry will submit the form to the County and Caltrans, for review, and if the project would result in significant impact on farmlands per Form NRCS-CPA-106, Caltrans will submit the Form NRCS-CPA-106 to NRCS for a 45-day review. Dewberry will respond to one round of comments from the County and Caltrans.

TASK 11.8.3 DELIVERABLES

- Community Impact Assessment Memorandum
- Farmland Form NRCS-CPA-106

11.8.5 PHASE I INITIAL SITE ASSESSMENT (ISA) FOR HAZARDOUS MATERIALS

11.8.4.1 HAZARDOUS MATERIALS SAMPLING AND TESTING

As a subconsultant to Dewberry, MGE will take field samples of the soil, roadway striping, culvert structure and laboratory test the samples for aerially deposited lead, lead paint, and asbestos. MGE will provide technical reports describing the sampling and testing process and providing the results of the test.

11.8.4.2 PHASE I INITIAL SITE ASSESSMENT (ISA)

Dewberry will prepare a Phase 1 Initial Site Assessment (ISA) in accordance with ASTM E1527-21. The Phase 1 ISA will contain a description of the work performed, deviations from normal Phase I ISA procedures, a summary of findings, the opinions of the preparer regarding the property or site, data gaps, additional investigation and services recommended, conclusions, and recommendations. As part of this effort, Dewberry will obtain and review an Environmental Database Reports (EDR) record search for the project area. Dewberry will review previously conducted environmental assessments completed in the vicinity, historic maps and aerials and published lists of regulatory agency investigations and/or enforcement actions, for facilities within the vicinity of the site. This review will help identify recognized environmental conditions (RECs) in connection with the project site. Dewberry will assess the information to determine if there were prior investigations or events and conditions or institutional or engineering controls on the properties and encroaching parcels relating to spills, discharges, or other activities resulting in contamination or presence of hazardous materials or petroleum products. The results from hazardous materials testing by MGE for aerially deposited lead, lead based paint, and asbestos will be summarized in the

ISA. Dewberry will respond to two rounds of comments from the County and Caltrans.

TASK 11.8.4 DELIVERABLES

- Phase 1 Initial Site Assessment

11.8.6 Noise Construction Memorandum

As a subconsultant to Dewberry, Entech will prepare a noise analysis memorandum for construction activities. This noise analysis will demonstrate compliance with the Tulare County Noise Ordinance. Standard conditions, best management practices, and mitigation measures, if required, will be discussed to reduce noise associated with the project's construction. The analysis will be utilized to meet the provisions of CEQA requirements. The results of the modeling and analysis will be summarized in a noise construction technical memorandum.

TASK 11.8.6 DELIVERABLES

- Noise Technical Memorandum for Construction Activities

11.10 CEQA DOCUMENTATION

11.8.2.1 Categorical Exemption

The anticipated level of CEQA compliance is assumed to be a Categorical Exemption (CE). The County will prepare the CEQA NOE and CE Memorandum. Dewberry will be available for coordination and has allotted up to 6 staff hours for this task. If significant impacts are identified and mitigation measures are required, Dewberry will alert the County of these changes and Dewberry will prepare an amendment accordingly.

TASK 7.4.1.1 DELIVERABLES

- Notice of Exemption
- Categorical Exemption Memorandum

11.11 NEPA DOCUMENTATION

11.8.2.2 Categorical Exclusion

The NEPA Categorical Exclusion is prepared by Caltrans District 6. Dewberry will coordinate with Caltrans District 6 and has allotted up to 4 staff hours for this task. If adverse effects are identified, Dewberry will alert the County and Caltrans of these changes and Dewberry will prepare an amendment accordingly.

TASK 7.4.2.1 DELIVERABLES

- Copy of the CEQA CE Memo for Caltrans' Records

Assumptions

1. No improvements will be made within Caltrans and railroad right-of-way
2. The County will perform the right of way activities including appraisals and acquisitions
3. The proposed structure consists of lengthening the existing reinforced concrete pipe culvert to the south using additional reinforced concrete pipe of the same size as the existing culvert. The culvert will not be modified north of the existing Avenue 56 centerline. No structural modifications will be made to the existing headwall north of Avenue 56.
4. The southern culvert extension will require demolition of the existing headwalls south of Avenue 56 and replacement with reinforced concrete cantilever headwalls. The proposed headwalls will have a maximum height of 10ft, a maximum length of 20ft, and be supported on shallow foundations. The condition of the existing pipe culvert is sufficient to remain in use without structural rehabilitation.

5. Site access and right-of-way entry will be provided by the County.
6. Final PS&E will be delivered prior to the end of 2026. Delays in the project schedule resulting due to issues outside of Dewberry's control may require additional fee.

Exhibit B
Contractor's Cost Proposal

		Prime													TALK HOURS	REGULATION	TANK COSTS
Task #	Task Name	Lead Rate	1347.00	1365.75	1246.08	1287.31	1137.61	1121.56	1252.73	1179.61	1158.97	1104.39	1178.61	1104.39			
			1347.00	1365.75	1246.08	1287.31	1137.61	1121.56	1252.73	1179.61	1158.97	1104.39	1178.61	1104.39			
1.0	Project Management																
1.1	Quality Control / Quality Assurance	10	100												110	\$3,949.00	\$34,000.48
1.2	Existing Document Review					20		5	5						20	\$702.54	\$6,048.79
1.3	Project Coordination														10		\$1,295.87
1.4															30	\$668.08	\$5,757.24
	Total Task 1	16	110			20		5	5						170	\$5,326.22	\$47,162.39
2.0	Surveys, Mapping and Right-of-Way																
2.1	Project Survey Control																
2.2	Permission to Enter Coordination																
2.3	Topographic Surveys																
2.4	Property Surveys and Resolutions (OPTIONAL)																
2.5	Base Map Preparation and Record Survey (OPTIONAL)																
2.6	Acquisition Staking (OPTIONAL)																
2.7	Right of Way Acquisition Support (Plan and Legal Descriptions) (OPTIONAL)																
2.8	Right-of-Way Acquisition Support	4				40		40							84	\$1,171.57	\$12,601.48
	Total Task 2	4				40		40							84	\$1,171.57	\$12,601.48
3.0	Preliminary Engineering (5% PS&E)																
3.1	Preliminary Utility Coordination	4				20		10							24		\$5,030.82
3.2	Prepare Planning Study Drawings																
3.2.1	Prepare Roadway Planning Study Drawing		20			110		200							330		\$44,764.38
3.2.2	Prepare Structural Planning Study Drawing																
3.3	Prepare Planning Estimates	2				8		24							34		\$4,549.84
3.4	Prepare Draft and Final Project Memorandum	8				20		20							48		\$7,309.36
3.4.1	Prepare Draft and Final Roadway Project Memorandum	4				20		20							48		\$7,309.36
3.4.2	Prepare Draft and Final Structures Project Memorandum	2				2		2							4		\$906.70
3.4.3	Preliminary Engineering Meeting	2				2		2							4		\$906.70
	Total Task 3	28				180		254							450		\$62,641.10
4.0	Field Exploration, Geotechnical Engineering and Reporting																
5.0	Drainage and Hydraulics																
6.0	Utility Coordination																
6.1	Utility Coordination	8				40		20							68	\$1,322.18	\$11,383.81
6.2	Utility Polishing (BESS Testlab, Inc.)	8				40		20							68	\$1,322.18	\$11,383.81
	Total Task 6	8				40		20							68	\$1,322.18	\$11,383.81
7.0	Environmental Studies and Consultation with Regulatory Agencies																
7.1	Environmental Team Management and Coordination					146									151	\$844.64	\$18,739.36
7.2	Field Review, Background Investigation, and Preliminary Environmental Study (PES)	8		32											108	\$429.08	\$17,592.18
7.3	Environmental Technical Studies																
7.3.1	Cultural Resources																
7.3.1.1	Research / Coordination							20	16	20					56	\$205.59	\$8,428.14
7.3.1.2	Section 106 and AB 52 Tribal Consultation							4	4	24					36	\$131.56	\$5,384.07
7.3.1.3	Fieldwork							24	16	48					16	\$63.59	\$2,607.06
7.3.1.4	Cultural Resource Reports (HSP/AS/RH/R and FDE)	8		20				180	80	48					336	\$1,428.65	\$56,574.49
7.3.2	Biological Resources																
7.3.2.1	Research/Coordination							4							8	\$46.15	\$1,892.20
7.3.2.2	Field Surveys General Field Surveys	4		4				16							76	\$324.24	\$13,293.98
7.3.2.3	Natural Environment Study (NES)	4		4				32		52		52		92	\$388.27	\$15,965.19	
7.3.2.4	Aquatic Resource Delineation (ARD)	4		4				4		24		24		48	\$206.97	\$12,175.80	
7.3.2.5	Biological Assessment (BA)	4		4				24		24		24		88	\$432.66	\$17,739.88	
7.3.3	Air Quality/Greenhouse Gas Emissions	4		16										16	\$99.23	\$4,068.53	
7.3.4	Community Impact Assessment Memorandum	4		16										60	\$99.23	\$4,068.53	
7.3.5	Phase I Initial Site Assessment (ISA) for Hazardous Materials																
7.3.5.1	Hazardous Materials Sampling and Testing	4		4											4	\$24.81	\$1,017.13
7.3.5.2	Phase I Initial Site Assessment (ISA)	4		12						24					136	\$464.52	\$19,045.51
7.4	Environmental Documents																
7.4.1	CEQA Documentation																
7.4.1.1	Categorical Exemption	4		4											6	\$30.03	\$1,231.14
7.4.2	NEPA Documentation																
7.4.2.1	Categorical Exemption			3											4	\$21.22	\$869.85
7.5	Environmental Documentation (OPTIONAL)																
7.5.1	CEQA Documentation IS/MND (OPTIONAL)																
7.5.2	NEPA EA / FONSI (OPTIONAL)																
7.6	Regulatory Permitting Assistance (OPTIONAL)																
	Total Task 7	38		289				100	244	112	328		280	1349	\$5,614.63	\$226,199.63	
8.0	Final Design (Plans, Specifications, and Estimates)																
8.1	Final Design (5% PS&E)																
8.1.1	Approach Roadway Design	20				100		160							280	\$3,948.89	\$42,474.70
8.1.2	Ingrain Culvert Extension														52	\$733.36	\$7,888.06
8.1.3	Engineer Estimate of Probable Construction Cost	4		16		32									20	\$544.76	\$5,459.44
8.1.4	Contract Specifications / Special Provisions	20				80		120							210	\$2,896.01	\$31,148.76
8.2	90% PS&E	10				40		60							136	\$2,070.72	\$22,551.89
8.3	Final Design (100% PS&E)	16				64		96							136	\$2,070.72	\$22,551.89
8.4	Deliver Final PS&E	8				20		20							48	\$1,152.14	\$8,461.50
	Total Task 8	78				256		412							746	\$12,348.88	\$118,385.26
9.0	Assistance During Bidding (OPTIONAL)																
10.0	Environmental Monitoring & Design Support During Construction (OPTIONAL)																
11.0	Avenue 56 - Additional Eastern 3,000-ft (OPTIONAL)																
	Total Task 11																
	TOTAL DIRECT LABOR HOURS	10	272	289	20	501	751	100	244	112	328		280	2967	\$25,774.48	\$482,133.77	
	OTHER DIRECT COSTS BEFORE OPTIONAL TASKS (see attached sheet)																\$8,227.76
	TOTAL PROJECT COST (BEFORE OPTIONAL TASKS)																\$490,361.53
12.0	Surveys, Mapping and Right-of-Way																
13.0	Drainage and Hydraulics																
14.0	Environmental Documentation (OPTIONAL)																
15.0	CEQA Documentation IS/MND (OPTIONAL)																
15.1	Administrative Draft IS/MND			32				4	8	256	48				348	\$1,143.30	\$46,676.36
15.1.1	Preliminary Draft IS/MND			12				2	2	48	24				88	\$328.08	\$13,492.32
15.1.2	Screencheck Draft IS/MND			20						10	8				20	\$111.64	\$4,577.10
15.1.3	Public Distribution and Review			4											4	\$45.69	\$1,873.14
15.1.4	Draft Final IS/MND			8				4	4	64	24				120	\$457.97	\$18,778.57
15.1.5	Final IS/MND			8				2	2	24	8				42	\$160.81	\$6,593.21
15.1.6	Mitigation Monitoring and Reporting Program (MMRP)			8						24	8				28	\$101.81	\$4,174.30
15.1.7	Final IS/MND			8						24	8				42	\$160.81	\$6,593.21
15.2	NEPA EA / FONSI (OPTIONAL)																
15.2.1	Administrative Draft EA			32													

Task Costs with Escalation

		Percentage Complete Each Year					Total (Must = 100%)	Pre-Escalation Task Cost	Escalation	Escalated Cost (based on % complete)
		7/1/24	7/1/25	7/1/26	7/1/27	7/1/28				
		6/30/25	6/30/26	6/30/27	6/30/28	6/30/29				
1.0	Project Management									
1.1	Project Management		25%	25%	25%	25%	100.00%	\$30,051.48	\$3,949.00	\$34,000.48
1.2	Quality Control / Quality Assurance		25%	25%	25%	25%	100.00%	\$5,346.25	\$702.54	\$6,048.79
1.3	Existing Document Review	100%					100.00%	\$1,295.87		\$1,295.87
1.4	Project Coordination		25%	25%	25%	25%	100.00%	\$5,088.57	\$668.68	\$5,757.24
2.0	Surveys, Mapping and Right-of-Way									
2.1	Project Survey Control									
2.2	Permission to Enter Coordination									
2.3	Topographic Surveys									
2.4	Property Surveys and Resolutions (OPTIONAL)									
2.5	Base Map Preparation and Record Survey (OPTIONAL)									
2.6	Acquisition Staking (OPTIONAL)									
2.7	Right of Way Acquisition Support (Plat and Legal Descriptions) (O									
2.8	Right-of-Way Acquisition Support			100%			100.00%	\$11,429.92	\$1,171.57	\$12,601.48
3.0	Preliminary Engineering (35% PS&E)									
3.1	Preliminary Utility Coordination	100%					100.00%	\$5,030.82		\$5,030.82
3.2	Prepare Planning Study Drawing	100%					100.00%			
3.2.1	Prepare Roadway Planning Study Drawing	100%					100.00%	\$44,764.38		\$44,764.38
3.2.2	Prepare Structures Planning Study Drawing	100%					100.00%			
3.3	Prepare Planning Estimates	100%					100.00%	\$4,549.84		\$4,549.84
3.4	Prepare Draft and Final Project Memorandum	100%					100.00%			
3.4.1	Prepare Draft and Final Roadway Project Memorandum	100%					100.00%	\$7,309.36		\$7,309.36
3.4.2	Prepare Draft and Final Structures Project Memorandum	100%					100.00%			
3.4.3	Preliminary Engineering Meeting	100%					100.00%	\$806.70		\$806.70
4.0	Field Exploration, Geotechnical Engineering and Reporting									
5.0	Drainage and Hydraulics									
6.0	Utility Coordination									
6.1	Utility Coordination		25%	25%	25%	25%	100.00%	\$10,061.63	\$1,322.18	\$11,383.81
7.0	Environmental Studies and Consultation with Regulatory Agencies									
7.1	Environmental Team Management and Coordination	50%	50%				100.00%	\$37,785.72	\$944.64	\$38,730.36
7.2	Field Review, Background Investigation, and Preliminary Environ	50%	50%				100.00%	\$17,163.11	\$429.08	\$17,592.18
7.3	Environmental Technical Studies	50%	50%				100.00%			
7.3.1	Cultural Resources	50%	50%				100.00%			
7.3.1.1	Research / Coordination	50%	50%				100.00%	\$8,223.55	\$205.59	\$8,429.14
7.3.1.2	Section 106 and AB 52 Tribal Consultation	50%	50%				100.00%	\$5,262.51	\$131.56	\$5,394.07
7.3.1.3	Fieldwork	50%	50%				100.00%	\$2,543.48	\$63.59	\$2,607.06
7.3.1.4	Cultural Resource Reports (HPSR/ASR/HRER and FOE)	50%	50%				100.00%	\$57,145.84	\$1,428.65	\$58,574.49
7.3.2	Biological Resources	50%	50%				100.00%			
7.3.2.1	Research / Coordination	50%	50%				100.00%	\$1,846.04	\$46.15	\$1,892.20
7.3.2.2	Field Surveys General Field Surveys	50%	50%				100.00%	\$12,969.74	\$324.24	\$13,293.98
7.3.2.3	Natural Environment Study (NES)	50%	50%				100.00%	\$15,570.91	\$389.27	\$15,960.19
7.3.2.4	Aquatic Resources Delineation (ARD)	50%	50%				100.00%	\$11,878.83	\$296.97	\$12,175.80
7.3.2.5	Biological Assessment (BA)	50%	50%				100.00%	\$17,307.20	\$432.68	\$17,739.88
7.3.3	Air Quality/Greenhouse Gas Emissions	50%	50%				100.00%	\$4,958.30	\$99.23	\$5,057.53
7.3.4	Community Impact Assessment Memorandum	50%	50%				100.00%	\$11,295.74	\$282.39	\$11,578.13
7.3.5	Phase I Initial Site Assessment (ISA) for Hazardous Materials	50%	50%				100.00%			
7.3.5.1	Hazardous Materials Sampling and Testing	50%	50%				100.00%	\$592.33	\$74.81	\$667.14
7.3.5.2	Hazardous Materials Sampling and Testing	50%	50%				100.00%	\$2,166.99	\$270.81	\$2,437.80
7.4	CEQA Environmental Studies	50%	50%				100.00%			
7.4.1	Categorical Exemption	50%	50%				100.00%	\$1,201.11	\$300.04	\$1,501.14
7.4.2	Categorical Exemption	50%	50%				100.00%			
7.4.3	Categorical Exemption	50%	50%				100.00%	\$649.94	\$172.52	\$822.46
7.5	Environmental Documentation (OPTIONAL)	50%	50%				100.00%			
7.5.1	CEQA Documentation (M/N/D) (OPTIONAL)	50%	50%				100.00%			
7.5.2	NEPA EA / FONSI (OPTIONAL)	50%	50%				100.00%			
7.6	Regulatory Permitting Assistance (OPTIONAL)	50%	50%				100.00%			
8.0	Final Design (Plans, Specifications, and Estimates)									
8.1	Final Design (65% PS&E)			100%			100.00%			
8.1.1	Approach Roadway Design			100%			100.00%	\$38,525.80	\$3,948.89	\$42,474.70
8.1.2	Irrigation Culvert Extension			100%			100.00%			
8.1.3	Engineer's Estimate of Probable Construction Cost			100%			100.00%	\$7,154.71	\$733.36	\$7,888.06
8.1.4	Contract Specifications / Special Provisions			100%			100.00%	\$5,314.69	\$544.76	\$5,859.44
8.2	90% PS&E			100%			100.00%	\$28,253.75	\$2,896.01	\$31,149.76
8.3	Final Design (100% PS&E)				100%		100.00%	\$19,481.17	\$3,070.72	\$22,551.89
8.4	Deliver Final PS&E				100%		100.00%	\$7,309.36	\$1,152.14	\$8,461.50
9.0	Assistance During Bidding (OPTIONAL)									
10.0	Environmental Monitoring & Design Support During Construction									
11.0	Avenue 56 - Additional Eastern 3,000-ft (OPTIONAL)									
Optional Tasks										
7.5	Environmental Documentation (OPTIONAL)									
7.5.1	CEQA Documentation (M/N/D) (OPTIONAL)	50%	50%				100.00%			
7.5.1.1	Administrative Draft IS/MND	50%	50%				100.00%	\$45,732.06	\$1,143.30	\$46,875.36
7.5.1.2	Preliminary Draft IS/MND	50%	50%				100.00%	\$13,163.14	\$329.08	\$13,492.22
7.5.1.3	Screencheck Draft IS/MND	50%	50%				100.00%	\$4,465.46	\$111.64	\$4,577.10
7.5.1.4	Public Distribution and Review	50%	50%				100.00%	\$1,827.46	\$45.69	\$1,873.14
7.5.1.5	Draft Final IS/MND	50%	50%				100.00%	\$18,318.61	\$457.97	\$18,776.57
7.5.1.6	Final IS/MND	50%	50%				100.00%	\$6,432.40	\$160.81	\$6,593.21
7.5.1.7	Mitigation Monitoring and Reporting Program (MMRP)	50%	50%				100.00%	\$4,072.48	\$101.81	\$4,174.30
7.5.2	NEPA EA / FONSI (OPTIONAL)	50%	50%				100.00%			
7.5.2.1	Administrative Draft EA	50%	50%				100.00%	\$45,033.61	\$1,125.34	\$46,158.95
7.5.2.2	Preliminary Draft EA	50%	50%				100.00%	\$13,163.14	\$329.08	\$13,492.22
7.5.2.3	Screencheck Draft EA	50%	50%				100.00%	\$4,465.46	\$111.64	\$4,577.10
7.5.2.4	Public Distribution and Review	50%	50%				100.00%	\$1,827.46	\$45.69	\$1,873.14
7.5.2.5	Draft Final EA	50%	50%				100.00%	\$18,318.61	\$457.97	\$18,776.57
7.5.2.6	Final EA	50%	50%	50%			100.00%	\$6,432.40	\$490.47	\$6,922.87
7.6	Regulatory Permitting Assistance (OPTIONAL)			50%	50%		100.00%			
7.6.1	RWQCB Section 401 Water Quality Certification			50%	50%		100.00%	\$10,257.85	\$782.16	\$11,040.01
7.6.2	USACE Section 404 Nationwide Permit			50%	50%		100.00%	\$10,257.85	\$782.16	\$11,040.01
9.0	Assistance During Bidding (OPTIONAL)				100%		100.00%			
9.1	Assistance During Bidding (OPTIONAL)				100%		100.00%	\$4,878.14	\$768.92	\$5,647.06
10.0	Environmental Monitoring & Design Support During Construction				100%		100.00%			
10.1	Environmental Monitoring & Design Support During Construction				100%		100.00%			
11.0	Avenue 56 - Additional Eastern 3,000-ft (OPTIONAL)				100%		100.00%	\$21,638.44	\$3,410.76	\$25,049.20
11.1	Topographic Survey	100%					100.00%			
11.2	Property Surveys and Resolutions	100%					100.00%			
11.3	Preliminary Engineering (35% PS&E)	100%					100.00%	\$16,402.98		\$16,402.98
11.4	Preliminary Engineering (65% PS&E)	100%					100.00%	\$8,467.22		\$8,467.22
11.5	Preliminary Engineering (95% PS&E)	100%					100.00%	\$5,714.96		\$5,714.96
11.6	Preliminary Engineering (100% PS&E)	100%					100.00%	\$3,123.21		\$3,123.21
11.7	Environmental Coordination	100%					100.00%			
11.8	Field Review, Background Investigation, and PES	100%					100.00%			
11.9	Technical Studies									
11.9.1	Cultural Resources	100%					100.00%	\$44,737.06		\$44,737.06
11.9.2	Biological Resources	100%					100.00%	\$23,678.38		\$23,678.38
11.9.3	Air Quality/Greenhouse Gas Emissions	100%					100.00%	\$2,480.81		\$2,480.81
11.9.4	Community Impact Assessment Memorandum	100%					100.00%	\$9,050.71		\$9,050.71
11.9.5	Phase I ISA	100%					100.00%	\$13,118.86		\$13,118.86
11.9.6	Noise Memorandum	100%					100.00%	\$2,480.81		\$2,480.81
11.10	CEQA Documentation		90%	10%			100.00%	\$1,201.11	\$66.36	\$1,267.47
11.11	NEPA Documentation		90%	10%			100.00%	\$848.64	\$46.89	\$895.52
Total Optional Tasks										
								\$183,232.29	\$183,232.29	
								\$36,542.18	\$1,037,703.10	
								\$1,037,703.10	\$1,037,703.10	

Avenue 56 Permanent Restoration Improvements

Tulare County

TBD

Bennett Engineering

Hydraulics & Hydrology & Drainage

Task #		Task Name		Engineer							TASK HOURS	TASK COSTS	
		Allen	Jones	Don	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	
5.0 Drainage and Hydraulics													
5.1	Drainage Analysis	30	10								60	102	\$10,669.43
5.2	Drainage Design		28								40	272	\$39,899.27
5.3	Drainage Report		5								10	55	\$5,627.14
5.4	Hydraulic Analysis (OPTIONAL)												
5.5	Prepare Draft Report (OPTIONAL)												
5.6	Prepare Final Report (OPTIONAL)												
5.7	Complete Location Hydraulic Study (OPTIONAL)												
Total Task 5		30	43	78	36	82	160	429					\$56,195.84
TOTAL DIRECT LABOR HOURS		30	43	78	36	82	160	429					\$56,195.84
											ANTICIPATED SALARY INCREASE	\$2,837.89	
											TOTAL PROJECT COST	\$59,033.73	
Optional Tasks													
5.0 Drainage and Hydraulics													
5.4	Hydraulic Analysis (OPTIONAL)	8	16								32	86	\$10,868.24
5.5	Prepare Draft Report (OPTIONAL)		8								16	40	\$4,681.35
5.6	Prepare Final Report (OPTIONAL)		2								8	18	\$1,935.85
5.7	Complete Location Hydraulic Study (OPTIONAL)		2								8	28	\$2,836.28
Total Optional Tasks		8	28	74	62	74	172					\$20,321.71	
OPTIONAL DIRECT LABOR HOURS		8	28	74	62	74	172					\$20,321.71	
											OPTIONAL ANTICIPATED SALARY INCREASE (see attached sheet)	\$1,026.25	
											TOTAL OPTIONAL COST	\$21,347.96	
TOTAL DIRECT LABOR HOURS		38	71	78	36	144	234	601					\$76,517.55
											ANTICIPATED SALARY INCREASE (see attached sheet)	\$3,864.14	
											TOTAL PROJECT COST	\$80,381.69	

Avenue 56 Permanent Restoration Improvements

Tulare County

Cornerstone Culvert Design

TBD

		Principal, S. Cullers	Project Manager, N. Zermeno	Project Engineer, D. Fagundes	Structural Designer, TBD	QC/QA Manager, M. Weaver	QC/QA Engineer, TBD	TASK HOURS	TASK COSTS
		\$284.50	\$233.21	\$169.77	\$126.86	\$219.21	\$147.00		
Task #	Task Name								
3.0	Preliminary Engineering (35% PS&E)								
3.1	Preliminary Utility Coordination								
3.2	Prepare Planning Study Drawing								
3.2.1	Prepare Roadway Planning Study Drawing								
3.2.2	Prepare Structures Planning Study Drawing	3	16	20			39	\$7,980.24	
3.3	Prepare Planning Estimates								
3.4	Prepare Draft and Final Project Memorandum								
3.4.1	Prepare Draft and Final Roadway Project Memorandum								
3.4.2	Prepare Draft and Final Structures Project Memorandum	5	16	52			73	\$13,981.81	
3.4.3	Preliminary Engineering Meeting		2	4			6	\$1,145.50	
Total Task 3		8	34	76			118	\$23,107.55	
8.0	Final Design (Plans, Specifications, and Estimates)								
8.1	Final Design (65% PS&E)								
8.1.1	Approach Roadway Design								
8.1.2	Irrigation Culvert Extension	6	32	48	56	6	12	\$27,501.91	
8.1.3	Engineer's Estimate of Probable Construction Cost								
8.1.4	Contract Specifications / Special Provisions								
8.2	90% PS&E								
8.3	Final Design (100% PS&E)								
8.4	Deliver Final PS&E								
Total Task 8		6	32	48	56	6	12	\$27,501.91	
TOTAL DIRECT LABOR HOURS		14	66	124	56	6	12	\$50,609.46	
OTHER DIRECT COSTS (see attached sheet)								\$2,500.00	
ANTICIPATED SALARY INCREASE								\$5,658.77	
TOTAL PROJECT COST								\$58,768.23	
Optional Tasks									
9.0	Assistance During Bidding (OPTIONAL)								
9.1	Assistance During Bidding (OPTIONAL)	2	6	8			16	\$3,326.41	
10.0	Environmental Monitoring & Design Support During Construction (OPTIONAL)								
10.1	Environmental Monitoring & Design Support During Construction (OPTIONAL)	4	16	20			40	\$8,264.74	
Total Optional Tasks		6	22	28			56	\$11,591.15	
OPTIONAL DIRECT LABOR HOURS		6	22	28			56	\$11,591.15	
OPTIONAL ANTICIPATED SALARY INCREASE (see attached sheet)								\$1,296.04	
TOTAL OPTIONAL COST								\$12,887.19	
TOTAL DIRECT LABOR HOURS		20	88	152	56	6	12	\$62,200.81	
OTHER DIRECT COSTS (see attached sheet)								\$2,500.00	
ANTICIPATED SALARY INCREASE (see attached sheet)								\$6,954.81	
TOTAL PROJECT COST								\$71,655.42	

Avenue 56 Permanent Restoration Improvements

Tulare County

TBD

MGE

Geotech & Materials Testing

Task #	Task Name	Principal-Charge, Martin Mellroy	Sr. Geotech/Geologists t. D. Lukashov	Junior Engineer, TBD	Administrative Assistant, TBD	TASK HOURS	TASK COSTS
4.0 Field Exploration, Geotechnical Engineering and Reporting							
4.1	Review of Existing Data	10	2			12	\$3,210.67
4.2	Geotechnical and Materials Report	12	60	18	2	92	\$17,679.39
4.3	Pre-Field Activities			10		10	\$1,093.88
4.4	Field Exploration Program			40		40	\$4,375.50
4.5	Laboratory Testing Program			12		12	\$1,312.65
	Total Task 4	22	62	80	2	166	\$27,672.09
7.0 Environmental Studies and Consultation with Regulatory Agencies							
7.3.5	Phase I Initial Site Assessment (ISA) for Hazardous Materials						
7.3.5.1	Hazardous Materials Sampling and Testing	2	16	24		42	\$6,403.61
	Total Task 7	2	16	24		42	\$6,403.61
TOTAL DIRECT LABOR HOURS		24	78	104	2	208	\$34,075.70
OTHER DIRECT COSTS (see attached sheet)							\$33,386.80
TOTAL PROJECT COST						\$67,462.50	

Avenue 56 Permanent Restoration Improvements

Tulare County
TBD

UNICO Survey

Task #	Task Name	Survey Manager							Task Hours	Task Costs
		Rob Markes	Senior Land Surveyor Ryan Ming PLS	Land Surveyor Todd Jordan, PLS	Land Surveyor Roy Porter, LSIT	Party Chief, TBD	Rodman, TBD	Survey Technician, TBD		
2.0 Surveys, Mapping and Right-of-Way										
2.1	Project Survey Control	4		4		8	8		24	\$5,403.55
2.2	Permission to Enter Coordination	4						8	12	\$1,755.25
2.3	Topographic Surveys	5				68	64	68	206	\$38,995.78
	Total Task 2	14		4		76	72	76	242	\$46,154.58
	TOTAL DIRECT LABOR HOURS	14		4		76	72	76	242	\$46,154.58
	TOTAL DIRECT COSTS (see attached sheet)									\$4,220.00
	TOTAL PROJECT COST									\$50,374.58
Optional Tasks										
2.0	Surveys, Mapping and Right-of-Way									
2.4	Property Surveys and Resolution (OPTIONAL)	4	40		48	24	24		140	\$26,079.08
2.5	Base Map Preparation and Record Survey (OPTIONAL)	2	40		16	16		24	98	\$16,668.05
2.6	Acquisition Staking (OPTIONAL)	32	6		96	12	12		158	\$26,236.85
2.7	Right of Way Acquisition Support (Plat and Legal Descriptions) (OPTIONAL)		128						128	\$25,997.04
11.0	Avenue 56 - Additional Eastern 3,000-ft (OPTIONAL)									
11.1	Topographic Survey	4				16	16	20	56	\$10,414.48
11.2	Property Surveys and Resolutions	4	8		16	8	8		44	\$8,287.28
	Total Optional Tasks	46	222		176	76	60	44	624	\$113,682.77
	OPTIONAL DIRECT LABOR HOURS	46	222		176	76	60	44	624	\$113,682.77
	OPTIONAL OTHER DIRECT COSTS (see attached sheet)									\$6,038.92
	TOTAL OPTIONAL COST									\$119,721.69
	TOTAL DIRECT LABOR HOURS	60	222	4	176	152	132	120	866	\$159,837.35
	OTHER DIRECT COSTS (see attached sheet)									\$10,258.92
	TOTAL PROJECT COST									\$170,096.27

EXHIBIT 10-H2 COST PROPOSAL Form 1 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant **Dewberry Engineers Inc.** Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. Ave 56 Permanent Restoration Improvements Contract No. TBD Participation Amount \$ \$900,856.58 Date 12/11/2024

For Combined Rate	Fringe Benefit % + General & Administrative% + Overhead	=	Combined ICR %
	Facilities Capital Cost of Money	=	Combined ICR %
For Home Office	Fringe Benefit % + General & Administrative% + Overhead	=	160.96% Home Office ICR %
For Field Office	Fringe Benefit % + General & Administrative% + Overhead	=	137.28% Field Office ICR %
OR			
FEE % = 12%			

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. Hourly Rate ⁴	% or \$ increase	Hourly Range- for Classification Only	Billing Rate Range for Classification Only
	Straight	OT(1.5x)	OT(2x)	From	To				
Michael Pugh* ENGINEER IX Project Director	\$347.80	\$347.80	\$347.80	7/1/2023	6/30/2024	\$119.00	0.00%	NA	NA
	\$365.19	\$365.19	\$365.19	7/1/2024	6/30/2025	\$124.95	5.00%	NA	NA
	\$383.45	\$383.45	\$383.45	7/1/2025	6/30/2026	\$131.20	5.00%	NA	NA
	\$402.63	\$402.63	\$402.63	7/1/2026	6/30/2027	\$137.76	5.00%	NA	NA
Gregory Gross* ENGINEER VII PM/Design Lead	\$422.76	\$422.76	\$422.76	7/1/2027	6/30/2028	\$144.65	5.00%	NA	NA
	\$265.73	\$265.73	\$265.73	7/1/2023	6/30/2024	\$90.92	0.00%	NA	NA
	\$279.02	\$279.02	\$279.02	7/1/2024	6/30/2025	\$95.47	5.00%	NA	NA
	\$292.97	\$292.97	\$292.97	7/1/2025	6/30/2026	\$100.24	5.00%	NA	NA
Christa Redd* PROFESSIONAL VII Environmental Lead	\$307.62	\$307.62	\$307.62	7/1/2026	6/30/2027	\$105.25	5.00%	NA	NA
	\$323.00	\$323.00	\$323.00	7/1/2027	6/30/2028	\$110.51	5.00%	NA	NA
	\$248.08	\$248.08	\$248.08	7/1/2023	6/30/2024	\$84.88	0.00%	NA	NA
	\$260.49	\$260.49	\$260.49	7/1/2024	6/30/2025	\$89.12	5.00%	NA	NA
Miguel Ramirez* ENGINEER VII QA/QC	\$273.51	\$273.51	\$273.51	7/1/2025	6/30/2026	\$93.58	5.00%	NA	NA
	\$287.18	\$287.18	\$287.18	7/1/2026	6/30/2027	\$98.26	5.00%	NA	NA
	\$301.54	\$301.54	\$301.54	7/1/2027	6/30/2028	\$103.17	5.00%	NA	NA
	\$267.31	\$267.31	\$267.31	7/1/2023	6/30/2024	\$91.46	0.00%	NA	NA
	\$280.68	\$280.68	\$280.68	7/1/2024	6/30/2025	\$96.03	5.00%	NA	NA
	\$294.71	\$294.71	\$294.71	7/1/2025	6/30/2026	\$100.83	5.00%	NA	NA
	\$309.45	\$309.45	\$309.45	7/1/2026	6/30/2027	\$105.88	5.00%	NA	NA
	\$324.92	\$324.92	\$324.92	7/1/2027	6/30/2028	\$111.17	5.00%	NA	NA

EXHIBIT 10-H2 COST PROPOSAL Form 1 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant **Dewberry Engineers Inc.**

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Project No. Ave 56 Permanent Restoration Improvements Contract No. TBD Participation Amount \$ \$900,856.58 Date 12/11/2024

	\$157.44	\$157.44	\$157.44	\$157.44	7/1/2023	6/30/2024	\$53.87	\$47.71	\$60.02	\$139.44	\$175.43
To Be Determined ENGINEER III	\$157.44	\$165.31	\$173.57	\$182.25	7/1/2023	6/30/2024	0.00%	\$50.09	\$63.02	\$146.41	\$184.20
Exempt/Hourly	\$157.44	\$173.57	\$182.25	\$191.36	7/1/2025	6/30/2026	5.00%	\$52.60	\$66.18	\$153.73	\$193.41
To Be Determined ENGINEER II	\$182.25	\$191.36	\$197.27	\$205.65	7/1/2026	6/30/2027	5.00%	\$55.23	\$69.48	\$161.42	\$203.08
Exempt/Hourly	\$182.25	\$191.36	\$197.27	\$205.65	7/1/2027	6/30/2028	5.00%	\$57.99	\$72.96	\$169.49	\$213.24
To Be Determined ENGINEER I	\$137.61	\$144.49	\$151.72	\$159.30	7/1/2023	6/30/2024	0.00%	\$41.61	\$52.56	\$121.61	\$153.61
Exempt/Hourly	\$137.61	\$144.49	\$151.72	\$159.30	7/1/2024	6/30/2025	5.00%	\$43.69	\$55.19	\$127.70	\$161.29
To Be Determined ENGINEER I	\$147.76	\$151.72	\$159.30	\$167.27	7/1/2025	6/30/2026	5.00%	\$45.88	\$57.94	\$134.08	\$169.36
Exempt/Hourly	\$147.76	\$151.72	\$159.30	\$167.27	7/1/2026	6/30/2027	5.00%	\$48.17	\$60.84	\$140.78	\$177.83
To Be Determined TECHNICAL VI	\$121.56	\$127.64	\$134.02	\$140.72	7/1/2027	6/30/2028	5.00%	\$50.58	\$63.88	\$147.82	\$186.72
Exempt/Hourly	\$121.56	\$127.64	\$134.02	\$140.72	7/1/2023	6/30/2024	0.00%	\$36.01	\$47.17	\$105.26	\$137.86
To Be Determined TECHNICAL V	\$209.46	\$219.93	\$230.93	\$242.47	7/1/2024	6/30/2025	5.00%	\$37.82	\$49.53	\$110.52	\$144.75
Exempt/Hourly	\$209.46	\$219.93	\$230.93	\$242.47	7/1/2025	6/30/2026	5.00%	\$39.71	\$52.00	\$116.05	\$151.99
To Be Determined TECHNICAL IV	\$177.65	\$186.53	\$195.86	\$205.65	7/1/2026	6/30/2027	5.00%	\$41.69	\$54.60	\$121.85	\$159.59
Exempt/Hourly	\$177.65	\$186.53	\$195.86	\$205.65	7/1/2027	6/30/2028	5.00%	\$43.78	\$57.33	\$127.94	\$167.57
To Be Determined TECHNICAL III	\$209.46	\$219.93	\$230.93	\$242.47	7/1/2023	6/30/2024	0.00%	\$60.26	\$83.07	\$176.12	\$242.79
Exempt/Hourly	\$209.46	\$219.93	\$230.93	\$242.47	7/1/2024	6/30/2025	5.00%	\$63.27	\$87.22	\$184.93	\$254.93
To Be Determined TECHNICAL II	\$177.65	\$186.53	\$195.86	\$205.65	7/1/2025	6/30/2026	5.00%	\$66.44	\$91.58	\$194.18	\$267.68
Exempt/Hourly	\$177.65	\$186.53	\$195.86	\$205.65	7/1/2026	6/30/2027	5.00%	\$69.76	\$96.16	\$203.88	\$281.06
To Be Determined TECHNICAL I	\$161.75	\$169.84	\$178.33	\$187.25	7/1/2027	6/30/2028	5.00%	\$73.25	\$100.97	\$214.08	\$295.11
Exempt/Hourly	\$161.75	\$169.84	\$178.33	\$187.25	7/1/2023	6/30/2024	0.00%	\$53.41	\$68.16	\$156.09	\$199.21
To Be Determined Non-Exempt/Hourly	\$161.75	\$169.84	\$178.33	\$187.25	7/1/2024	6/30/2025	5.00%	\$56.08	\$71.57	\$163.90	\$209.17
Exempt/Hourly	\$161.75	\$169.84	\$178.33	\$187.25	7/1/2025	6/30/2026	5.00%	\$58.88	\$75.15	\$172.09	\$219.63
To Be Determined TECHNICAL III	\$151.76	\$159.35	\$167.32	\$175.69	7/1/2026	6/30/2027	5.00%	\$61.82	\$78.90	\$180.69	\$230.61
Exempt/Hourly	\$151.76	\$159.35	\$167.32	\$175.69	7/1/2027	6/30/2028	5.00%	\$64.92	\$82.85	\$189.73	\$242.14
To Be Determined TECHNICAL II	\$151.76	\$159.35	\$167.32	\$175.69	7/1/2023	6/30/2024	0.00%	\$49.98	\$60.71	\$146.07	\$177.42
Exempt/Hourly	\$151.76	\$159.35	\$167.32	\$175.69	7/1/2024	6/30/2025	5.00%	\$52.48	\$63.74	\$153.38	\$186.30
To Be Determined TECHNICAL I	\$151.76	\$159.35	\$167.32	\$175.69	7/1/2025	6/30/2026	5.00%	\$55.10	\$66.93	\$161.05	\$195.61
Exempt/Hourly	\$151.76	\$159.35	\$167.32	\$175.69	7/1/2026	6/30/2027	5.00%	\$57.86	\$70.27	\$169.10	\$205.39
To Be Determined TECHNICAL I	\$151.76	\$159.35	\$167.32	\$175.69	7/1/2027	6/30/2028	5.00%	\$60.75	\$73.79	\$177.55	\$215.66
Exempt/Hourly	\$151.76	\$159.35	\$167.32	\$175.69	7/1/2023	6/30/2024	0.00%	\$44.21	\$59.64	\$129.22	\$174.31
To Be Determined TECHNICAL III	\$151.76	\$159.35	\$167.32	\$175.69	7/1/2024	6/30/2025	5.00%	\$46.42	\$62.62	\$135.68	\$183.03
Exempt/Hourly	\$151.76	\$159.35	\$167.32	\$175.69	7/1/2025	6/30/2026	5.00%	\$48.74	\$65.75	\$142.46	\$192.18
To Be Determined TECHNICAL II	\$151.76	\$159.35	\$167.32	\$175.69	7/1/2026	6/30/2027	5.00%	\$51.18	\$69.04	\$149.58	\$201.79
Exempt/Hourly	\$151.76	\$159.35	\$167.32	\$175.69	7/1/2027	6/30/2028	5.00%	\$53.74	\$72.49	\$157.06	\$211.88

EXHIBIT 10-H2 COST PROPOSAL Form 1 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant **Dewberry Engineers Inc.** Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. Ave 56 Permanent Restoration Improvements Contract No. TBD Participation Amount \$ \$900,856.58 Date 12/11/2024

To Be Determined TECHNICAL II	\$120.63 \$126.66 \$133.00 \$139.65 \$146.63	\$120.63 \$126.66 \$133.00 \$139.65 \$146.63	\$120.63 \$126.66 \$133.00 \$139.65 \$146.63	\$126.63 \$132.66 \$139.00 \$145.65 \$152.21	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$41.27 \$43.34 \$45.50 \$47.78 \$50.17	0.00% 5.00% 5.00% 5.00% 5.00%	\$33.56 \$35.23 \$37.00 \$38.85 \$40.79	\$48.99 \$51.44 \$54.01 \$56.71 \$59.55	\$98.08 \$102.98 \$108.13 \$113.54 \$119.21	\$143.18 \$150.34 \$157.86 \$165.75 \$174.04
Non-Exempt/Hourly To Be Determined TECHNICAL I	\$64.51 \$67.73 \$71.12 \$74.68 \$78.41	\$64.51 \$67.73 \$71.12 \$74.68 \$78.41	\$64.51 \$67.73 \$71.12 \$74.68 \$78.41	\$64.51 \$67.73 \$71.12 \$74.68 \$78.41	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$22.07 \$23.17 \$24.33 \$25.55 \$26.83	0.00% 5.00% 5.00% 5.00% 5.00%	\$18.05 \$18.95 \$19.90 \$20.90 \$21.94	\$26.09 \$27.40 \$28.77 \$30.21 \$31.72	\$52.76 \$55.39 \$58.16 \$61.07 \$64.12	\$76.26 \$80.07 \$84.08 \$88.28 \$92.70
Non-Exempt/Hourly To Be Determined CADD TECHNICIAN V	\$203.54 \$213.72 \$224.40 \$235.62 \$247.40	\$203.54 \$213.72 \$224.40 \$235.62 \$247.40	\$203.54 \$213.72 \$224.40 \$235.62 \$247.40	\$203.54 \$213.72 \$224.40 \$235.62 \$247.40	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$69.64 \$73.12 \$76.78 \$80.62 \$84.65	0.00% 5.00% 5.00% 5.00% 5.00%	\$62.60 \$65.73 \$69.02 \$72.47 \$76.09	\$76.68 \$80.51 \$84.54 \$88.77 \$93.21	\$182.97 \$192.11 \$201.72 \$211.81 \$222.40	\$224.11 \$235.32 \$247.09 \$259.44 \$272.41
Non-Exempt/Hourly To Be Determined CADD TECHNICIAN IV	\$168.78 \$177.22 \$186.08 \$195.39 \$205.16	\$168.78 \$177.22 \$186.08 \$195.39 \$205.16	\$168.78 \$177.22 \$186.08 \$195.39 \$205.16	\$168.78 \$177.22 \$186.08 \$195.39 \$205.16	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$57.75 \$60.64 \$63.67 \$66.85 \$70.19	0.00% 5.00% 5.00% 5.00% 5.00%	\$53.68 \$56.37 \$59.19 \$62.15 \$65.25	\$61.81 \$64.90 \$68.15 \$71.56 \$75.13	\$156.91 \$164.75 \$172.99 \$181.64 \$190.72	\$180.66 \$189.69 \$199.18 \$209.14 \$219.60
Non-Exempt/Hourly To Be Determined CADD TECHNICIAN III	\$136.03 \$142.83 \$149.97 \$157.47 \$165.34	\$136.03 \$142.83 \$149.97 \$157.47 \$165.34	\$136.03 \$142.83 \$149.97 \$157.47 \$165.34	\$136.03 \$142.83 \$149.97 \$157.47 \$165.34	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$46.54 \$48.87 \$51.31 \$53.88 \$56.57	0.00% 5.00% 5.00% 5.00% 5.00%	\$39.83 \$41.83 \$43.92 \$46.11 \$48.42	\$53.25 \$55.91 \$58.71 \$61.64 \$64.73	\$116.42 \$122.24 \$128.36 \$134.78 \$141.51	\$155.64 \$163.42 \$171.59 \$180.17 \$189.18
Non-Exempt/Hourly To Be Determined CADD TECHNICIAN II	\$110.82 \$116.36 \$122.18 \$128.29 \$134.70	\$110.82 \$116.36 \$122.18 \$128.29 \$134.70	\$110.82 \$116.36 \$122.18 \$128.29 \$134.70	\$110.82 \$116.36 \$122.18 \$128.29 \$134.70	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$37.92 \$39.81 \$41.80 \$43.89 \$46.09	0.00% 5.00% 5.00% 5.00% 5.00%	\$35.25 \$37.01 \$38.86 \$40.80 \$42.84	\$40.59 \$42.62 \$44.75 \$46.98 \$49.33	\$103.01 \$108.16 \$113.57 \$119.25 \$125.21	\$118.63 \$124.56 \$130.78 \$137.32 \$144.19
Non-Exempt/Hourly To Be Determined CADD TECHNICIAN I	\$94.58 \$99.30 \$104.27 \$109.48 \$114.96	\$94.58 \$99.30 \$104.27 \$109.48 \$114.96	\$94.58 \$99.30 \$104.27 \$109.48 \$114.96	\$94.58 \$99.30 \$104.27 \$109.48 \$114.96	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$32.36 \$33.98 \$35.68 \$37.46 \$39.33	0.00% 5.00% 5.00% 5.00% 5.00%	\$25.31 \$26.58 \$27.91 \$29.30 \$30.77	\$39.41 \$41.38 \$43.44 \$45.62 \$47.90	\$73.98 \$77.68 \$81.56 \$85.64 \$89.92	\$115.17 \$120.93 \$126.98 \$133.32 \$139.99

EXHIBIT 10-H2 COST PROPOSAL Form 1 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant **Dewberry Engineers Inc.**

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Project No. Ave 56 Permanent Restoration Improvements Contract No. TBD Participation Amount \$ \$900,856.58 Date 12/11/2024

Project No.	Ave 56 Permanent Restoration Improvements	Contract No.	TBD	Participation Amount \$	Date				
To Be Determined DESIGNER VI	\$251.08 \$263.63 \$276.82 \$290.66 \$305.19	\$251.08 \$263.63 \$276.82 \$290.66 \$305.19	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	0.00% 5.00% 5.00% 5.00% 5.00%	\$73.83 \$77.52 \$81.40 \$85.47 \$89.74	\$97.98 \$102.88 \$108.02 \$113.42 \$119.10	\$215.79 \$226.58 \$237.91 \$249.80 \$262.29	\$286.37 \$300.69 \$315.72 \$331.51 \$348.08
Exempt/Hourly	\$229.76 \$241.25 \$253.32 \$265.98 \$279.28	\$229.76 \$241.25 \$253.32 \$265.98 \$279.28	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	0.00% 5.00% 5.00% 5.00% 5.00%	\$69.90 \$73.39 \$77.06 \$80.91 \$84.96	\$87.33 \$91.70 \$96.28 \$101.10 \$106.15	\$204.29 \$214.50 \$225.23 \$236.49 \$248.31	\$255.24 \$268.00 \$281.40 \$295.47 \$310.25
To Be Determined DESIGNER IV	\$208.95 \$219.40 \$230.37 \$241.89 \$253.98	\$208.95 \$219.40 \$230.37 \$241.89 \$253.98	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	0.00% 5.00% 5.00% 5.00% 5.00%	\$63.11 \$66.27 \$69.58 \$73.06 \$76.71	\$79.88 \$83.87 \$88.06 \$92.47 \$97.09	\$184.45 \$193.68 \$203.36 \$213.53 \$224.20	\$233.45 \$245.13 \$257.38 \$270.25 \$283.76
Exempt/Hourly	\$183.06 \$192.22 \$201.83 \$211.92 \$222.52	\$183.06 \$192.22 \$201.83 \$211.92 \$222.52	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	0.00% 5.00% 5.00% 5.00% 5.00%	\$53.91 \$56.61 \$59.44 \$62.41 \$65.53	\$71.36 \$74.92 \$78.67 \$82.60 \$86.73	\$157.58 \$165.46 \$173.73 \$182.42 \$191.54	\$208.55 \$218.98 \$229.93 \$241.42 \$253.50
To Be Determined DESIGNER III	\$157.01 \$164.86 \$173.10 \$181.76 \$190.85	\$157.01 \$164.86 \$173.10 \$181.76 \$190.85	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	0.00% 5.00% 5.00% 5.00% 5.00%	\$45.67 \$47.95 \$50.35 \$52.87 \$55.51	\$61.77 \$64.86 \$68.10 \$71.51 \$75.08	\$133.48 \$140.15 \$147.16 \$154.52 \$162.25	\$180.54 \$189.56 \$199.04 \$208.99 \$219.44
Exempt/Hourly	\$126.04 \$132.35 \$138.96 \$145.91 \$153.21	\$126.04 \$132.35 \$138.96 \$145.91 \$153.21	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	0.00% 5.00% 5.00% 5.00% 5.00%	\$34.07 \$35.77 \$37.56 \$39.44 \$41.41	\$52.19 \$54.79 \$57.53 \$60.41 \$63.43	\$99.57 \$104.54 \$109.77 \$115.26 \$121.02	\$152.52 \$160.15 \$168.16 \$176.56 \$185.39
To Be Determined DESIGNER I	\$336.85 \$353.69 \$371.37 \$389.94 \$409.44	\$336.85 \$353.69 \$371.37 \$389.94 \$409.44	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	0.00% 5.00% 5.00% 5.00% 5.00%	\$86.73 \$91.06 \$95.62 \$100.40 \$105.42	\$143.78 \$150.96 \$158.51 \$166.44 \$174.76	\$253.48 \$266.15 \$279.46 \$293.43 \$308.10	\$420.22 \$441.23 \$463.29 \$486.45 \$510.77
Exempt/Hourly	\$336.85 \$353.69 \$371.37 \$389.94 \$409.44	\$336.85 \$353.69 \$371.37 \$389.94 \$409.44	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	0.00% 5.00% 5.00% 5.00% 5.00%	\$86.73 \$91.06 \$95.62 \$100.40 \$105.42	\$143.78 \$150.96 \$158.51 \$166.44 \$174.76	\$253.48 \$266.15 \$279.46 \$293.43 \$308.10	\$420.22 \$441.23 \$463.29 \$486.45 \$510.77

EXHIBIT 10-H2 COST PROPOSAL Form 1 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant **Dewberry Engineers Inc.** Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. Ave 56 Permanent Restoration Improvements Contract No. TBD Participation Amount \$ \$900,856.58 Date 12/11/2024

To Be Determined PROFESSIONAL VIII	\$297.44 \$312.32 \$327.93 \$344.33 \$361.54	\$297.44 \$312.32 \$327.93 \$344.33 \$361.54	\$297.44 \$312.32 \$327.93 \$344.33 \$361.54	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$101.77 \$106.86 \$112.20 \$117.81 \$123.70	0.00% 5.00% 5.00% 5.00% 5.00%	\$91.71 \$96.30 \$101.11 \$106.17 \$111.48	\$111.83 \$117.42 \$123.29 \$129.45 \$135.92	\$268.05 \$281.45 \$295.53 \$310.30 \$325.82	\$326.83 \$343.18 \$360.33 \$378.35 \$397.27
To Be Determined PROFESSIONAL VII	\$252.73 \$265.36 \$278.63 \$292.56 \$307.19	\$252.73 \$265.36 \$278.63 \$292.56 \$307.19	\$252.73 \$265.36 \$278.63 \$292.56 \$307.19	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$86.47 \$90.79 \$95.33 \$100.10 \$105.10	0.00% 5.00% 5.00% 5.00% 5.00%	\$80.64 \$84.67 \$88.90 \$93.35 \$98.01	\$92.30 \$96.92 \$101.76 \$106.85 \$112.20	\$235.68 \$247.46 \$259.83 \$272.83 \$286.47	\$269.78 \$283.27 \$297.43 \$312.30 \$327.92
To Be Determined PROFESSIONAL VI	\$240.42 \$252.44 \$265.07 \$278.32 \$292.23	\$240.42 \$252.44 \$265.07 \$278.32 \$292.23	\$240.42 \$252.44 \$265.07 \$278.32 \$292.23	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$82.26 \$86.37 \$90.69 \$95.23 \$99.99	0.00% 5.00% 5.00% 5.00% 5.00%	\$71.86 \$75.46 \$79.23 \$83.19 \$87.35	\$92.66 \$97.29 \$102.15 \$107.26 \$112.62	\$210.04 \$220.54 \$231.57 \$243.15 \$255.30	\$270.81 \$284.35 \$298.56 \$313.49 \$329.17
To Be Determined PROFESSIONAL V	\$219.44 \$230.41 \$241.94 \$254.03 \$266.73	\$219.44 \$230.41 \$241.94 \$254.03 \$266.73	\$219.44 \$230.41 \$241.94 \$254.03 \$266.73	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$75.08 \$78.84 \$82.78 \$86.92 \$91.26	0.00% 5.00% 5.00% 5.00% 5.00%	\$66.03 \$69.33 \$72.80 \$76.44 \$80.26	\$84.14 \$88.34 \$92.76 \$97.40 \$102.27	\$192.98 \$202.63 \$212.76 \$223.40 \$234.57	\$245.90 \$258.20 \$271.11 \$284.66 \$298.90
To Be Determined PROFESSIONAL IV	\$179.61 \$188.59 \$198.02 \$207.92 \$218.32	\$179.61 \$188.59 \$198.02 \$207.92 \$218.32	\$179.61 \$188.59 \$198.02 \$207.92 \$218.32	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$61.45 \$64.53 \$67.75 \$71.14 \$74.70	0.00% 5.00% 5.00% 5.00% 5.00%	\$55.02 \$57.78 \$60.66 \$63.70 \$66.88	\$67.88 \$71.28 \$74.84 \$78.58 \$82.51	\$160.82 \$168.86 \$177.30 \$186.17 \$195.48	\$198.40 \$208.32 \$218.74 \$229.68 \$241.16
To Be Determined PROFESSIONAL III	\$158.97 \$166.92 \$175.26 \$184.02 \$193.23	\$158.97 \$166.92 \$175.26 \$184.02 \$193.23	\$158.97 \$166.92 \$175.26 \$184.02 \$193.23	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$54.39 \$57.11 \$59.97 \$62.96 \$66.11	0.00% 5.00% 5.00% 5.00% 5.00%	\$47.50 \$49.88 \$52.37 \$54.99 \$57.74	\$61.28 \$64.34 \$67.56 \$70.94 \$74.49	\$138.83 \$145.77 \$153.06 \$160.71 \$168.75	\$179.11 \$188.06 \$197.46 \$207.34 \$217.70
To Be Determined PROFESSIONAL II	\$146.69 \$154.02 \$161.72 \$169.81 \$178.30	\$146.69 \$154.02 \$161.72 \$169.81 \$178.30	\$146.69 \$154.02 \$161.72 \$169.81 \$178.30	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$50.19 \$52.70 \$55.33 \$58.10 \$61.00	0.00% 5.00% 5.00% 5.00% 5.00%	\$43.80 \$43.89 \$46.09 \$48.39 \$50.81	\$58.58 \$61.50 \$64.58 \$67.81 \$71.20	\$122.18 \$128.28 \$134.70 \$141.43 \$148.51	\$171.20 \$179.76 \$188.75 \$198.18 \$208.09

EXHIBIT 10-H2 COST PROPOSAL Form 1 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant **Dewberry Engineers Inc.** Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. Ave 56 Permanent Restoration Improvements Contract No. TBD Participation Amount \$ \$900,856.58 Date 12/11/2024

To Be Determined	\$145.75	\$145.75	\$145.75	\$145.75	7/1/2023	6/30/2024	\$54.84	0.00%	\$49.68	\$60.00	\$132.04	\$159.46
CONSTRUCTION PROFESSIONAL I (Field Rate)	\$153.03	\$153.03	\$153.03	\$153.03	7/1/2024	6/30/2025	\$57.58	5.00%	\$52.17	\$63.00	\$138.64	\$167.43
Exempt/Hourly	\$160.68	\$160.68	\$160.68	\$160.68	7/1/2025	6/30/2026	\$60.46	5.00%	\$54.78	\$66.15	\$145.57	\$175.80
To Be Determined	\$177.16	\$177.16	\$177.16	\$177.16	7/1/2027	6/30/2028	\$66.66	5.00%	\$57.51	\$69.46	\$152.85	\$184.59
INSPECTOR VII ** (Field Rate)	\$275.88	\$334.01	\$392.14	\$392.14	7/1/2023	6/30/2024	\$103.81	0.00%	\$97.61	\$110.00	\$259.42	\$292.33
*** Rates to be charged in accordance with Prevailing Wage Rates at the time of work ***	\$289.67	\$350.71	\$411.75	\$411.75	7/1/2024	6/30/2025	\$109.00	5.00%	\$102.49	\$115.50	\$272.39	\$306.95
To Be Determined	\$304.15	\$368.24	\$432.33	\$432.33	7/1/2025	6/30/2026	\$114.45	5.00%	\$107.62	\$121.28	\$286.01	\$322.30
INSPECTOR VI ** (Field Rate)	\$319.36	\$386.66	\$453.95	\$453.95	7/1/2026	6/30/2027	\$120.17	5.00%	\$113.00	\$127.34	\$300.31	\$338.41
*** Rates to be charged in accordance with Prevailing Wage Rates at the time of work ***	\$335.23	\$405.99	\$476.65	\$476.65	7/1/2027	6/30/2028	\$126.18	5.00%	\$118.65	\$133.71	\$315.32	\$355.33
To Be Determined	\$234.23	\$283.59	\$332.95	\$332.95	7/1/2023	6/30/2024	\$88.14	0.00%	\$79.28	\$97.00	\$210.68	\$257.79
INSPECTOR V ** (Field Rate)	\$245.95	\$297.77	\$349.60	\$349.60	7/1/2024	6/30/2025	\$92.54	5.00%	\$83.24	\$101.85	\$221.22	\$270.68
*** Rates to be charged in accordance with Prevailing Wage Rates at the time of work ***	\$258.24	\$312.66	\$367.08	\$367.08	7/1/2025	6/30/2026	\$97.17	5.00%	\$87.40	\$106.94	\$232.28	\$284.21
To Be Determined	\$271.16	\$328.29	\$385.43	\$385.43	7/1/2026	6/30/2027	\$102.03	5.00%	\$91.77	\$112.29	\$243.89	\$298.42
INSPECTOR V ** (Field Rate)	\$284.71	\$344.71	\$404.70	\$404.70	7/1/2027	6/30/2028	\$107.13	5.00%	\$96.36	\$117.90	\$256.09	\$313.34
*** Rates to be charged in accordance with Prevailing Wage Rates at the time of work ***	\$208.21	\$252.08	\$295.95	\$295.95	7/1/2023	6/30/2024	\$78.34	0.00%	\$74.69	\$82.00	\$198.49	\$217.92
To Be Determined	\$218.62	\$264.69	\$310.75	\$310.75	7/1/2024	6/30/2025	\$82.26	5.00%	\$78.42	\$86.10	\$208.42	\$228.82
INSPECTOR V ** (Field Rate)	\$229.55	\$277.92	\$326.29	\$326.29	7/1/2025	6/30/2026	\$86.38	5.00%	\$82.35	\$90.41	\$218.84	\$240.26
*** Rates to be charged in accordance with Prevailing Wage Rates at the time of work ***	\$241.03	\$291.82	\$342.60	\$342.60	7/1/2026	6/30/2027	\$90.69	5.00%	\$86.46	\$94.93	\$229.78	\$252.27
To Be Determined	\$253.08	\$306.41	\$359.73	\$359.73	7/1/2027	6/30/2028	\$95.23	5.00%	\$90.79	\$99.67	\$241.27	\$264.89
INSPECTOR IV ** (Field Rate)	\$182.18	\$220.57	\$258.96	\$258.96	7/1/2023	6/30/2024	\$68.55	0.00%	\$63.10	\$74.00	\$167.70	\$196.66
*** Rates to be charged in accordance with Prevailing Wage Rates at the time of work ***	\$191.29	\$231.60	\$271.91	\$271.91	7/1/2024	6/30/2025	\$71.98	5.00%	\$66.26	\$77.70	\$176.09	\$206.49
To Be Determined	\$200.86	\$243.18	\$285.50	\$285.50	7/1/2025	6/30/2026	\$75.58	5.00%	\$69.57	\$81.59	\$184.89	\$216.82
INSPECTOR III ** (Field Rate)	\$210.90	\$255.34	\$299.78	\$299.78	7/1/2026	6/30/2027	\$79.36	5.00%	\$73.05	\$85.66	\$194.14	\$227.66
*** Rates to be charged in accordance with Prevailing Wage Rates at the time of work ***	\$221.44	\$268.11	\$314.77	\$314.77	7/1/2027	6/30/2028	\$83.33	5.00%	\$76.70	\$89.95	\$203.84	\$239.04
To Be Determined	\$161.36	\$195.36	\$229.36	\$229.36	7/1/2023	6/30/2024	\$60.72	0.00%	\$56.43	\$65.00	\$149.98	\$172.74
INSPECTOR III ** (Field Rate)	\$169.43	\$205.13	\$240.83	\$240.83	7/1/2024	6/30/2025	\$63.75	5.00%	\$59.26	\$68.25	\$157.48	\$181.38
*** Rates to be charged in accordance with Prevailing Wage Rates at the time of work ***	\$177.90	\$215.39	\$252.87	\$252.87	7/1/2025	6/30/2026	\$66.94	5.00%	\$62.22	\$71.66	\$165.35	\$190.45
To Be Determined	\$186.80	\$226.16	\$265.52	\$265.52	7/1/2026	6/30/2027	\$70.29	5.00%	\$65.33	\$75.25	\$173.62	\$199.97
INSPECTOR II ** (Field Rate)	\$196.14	\$237.47	\$278.79	\$278.79	7/1/2027	6/30/2028	\$73.80	5.00%	\$68.60	\$79.01	\$182.30	\$209.97
*** Rates to be charged in accordance with Prevailing Wage Rates at the time of work ***	\$124.93	\$151.25	\$177.57	\$177.57	7/1/2023	6/30/2024	\$47.01	0.00%	\$37.01	\$57.00	\$98.37	\$151.48
To Be Determined	\$131.17	\$158.81	\$186.45	\$186.45	7/1/2024	6/30/2025	\$49.36	5.00%	\$38.86	\$59.85	\$103.29	\$159.06
INSPECTOR II ** (Field Rate)	\$137.73	\$166.75	\$195.77	\$195.77	7/1/2025	6/30/2026	\$51.83	5.00%	\$40.81	\$62.84	\$108.45	\$167.01
*** Rates to be charged in accordance with Prevailing Wage Rates at the time of work ***	\$144.62	\$175.09	\$205.56	\$205.56	7/1/2026	6/30/2027	\$54.42	5.00%	\$42.85	\$65.98	\$113.87	\$175.36
To Be Determined	\$151.85	\$183.84	\$215.84	\$215.84	7/1/2027	6/30/2028	\$57.14	5.00%	\$44.99	\$69.28	\$119.57	\$184.13

EXHIBIT 10-H2 COST PROPOSAL Form 1 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant **Dewberry Engineers Inc.**

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Project No. Ave 56 Permanent Restoration Improvements Contract No. TBD Date 12/11/2024

Participation Amount \$ \$900,856.58

To Be Determined	\$98.90	\$119.74	\$140.58	7/1/2023	6/30/2024	\$37.21	0.00%	\$34.43	\$40.00	\$91.49	\$106.30
INSPECTOR I ** (Field Rate)	\$103.84	\$125.73	\$147.61	7/1/2024	6/30/2025	\$39.07	5.00%	\$36.15	\$42.00	\$96.07	\$111.62
*** Rates to be charged in accordance with Prevailing Wage Rates at the time of work ***	\$109.04	\$132.01	\$154.99	7/1/2025	6/30/2026	\$41.03	5.00%	\$37.96	\$44.10	\$100.87	\$117.20
To Be Determined	\$114.49	\$138.61	\$162.74	7/1/2026	6/30/2027	\$43.08	5.00%	\$39.85	\$46.31	\$105.92	\$123.06
ADMIN PROFESSIONAL V	\$120.21	\$145.54	\$170.87	7/1/2027	6/30/2028	\$45.23	5.00%	\$41.85	\$48.62	\$111.21	\$129.21
Exempt/Hourly	\$197.64	\$207.52	\$207.52	7/1/2023	6/30/2024	\$67.62	0.00%	\$62.82	\$72.42	\$183.62	\$211.66
ADMIN PROFESSIONAL IV	\$207.52	\$217.90	\$217.90	7/1/2024	6/30/2025	\$71.00	5.00%	\$65.97	\$76.04	\$192.80	\$222.25
Exempt/Hourly	\$228.79	\$228.79	\$228.79	7/1/2025	6/30/2026	\$74.55	5.00%	\$69.26	\$79.84	\$202.44	\$233.36
To Be Determined	\$240.23	\$240.23	\$240.23	7/1/2026	6/30/2027	\$78.28	5.00%	\$72.73	\$83.84	\$212.56	\$245.03
ADMIN PROFESSIONAL III	\$171.33	\$171.33	\$171.33	7/1/2027	6/30/2028	\$82.20	5.00%	\$76.36	\$88.03	\$223.19	\$257.28
Exempt/Hourly	\$179.90	\$188.89	\$188.89	7/1/2023	6/30/2024	\$58.62	0.00%	\$50.15	\$67.10	\$146.56	\$196.10
ADMIN PROFESSIONAL II	\$188.89	\$188.89	\$188.89	7/1/2024	6/30/2025	\$61.55	5.00%	\$52.65	\$70.45	\$153.89	\$205.91
Exempt/Hourly	\$198.34	\$208.25	\$208.25	7/1/2025	6/30/2026	\$64.63	5.00%	\$55.29	\$73.97	\$161.58	\$216.20
To Be Determined	\$132.08	\$132.08	\$132.08	7/1/2026	6/30/2027	\$67.86	5.00%	\$58.05	\$77.67	\$169.66	\$227.01
ADMIN PROFESSIONAL I	\$138.69	\$145.62	\$145.62	7/1/2027	6/30/2028	\$71.25	5.00%	\$60.95	\$81.55	\$178.15	\$238.36
Non-Exempt/Hourly	\$152.90	\$160.55	\$160.55	7/1/2023	6/30/2024	\$45.19	0.00%	\$38.72	\$51.66	\$113.17	\$151.00
ADMIN ASSISTANT II	\$160.55	\$160.55	\$160.55	7/1/2024	6/30/2025	\$47.45	5.00%	\$40.66	\$54.25	\$118.83	\$158.55
To Be Determined	\$112.31	\$112.31	\$112.31	7/1/2025	6/30/2026	\$49.82	5.00%	\$42.69	\$56.96	\$124.77	\$166.47
ADMIN ASSISTANT I	\$123.82	\$123.82	\$123.82	7/1/2026	6/30/2027	\$52.31	5.00%	\$44.82	\$59.81	\$131.01	\$174.80
Exempt/Hourly	\$130.01	\$136.51	\$136.51	7/1/2027	6/30/2028	\$54.93	5.00%	\$47.06	\$62.80	\$137.56	\$183.54
To Be Determined	\$91.16	\$91.16	\$91.16	7/1/2023	6/30/2024	\$38.43	0.00%	\$34.25	\$42.60	\$100.11	\$124.51
ADMIN ASSISTANT I	\$95.72	\$95.72	\$95.72	7/1/2024	6/30/2025	\$40.35	5.00%	\$35.96	\$44.73	\$105.11	\$130.73
Exempt/Hourly	\$100.51	\$100.51	\$100.51	7/1/2025	6/30/2026	\$42.36	5.00%	\$37.76	\$46.97	\$110.37	\$137.27
To Be Determined	\$105.53	\$105.53	\$105.53	7/1/2026	6/30/2027	\$44.48	5.00%	\$39.65	\$49.31	\$115.89	\$144.13
ADMIN ASSISTANT I	\$110.81	\$110.81	\$110.81	7/1/2027	6/30/2028	\$46.71	5.00%	\$41.63	\$51.78	\$121.68	\$151.34
Exempt/Hourly	\$330.69	\$330.69	\$330.69	7/1/2023	6/30/2024	\$31.19	0.00%	\$25.11	\$37.28	\$73.38	\$108.94
GEOGRAPHER/GIS IX	\$347.23	\$347.23	\$347.23	7/1/2024	6/30/2025	\$32.75	5.00%	\$26.36	\$39.14	\$77.05	\$114.39
Exempt/Hourly	\$364.59	\$364.59	\$364.59	7/1/2025	6/30/2026	\$34.39	5.00%	\$27.68	\$41.10	\$80.91	\$120.11
To Be Determined	\$382.82	\$382.82	\$382.82	7/1/2026	6/30/2027	\$36.11	5.00%	\$29.07	\$43.15	\$84.95	\$126.12
ADMIN ASSISTANT I	\$401.96	\$401.96	\$401.96	7/1/2027	6/30/2028	\$37.91	5.00%	\$30.52	\$45.31	\$89.20	\$132.42
Exempt/Hourly	\$330.69	\$330.69	\$330.69	7/1/2023	6/30/2024	\$113.15	0.00%	\$106.29	\$120.00	\$310.66	\$350.73
ADMIN ASSISTANT I	\$347.23	\$347.23	\$347.23	7/1/2024	6/30/2025	\$118.80	5.00%	\$111.60	\$126.00	\$326.19	\$368.26
Exempt/Hourly	\$364.59	\$364.59	\$364.59	7/1/2025	6/30/2026	\$124.74	5.00%	\$117.19	\$132.30	\$342.50	\$386.68
ADMIN ASSISTANT I	\$382.82	\$382.82	\$382.82	7/1/2026	6/30/2027	\$130.98	5.00%	\$123.04	\$138.92	\$359.63	\$406.01
Exempt/Hourly	\$401.96	\$401.96	\$401.96	7/1/2027	6/30/2028	\$137.53	5.00%	\$129.20	\$145.86	\$377.61	\$426.31

EXHIBIT 10-H2 COST PROPOSAL Form 1 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant **Dewberry Engineers Inc.** Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. Ave 56 Permanent Restoration Improvements Contract No. TBD Participation Amount \$ \$900,856.58 Date 12/11/2024

To Be Determined GEOGRAPHER/GIS VIII	\$284.19 \$298.40 \$313.32 \$328.98 \$345.43	\$284.19 \$298.40 \$313.32 \$328.98 \$345.43	\$284.19 \$298.40 \$313.32 \$328.98 \$345.43	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$97.23 \$102.10 \$107.20 \$112.56 \$118.19	0.00% 5.00% 5.00% 5.00% 5.00%	\$88.47 \$92.89 \$97.54 \$102.41 \$107.53	\$106.00 \$111.30 \$116.87 \$122.71 \$128.84	\$258.57 \$271.50 \$285.07 \$299.33 \$314.29	\$309.81 \$325.30 \$341.56 \$358.64 \$376.57
To Be Determined GEOGRAPHER/GIS VII	\$242.85 \$255.00 \$267.74 \$281.13 \$295.19	\$242.85 \$255.00 \$267.74 \$281.13 \$295.19	\$242.85 \$255.00 \$267.74 \$281.13 \$295.19	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$83.09 \$87.25 \$91.61 \$96.19 \$101.00	0.00% 5.00% 5.00% 5.00% 5.00%	\$76.18 \$79.99 \$83.99 \$88.19 \$92.60	\$90.00 \$94.50 \$99.23 \$104.19 \$109.40	\$222.66 \$233.79 \$245.48 \$257.76 \$270.64	\$263.05 \$276.20 \$290.01 \$304.51 \$319.73
To Be Determined GEOGRAPHER/GIS VI	\$211.85 \$222.44 \$233.56 \$245.24 \$257.50	\$211.85 \$222.44 \$233.56 \$245.24 \$257.50	\$211.85 \$222.44 \$233.56 \$245.24 \$257.50	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$72.48 \$76.11 \$79.91 \$83.91 \$88.10	0.00% 5.00% 5.00% 5.00% 5.00%	\$66.97 \$70.32 \$73.83 \$77.52 \$81.40	\$78.00 \$81.90 \$86.00 \$90.29 \$94.81	\$195.73 \$205.51 \$215.79 \$226.58 \$237.91	\$227.97 \$239.37 \$251.34 \$263.91 \$277.10
To Be Determined GEOGRAPHER/GIS V	\$186.01 \$195.32 \$205.08 \$215.34 \$226.10	\$186.01 \$195.32 \$205.08 \$215.34 \$226.10	\$186.01 \$195.32 \$205.08 \$215.34 \$226.10	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$63.64 \$66.83 \$70.17 \$73.68 \$77.36	0.00% 5.00% 5.00% 5.00% 5.00%	\$59.29 \$62.25 \$65.37 \$68.63 \$72.07	\$68.00 \$71.40 \$74.97 \$78.72 \$82.65	\$173.28 \$181.95 \$191.05 \$200.60 \$210.63	\$198.75 \$208.68 \$219.12 \$230.07 \$241.58
To Be Determined GEOGRAPHER/GIS IV	\$165.35 \$173.61 \$182.29 \$191.41 \$200.98	\$165.35 \$173.61 \$182.29 \$191.41 \$200.98	\$165.35 \$173.61 \$182.29 \$191.41 \$200.98	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$56.57 \$59.40 \$62.37 \$65.49 \$68.76	0.00% 5.00% 5.00% 5.00% 5.00%	\$50.15 \$52.65 \$55.29 \$58.05 \$60.95	\$63.00 \$66.15 \$69.46 \$72.93 \$76.58	\$146.56 \$153.89 \$161.58 \$169.66 \$178.15	\$184.13 \$193.34 \$203.01 \$213.16 \$223.81
To Be Determined GEOGRAPHER/GIS III	\$144.68 \$151.91 \$159.51 \$167.48 \$175.86	\$144.68 \$151.91 \$159.51 \$167.48 \$175.86	\$144.68 \$151.91 \$159.51 \$167.48 \$175.86	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$49.50 \$51.98 \$54.57 \$57.30 \$60.17	0.00% 5.00% 5.00% 5.00% 5.00%	\$46.00 \$48.30 \$50.72 \$53.25 \$55.92	\$53.00 \$55.65 \$58.43 \$61.35 \$64.42	\$134.45 \$141.17 \$148.23 \$155.64 \$163.43	\$154.90 \$162.65 \$170.78 \$179.32 \$188.29
To Be Determined GEOGRAPHER/GIS II	\$118.84 \$124.78 \$131.02 \$137.58 \$144.45	\$118.84 \$124.78 \$131.02 \$137.58 \$144.45	\$118.84 \$124.78 \$131.02 \$137.58 \$144.45	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	\$40.66 \$42.69 \$44.83 \$47.07 \$49.42	0.00% 5.00% 5.00% 5.00% 5.00%	\$33.32 \$34.99 \$36.74 \$38.58 \$40.50	\$48.00 \$50.40 \$52.92 \$55.57 \$58.34	\$97.39 \$102.26 \$107.38 \$112.75 \$118.38	\$140.29 \$147.31 \$154.67 \$162.40 \$170.52

EXHIBIT 10-H2 COST PROPOSAL Form 1 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant **Dewberry Engineers Inc.** Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. Ave 56 Permanent Restoration Improvements Contract No. TBD Participation Amount \$ 990,856.58 Date 12/11/2024

Project No.	Contract No.	TBD	7/1/2023	6/30/2024	0.00%	\$36.25	\$38.00	\$105.95	\$111.06
To Be Determined GEOGRAPHER/GIS I	\$108.51 \$113.93 \$119.63 \$125.61 \$131.89	\$108.51 \$113.93 \$119.63 \$125.61 \$131.89	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	0.00% 5.00% 5.00% 5.00% 5.00%	\$37.13 \$38.98 \$40.93 \$42.98 \$45.13	\$38.00 \$39.90 \$41.90 \$43.99 \$46.19	\$105.95 \$111.25 \$116.81 \$122.65 \$128.79	\$111.06 \$116.62 \$122.45 \$128.57 \$135.00
Exempt/Hourly									
To Be Determined ARCHITECT IX	\$289.36 \$303.82 \$319.02 \$334.97 \$351.71	\$289.36 \$303.82 \$319.02 \$334.97 \$351.71	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	0.00% 5.00% 5.00% 5.00% 5.00%	\$99.00 \$103.95 \$109.15 \$114.61 \$120.34	\$110.00 \$115.50 \$121.28 \$127.34 \$133.71	\$257.21 \$270.07 \$283.58 \$297.76 \$312.64	\$321.50 \$337.58 \$354.45 \$372.18 \$390.79
Exempt/Hourly									
To Be Determined ARCHITECT VIII	\$258.35 \$271.27 \$284.83 \$299.08 \$314.03	\$258.35 \$271.27 \$284.83 \$299.08 \$314.03	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	0.00% 5.00% 5.00% 5.00% 5.00%	\$88.39 \$92.81 \$97.46 \$102.33 \$107.44	\$95.00 \$99.75 \$104.74 \$109.97 \$115.47	\$239.05 \$251.00 \$263.55 \$276.73 \$290.56	\$277.66 \$291.54 \$306.12 \$321.43 \$337.50
Exempt/Hourly									
To Be Determined ARCHITECT VII	\$237.69 \$249.57 \$262.05 \$275.15 \$288.91	\$237.69 \$249.57 \$262.05 \$275.15 \$288.91	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	0.00% 5.00% 5.00% 5.00% 5.00%	\$81.32 \$85.39 \$89.66 \$94.14 \$98.85	\$85.00 \$89.25 \$93.71 \$98.40 \$103.32	\$226.94 \$238.29 \$250.20 \$262.71 \$275.85	\$248.43 \$260.85 \$273.90 \$287.59 \$301.97
Exempt/Hourly									
To Be Determined ARCHITECT VI	\$211.85 \$222.44 \$233.56 \$245.24 \$257.50	\$211.85 \$222.44 \$233.56 \$245.24 \$257.50	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	0.00% 5.00% 5.00% 5.00% 5.00%	\$72.48 \$76.11 \$79.91 \$83.91 \$88.10	\$80.00 \$84.00 \$88.20 \$92.61 \$97.24	\$189.88 \$199.38 \$209.34 \$219.81 \$230.80	\$233.82 \$245.51 \$257.78 \$270.67 \$284.21
Exempt/Hourly									
To Be Determined ARCHITECT V	\$191.18 \$200.74 \$210.78 \$221.32 \$232.38	\$191.18 \$200.74 \$210.78 \$221.32 \$232.38	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	0.00% 5.00% 5.00% 5.00% 5.00%	\$65.41 \$68.68 \$72.12 \$75.72 \$79.51	\$71.00 \$74.55 \$78.28 \$82.19 \$86.30	\$174.85 \$183.59 \$192.77 \$202.41 \$212.53	\$207.51 \$217.89 \$228.78 \$240.22 \$252.23
Exempt/Hourly									
To Be Determined ARCHITECT IV	\$170.51 \$179.04 \$187.99 \$197.39 \$207.26	\$170.51 \$179.04 \$187.99 \$197.39 \$207.26	7/1/2023 7/1/2024 7/1/2025 7/1/2026 7/1/2027	6/30/2024 6/30/2025 6/30/2026 6/30/2027 6/30/2028	0.00% 5.00% 5.00% 5.00% 5.00%	\$58.34 \$61.26 \$64.32 \$67.54 \$70.91	\$62.00 \$65.10 \$68.36 \$71.77 \$75.36	\$159.82 \$167.81 \$176.20 \$185.01 \$194.26	\$181.21 \$190.27 \$199.78 \$209.77 \$220.26
Exempt/Hourly									

EXHIBIT 10-H2 COST PROPOSAL Form 1 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant **Dewberry Engineers Inc.** Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. Ave 56 Permanent Restoration Improvements Contract No. TBD **Participation Amount \$** \$900,856.58 Date 12/11/2024

	\$149.85	\$149.85	\$149.85	7/1/2023	6/30/2024	\$51.27	0.00%	\$46.54	\$56.00	\$136.02	\$163.67
To Be Determined ARCHITECT III	\$157.34	\$157.34	\$157.34	7/1/2024	6/30/2025	\$53.83	5.00%	\$48.86	\$58.80	\$142.82	\$171.86
	\$165.20	\$165.20	\$165.20	7/1/2025	6/30/2026	\$56.52	5.00%	\$51.31	\$61.74	\$149.96	\$180.45
Exempt/Hourly	\$173.46	\$173.46	\$173.46	7/1/2026	6/30/2027	\$59.35	5.00%	\$53.87	\$64.83	\$157.46	\$189.47
	\$182.14	\$182.14	\$182.14	7/1/2027	6/30/2028	\$62.32	5.00%	\$56.57	\$68.07	\$165.33	\$198.95
To Be Determined ARCHITECT II	\$129.18	\$129.18	\$129.18	7/1/2023	6/30/2024	\$44.20	0.00%	\$40.39	\$48.00	\$118.06	\$140.29
	\$135.64	\$135.64	\$135.64	7/1/2024	6/30/2025	\$46.41	5.00%	\$42.41	\$50.40	\$123.97	\$147.31
Exempt/Hourly	\$142.42	\$142.42	\$142.42	7/1/2025	6/30/2026	\$48.73	5.00%	\$44.54	\$52.92	\$130.16	\$154.67
	\$149.54	\$149.54	\$149.54	7/1/2026	6/30/2027	\$51.16	5.00%	\$46.76	\$55.57	\$136.67	\$162.40
To Be Determined ARCHITECT I	\$157.02	\$157.02	\$157.02	7/1/2027	6/30/2028	\$53.72	5.00%	\$49.10	\$58.34	\$143.51	\$170.52
	\$113.68	\$113.68	\$113.68	7/1/2023	6/30/2024	\$38.89	0.00%	\$35.79	\$42.00	\$104.60	\$122.75
Exempt/Hourly	\$119.36	\$119.36	\$119.36	7/1/2024	6/30/2025	\$40.84	5.00%	\$37.58	\$44.10	\$109.83	\$128.89
	\$125.33	\$125.33	\$125.33	7/1/2025	6/30/2026	\$42.88	5.00%	\$39.46	\$46.31	\$115.32	\$135.34
	\$131.59	\$131.59	\$131.59	7/1/2026	6/30/2027	\$45.02	5.00%	\$41.43	\$48.62	\$121.08	\$142.10
	\$138.17	\$138.17	\$138.17	7/1/2027	6/30/2028	\$47.28	5.00%	\$43.50	\$51.05	\$127.14	\$149.21

(add pages as necessary)

- 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.
 - Billing rate = (actual hourly rate * (1+ ICR)) * (1+ Fee) / (actual hourly rate * FCCM)**. 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. All costs must comply with the Federal cost principles for reimbursement.
 - For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL FORM 2 OF 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Dewberry Engineers Inc. Contract No. TBD Prime Consultant TBD Subconsultant 12/11/2024
Project No. TBD

SCHEDULE OF OTHER DIRECT COST ITEMS				
PRIME CONSULTANT				
DESCRIPTION OF ITEMS	Quantity	Unit	Unit Cost	Total
U.S. Mail	5.0	EA	\$20.00	\$100.00
Per Diem (At Current GSA Rate)	12.0	EA	\$150.00	\$1,800.00
Personal Vehicle	4272.0	Mile	\$0.58	\$2,477.76
EDR Record Search	1.0	EA	\$350.00	\$350.00
Cultural Record Search	1.0	EA	\$1,000.00	\$1,000.00
Entech - Air Quality/Greenhouse Gas Emissions	1.0	LS	\$2,500.00	\$2,500.00
Base Project ODC's Subtotal				\$8,227.76
Bess Testlab, Inc. - Utility Potholing	1.0	LS	\$24,228.00	\$24,228.00
Entech - Air Quality/ Noise	1.0	LS	\$5,000.00	\$5,000.00
MGE - Hazards Testing	1.0	LS	\$6,400.00	\$6,400.00
Per Diem (At Current GSA Rate)	4.0	EA	\$150.00	\$600.00
Personal Vehicle	1000.0	EA	\$0.58	\$580.00
EDR Record Search	1.0	EA	\$350.00	\$350.00
Cultural Record Search	1.0	EA	\$1,000.00	\$1,000.00
Optional ODC's Subtotal				\$38,158.00
Subconsultant 1:	Bennett Engineering		Total ODC's	\$54,613.52
Subconsultant 2:	Cornerstone			\$80,381.69
Subconsultant 3:	MGE			\$71,655.42
Subconsultant 4:	UNICO			\$67,462.50
	Total Subconsultants			\$170,096.27
				\$444,209.39

Note: Add Additional pages if necessary.

NOTES:

- List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
- Proposed ODC items should be consistently billed regardless of client and contract type.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
- Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
- Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
- If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
- If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
- The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
- Add additional pages if necessary.
- Subconsultants must provide their own cost proposals

EXHIBIT 10-H2 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:

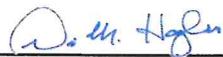
1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - 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: Dennis Haglan Title*: Vice President

Signature:  Date of Certification (mm/dd/yyyy): 12/11/2024

Email: dhaglan@dewberry.com Phone Number: (916) 363-4210

Address: 11060 White Rock Road, Suite 200 | Rancho Cordova, CA 95670

*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:

Transportation Design, Environmental Studies, Water/Wastewater Design, Public Outreach, Construction Management, Transportation Planning, Grant Writing

COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION

Consultant Bennett Engineering Services

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Project Tulare County Avenue 56 Permanent Restoration Contract No. _____ Contract Amount \$ TBD Date 7/17/2024

For Combined Rate	Fringe Benefit %	+ 130.65%	Overhead %	+ 130.65%	General & Administrative	= 130.65%	Combined ICR%
					Fee	= 10%	

BILLING INFORMATION

Name/Job Title/Classification	Loaded Hourly Billing Rates		OT(2x)	Effective Date of Hourly		Actual or Avg. Hourly Rate ⁴	% Escalation Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)		From	To			
Calrton Allen, PE Engineer 8 (Exempt, Non-Prevailing Wage)	\$213.53	N/A	N/A	7/1/2024	6/30/2025	\$84.16		\$80.00 - \$95.00
	\$224.21	N/A	N/A	7/1/2025	6/30/2026	\$88.37	5.0%	\$84.00 - \$99.75
	\$235.42	N/A	N/A	7/1/2026	6/30/2027	\$92.79	5.0%	\$88.20 - \$104.74
	\$247.19	N/A	N/A	7/1/2027	6/30/2028	\$97.43	5.0%	\$92.61 - \$109.97
	\$259.55	N/A	N/A	7/1/2028	6/30/2029	\$102.30	5.0%	\$97.24 - \$115.47
Donald Jones, PE Engineer 7 (Exempt, Non-Prevailing Wage)	\$202.41	N/A	N/A	6/1/2024	6/30/2025	\$79.78		\$75.00 - \$80.00
	\$212.54	N/A	N/A	7/1/2025	6/30/2026	\$83.77	5.0%	\$78.75 - \$84.00
	\$223.17	N/A	N/A	7/1/2026	6/30/2027	\$87.96	5.0%	\$82.69 - \$88.20
	\$234.33	N/A	N/A	7/1/2027	6/30/2028	\$92.36	5.0%	\$86.82 - \$92.61
	\$246.05	N/A	N/A	7/1/2028	6/30/2029	\$96.98	5.0%	\$91.16 - \$97.24
STAFF Engineer 10 (Exempt, Non-Prevailing Wage)	\$298.12	N/A	N/A	6/1/2024	6/30/2025	\$117.50		\$105.00 - \$130.00
	\$313.03	N/A	N/A	7/1/2025	6/30/2026	\$123.38	5.0%	\$110.25 - \$136.50
	\$328.69	N/A	N/A	7/1/2026	6/30/2027	\$129.55	5.0%	\$115.76 - \$143.33
	\$345.13	N/A	N/A	7/1/2027	6/30/2028	\$136.03	5.0%	\$121.55 - \$150.49
	\$362.38	N/A	N/A	7/1/2028	6/30/2029	\$142.83	5.0%	\$127.63 - \$158.02
STAFF Engineer 9 (Exempt, Non-Prevailing Wage)	\$266.40	N/A	N/A	6/1/2024	6/30/2025	\$105.00		\$95.00 - \$115.00
	\$279.72	N/A	N/A	7/1/2025	6/30/2026	\$110.25	5.0%	\$99.75 - \$120.75
	\$293.70	N/A	N/A	7/1/2026	6/30/2027	\$115.76	5.0%	\$104.74 - \$126.79
	\$308.39	N/A	N/A	7/1/2027	6/30/2028	\$121.55	5.0%	\$109.97 - \$133.13
	\$323.82	N/A	N/A	7/1/2028	6/30/2029	\$127.63	5.0%	\$115.47 - \$139.78

CALCULATION INFORMATION

Name/Job Title/Classification	Loaded Hourly Billing Rates		OT(2x)	Effective Date of Hourly		Actual or Avg. Hourly Rate ⁴	% Escalation Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)		From	To			
Calrton Allen, PE Engineer 8 (Exempt, Non-Prevailing Wage)	\$213.53	N/A	N/A	7/1/2024	6/30/2025	\$84.16		\$80.00 - \$95.00
	\$224.21	N/A	N/A	7/1/2025	6/30/2026	\$88.37	5.0%	\$84.00 - \$99.75
	\$235.42	N/A	N/A	7/1/2026	6/30/2027	\$92.79	5.0%	\$88.20 - \$104.74
	\$247.19	N/A	N/A	7/1/2027	6/30/2028	\$97.43	5.0%	\$92.61 - \$109.97
	\$259.55	N/A	N/A	7/1/2028	6/30/2029	\$102.30	5.0%	\$97.24 - \$115.47
Donald Jones, PE Engineer 7 (Exempt, Non-Prevailing Wage)	\$202.41	N/A	N/A	6/1/2024	6/30/2025	\$79.78		\$75.00 - \$80.00
	\$212.54	N/A	N/A	7/1/2025	6/30/2026	\$83.77	5.0%	\$78.75 - \$84.00
	\$223.17	N/A	N/A	7/1/2026	6/30/2027	\$87.96	5.0%	\$82.69 - \$88.20
	\$234.33	N/A	N/A	7/1/2027	6/30/2028	\$92.36	5.0%	\$86.82 - \$92.61
	\$246.05	N/A	N/A	7/1/2028	6/30/2029	\$96.98	5.0%	\$91.16 - \$97.24
STAFF Engineer 10 (Exempt, Non-Prevailing Wage)	\$298.12	N/A	N/A	6/1/2024	6/30/2025	\$117.50		\$105.00 - \$130.00
	\$313.03	N/A	N/A	7/1/2025	6/30/2026	\$123.38	5.0%	\$110.25 - \$136.50
	\$328.69	N/A	N/A	7/1/2026	6/30/2027	\$129.55	5.0%	\$115.76 - \$143.33
	\$345.13	N/A	N/A	7/1/2027	6/30/2028	\$136.03	5.0%	\$121.55 - \$150.49
	\$362.38	N/A	N/A	7/1/2028	6/30/2029	\$142.83	5.0%	\$127.63 - \$158.02
STAFF Engineer 9 (Exempt, Non-Prevailing Wage)	\$266.40	N/A	N/A	6/1/2024	6/30/2025	\$105.00		\$95.00 - \$115.00
	\$279.72	N/A	N/A	7/1/2025	6/30/2026	\$110.25	5.0%	\$99.75 - \$120.75
	\$293.70	N/A	N/A	7/1/2026	6/30/2027	\$115.76	5.0%	\$104.74 - \$126.79
	\$308.39	N/A	N/A	7/1/2027	6/30/2028	\$121.55	5.0%	\$109.97 - \$133.13
	\$323.82	N/A	N/A	7/1/2028	6/30/2029	\$127.63	5.0%	\$115.47 - \$139.78

COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION

Consultant Bennett Engineering Services

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Project Tulare County Avenue 56 Permanent Restoration Contract No. _____

Contract Amount \$ TBD

Date 7/17/2024

For Combined Rate	Fringe Benefit %	+	Overhead %	+	General & Administrative	Combined ICR%
	130.65%		130.65%		=	130.65%
					=	10%

BILLING INFORMATION

Name/Job Title/Classification	Loaded Hourly Billing Rates		OT(2x)		Effective Date of Hourly		Actual or Avg. Hourly Rate ⁴	% Escalation Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	N/A	N/A	From	To			
STAFF Engineer 8 (Exempt, Non-Prevailing Wage)	\$222.00	N/A	N/A	N/A	6/1/2024	6/30/2025	\$87.50		\$80.00
	\$233.11	N/A	N/A	N/A	7/1/2025	6/30/2026	\$91.88	5.0%	\$84.00
	\$244.76	N/A	N/A	N/A	7/1/2026	6/30/2027	\$96.47	5.0%	\$88.20
	\$256.99	N/A	N/A	N/A	7/1/2027	6/30/2028	\$101.29	5.0%	\$92.61
	\$269.83	N/A	N/A	N/A	7/1/2028	6/30/2029	\$106.35	5.0%	\$97.24
STAFF Engineer 7 (Exempt, Non-Prevailing Wage)	\$196.63	N/A	N/A	N/A	6/1/2024	6/30/2025	\$77.50		\$70.00
	\$206.47	N/A	N/A	N/A	7/1/2025	6/30/2026	\$81.38	5.0%	\$73.50
	\$216.80	N/A	N/A	N/A	7/1/2026	6/30/2027	\$85.45	5.0%	\$77.18
	\$227.63	N/A	N/A	N/A	7/1/2027	6/30/2028	\$89.72	5.0%	\$81.03
	\$239.02	N/A	N/A	N/A	7/1/2028	6/30/2029	\$94.21	5.0%	\$85.09
STAFF Engineer 6 (Exempt, Non-Prevailing Wage)	\$171.26	N/A	N/A	N/A	6/1/2024	6/30/2025	\$67.50		\$60.00
	\$179.83	N/A	N/A	N/A	7/1/2025	6/30/2026	\$70.88	5.0%	\$63.00
	\$188.81	N/A	N/A	N/A	7/1/2026	6/30/2027	\$74.42	5.0%	\$66.15
	\$198.25	N/A	N/A	N/A	7/1/2027	6/30/2028	\$78.14	5.0%	\$69.46
	\$208.17	N/A	N/A	N/A	7/1/2028	6/30/2029	\$82.05	5.0%	\$72.93
STAFF Engineer 5 (Exempt, Non-Prevailing Wage)	\$145.89	N/A	N/A	N/A	6/1/2024	6/30/2025	\$57.50		\$50.00
	\$153.19	N/A	N/A	N/A	7/1/2025	6/30/2026	\$60.38	5.0%	\$52.50
	\$160.86	N/A	N/A	N/A	7/1/2026	6/30/2027	\$63.40	5.0%	\$55.13
	\$168.90	N/A	N/A	N/A	7/1/2027	6/30/2028	\$66.57	5.0%	\$57.88
	\$177.35	N/A	N/A	N/A	7/1/2028	6/30/2029	\$69.90	5.0%	\$60.78
STAFF Engineer 4 (Non-Exempt, Non-Prevailing Wage)	\$126.86	\$151.86	\$176.86	\$185.70	6/1/2024	6/30/2025	\$50.00		\$45.00
	\$133.20	\$159.45	\$185.70	\$195.00	7/1/2025	6/30/2026	\$52.50	5.0%	\$47.25
	\$139.87	\$167.44	\$195.00	\$204.77	7/1/2026	6/30/2027	\$55.13	5.0%	\$49.61
	\$146.88	\$175.82	\$204.77	\$214.99	7/1/2027	6/30/2028	\$57.89	5.0%	\$52.09
	\$154.21	\$184.60	\$214.99		7/1/2028	6/30/2029	\$60.78	5.0%	\$54.70

CALCULATION INFORMATION

Name/Job Title/Classification	Actual or Avg. Hourly Rate ⁴	% Escalation Increase	Hourly Range - for Classifications Only
STAFF Engineer 8	\$87.50	5.0%	\$80.00 - \$95.00
(Exempt, Non-Prevailing Wage)	\$91.88	5.0%	\$84.00 - \$99.75
	\$96.47	5.0%	\$88.20 - \$104.74
	\$101.29	5.0%	\$92.61 - \$109.97
	\$106.35	5.0%	\$97.24 - \$115.47
STAFF Engineer 7	\$77.50	5.0%	\$70.00 - \$85.00
(Exempt, Non-Prevailing Wage)	\$81.38	5.0%	\$73.50 - \$89.25
	\$85.45	5.0%	\$77.18 - \$93.71
	\$89.72	5.0%	\$81.03 - \$98.40
	\$94.21	5.0%	\$85.09 - \$103.32
STAFF Engineer 6	\$67.50	5.0%	\$60.00 - \$75.00
(Exempt, Non-Prevailing Wage)	\$70.88	5.0%	\$63.00 - \$78.75
	\$74.42	5.0%	\$66.15 - \$82.69
	\$78.14	5.0%	\$69.46 - \$86.82
	\$82.05	5.0%	\$72.93 - \$91.16
STAFF Engineer 5	\$57.50	5.0%	\$50.00 - \$65.00
(Exempt, Non-Prevailing Wage)	\$60.38	5.0%	\$52.50 - \$68.25
	\$63.40	5.0%	\$55.13 - \$71.66
	\$66.57	5.0%	\$57.88 - \$75.25
	\$69.90	5.0%	\$60.78 - \$79.01
STAFF Engineer 4	\$50.00	5.0%	\$45.00 - \$55.00
(Non-Exempt, Non-Prevailing Wage)	\$52.50	5.0%	\$47.25 - \$57.75
	\$55.13	5.0%	\$49.61 - \$60.64
	\$57.89	5.0%	\$52.09 - \$63.67
	\$60.78	5.0%	\$54.70 - \$66.85

COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION

Consultant Bennett Engineering Services

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Project Tulare County Avenue 56 Permanent Restoration Contract No. _____ Contract Amount \$ **TBD** Date 7/17/2024

For Combined Rate	Fringe Benefit %	Overhead %	General & Administrative	Combined ICR%
	+	+	=	
	130.65%	130.65%	=	130.65%
			=	10%
			Fee	

BILLING INFORMATION

Name/Job Title/Classification	Loaded Hourly Billing Rates		OT(2x)	Effective Date of Hourly		Actual or Avg. Hourly Rate ⁴	% Escalation Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)		From	To			
STAFF Engineer 3 (Non-Exempt, Non-Prevailing Wage)	\$114.17	\$136.67	\$159.17	6/1/2024	6/30/2025	\$45.00		\$40.00 - \$50.00
	\$119.88	\$143.51	\$167.13	7/1/2025	6/30/2026	\$47.25	5.0%	\$42.00 - \$52.50
	\$125.87	\$150.67	\$175.48	7/1/2026	6/30/2027	\$49.61	5.0%	\$44.10 - \$55.13
STAFF Engineer 2 (Non-Exempt, Non-Prevailing Wage)	\$132.16	\$158.21	\$184.25	7/1/2027	6/30/2028	\$52.09	5.0%	\$46.31 - \$57.88
	\$138.76	\$166.10	\$193.45	7/1/2028	6/30/2029	\$54.69	5.0%	\$48.62 - \$60.78
	\$104.02	\$124.52	\$145.02	6/1/2024	6/30/2025	\$41.00		\$37.00 - \$45.00
STAFF Engineer 1 (Non-Exempt, Non-Prevailing Wage)	\$109.22	\$130.75	\$152.27	7/1/2025	6/30/2026	\$43.05	5.0%	\$38.85 - \$47.25
	\$114.68	\$137.28	\$159.88	7/1/2026	6/30/2027	\$45.20	5.0%	\$40.79 - \$49.61
	\$120.41	\$144.14	\$167.87	7/1/2027	6/30/2028	\$47.46	5.0%	\$42.83 - \$52.09
STAFF Engineer 1 (Non-Exempt, Non-Prevailing Wage)	\$126.43	\$151.34	\$176.26	7/1/2028	6/30/2029	\$49.83	5.0%	\$44.97 - \$54.70
	\$93.87	\$112.37	\$130.87	6/1/2024	6/30/2025	\$37.00		\$34.00 - \$40.00
	\$98.57	\$117.99	\$137.42	7/1/2025	6/30/2026	\$38.85	5.0%	\$35.70 - \$42.00
STAFF Engineer 1 (Non-Exempt, Non-Prevailing Wage)	\$103.49	\$123.89	\$144.28	7/1/2026	6/30/2027	\$40.79	5.0%	\$37.49 - \$44.10
	\$108.67	\$130.08	\$151.50	7/1/2027	6/30/2028	\$42.83	5.0%	\$39.36 - \$46.31
	\$114.10	\$136.58	\$159.07	7/1/2028	6/30/2029	\$44.97	5.0%	\$41.33 - \$48.62

CALCULATION INFORMATION

Name/Job Title/Classification	Actual or Avg. Hourly Rate ⁴	% Escalation Increase	Hourly Range - for Classifications Only
STAFF Engineer 3 (Non-Exempt, Non-Prevailing Wage)	\$45.00	5.0%	\$40.00 - \$50.00
STAFF Engineer 2 (Non-Exempt, Non-Prevailing Wage)	\$41.00	5.0%	\$37.00 - \$45.00
STAFF Engineer 1 (Non-Exempt, Non-Prevailing Wage)	\$37.00	5.0%	\$34.00 - \$40.00

SCHEDULE OF OTHER DIRECT COSTS

Consultant Bennett Engineering Services

Prime Consultant

Sub Consultant

Project Tulare County Avenue 56 Permanent Restoration

Date 7/17/2024

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	TBD	Mile		IRS Rate
Outside Reproduction	TBD	Each		Actual Cost
Overnight Shipment / Delivery	TBD	Each		Actual Cost
Subconsultant 1:				\$ -
Subconsultant 2:				\$ -
Subconsultant 3:				\$ -
Subconsultant 4:				\$ -

- NOTES:
- List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
 - Proposed ODC items should be consistently billed regardless of client and contract type.
 - Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
 - Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
 - Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
 - Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
 - If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
 - If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same.
 - The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
 - Add additional pages if necessary.
 - Subconsultants must provide their own cost proposals.
 - ** Indicated Prevailing Wage Work

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:

- 7. Generally Accepted Accounting Principles (GAAP)
- 8. Terms and conditions of the contract
- 9. [Title 23 United States Code Section 112](#) - Letting of Contracts
- 10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
- 11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Services
- 12. [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.

Prime Consultant or Subconsultant Certifying:

Name: Leo Rubio, PE

Title *: President

Signature: 

Date of Certification (mm/dd/yyyy): 7/17/2024

Email: lrubio@ben-en.com

Phone Number: 916-783-4100

Address: 1082 Sunrise Avenue, Suite 100 Roseville, CA 95661

*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:

Drainage & Hydraulics

EXHIBIT 10-F12 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ONE-TIME OR AS NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant: Cornerstone Structural Engineering Group, Inc. Role: **Subconsultant**
(Prime Consultant - Subconsultant - 2nd Tier Subconsultant)

Project No.: TBD Contract No.: TBD Participation Amount: TBD Date: 7/18/2024

Project Name: Avenue 56 Permanent Restoration Project

For Combined Rate	Fringe Benefit %	+	General & Administrative %	=	193.20 Combined ICR%
OR					
For Home Office Rate	Fringe Benefit %	+	General & Administrative %	=	Home Off ICR%
For Field Office Rate	Fringe Benefit %	+	General & Administrative %	=	Field Off ICR%
Fee Rate		=			10.00 Fee %

CALCULATION INFORMATION

BILLING INFORMATION

Name/Classification ¹	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		Actual Hourly Rate and/or Average Hourly Rate ²	% Escalation Increase	Hourly Range for Class
	Straight	Overtime	From	To			
Shawn M. Cullers, Senior Principal*	\$283.75	N/A	1/1/2024	12/31/2024	\$87.98	0.00%	N/A
Shawn M. Cullers, Senior Principal*	\$297.94	N/A	1/1/2025	12/31/2025	\$92.38	5.00%	N/A
Shawn M. Cullers, Senior Principal*	\$312.84	N/A	1/1/2026	12/31/2026	\$97.00	5.00%	N/A
Shawn M. Cullers, Senior Principal*	\$328.48	N/A	1/1/2027	12/31/2027	\$101.85	5.00%	N/A
Shawn M. Cullers, Senior Principal*	\$344.90	N/A	1/1/2028	12/31/2028	\$106.94	5.00%	N/A
Mark A. Weaver, Associate*	\$218.64	N/A	1/1/2024	12/31/2024	\$67.79	0.00%	N/A
Mark A. Weaver, Associate*	\$229.57	N/A	1/1/2025	12/31/2025	\$71.18	5.00%	N/A
Mark A. Weaver, Associate*	\$241.05	N/A	1/1/2026	12/31/2026	\$74.74	5.00%	N/A
Mark A. Weaver, Associate*	\$253.10	N/A	1/1/2027	12/31/2027	\$78.48	5.00%	N/A
Mark A. Weaver, Associate*	\$265.75	N/A	1/1/2028	12/31/2028	\$82.40	5.00%	N/A



Name/Classification ¹	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		Actual Hourly Rate and/or Average Hourly Rate ²	% Escalation Increase	Hourly Range for Class
	Straight	Overtime	From	To			
N. Bobby Zermeno, Associate*	\$232.60	N/A	1/1/2024	12/31/2024	\$72.12	0.00%	N/A
N. Bobby Zermeno, Associate*	\$244.23	N/A	1/1/2025	12/31/2025	\$75.73	5.00%	N/A
N. Bobby Zermeno, Associate*	\$256.44	N/A	1/1/2026	12/31/2026	\$79.51	5.00%	N/A
N. Bobby Zermeno, Associate*	\$269.27	N/A	1/1/2027	12/31/2027	\$83.49	5.00%	N/A
N. Bobby Zermeno, Associate*	\$282.73	N/A	1/1/2028	12/31/2028	\$87.66	5.00%	N/A
Darren Fagundes, Project Engineer*	\$169.32	N/A	1/1/2024	12/31/2024	\$52.50	0.00%	N/A
Darren Fagundes, Project Engineer*	\$177.79	N/A	1/1/2025	12/31/2025	\$55.13	5.00%	N/A
Darren Fagundes, Project Engineer*	\$186.68	N/A	1/1/2026	12/31/2026	\$57.88	5.00%	N/A
Darren Fagundes, Project Engineer*	\$196.01	N/A	1/1/2027	12/31/2027	\$60.78	5.00%	N/A
Darren Fagundes, Project Engineer*	\$205.81	N/A	1/1/2028	12/31/2028	\$63.81	5.00%	N/A
Senior Principal	\$283.75	N/A	1/1/2024	12/31/2024	\$87.98	0.00%	\$85.00 to \$98.00
Senior Principal	\$297.94	N/A	1/1/2025	12/31/2025	\$92.38	5.00%	\$89.25 to \$102.90
Senior Principal	\$312.84	N/A	1/1/2026	12/31/2026	\$97.00	5.00%	\$93.71 to \$108.05
Senior Principal	\$328.48	N/A	1/1/2027	12/31/2027	\$101.85	5.00%	\$98.40 to \$113.45
Senior Principal	\$344.90	N/A	1/1/2028	12/31/2028	\$106.94	5.00%	\$103.32 to \$119.12
Principal	\$303.17	N/A	1/1/2024	12/31/2024	\$94.00	0.00%	\$82.00 to \$94.00
Principal	\$318.33	N/A	1/1/2025	12/31/2025	\$98.70	5.00%	\$86.10 to \$98.70
Principal	\$334.24	N/A	1/1/2026	12/31/2026	\$103.64	5.00%	\$90.41 to \$103.64
Principal	\$350.96	N/A	1/1/2027	12/31/2027	\$108.82	5.00%	\$94.93 to \$108.82
Principal	\$368.50	N/A	1/1/2028	12/31/2028	\$114.26	5.00%	\$99.67 to \$114.26
Senior Associate	\$270.92	N/A	1/1/2024	12/31/2024	\$84.00	0.00%	\$73.50 to \$84.00
Senior Associate	\$284.46	N/A	1/1/2025	12/31/2025	\$88.20	5.00%	\$77.18 to \$88.20
Senior Associate	\$298.69	N/A	1/1/2026	12/31/2026	\$92.61	5.00%	\$81.03 to \$92.61
Senior Associate	\$313.62	N/A	1/1/2027	12/31/2027	\$97.24	5.00%	\$85.09 to \$97.24
Senior Associate	\$329.30	N/A	1/1/2028	12/31/2028	\$102.10	5.00%	\$89.34 to \$102.10
Associate	\$232.60	N/A	1/1/2024	12/31/2024	\$72.12	0.00%	\$60.00 to \$74.00
Associate	\$244.23	N/A	1/1/2025	12/31/2025	\$75.73	5.00%	\$63.00 to \$77.70
Associate	\$256.44	N/A	1/1/2026	12/31/2026	\$79.51	5.00%	\$66.15 to \$81.59
Associate	\$269.27	N/A	1/1/2027	12/31/2027	\$83.49	5.00%	\$69.46 to \$85.66
Associate	\$282.73	N/A	1/1/2028	12/31/2028	\$87.66	5.00%	\$72.93 to \$89.95
Senior Engineer	\$201.90	N/A	1/1/2024	12/31/2024	\$62.60	0.00%	\$56.00 to \$69.00
Senior Engineer	\$211.99	N/A	1/1/2025	12/31/2025	\$65.73	5.00%	\$58.80 to \$72.45
Senior Engineer	\$222.59	N/A	1/1/2026	12/31/2026	\$69.02	5.00%	\$61.74 to \$76.07
Senior Engineer	\$233.72	N/A	1/1/2027	12/31/2027	\$72.47	5.00%	\$64.83 to \$79.88
Senior Engineer	\$245.41	N/A	1/1/2028	12/31/2028	\$76.09	5.00%	\$68.07 to \$83.87

Name/Classification ¹	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		Actual Hourly Rate and/or Average Hourly Rate ²	% Escalation Increase	Hourly Range for Class
	Straight	Overtime	From	To			
Project Engineer	\$169.32	N/A	1/1/2024	12/31/2024	\$52.50	0.00%	\$52.00 to \$64.00
Project Engineer	\$177.79	N/A	1/1/2025	12/31/2025	\$55.13	5.00%	\$54.60 to \$67.20
Project Engineer	\$186.68	N/A	1/1/2026	12/31/2026	\$57.88	5.00%	\$57.33 to \$70.56
Project Engineer	\$196.01	N/A	1/1/2027	12/31/2027	\$60.78	5.00%	\$60.20 to \$74.09
Project Engineer	\$205.81	N/A	1/1/2028	12/31/2028	\$63.81	5.00%	\$63.21 to \$77.79
Staff Engineer	\$156.10	N/A	1/1/2024	12/31/2024	\$48.40	0.00%	\$43.50 to \$54.00
Staff Engineer	\$163.90	N/A	1/1/2025	12/31/2025	\$50.82	5.00%	\$45.68 to \$56.70
Staff Engineer	\$172.10	N/A	1/1/2026	12/31/2026	\$53.36	5.00%	\$47.96 to \$59.54
Staff Engineer	\$180.70	N/A	1/1/2027	12/31/2027	\$56.03	5.00%	\$50.36 to \$62.51
Staff Engineer	\$189.74	N/A	1/1/2028	12/31/2028	\$58.83	5.00%	\$52.87 to \$65.64
Structural Designer 2	\$145.13	N/A	1/1/2024	12/31/2024	\$45.00	0.00%	\$40.00 to \$48.50
Structural Designer 2	\$152.39	N/A	1/1/2025	12/31/2025	\$47.25	5.00%	\$42.00 to \$50.93
Structural Designer 2	\$160.01	N/A	1/1/2026	12/31/2026	\$49.61	5.00%	\$44.10 to \$53.47
Structural Designer 2	\$168.01	N/A	1/1/2027	12/31/2027	\$52.09	5.00%	\$46.31 to \$56.14
Structural Designer 2	\$176.41	N/A	1/1/2028	12/31/2028	\$54.70	5.00%	\$48.62 to \$58.95
Structural Designer 1	\$143.52	N/A	1/1/2024	12/31/2024	\$44.50	0.00%	\$36.00 to \$44.50
Structural Designer 1	\$150.70	N/A	1/1/2025	12/31/2025	\$46.73	5.00%	\$37.80 to \$46.73
Structural Designer 1	\$158.23	N/A	1/1/2026	12/31/2026	\$49.06	5.00%	\$39.69 to \$49.06
Structural Designer 1	\$166.14	N/A	1/1/2027	12/31/2027	\$51.51	5.00%	\$41.67 to \$51.51
Structural Designer 1	\$174.45	N/A	1/1/2028	12/31/2028	\$54.09	5.00%	\$43.76 to \$54.09
Junior Engineer	\$96.76	N/A	1/1/2024	12/31/2024	\$30.00	0.00%	\$30.00 to \$38.00
Junior Engineer	\$101.59	N/A	1/1/2025	12/31/2025	\$31.50	5.00%	\$31.50 to \$39.90
Junior Engineer	\$106.67	N/A	1/1/2026	12/31/2026	\$33.08	5.00%	\$33.08 to \$41.90
Junior Engineer	\$112.01	N/A	1/1/2027	12/31/2027	\$34.73	5.00%	\$34.73 to \$43.99
Junior Engineer	\$117.61	N/A	1/1/2028	12/31/2028	\$36.47	5.00%	\$36.47 to \$46.19

NOTES:

1. Key Personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing Rate = actual hourly rate * (1 + ICR) * (1 + Fee). 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. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.



EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant: Cornerstone Structural Engineering Group, Inc. Role: **Subconsultant**
(Prime Consultant / Subconsultant - 2nd Tier-Subconsultant)
Project No.: TBD Contract No.: TBD Participation Amount: TBD Date: 7/18/2024

Project Name: Avenue 56 Permanent Restoration Project

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	0	mile	IRS Rate	\$ -
Equipment Rental and Supplies	0	each	AT COST	\$ -
Reproduction Costs	0	each	AT COST	\$ -
Shipping Fees	0	each	AT COST	\$ -
Permit Fees	0	each	AT COST	\$ -
Plan Sheets	0	each	AT COST	\$ -
Test	0	each	AT COST	\$ -
Vehicle	0	each	AT COST	\$ -
Subconsultant 1:			\$ -	\$ -
Subconsultant 2:			\$ -	\$ -
Subconsultant 3:			\$ -	\$ -
Subconsultant 4:			\$ -	\$ -
Subconsultant 5:			\$ -	\$ -
Subconsultant 6:			\$ -	\$ -

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.



Exhibit 10-H1

Page 3 of 3

Consultant Cornerstone Structural Engineering Group
Project No. _____ Contract No. _____
Project Name: Avenue 56 Permanent Restoration Project

Date 7/17/2024

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

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: Shawn M. Cullers Title*: President

Signature:  Date of Certification (mm/dd/yyyy): 7/17/2024

Email: scullers@cseq.com Phone Number: 559-320-3200

Address: 986 W. Alluvial Avenue, Suite 201 Fresno CA 93711

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

List Services the consultant is providing under the proposed contract:

See scope of work dated 7/12/2024.

COST PROPOSAL - Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(NON- PREVAILING WAGE CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant MGE Engineering, Inc. Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. AVENUE 56 PERMANENT RESTORATION IMPROVEMENTS Contract No. _____ **Participation Amount \$** _____ Date 7/18/2024

For Combined Rate	Fringe Benefit % + General & Administrative %	=	Combined ICR %
For Home Office Rate	Fringe Benefit 47.32% + General & Administrative 109.76%	=	Home Office ICR 157.08%
For Field Office Rate	Fringe Benefit + General & Administrative	=	Field Office ICR
	Fee = 10%		

BILLING INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²		Effective date of hourly rate		Actual or Avg. hourly rate ⁴	% or \$ increase	Hourly range – for Classification only
	Straight ³	To(1.5x)	From	To			
Martin McIlroy, PE, PG, CEG* Principal/Supervising Engineer/Geologist	\$ 268.65	NA	3/1/2024	12/31/2024	\$ 95.00	0%	Not Applicable
	\$ 282.08	NA	1/1/2025	12/31/2025	\$ 99.75	5%	
	\$ 296.19	NA	1/1/2026	12/31/2026	\$ 104.74	5%	
	\$ 310.99	NA	1/1/2027	12/31/2027	\$ 109.97	5%	
	\$ 326.54	NA	1/1/2028	12/31/2028	\$ 115.47	5%	
Dmitriy Lukashov, PE, EIT Associate Engineer/Geologist	\$ 192.30	NA	3/1/2024	12/31/2024	\$ 68.00	0%	Not Applicable
	\$ 201.91	NA	1/1/2025	12/31/2025	\$ 71.40	5%	
	\$ 212.01	NA	1/1/2026	12/31/2026	\$ 74.97	5%	
	\$ 222.61	NA	1/1/2027	12/31/2027	\$ 78.72	5%	
	\$ 233.74	NA	1/1/2028	12/31/2028	\$ 82.65	5%	
Staff Senior Engineer	\$ 244.61	NA	3/1/2024	12/31/2024	\$ 86.50	0%	77.00 - 96.00
	\$ 256.84	NA	1/1/2025	12/31/2025	\$ 90.83	5%	80.85 - 100.80
	\$ 269.68	NA	1/1/2026	12/31/2026	\$ 95.37	5%	84.89 - 105.84
	\$ 283.17	NA	1/1/2027	12/31/2027	\$ 100.13	5%	89.14 - 111.13
	\$ 297.33	NA	1/1/2028	12/31/2028	\$ 105.14	5%	93.59 - 116.69
Staff Associate Engineer	\$ 192.30	NA	3/1/2024	12/31/2024	\$ 68.00	0%	64.00 - 72.00
	\$ 201.91	NA	1/1/2025	12/31/2025	\$ 71.40	5%	67.20 - 75.60
	\$ 212.01	NA	1/1/2026	12/31/2026	\$ 74.97	5%	70.56 - 79.38
	\$ 222.61	NA	1/1/2027	12/31/2027	\$ 78.72	5%	74.09 - 83.35
	\$ 233.74	NA	1/1/2028	12/31/2028	\$ 82.65	5%	77.79 - 87.52
Staff Assistant Engineer	\$ 131.50	NA	3/1/2024	12/31/2024	\$ 46.50	0%	44.00 - 49.00
	\$ 138.07	NA	1/1/2025	12/31/2025	\$ 48.83	5%	46.20 - 51.45
	\$ 144.97	NA	1/1/2026	12/31/2026	\$ 51.27	5%	48.51 - 54.02
	\$ 152.22	NA	1/1/2027	12/31/2027	\$ 53.83	5%	50.94 - 56.72
	\$ 159.83	NA	1/1/2028	12/31/2028	\$ 56.52	5%	53.48 - 59.56

CALCULATION INFORMATION

Staff Junior Engineer	\$ 104.63	NA	NA	3/1/2024	12/31/2024	\$ 37.00	0%	34.00	-	40.00
	\$ 109.86	NA	NA	1/1/2025	12/31/2025	\$ 38.85	5%	35.70	-	42.00
	\$ 115.36	NA	NA	1/1/2026	12/31/2026	\$ 40.79	5%	37.49	-	44.10
	\$ 121.12	NA	NA	1/1/2027	12/31/2027	\$ 42.83	5%	39.36	-	46.31
	\$ 127.18	NA	NA	1/1/2028	12/31/2028	\$ 44.97	5%	41.33	-	48.62
Staff CADD	\$ 192.30	NA	NA	3/1/2024	12/31/2024	\$ 68.00	0%	64.00	-	72.00
	\$ 201.91	NA	NA	1/1/2025	12/31/2025	\$ 71.40	5%	67.20	-	75.60
	\$ 212.01	NA	NA	1/1/2026	12/31/2026	\$ 74.97	5%	70.56	-	79.38
	\$ 222.61	NA	NA	1/1/2027	12/31/2027	\$ 78.72	5%	74.09	-	83.35
	\$ 233.74	NA	NA	1/1/2028	12/31/2028	\$ 82.65	5%	77.79	-	87.52
Staff Office Administration	\$ 141.39	\$ 212.09	\$ 282.79	3/1/2024	12/31/2024	\$ 50.00	0%	45.00	-	55.00
	\$ 148.46	\$ 222.70	\$ 296.93	1/1/2025	12/31/2025	\$ 52.50	5%	47.25	-	57.75
	\$ 155.89	\$ 233.83	\$ 311.77	1/1/2026	12/31/2026	\$ 55.13	5%	49.61	-	60.64
	\$ 163.68	\$ 245.52	\$ 327.36	1/1/2027	12/31/2027	\$ 57.88	5%	52.09	-	63.67
	\$ 171.87	\$ 257.80	\$ 343.73	1/1/2028	12/31/2028	\$ 60.78	5%	54.70	-	66.85

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). 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. All costs must comply with the Federal cost principles for reimbursement.

COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant MGE Engineering, Inc. Prime Consultant Subconsultant

Project No. AVENUE 56 PERMANENT RESTORATION IMPROVEMENTS Contract No. _____ Date 7/18/2024

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	1440	Mile	\$ 0.67	\$ 964.80
Drilling (Prevailing Wage)	1	lump sum	\$ 8,500.00	\$ 8,500.00
Traffic Control (Prevailing Wage)	2	lump sum	\$ 3,500.00	\$ 7,000.00
Geotechnical Laboratory Testing	1	lump sum	\$ 8,200.00	\$ 8,200.00
Hotel	2	day	\$ 181.00	\$ 362.00
Per Diem	2	day	\$ 80.00	\$ 160.00
Truck Rental (pro-rated per site)	1	week	\$ 200.00	\$ 200.00
N.A.L (Asbestos and Lead Paint Inspections)	1	lump sum	\$ 4,500.00	\$ 4,500.00
PACE Laboratories (EPA Analytical Testing)	1	lump sum	\$ 3,500.00	\$ 3,500.00
			\$	\$ 33,386.80

Note: Add additional pages if necessary.

NOTES:

- List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
- Proposed ODC items should be consistently billed regardless of client and contract type.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
- Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
- Travel costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
- If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
- If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
- The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
- Add additional pages if necessary.
- Subconsultants must provide their own cost proposals.

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:

- 7. Generally Accepted Accounting Principles (GAAP)
- 8. Terms and conditions of the contract
- 9. [Title 23 United States Code Section 112](#) - Letting of Contracts
- 10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
- 11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
- 12. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (as 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.

Prime Consultant or Subconsultant Certifying:

Name: H. Fred Huang, PE Title *: President

Signature : _____ Date of Certification (mm/dd/yyyy): 7/18/2024

Email: fhuang@engineering.com Phone Number: 916-421-1000

Address: 7415 Greenhaven Drive, Suite 100, Sacramento, CA 95831

* 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:

AVENUE 56 PERMANENT RESTORATION IMPROVEMENTS PROJECT - Geotechnical engineering support

SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-Ups are Not Allowed

Consultant UNICO Engineering, Inc.

Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. Avenue 56 Permanent Restoration Contract No. TBD

Participation Amount \$ _____ Date 5-Nov-24

For Combined Rate	Fringe Benefit % + General & Administrative %	=	149.95%	Combined ICR%
For Home Office Rate	Fringe Benefit % + General & Administrative %	=		Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=		Field Office ICR%
	Fee	=		10.00%

BILLING INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²		OT(2x)	Effective Date of Priority Rate		Actual or Average Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)		From	To			
Rob Markes * Survey Manager Exempt	\$254.05	N/A	N/A	1/1/2025	12/31/2025	\$92.40		Not Applicable
	\$266.75	N/A	N/A	1/1/2026	12/31/2026	\$97.02	5.00%	
	\$280.09	N/A	N/A	1/1/2027	12/31/2027	\$101.87	5.00%	
	\$294.09	N/A	N/A	1/1/2028	12/31/2028	\$106.96	5.00%	
	\$308.80	N/A	N/A	1/1/2029	12/31/2029	\$112.31	5.00%	
Ryan Ming, PLS Senior Land Surveyor Non-Exempt	\$203.10	\$304.65	\$406.20	1/1/2025	12/31/2025	\$73.87		Not Applicable
	\$213.26	\$319.89	\$426.51	1/1/2026	12/31/2026	\$77.56	5.00%	
	\$223.92	\$335.88	\$447.84	1/1/2027	12/31/2027	\$81.44	5.00%	
	\$235.12	\$352.67	\$470.23	1/1/2028	12/31/2028	\$85.51	5.00%	
	\$246.87	\$370.31	\$493.74	1/1/2029	12/31/2029	\$89.79	5.00%	
Todd Jordan, PLS Land Surveyor Non-Exempt	\$153.01	\$229.51	\$306.01	1/1/2025	12/31/2025	\$55.65		Not Applicable
	\$160.66	\$240.99	\$321.31	1/1/2026	12/31/2026	\$58.43	5.00%	
	\$168.69	\$253.04	\$337.38	1/1/2027	12/31/2027	\$61.35	5.00%	
	\$177.12	\$265.69	\$354.25	1/1/2028	12/31/2028	\$64.42	5.00%	
	\$185.98	\$278.97	\$371.96	1/1/2029	12/31/2029	\$67.64	5.00%	
Roy Porter, LSIT Land Surveyor Non-Exempt	\$116.93	\$175.40	\$233.87	1/1/2025	12/31/2025	\$42.53		Not Applicable
	\$122.78	\$184.17	\$245.56	1/1/2026	12/31/2026	\$44.66	5.00%	
	\$128.92	\$193.38	\$257.84	1/1/2027	12/31/2027	\$46.89	5.00%	
	\$135.37	\$203.05	\$270.73	1/1/2028	12/31/2028	\$49.23	5.00%	
	\$142.13	\$213.20	\$284.27	1/1/2029	12/31/2029	\$51.70	5.00%	

SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-Ups are Not Allowed

Consultant UNICO Engineering, Inc.

Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. Avenue 56 Permanent Restoration Contract No. TBD Participation Amount \$ _____ Date 5-Nov-24

For Combined Rate	Fringe Benefit % + General & Administrative % _a	=	149.95%	Combined ICR%
For Home Office Rate	Fringe Benefit % + General & Administrative % _a	=		Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative % _a	=		Field Office ICR%
		=		10.00%

Fee

BILLING INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²		Overtime ³		Effective Date of Hourly Rate		Actual or Average Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	O(1.5x)	O(2x)	From	To			
STAFF									
Party Chief **	\$233.70 - \$288.69	\$350.55 - \$433.04	\$467.41 - \$577.38		1/1/2025	12/31/2025	\$89.74		\$85.00 - \$105.00
Non-Exempt	\$245.39 - \$303.13	\$368.08 - \$454.69	\$490.78 - \$606.25		1/1/2026	12/31/2026	\$94.23	5.00%	\$89.25 - \$110.25
	\$257.66 - \$318.28	\$386.49 - \$477.42	\$513.32 - \$636.57		1/1/2027	12/31/2027	\$98.94	5.00%	\$93.71 - \$115.76
	\$270.54 - \$334.20	\$405.81 - \$501.30	\$541.08 - \$668.39		1/1/2028	12/31/2028	\$103.89	5.00%	\$98.40 - \$121.55
	\$284.07 - \$350.91	\$426.10 - \$526.36	\$563.14 - \$701.81		1/1/2029	12/31/2029	\$109.08	5.00%	\$103.32 - \$127.63
STAFF									
Rodman **	\$206.21 - \$261.20	\$309.31 - \$391.80	\$412.42 - \$522.40		1/1/2025	12/31/2025	\$81.90		\$75.00 - \$95.00
Non-Exempt	\$216.52 - \$274.26	\$324.78 - \$411.39	\$433.04 - \$548.52		1/1/2026	12/31/2026	\$86.00	5.00%	\$78.75 - \$99.75
	\$227.35 - \$287.97	\$341.02 - \$431.96	\$454.69 - \$575.94		1/1/2027	12/31/2027	\$90.29	5.00%	\$82.69 - \$104.74
	\$238.71 - \$302.37	\$358.07 - \$453.55	\$477.42 - \$604.74		1/1/2028	12/31/2028	\$94.81	5.00%	\$86.82 - \$109.97
	\$250.65 - \$317.49	\$375.97 - \$476.23	\$501.30 - \$634.97		1/1/2029	12/31/2029	\$99.55	5.00%	\$91.16 - \$115.47
STAFF									
Survey Technician	\$82.48 - \$137.47	\$123.73 - \$206.21	\$164.97 - \$274.95		1/1/2025	12/31/2025	\$33.60		\$30.00 - \$50.00
Non-Exempt	\$86.61 - \$144.35	\$129.91 - \$216.52	\$173.22 - \$288.69		1/1/2026	12/31/2026	\$35.28	5.00%	\$31.50 - \$52.50
	\$90.94 - \$151.56	\$136.41 - \$227.35	\$181.88 - \$303.13		1/1/2027	12/31/2027	\$37.04	5.00%	\$33.08 - \$55.13
	\$95.48 - \$159.14	\$143.23 - \$238.71	\$190.97 - \$318.28		1/1/2028	12/31/2028	\$38.90	5.00%	\$34.73 - \$57.88
	\$100.26 - \$167.10	\$150.39 - \$250.65	\$200.52 - \$334.20		1/1/2029	12/31/2029	\$40.84	5.00%	\$36.47 - \$60.78

CALCULATION INFORMATION

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
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). 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. All costs must comply with the Federal cost principles for reimbursement
- For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

SAMPLE COST PROPOSAL 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

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.

Prime Consultant or Subconsultant Certifying:

Name: Cesar Montes de Oca, PE Title *: President

Signature:  Date of Certification (mm/dd/yyyy): 11/5/2024

Email: cesar@unicoengineering.com Phone Number: 916.900.6623

Address: UNICO Engineering | 80 Blue Ravine Road, Suite 250, Folsom, CA 95630

*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:

Land Surveying

1. Prevailing Wages specified are based on current DIR determination. Any future DIR escalation of prevailing wage rates will be reflected in the loaded rates.
2. "NC" denotes No Charge for work more than 8 hours per day and for weekends and holidays for this contract only.
3. The billing rates shown in this cost proposal for field staff entitled for fringe benefits of the staff. The actual billing rates to be used in the invoices will be calculated by using the actual pay fringe benefits of the individual staff in accordance with the certified benefits statement submitted with each invoice. The billing rates shown in this cost proposal for office staff entitled for fringe benefits of the staff will be calculated by using the actual pay fringe benefits of the individual staff in accordance with the certified benefits statement submitted with each invoice. The billing rates for these employees, including those that fall under general classifications, will be calculated and reimbursed based on their actual hourly rates on xxxxxx. Hourly rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel listed on the cost proposal having similar experience.
5. Travel Time Charges:
 - For Managers: On weekdays up to a maximum of 8 hours will be charged for work time, travel time or any combination of travel and work time. Billing Rate = Loaded Rate Formula "C" above.
 - For Exempt staff: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed as follow:
 - All travel time outside of the regular work day, will be billed without the application of overhead rate as follow: Billing Rate = (Actual Hourly Rate) (1 + Fringe) + (Overhead Base + Cells Fringe)
 - For Non-Exempt Employees: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed at full normal overhead rate (i.e. without the application of the .5X or 2.0X multiplier for off-time as follow:

EXHIBIT 10-H4 COST PROPOSAL FOR CONTRACTS WITH PREVAILING WAGES

ACTUAL COST PLUS FIXED FEE; SPECIFIC RATES OF COMPENSATION AND COST PER UNIT OF WORK CONTRACTS

CONTRACT TYPE (LIST ONE OF THE ABOVE LISTED CONTRACT TYPES)

Total Other Direct Costs Amount \$4,220.00

PRIME SUB X

DATE 11/5/24

CONTRACT NO.

PROJECT NO.

SCHEDULE OF OTHER DIRECT COST ITEMS

Prime Consultant's Name				UNICO Engineering				Subconsultant's Name				Subconsultant's Name			
DESCRIPTION OF ITEMS	UNIT	COST		DESCRIPTION OF ITEMS	UNIT	COST		DESCRIPTION OF ITEMS	UNIT	COST		DESCRIPTION OF ITEMS	UNIT	COST	
Special Tooling				Special Tooling				Special Tooling				Special Tooling			
A.				Communications				Communications				Communications			
B.				Printing & Reproduction *				Printing & Reproduction *				Printing & Reproduction *			
C.				A. Laptop				A. Laptop				A. Laptop			
Travel				A. Per Diem	per night	\$211		A. Laptop				A. Laptop			
A. Per Diem				B. Per Diem	per night			A. Laptop				A. Laptop			
B. Per Diem				C.				A. Laptop				A. Laptop			
C. Personal Vehicles (Mileage)	mile	IRS Rate		A. Vehicle				A. Laptop				A. Laptop			
A. FFCM *	% Labor	0.04%		Delivery Services				A. Laptop				A. Laptop			
* Facility, Capital Cost of Money (FCOM) will be billed as an indirect cost based on the sum of actual hourly rates (AHR) multiplied by the number of monthly hours billed (MHB) multiplied by the FFCM.															
Subconsultant's Name				Subconsultant's Name				Subconsultant's Name				Subconsultant's Name			
DESCRIPTION OF ITEMS	UNIT	COST		DESCRIPTION OF ITEMS	UNIT	COST		DESCRIPTION OF ITEMS	UNIT	COST		DESCRIPTION OF ITEMS	UNIT	COST	
Special Tooling				Special Tooling				Special Tooling				Special Tooling			
A.				A.				A.				A.			
B.				B.				B.				B.			
C.				C.				C.				C.			
Travel				Travel				Travel				Travel			
A. Vehicle				A. Travel				A. Travel				A. Travel			
B.				B.				B.				B.			
C.				C.				C.				C.			

Please Note: Consultant completes all applicable items and deletes what is not applicable

1. Indirect Costs: No Charge
2. Pre-approved Travel and Per Diem will be reimbursed in accordance with the current California Travel Guide for consultants, and detailed in executed Task Order Cost Estimates. No charge will be invoiced for employee relocation costs.
3. Actual costs are based on prices from appropriate vendors and should be competitive in their respective industries. The costs will be supported with appropriate documents detailed in executed Task Order Cost Estimates. Proposed vendors shall be presented in the Task Order Cost Estimate for each project. Pre-approval by the Caltrans Contract Manager will be required and shall be submitted along with the actual invoice.
4. Parking, toll and other transportation cost resulting from commuting and from the employee's residence to the job site as assigned in the Task Order are not reimbursable.
5. Indirect Costs (FCOM) transportation cost resulting from commuting and from the employee's residence to the job site as assigned in the Task Order are not reimbursable.
6. Proposed items shall be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
7. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
8. For those items billed here as "tools of the trade" that is part of indirect cost and not applicable as a direct cost, note as Not Applicable (NA).

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 \$4,000,000 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 claim 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

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.

Exhibit E

Mandatory Fiscal and Federal Provisions Required by
Caltrans for Federally Funded Projects

COUNTY OF TULARE
EXHIBIT E

The Fiscal and Federal Provisions Required by Caltrans for Federally Funded Contracts
(Form Revision approved 07-17-2023, Matter ID: 2024627)

ARTICLE I INTRODUCTION

(Tulare County uses its own introduction clause, included on Page 1 of the Professional Engineering Consulting Services Agreement)

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

(Tulare County uses its own consultant's reports or meetings clause, included on Page 1 of the Professional Engineering Consulting Services Agreement)

ARTICLE III STATEMENT OF WORK

(Tulare County uses its own statement of work clause, included in Exhibit A of the Professional Engineering Consulting Services Agreement)

ARTICLE IV PERFORMANCE PERIOD

- A. This AGREEMENT shall go into effect on 2/17/2025, contingent upon approval by COUNTY, and CONTRACTOR shall commence work after notification to proceed by COUNTY'S Contract Administrator. The AGREEMENT shall end on 1/31/2030, unless extended by AGREEMENT amendment.
- B. CONTRACTOR is advised that any recommendation for AGREEMENT award is not binding on COUNTY until the AGREEMENT is fully executed and approved by COUNTY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

(Tulare County uses Specific Rates of Compensation, Use Sample Cost Proposal 2 [LAPM Chapter 10 Exhibit 10 H1-H3 Cost Proposal \(ca.gov\)](#))

- A. CONTRACTOR will be reimbursed for hours worked at the hourly rates specified in the CONTRACTOR's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONTRACTOR will be reimbursed within thirty (30) days upon receipt by COUNTY'S Contract Administrator of itemized invoices in duplicate.
- B. In addition, CONTRACTOR will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONTRACTOR through issuance of Task Orders.
- D. After a project to be performed under this AGREEMENT is identified by COUNTY, COUNTY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and

will designate a COUNTY Project Coordinator. The draft Task Order will be delivered to CONTRACTOR for review. CONTRACTOR shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both COUNTY and CONTRACTOR.

- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONTRACTOR's approved Cost Proposal.
CONTRACTOR shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.
- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal. CONTRACTOR will be responsible for transportation and subsistence costs in excess of State rates.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONTRACTOR shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONTRACTOR shall not commence performance of work or services until this AGREEMENT has been approved by COUNTY and notification to proceed has been issued by COUNTY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.
- J. A Task Order is of no force or effect until returned to COUNTY and signed by an authorized representative of COUNTY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by COUNTY.
- K. CONTRACTOR will be reimbursed within thirty (30) days upon receipt by COUNTY'S Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which

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CONTRACTOR is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number, project title and Task Order number. Credits due COUNTY that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONTRACTOR prior to the expiration or termination of this AGREEMENT. Invoices shall be emailed to COUNTY's Contract Administrator according to Section 2D of the contract (see page 2 of the contract).

- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.
- M. The total amount payable by COUNTY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.
- N. If CONTRACTOR fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT nor to exceed the scope of work under this AGREEMENT.
- P. The total amount payable by COUNTY for all Task Orders resulting from this AGREEMENT shall not exceed \$1,192,742.83. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.

ARTICLE VI TERMINATION

(Tulare County uses its own termination clause, included on Page 4 of the General Agreement Terms and Conditions revised on 01/1/2021)

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONTRACTOR agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONTRACTOR also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are

subject to repayment by the CONTRACTOR to COUNTY.

- D. When a CONTRACTOR or Subcontractor is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.
- E. CONTRACTOR agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- F. CONTRACTOR also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- G. CONTRACTOR also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- H. Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., are subject to repayment by CONTRACTOR to the COUNTY.
- I. The approved Indirect Cost Rate (ICR), specified in Exhibit B, shall be fixed for the term of this Agreement and no adjustment will be made unless both Parties are in mutual agreement.
- J. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions of this article.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONTRACTOR, Subcontractors, and COUNTY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONTRACTOR's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. COUNTY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONTRACTOR, Subcontractors, and the CONTRACTOR's Independent CPA, that

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are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by COUNTY'S Administrative Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONTRACTOR may request a review by COUNTY'S Administrative Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONTRACTOR from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONTRACTOR and subcontractor AGREEMENTS, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONTRACTOR's responsibility to ensure federal, COUNTY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONTRACTOR and approved by COUNTY Contract Administrator to conform to the audit or review recommendations. CONTRACTOR agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by COUNTY at its sole discretion. Refusal by CONTRACTOR to incorporate audit or review recommendations, or to ensure that the federal, COUNTY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONTRACTOR's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONTRACTOR and approved by the COUNTY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report.

Refusal by the CONTRACTOR to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONTRACTOR's independent CPA, IOAI will work with the CPA and/or CONTRACTOR toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY will reimburse the CONTRACTOR at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
- b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
- c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

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

3. If the CONTRACTOR fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONTRACTOR may submit to COUNTY final

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invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of COUNTY; and, (3) IOAI has issued its final ICR review letter. The CONTRACTOR MUST SUBMIT ITS FINAL INVOICE TO COUNTY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between COUNTY and the CONTRACTOR, either as a prime or subcontractor, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the COUNTY and any Subcontractors, and no subagreement shall relieve the CONTRACTOR of its responsibilities and obligations hereunder. The CONTRACTOR agrees to be as fully responsible to the COUNTY for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR's obligation to pay its Subcontractors is an independent obligation from the COUNTY's obligation to make payments to the CONTRACTOR.
- B. The CONTRACTOR shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the COUNTY Contract Administrator, except that which is expressly identified in the CONTRACTOR's approved Cost Proposal.
- C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subcontractors unless otherwise noted.
- D. CONTRACTOR shall pay its Subcontractors within Fifteen (15) calendar days from receipt of each payment made to the CONTRACTOR by the COUNTY.
- E. Any substitution of Subcontractors must be approved in writing by the COUNTY Contract Administrator in advance of assigning work to a substitute Subcontractor.
- F. Prompt Progress Payment
CONTRACTOR or subcontractor shall pay to any subcontractor, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONTRACTOR on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from

CONTRACTOR or subcontractor to a subcontractor, CONTRACTOR or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

- G. Prompt Payment of Withheld Funds to Subcontractors

Method 1: No retainage will be held by the COUNTY from progress payments due to CONTRACTOR. CONTRACTORS and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the COUNTY's prior written approval. Any violation of these provisions shall subject the violating CONTRACTOR or subcontractor to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONTRACTOR or subcontractor in the event of a dispute involving late payment or nonpayment by CONTRACTOR, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions shall subject the violating CONTRACTOR or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONTRACTOR or subcontractor in the event of a dispute involving late payment or nonpayment by CONTRACTOR, deficient subcontract performance, or noncompliance by a subcontractor.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing by COUNTY's Contract Administrator shall be required before CONTRACTOR enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONTRACTOR services. CONTRACTOR shall provide an evaluation of the necessity or desirability of

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incurring such costs.

- B. For purchase of any item, service, or consulting work not covered in CONTRACTOR's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by COUNTY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

- 1. CONTRACTOR shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONTRACTOR may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONTRACTOR elects to keep the equipment, fair market value shall be determined at CONTRACTOR's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONTRACTOR, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY.

- 2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

- A. No CONTRACTOR or Subcontractor may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONTRACTOR shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance

Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at COUNTY construction sites, at COUNTY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve COUNTY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.

- D. Payroll Records

- 1. Each CONTRACTOR and Subcontractor shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONTRACTOR or Subcontractor in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- a. The information contained in the payroll record is true and correct.

- b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

- 2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONTRACTOR under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by COUNTY representatives at all reasonable hours at the principal office of the CONTRACTOR. The CONTRACTOR shall provide copies of certified payrolls or permit inspection of its records as follows:

- a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's

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authorized representative on request.

b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONTRACTOR.

c. The public shall not be given access to certified payroll records by the CONTRACTOR. The CONTRACTOR is required to forward any requests for certified payrolls to the COUNTY Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONTRACTOR shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by COUNTY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONTRACTOR or Subcontractor performing the work shall not be marked or obliterated.

5. The CONTRACTOR shall inform COUNTY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The CONTRACTOR or Subcontractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONTRACTOR or Subcontractor fails to comply within the ten (10) day period, he or she shall, as a penalty to COUNTY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by COUNTY from payments then due. CONTRACTOR is not subject to a

penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.

E. When prevailing wage rates apply, the CONTRACTOR is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the COUNTY Contract Administrator.

F. Penalty

1. The CONTRACTOR and any of its Subcontractors shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONTRACTOR and any Subcontractor shall forfeit to the COUNTY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONTRACTOR or by its Subcontractor in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONTRACTOR or Subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the CONTRACTOR or Subcontractor in meeting their respective prevailing wage obligations, or the willful failure by the CONTRACTOR or Subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONTRACTOR or Subcontractor had knowledge of the obligations under the Labor Code. The CONTRACTOR is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONTRACTOR or Subcontractor.

4. If a worker employed by a Subcontractor on a public works project is not paid the general prevailing per diem wages by the Subcontractor, the prime CONTRACTOR of the project is not liable for the penalties described above unless the prime CONTRACTOR had

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knowledge of that failure of the Subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime CONTRACTOR fails to comply with all of the following requirements:

a. The AGREEMENT executed between the CONTRACTOR and the Subcontractor for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

b. The CONTRACTOR shall monitor the payment of the specified general prevailing rate of per diem wages by the Subcontractor to the employees by periodic review of the certified payroll records of the Subcontractor.

c. Upon becoming aware of the Subcontractor's failure to pay the specified prevailing rate of wages to the Subcontractor's workers, the CONTRACTOR shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subcontractor for work performed on the public works project.

d. Prior to making final payment to the Subcontractor for work performed on the public works project, the CONTRACTOR shall obtain an affidavit signed under penalty of perjury from the Subcontractor that the Subcontractor had paid the specified general prevailing rate of per diem wages to the Subcontractor's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, COUNTY shall notify the CONTRACTOR on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subcontractor has failed to pay workers the general prevailing rate of per diem wages.

6. If COUNTY determines that employees of a Subcontractor were not paid the general prevailing rate of per diem wages and if COUNTY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONTRACTOR shall withhold an amount of moneys due the Subcontractor sufficient to pay

those employees the general prevailing rate of per diem wages if requested by COUNTY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONTRACTOR shall forfeit, as a penalty to the COUNTY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONTRACTOR or any of its Subcontractors for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONTRACTOR and any subcontractors under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONTRACTORS and subcontractors are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONTRACTOR and subcontractors are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONTRACTOR is responsible for all subcontractors' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

A. During the term of this AGREEMENT, the CONTRACTOR shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this AGREEMENT or any ensuing COUNTY construction project. The CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing COUNTY construction project

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which will follow.

- B. CONTRACTOR certifies that it has disclosed to COUNTY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONTRACTOR agrees to advise COUNTY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONTRACTOR further agrees to complete any statements of economic interest if required by either COUNTY ordinance or State law.
- C. The CONTRACTOR hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. The CONTRACTOR hereby certifies that the CONTRACTOR or subcontractor and any firm affiliated with the CONTRACTOR or subcontractor that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

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

The CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

- 1. No State, Federal, or COUNTY appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State

Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.

- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- A. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- B. The CONTRACTOR also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. The CONTRACTOR's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONTRACTOR has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, CONTRACTOR and its subcontractors shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed,

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color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONTRACTOR and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

- C. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by COUNTY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONTRACTOR shall permit access by representatives of the Department of Fair Employment and Housing and the COUNTY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or COUNTY shall require to ascertain compliance with this clause.
- E. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONTRACTOR, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

- H. The CONTRACTOR shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subcontractors.
- I. CONTRACTOR, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the COUNTY components of the DBE Program Plan, CONTRACTOR, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONTRACTOR's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONTRACTOR or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 - 3. Does not have a proposed debarment pending; and
 - 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to COUNTY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

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- C. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. CONTRACTOR, subrecipient (COUNTY), or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, The COUNTY shows a contract goal for DBEs. CONTRACTOR shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

CONTRACTOR shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is CONTRACTOR's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes or work code applicable to the type of work the firm will perform on the contract. Additionally, the CONTRACTOR is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONTRACTOR purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance

Programs". CONTRACTORS who enter into a federally-funded agreement will assist the COUNTY in a good faith effort to achieve California's statewide overall DBE goal.

- B. The goal for DBE participation for this AGREEMENT is 19%. Participation by DBE CONTRACTOR or subcontractors shall be in accordance with information contained in [Exhibit 10-O2: Consultant Contract DBE Commitment](#) attached hereto and incorporated as part of the AGREEMENT. If a DBE subcontractor is unable to perform, CONTRACTOR must make a good faith effort to replace him/her with another DBE subcontractor, if the goal is not otherwise met.

- C. CONTRACTOR can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONTRACTOR must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONTRACTOR has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

- D. Contract Assurance
Under 49 CFR 26.13(b):
CONTRACTOR, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONTRACTOR shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying CONTRACTOR from future proposing as non-responsible

- E. Termination and Replacement of DBE Subcontractors
CONTRACTOR shall utilize the specific DBEs listed to perform the work and supply the materials for which each

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is listed unless CONTRACTOR or DBE subcontractor obtains the COUNTY's written consent. CONTRACTOR shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the COUNTY. Unless the COUNTY's consent is provided, the CONTRACTOR shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form.

Termination of DBE Subcontractors

After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from COUNTY:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The COUNTY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the COUNTY's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The COUNTY determines other documented good cause.

CONSULTANT must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the CONTRACTOR's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the COUNTY. The written notice to the DBE must request they provide any response within five (5) business days to both the CONTRACTOR and the COUNTY by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within five (5) business days, CONTRACTOR may move forward with the request as if the DBE had agreed to CONTRACTOR's written notice.
3. Submit CONTRACTOR's DBE termination request by written letter to the COUNTY and include:
 - One or more above listed justifiable reasons along with supporting documentation.
 - CONTRACTOR written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONTRACTOR's written notice.
 - The DBE's response to CONTRACTOR's written notice, if received. If a written response was not provided, provide a statement to that effect.

The COUNTY shall respond in writing to CONTRACTOR's DBE termination request within five (5) business days.

Replacement of DBE Subcontractors

After receiving the COUNTY's written authorization of DBE termination request, CONTRACTOR's written agreement for DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the COUNTY which must include:
 - Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.
 - The proposed DBE replacement firm's

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business information, the work they have agreed to perform, and the following:

- Description of scope of work and cost proposal
- Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
- Revised Exhibit 10-O2: Consultant Contract DBE Commitment

2. If CONTRACTOR has not identified a DBE replacement firm, submit documentation of CONTRACTOR's GFEs to use DBE replacement firms within seven (7) days of COUNTY's authorization to terminate the DBE. CONTRACTOR may request the COUNTY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:

- Search results of certified DBEs available to perform the original DBE work identified and or other work CONTRACTOR had intended to self-perform, to the extent needed to meet DBE commitment
- Solicitations of DBEs for performance of work identified
- Correspondence with interested DBEs that may have included contract details and requirements
- Negotiation efforts with DBEs that reflect why an agreement was not reached
- If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
- Copies of each DBE's and non-DBE's price quotes for work identified, as the COUNTY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
- Additional documentation that supports CONTRACTOR's GFE

The COUNTY shall respond in writing to CONTRACTOR's DBE replacement request within five (5) business days.

F. Commitment and Utilization

The COUNTY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The COUNTY shall request CONTRACTOR to:

1. Notify the COUNTY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F *Monthly Disadvantaged Business Enterprise Payment*)

If CONTRACTOR is a DBE CONTRACTOR, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONTRACTOR in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONTRACTOR in writing of the certification date. CONTRACTOR shall submit the notifications to the COUNTY. On work completion, CONTRACTOR shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the COUNTY within 30 days of contract acceptance.

Upon work completion, CONTRACTOR shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the COUNTY within 90 days of contract acceptance. The COUNTY will withhold \$10,000 until the form is submitted. The COUNTY will release the withhold upon submission of the completed form.

In the COUNTY's reports of DBE participation to Caltrans, the COUNTY must display both commitments and attainments.

G. Commercially Useful Function

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DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

CONTRACTOR must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

CONTRACTOR must provide written notification to the COUNTY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, CONTRACTOR shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of Payment

CONTRACTOR must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using LAPM 9-J: DBE Commercially Useful Function Evaluation. CONTRACTOR must submit to the COUNTY these quarterly evaluations and validations by the 5th of the month for the previous three months of work.

CONTRACTOR must notify the COUNTY immediately if they believe the DBE may not be performing a CUF.

The COUNTY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional COUNTY evaluations. The COUNTY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The COUNTY will provide written notice to the CONTRACTOR and the DBE at least two (2) business days prior to any evaluation. The CONTRACTOR and the DBE must participate in the evaluation. Upon completing the evaluation, the COUNTY must share the evaluation results with the CONTRACTOR and the DBE. An evaluation could include items that must be remedied upon receipt. If the COUNTY determines the DBE is not performing a CUF, the CONTRACTOR must suspend performance of the noncompliant work.

CONTRACTOR and DBEs must submit any additional CUF related records and documents within five (5) business days of COUNTY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory roster

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If CONTRACTOR and/or the COUNTY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONTRACTOR must immediately suspend performance of the noncompliant portion of the work. COUNTY may deny payment for the noncompliant portion of the work. COUNTY will ask the CONTRACTOR to submit a corrective action plan (CAP) to the COUNTY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONTRACTOR will correct the noncompliance findings for the remaining portion of the DBE's work. COUNTY has five (5) days to review the CAP in conjunction with the CONTRACTOR's review. The COUNTY must implement the CAP within five (5) days of the COUNTY's approval. The COUNTY will then authorize the

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prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function of the Contract, CONTRACTOR may have good cause to request termination of the DBE.

- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. CONTRACTOR shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONTRACTOR's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. If a DBE subcontractor is decertified during the life of the AGREEMENT, the decertified subcontractor shall notify CONTRACTOR in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the AGREEMENT, the subcontractor shall notify CONTRACTOR in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within thirty (30) calendar days.
- L. For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of

Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.

For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONTRACTOR must now submit Exhibit 9-P to the COUNTY administering the contract. If the CONTRACTOR does not make any payments to subcontractors, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XIX INSURANCE

(Tulare County uses its own insurance clause, as set forth in Exhibit C of the Professional Engineering Consulting Services Agreement)

ARTICLE XX FUNDING REQUIREMENTS

- A. 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 both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. 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.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. COUNTY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI CHANGE IN TERMS

- A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.
- B. CONTRACTOR shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by COUNTY's

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Contract Administrator.

- C. There shall be no change in CONTRACTOR's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of the AGREEMENT without prior written approval by COUNTY's Contract Administrator.

ARTICLE XXII CONTINGENT FEE

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

ARTICLE XXIII DISPUTES

(Tulare County uses its own disputes clause, included on Page 6 of the General Agreement Terms and Conditions revised on 01/1/2021)

ARTICLE XXIV INSPECTION OF WORK

CONTRACTOR and any subcontractor shall permit COUNTY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV SAFETY

- A. CONTRACTOR shall comply with OSHA regulations applicable to CONTRACTOR regarding necessary safety equipment or procedures. CONTRACTOR shall comply with safety instructions issued by COUNTY Safety Officer and other COUNTY representatives. CONTRACTOR personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONTRACTOR shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, 15 of the Vehicle Code. CONTRACTOR shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

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

ARTICLE XXVI OWNERSHIP OF DATA

(Tulare County uses its own ownership of data clause, included on page 6 of the General Agreement Terms and Conditions revised on 01/1/2021)

ARTICLE XXVII CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by COUNTY's construction contractor relating to work performed by CONTRACTOR's personnel, and additional information or assistance from CONTRACTOR's personnel is required in order to evaluate or defend against such claims; CONTRACTOR agrees to make its personnel available for consultation with COUNTY's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONTRACTOR's personnel that COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from COUNTY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONTRACTOR's personnel services under this AGREEMENT.
- C. Services of CONTRACTOR's personnel in connection with COUNTY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

(Tulare County uses its own confidentiality of data clause, included on Page 6 of the General Agreement Terms and Conditions revised on 01/1/2021)

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

ARTICLE XXX EVALUATION OF CONSULTANT

CONTRACTOR's performance will be evaluated by COUNTY. A copy of the evaluation will be sent to CONTRACTOR for

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comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXI PROMPT PAYMENT

A. PROMPT PAYMENT FROM COUNTY TO CONTRACTOR

The COUNTY shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from COUNTY on a professional service contract. If the COUNTY fails to pay promptly, the COUNTY shall pay interest to the CONTRACTOR, which accrues at the rate of 10 percent per annum on the principal amount of a money judgement remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the COUNTY shall act in accordance with both of the following:

1. The COUNTY shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
2. The COUNTY must return any payment request deemed improper by the COUNTY to the CONTRACTOR as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

- B.** For projects awarded on or after September 1, 2023: the CONTRACTOR must now submit Exhibit 9-P to the COUNTY administering the contract by the 15th of the month following the month of any payment(s). If the CONTRACTOR does not make any payments to subcontractors, supplier(s), and/or manufacturers they must report “no payments were made to subs this month” and write this visibly and legibly on Exhibit 9-P.

The COUNTY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The COUNTY must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONTRACTOR.

ARTICLE XXXII TITLE VI ASSURANCES

APPENDICES A - E of the TITLE VI ASSURANCES

The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if applicable as shown below. In addition, the contractor must include the Title VI

Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract.

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a COUNTY.

The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the COUNTY with other parties:

- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment:

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In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONTRACTOR'S noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
- ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA 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 sub-applicant or supplier as a result of such direction, CONTRACTOR may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the

interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations,

U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest

COUNTY OF TULARE

EXHIBIT E

The Fiscal and Federal Provisions Required by Caltrans for Federally Funded Contracts
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in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the

U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above- mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

- 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits

of, or be otherwise subjected to discrimination in the use of said facilities.

- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts

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EXHIBIT E

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and Regulations, as amended, set forth in this Assurance.

- B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

During the performance of this contract, the CONTRACTOR, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONTRACTOR") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of

1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ARTICLE XXXIII NOTIFICATION

(Tulare County uses its own notification clause, included on Page 3 of the Professional Engineering Consulting Services Agreement)

ARTICLE XXXIV CONTRACT

(Tulare County uses its own contract clause, included on Page 4 of the Professional Engineering Consulting Services Agreement)

ARTICLE XXXV SIGNATURES

(Tulare County uses its own signatures clause, included on Page 5 of the Professional Engineering Consulting Services Agreement)

Exhibit F

Consultant Proposal DBE Commitment
(Caltrans Exhibit 10-O1)

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: Tulare County 2. Contract DBE Goal: 19%
 3. Project Description: Avenue 56 Permanent Restoration Improvement Project
 4. Project Location: Avenue 56 from SR 43 BSNF Railroad
 5. Consultant's Name: Dewberry Engineers Inc. 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Hydrology & Hydraulics	43459	Bennett Engineering Services, Inc. 1082 Sunrise Ave., Ste. 100 Roseville, CA 95661 916.783.4100	8.12%
Air Quality & GHG	32881	Entech Northwest Inc. 43517 Ridge Park Dr. Ste. 200 Temecula, CA 92590 951.506.0055	0.21%
Geotechnical	8142	MGE Engineering, Inc. 7415 Greenhaven Drive, Suite 100 Sacramento, CA 95831 916.421.1000	5.55%
Surveying	41342	UNICO Engineering, Inc. 110 Blue Ravine Rd. Ste. 101 Folsom, CA 95630 530.903.9023	9.94%
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	23.82%
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ 20. Consultant's Ranking after Evaluation: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. _____ 21. Local Agency Representative's Signature 22. Date _____ 23. Local Agency Representative's Name 24. Phone _____ 25. Local Agency Representative's Title			
		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  _____ 12. Preparer's Signature 7/19/2024 _____ 13. Date Greg Gross _____ 14. Preparer's Name 559.293.4799 _____ 15. Phone Project Manager _____ 16. Preparer's Title	

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

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

Exhibit H

Notice to Proposers DBE Information
(Caltrans Exhibit 10-I)

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

(Federally funded projects only)

The Agency has established a DBE goal for this Contract of 19.00%**1. TERMS AS USED IN THIS DOCUMENT**

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term "Agreement" also means "Contract."
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards **meeting** the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included **in best qualified consultant's executed consultant contract**. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.

- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Civil Rights [website](#)
 - 1. Click on the link titled Disadvantaged Business Enterprise;
 - 2. Click on Search for a DBE Firm link;
 - 3. Click on [Access to the DBE Query Form](#) located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.