

**CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES**  
**SOUTH BAY BOULEVARD AT LOS OSOS CREEK BRIDGE REPLACEMENT PROJECT**  
**CONTRACT NO. 300455**  
**FEDERAL AID PROJECT NO. BRLS-5949(137)**

This Contract, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the County of San Luis Obispo, a political subdivision of the State of California, herein called "COUNTY," and Drake Haglan and Associates, Inc., a corporation whose address is 11060 White Rock Road, Suite 200, Rancho Cordova, CA 95670, herein called "CONSULTANT."

The COUNTY department responsible for administering this Contract is the Department of Public Works, and all written communications hereunder with the COUNTY shall be addressed to the Director of Public Works.

WHEREAS, the COUNTY has need for special services and advice with respect to the Work described herein for the South Bay Boulevard at Los Osos Creek Bridge Replacement Project (hereafter, the "Project"); and

WHEREAS, the CONSULTANT warrants that it is a specially trained, experienced expert, and competent to perform such special services;

**NOW, THEREFORE, IT IS AGREED** by the parties hereto as follows:

**ARTICLE 1 SCOPE OF WORK**

- A. CONSULTANT shall, at its own cost and expense, provide all services, equipment, and materials necessary to complete the work described in CONSULTANT's Scope of Work (hereafter, collectively the "Work"), attached hereto as Exhibit A.
- B. CONSULTANT warrants and represents that said Work encompasses all services, equipment, and materials necessary for CONSULTANT's preparation of final design plans and specifications for the public bidding of the construction of the Project. All Work shall be performed to the highest professional standard.

**ARTICLE 2 PROGRESS REPORTS**

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for COUNTY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with COUNTY's Contract Administrator, as needed, to discuss progress on the Contract.

**ARTICLE 3 PERFORMANCE PERIOD**

- A. CONSULTANT shall commence work after notification to proceed by COUNTY's Contract Administrator. The Contract shall end on February 1, 2019, unless extended by Contract amendment.
- B. CONSULTANT is advised that any recommendation for Contract award is not binding on COUNTY until the Contract is fully executed and approved by COUNTY.

#### ARTICLE 4 ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this Contract will be based on actual cost plus a fixed fee. COUNTY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead, and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT's Cost Proposal, unless additional reimbursement is provided for by Contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in the Cost Proposal attached hereto as Exhibit B. In the event, that COUNTY determines that a change to the work from that specified in the Cost Proposal and Contract is required, the Contract time or actual costs reimbursable by COUNTY shall be adjusted by Contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by Contract amendment.
- B. In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of \$52,373.30. The fixed fee is nonadjustable for the term of the Contract, except in the event of a significant change in the scope of work and such adjustment is made by Contract amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- D. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the COUNTY's Contract Administrator before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Scope of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article 5 Termination.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Contract.
- G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by 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 CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Contract number and project title. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of Article 10 Equipment Purchase of this Contract. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:
- County of San Luis Obispo  
Cori Marsalek  
County Government Center, Room 206  
San Luis Obispo, CA 93408
- H. The total amount payable by COUNTY including the fixed fee shall not exceed \$795,355.49.
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by COUNTY's Contract Administrator.

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

- J. All subcontracts in excess of \$25,000 shall contain the above provisions.

## **ARTICLE 5 TERMINATION**

### **A. TERMINATION OF CONTRACT WITHOUT CAUSE**

COUNTY reserves the right to terminate this Contract without cause at any time upon thirty (30) calendar days written notice to CONSULTANT of such termination.

### **B. TERMINATION OF CONTRACT FOR CAUSE**

If CONSULTANT fails to perform CONSULTANT's duties to the satisfaction of the COUNTY, or if CONSULTANT fails to fulfill in a timely and professional manner CONSULTANT's obligations under this Contract, or if CONSULTANT violates any of the terms or provisions of this Contract, or if CONSULTANT, CONSULTANT's agents or employees fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the COUNTY, then COUNTY shall have the right to terminate this Contract effective immediately upon the COUNTY giving written notice thereof to the CONSULTANT. If COUNTY's termination of the Contract for cause is defective for any reason, including but not limited to COUNTY's reliance on erroneous facts concerning CONSULTANT's performance, or any defect in notice thereof, this Contract shall automatically terminate without cause thirty (30) calendar days following the COUNTY's written notice of termination for cause to the CONSULTANT.

### **C. EFFECT OF TERMINATION**

1. Upon receipt of any notice of termination, the CONSULTANT shall cease all Work except for those items of Work specifically described in said notice. COUNTY shall pay CONSULTANT the sum due to CONSULTANT under this Contract for services satisfactorily rendered prior to the effective date of said termination. Other than payments for services satisfactorily rendered prior to the effective date of said termination, CONSULTANT shall be entitled to no further compensation or payment of any type from the COUNTY. The maximum amount for which the COUNTY shall be liable if this Contract is terminated is \$795,355.49.
2. In the event of termination, COUNTY may proceed with the Work in any manner deemed proper by COUNTY. In the event of a termination for cause, the COUNTY shall have the right to deduct the COUNTY's costs of proceeding with the Work from any sums otherwise due CONSULTANT under this Contract. If the COUNTY's costs exceed this amount, the balance shall be paid by CONSULTANT upon demand.
3. Other than as expressly provided above, termination shall have no effect upon the rights and obligations of the parties arising out of any Work, transaction or event occurring prior to the effective date of such termination.

## **ARTICLE 6 COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to COUNTY.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.

**ARTICLE 7 RETENTION OF RECORDS/AUDIT**

- A. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Contract, including but not limited to, the costs of administering the Contract. All parties shall make such materials available at their respective offices at all reasonable times during the Contract period and for three years from the date of final payment under the Contract. The state, State Auditor, COUNTY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the Contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- B. All subcontracts in excess of \$25,000 shall contain the above provisions.

**ARTICLE 8 AUDIT REVIEW PROCEDURES**

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

## **ARTICLE 9 SUBCONTRACTING**

- A. Nothing contained in this Contract or otherwise, shall create any contractual relation between COUNTY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from COUNTY's obligation to make payments to the CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Contract shall be subcontracted without written authorization by COUNTY's Contract Administrator, except that, which is expressly identified in the approved Scope of Work and Cost Proposal (Exhibits A and B).
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by COUNTY.
- D. Any subcontract in excess of \$25,000 entered into as a result of this Contract shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by COUNTY's Contract Administrator prior to the start of work by the subconsultant(s).

## **ARTICLE 10 EQUIPMENT PURCHASE**

- A. Prior authorization in writing, by COUNTY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by COUNTY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this Contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the Contract, or if the Contract is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.

## **ARTICLE 11 STATE PREVAILING WAGE RATES**

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into by CONSULTANT relating to this Contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall incorporate the provisions of this Article in a manner that binds the subconsultant to all of the provisions of the Article.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

## **ARTICLE 12 CONFLICT OF INTEREST**

- A. CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this Contract, or any ensuing COUNTY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Contract, or any ensuing COUNTY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Contract.
- C. All subcontracts in excess of \$25,000 shall contain the above provisions.
- D. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this Contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Contract.
- D. CONSULTANT hereby certifies that neither CONSULTANT, its employees, nor any firm affiliated with CONSULTANT providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this Contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. CONSULTANT further certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT, will bid on any construction subcontracts included within the construction contract. Additionally, CONSULTANT certifies that no person working under this Contract is also employed by the construction contractor for any project included within this Contract.
- F. Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this Contract shall have provided services on the design of any project included within this Contract.

## **ARTICLE 13 REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

CONSULTANT warrants that this Contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion; to

terminate the Contract without liability; to pay only for the value of the work actually performed; or to deduct from the Contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

#### **ARTICLE 14 PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING**

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

1. No state, federal or local agency appropriated funds have been paid, or will be paid by or on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

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

#### **ARTICLE 15 STATEMENT OF COMPLIANCE**

A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of this Contract, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONSULTANT and its subconsultants shall give written notice of their

obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- C. CONSULTANT shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. CONSULTANT, with regard to the work performed by it during the Contract shall act in accordance with Title VI. Specifically, CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Contract covers a program whose goal is employment.

#### **ARTICLE 16 DEBARMENT AND SUSPENSION CERTIFICATION**

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

#### **ARTICLE 17 RETENTION OF FUNDS**

- A. No retainage will be withheld by the COUNTY from progress payments due the CONSULTANT. Retainage by the CONSULTANT or subconsultants is prohibited, and no retainage will be held by the CONSULTANT from progress due subconsultants. Any violation of this provision shall subject the violating CONSULTANT or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the CONSULTANT or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE CONSULTANTS and subconsultants.

B. All subcontracts shall contain the above provisions.

## **ARTICLE 18 NON-ASSIGNMENT OF CONTRACT**

Inasmuch as this Contract is intended to secure the specialized services of the CONSULTANT, CONSULTANT may not assign, transfer, delegate, or sublet any interest herein without the COUNTY's prior written consent and any such assignment, transfer, delegation, or sublease without the COUNTY's prior written consent shall be considered null and void.

## **ARTICLE 19 INSURANCE**

CONSULTANT, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Contract. Such policies shall be maintained for the full term of this Contract and the related warranty period (if applicable) and shall provide products/completed operations coverage for four (4) years following completion of CONSULTANT's Work under this Contract and acceptance by the County. Any failure to comply with reporting provisions(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, volunteers, and agents. For purposes of the insurance policies required hereunder, the term "County" shall include officers, employees, volunteers and, agents of the County of San Luis Obispo, California, individually or collectively.

### **A. MINIMUM SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES**

The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:

#### **1. COMMERCIAL GENERAL LIABILITY ("CGL")**

Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:

- \$1,000,000 each occurrence (combined single limit);
- \$1,000,000 for personal injury liability;
- \$1,000,000 aggregate for products-completed operations; and
- \$1,000,000 general aggregate.

The general aggregate limits shall apply separately to CONSULTANT's Work under this Contract.

#### **2. BUSINESS AUTOMOBILE POLICY ("BAP")**

Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum (combined single limit) of not less than One-million (\$1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Contract. CONSULTANT shall not provide a Comprehensive Automobile Liability policy which specifically lists scheduled vehicles without the express written consent of County.

#### **3. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ("WC / EL")**

This policy shall include at least the following coverages and policy limits:

- a. Workers' Compensation insurance as required by the laws of the laws of the State of California; and
- b. Employer's Liability Insurance Coverage B with coverage amount not less than one-million (\$1,000,000) dollars each accident / Bodily Injury (herein "BI"); one- million

(\$1,000,000) dollars policy limit BI by disease; and, one-million (\$1,000,000) dollars each employee BI disease.

#### 4. PROFESSIONAL LIABILITY ("PL")

This policy shall cover damages, liabilities, and costs incurred as a result of CONSULTANT's professional errors and omissions or malpractice. This policy shall include a coverage limit of at least One-Million Dollars (\$1,000,000) per claim, including the annual aggregate for all claims (such coverage shall apply during the performance of the services under this Contract and for three (3) years thereafter with respect to incidents which occur during the performance of this Contract). CONSULTANT shall notify the County if any annual aggregate is eroded by more than seventy-five percent (75%) in any given year.

#### B. DEDUCTIBLES AND SELF-INSURANCE RETENTIONS

Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by CONSULTANT and approved by the County before Work is begun pursuant to this Contract. At the option of the County, CONSULTANT shall either reduce or eliminate such deductibles or self-insured retentions as respect the County, its officers, employees, volunteers, and agents, or shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

#### C. ENDORSEMENTS

All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

1. A "Cross Liability", "Severability of Interest" or "Separation of Insureds" clause (CGL & BAL);
2. The County of San Luis Obispo, its officers, employees, volunteers, and agents are hereby added as additional insureds with respect to all liabilities arising out of CONSULTANT's performance of Work under this Contract (CGL & BAP);
3. This policy shall be considered primary insurance with respect to any other valid and collectible insurance County may possess, including any self-insured retention County may have, and any other insurance County does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAP, & PL);
4. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) calendar days prior to the effective date of such reduction or cancellation to County at the address set forth below (CGL, BAP, WC /EL & PL);
5. CONSULTANT and its insurers shall agree to waive all rights of subrogation against the County, its officers, employees, volunteers, and agents for any loss arising under this Contract (WC); and
6. Deductibles and self-insured retentions must be declared (All Policies).

#### D. ABSENCE OF INSURANCE COVERAGE

County may direct CONSULTANT to immediately cease all activities with respect to this Contract if it determines that CONSULTANT fails to carry, in full force and effect, all insurance policies with coverage's at or above the limits specified in this Contract. Any delays or expense caused due to stopping of Work and change of insurance shall be considered CONSULTANT's delay and expense. At the County's discretion, under

conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to CONSULTANT.

**E. PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION**

Prior to commencement of Work under this Contract, and annually thereafter for the term of this Contract, CONSULTANT, or each of CONSULTANT's insurance brokers or companies, shall provide County a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverage's. All of the insurance companies providing insurance for CONSULTANT shall have, and provide evidence of, a Best Rating Service rate of A VI or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:

San Luis Obispo County  
Cori Marsalek, Public Works Department  
County Government Center, Room 206  
San Luis Obispo CA 93408

**ARTICLE 20 INDEMNIFICATION**

- A. CONSULTANT shall defend, indemnify, and hold harmless the County, its officers, agents, and employees from any and all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities, or other losses (hereafter, collectively "claims") that may be asserted by any person or entity, and that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. The parties agree that, in addition to the CONSULTANT's general and professional duties of care, the CONSULTANT has a duty of care to act in accordance with the terms of this Contract. In addition to whatever other acts or omissions of CONSULTANT that constitute negligence, recklessness, or willful misconduct under applicable law, the parties acknowledge that any act or omission of the CONSULTANT that causes any damages or monetary losses, and constitutes a breach of any duty under, or pursuant to, this Contract, shall at a minimum constitute negligence (and may constitute recklessness or willful conduct if so warranted by the facts).
- B. The preceding paragraph applies to any and all such claims, regardless of the nature of the claim or theory of recovery. For purposes of the paragraphs found in this Article, "CONSULTANT" shall include the CONSULTANT, and/or its agents, employees, subconsultants, or other independent contractors hired, by, or directly responsible to, CONSULTANT.
- C. It is the intent of the parties to provide the COUNTY the fullest indemnification, defense, and "hold harmless" rights allowed under the law. No provisions of this Contract shall be construed in a manner that would constitute a waiver or modification of Civil Code section 2782.8. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this Contract and the remaining language shall be given full force and effect. Nothing contained in the foregoing indemnity provisions shall be construed to require CONSULTANT to indemnify COUNTY against any responsibility or liability in contravention of Civil Code 2782.8.

**ARTICLE 21 INSURANCE AND INDEMNIFICATION AS MATERIAL PROVISIONS**

The parties expressly agree that the indemnification and insurance clauses in this Contract are an integral part of the performance exchanged in this Contract. The compensation stated in this Contract includes compensation for the risks transferred to CONSULTANT by the indemnification and insurance clauses.

## **ARTICLE 22 CONSULTANT'S RESPONSIBILITY FOR ITS WORK**

- A. CONSULTANT has been hired by the COUNTY because of CONSULTANT's specialized expertise in performing the Work described in the Scope of Work attached as Exhibit A. CONSULTANT shall be solely responsible for such Work. The COUNTY's review, approval and/or adoption of the Work of the CONSULTANT shall be in reliance on CONSULTANT's specialized expertise and shall not relieve the CONSULTANT of its sole responsibility for its Work. Similarly, if the COUNTY approves any Work prepared by CONSULTANT that varies from the requirements of this Contract, such approval shall not excuse the CONSULTANT for failing to comply with this Contract. The COUNTY is under no duty or obligation to review or verify the appropriateness, quality or accuracy of any Work of the CONSULTANT, including but not limited to, any methods, procedures, tests, calculations, drawings, or other information used or created by CONSULTANT in performing any Work under this Contract.
- B. All information which CONSULTANT receives from COUNTY should be independently verified by CONSULTANT. CONSULTANT should not rely upon such information unless it has independently verified its accuracy. The only exception to the foregoing arises when the COUNTY has expressly stated in writing that certain information may be relied upon by the CONSULTANT without the CONSULTANT's independent verification. In such event, the CONSULTANT is still obliged to promptly notify the COUNTY whenever the CONSULTANT becomes aware of any information that is inconsistent with any information which the COUNTY has stated may be relied upon by the CONSULTANT.
- C. Pursuant to the provisions of this Article, the CONSULTANT is responsible for all Work under this Contract, including the Work performed by any subconsultants or any other independent contractors which CONSULTANT hires or contracts with regarding the Work.
- D. CONSULTANT accepts the relationship of trust and confidence established with COUNTY by this Contract, and covenants with the COUNTY to furnish the CONSULTANT's reasonable skill and judgment in furthering the interests of the COUNTY. CONSULTANT shall use its best efforts to perform in an expeditious and economical manner consistent with the interests of the COUNTY.
- E. If CONSULTANT ever has reason to believe that any of its general or professional duties of care conflict with any requirements of this Contract, CONSULTANT shall promptly so notify COUNTY in writing.

## **ARTICLE 23 DOCUMENTS, INFORMATION, AND MATERIALS OWNERSHIP**

- A. All documents, information and materials of any and every type prepared by the CONSULTANT pursuant to this Contract shall be the property of the COUNTY. Such documents shall include but not be limited to data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the CONSULTANT in performing Work under this Contract, whether completed or in process. The CONSULTANT shall assume no responsibility for the unintended use by others of any such documents, information, or materials on project(s) which are not related to the scope of services described under this Contract.
- B. CONSULTANT understands and agrees that the applicable patent rights provisions described in 48 CFR 27 shall be used to determine rights to inventions.
- C. All subcontracts shall contain the above provisions.

## **ARTICLE 24 COMPLIANCE WITH LAWS**

CONSULTANT shall comply with all Federal, State, and local laws and ordinances that are applicable to the performance of the Work of this Contract.

## **ARTICLE 25 DISPUTES & CLAIMS**

### **A. EXCLUSIVE REMEDY**

Any demand or assertion by CONSULTANT seeking any additional compensation and/or time extension, or other relief, for any reason whatsoever (hereafter collectively "Claim"), must be in strict compliance with the requirements of this Article. For purposes of this Article, any and all Work relating to any such demand or assertion shall be referred to as "Disputed Work", regardless of whether the basis of the demand or assertion arises from an interpretation of the Contract, an action or inaction of CONSULTANT or COUNTY, or any other event, issue, or circumstance. If the Disputed Work relates to any Work performed by any subconsultants hired by CONSULTANT in compliance with the provisions of this Contract, any such Claims must also be processed by CONSULTANT in accordance with the provisions of this Article.

The administration of a Claim as provided in this Article, including CONSULTANT's performance of its duties and obligations specified in this Article is CONSULTANT's sole and exclusive remedy for disputes of all types pertaining to the payment of money, extension of time, the adjustment or interpretation of the Contract, or other contractual or tort relief arising from this Contract. Compliance with the procedures described in this Article is a condition precedent to the right to file a Government Code Claim, commence litigation, or commence any other legal action. CONSULTANT waives the right to pursue or submit any Claims not processed in accordance with this Article.

### **B. MANDATORY PROCEDURE AND CONDITION PRECEDENT**

The requirements set forth in this Article are mandatory, and CONSULTANT shall strictly comply with these requirements. Strict compliance with these requirements is a condition precedent to CONSULTANT's ability to exercise any rights or remedies that may otherwise be available to CONSULTANT under the Contract or any applicable Laws or Regulations relating to the Claim. No action or inaction by CONSULTANT and/or COUNTY to try to resolve any Claim(s) through agreement, amendment, mediation, settlement, or any other means shall excuse CONSULTANT from strictly complying with the requirements of this Article. The CONSULTANT shall bear all costs incurred in complying with the provisions of this Article.

### **C. NOTICE OF POTENTIAL CLAIM**

The CONSULTANT shall not be entitled to any additional compensation and/or time under this Contract for any act, or failure to act, by the COUNTY, or for the happening of any event, thing, occurrence, or other cause, unless the CONSULTANT has provided the COUNTY's Director of Public Works with timely written Notice of Potential Claim as hereinafter specified. The written Notice of Potential Claim shall set forth the reasons for which the CONSULTANT believes additional compensation and/or time will or may be due, the nature of the cost involved, and, insofar as possible, the full amount of additional compensation and/or time extension sought in relation to the potential claim. The said notice as above required must have been given to the COUNTY prior to the time that the CONSULTANT shall have performed any Disputed Work. It is the intention of this paragraph that differences between the parties relating to this Contract be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The CONSULTANT hereby agrees that it shall have no right to additional compensation and/or time regarding any Claim for which no written Notice of Potential Claim as herein required was filed with the COUNTY's Director of Public Works.

#### D. NOTICE OF FINAL CLAIM

As soon as reasonably practical upon completion of the Disputed Work, and no later than thirty (30) calendar days after completion of the Disputed Work, CONSULTANT shall provide to COUNTY a Notice of Final Claim containing a full and final documentation of the Claim that provides the following information:

1. A detailed factual narration of events fully describing the nature and circumstances that caused the dispute, including, but not limited to, necessary dates, locations, and items of Work affected by the dispute.
2. The specific provisions of the Contract that support the Claim and a statement of the reasons these provisions support and provide a basis for entitlement of the Claim.
3. When additional monetary compensation is requested, the exact amount requested, including an itemized breakdown of individual costs. These costs shall be segregated into the following cost categories:
  - a. Labor – A listing of individuals, classifications, hours and dates worked, hourly labor rates, and other pertinent information related to the requested reimbursement of labor costs.
  - b. Materials/ Equipment – Invoices, purchase orders, location of materials/ equipment used to perform the Disputed Work, dates they were used, and other pertinent information related to the requested reimbursement of material/ equipment costs.
  - c. Other categories as specified by COUNTY.

#### E. CONSULTANT'S CONTINUING OBLIGATIONS

Neither the filing of a Notice of Potential Claim or of a Notice of Final Claim, nor the pendency of a dispute or claim, nor its consideration by the COUNTY, shall excuse the CONSULTANT from full and timely performance in accordance with the terms of this Contract. CONSULTANT shall promptly respond to any requests for further information or documentation regarding CONSULTANT's potential or final Claim. If CONSULTANT fails to provide an adequate written response to COUNTY within fifteen (15) calendar days of COUNTY's written request for such further documentation or information, CONSULTANT shall be deemed to have waived its Claim. If the further documentation or information requested by COUNTY, in the opinion of the COUNTY, reasonably takes the CONSULTANT more than fifteen (15) calendar days to comply with, the written request shall provide the CONSULTANT a specific response deadline that is commensurate to a reasonable response time.

#### F. RESPONSE TO NOTICE OF FINAL CLAIM

The COUNTY shall respond in writing to the Notice of Final Claim within sixty (60) calendar days of receipt thereof Claim, or may request, in writing, within forty-five (45) calendar days of said receipt, any additional information or documentation relating to the Claim or any defenses to the Claim the COUNTY may have against the CONSULTANT. CONSULTANT shall comply with the request within the reasonable time deadline provided by COUNTY in the request. If any additional information is thereafter requested by COUNTY, it shall likewise be provided by CONSULTANT within the reasonable time deadline provided by COUNTY in such follow-up request. The written response to the Notice of Final Claim shall be submitted to the CONSULTANT within thirty (30) calendar days after receipt of such further information and documentation, or within a period of time no greater than that taken by the CONSULTANT in producing the additional information or documentation, whichever is greater. CONSULTANT may request an informal conference to meet and confer for settlement of the issues in dispute, but CONSULTANT shall have no right to demand such a conference. Neither the requesting of any such conference by CONSULTANT or COUNTY,

nor the holding of such conference shall affect the date of the final decision on the Claim. No written communications of COUNTY sent to CONSULTANT after any such conference will change the date of the final decision on the Claim unless the writing expressly states that the date of the final decision is being changed to a new specific date.

A Claim may be granted in whole or in part only by a written response that contains the signature of the COUNTY's Director of Public Works or his authorized representative. In the event a valid written decision is not provided to CONSULTANT within the time prescribed in this Article, the Claim shall be deemed denied on the last day a written response was due. The date upon which the Claim is approved or denied pursuant to the provisions of this Article, shall constitute the date of the final decision on the Claim under the provisions of this Article. The date of the final decision on a Claim can only be changed by a subsequent writing signed by COUNTY that expressly states that the date of the final decision on the Claim has been changed to a new specific date.

#### G. GOVERNMENT CODE CLAIM REQUIREMENTS

For all Claims not resolved as a result of these Article 25 procedures, CONSULTANT must submit each Claim in a Government Code Section 910 form of claim for final investigation and consideration of its settlement prior to initiation of any litigation on any such Claim, as required by Government Code Section 945.4. Pursuant to Government Code Section 930.2, the one-year period in Government Code Section 911.2 is hereby reduced to 150 calendar days. This time deadline is measured from the accrual date of each separate cause of action. The time deadline for filing a Government Code claim shall not be tolled by any action or inaction by CONSULTANT or COUNTY, including but not limited to any action or inaction to try to resolve the Claim through negotiation, mediation, settlement, agreement (including Change Order), or by any other means, other than by a separate written tolling agreement expressly approved as to form (on the face of the agreement) by the COUNTY's Counsel Office.

### **ARTICLE 26 CONSULTANT IS AN INDEPENDENT CONTRACTOR**

It is expressly understood that in the performance of the services herein provided, CONSULTANT shall be, and is, an independent contractor, and is not an agent or employee of the COUNTY. CONSULTANT has and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons assisting CONSULTANT in the performance of the services rendered hereunder. CONSULTANT shall be solely responsible for all matters relating to the payment of his/her employees, including compliance with Social Security, withholding, and all other regulations governing such matters.

### **ARTICLE 27 ENTIRE CONTRACT AND MODIFICATION**

- A. This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. CONSULTANT shall be entitled to no other compensation and/or benefits than those specified herein.
- B. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties.
- C. Any changes increasing the CONSULTANT's compensation and/or benefits must be approved by the COUNTY's Board of Supervisors; any other changes may be signed by the COUNTY's Director of Public Works on behalf of the COUNTY. CONSULTANT specifically acknowledges that in entering into and executing this Contract, CONSULTANT relies solely upon the provisions contained in this Contract and no others. If there is any conflict between the language in the body of this Contract and any exhibits attached hereto, the body of this Contract shall take precedence.

- D. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by COUNTY's Contract Administrator.
- E. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the Organizational Chart, attached hereto as Exhibit C, which is a part of this Contract, without prior written approval by COUNTY's Contract Administrator.

**ARTICLE 28 ENFORCEABILITY**

If any term, covenant, condition, or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

**ARTICLE 29 WARRANTY**

CONSULTANT warrants that CONSULTANT and each of the personnel employed or otherwise retained by CONSULTANT for Work under this Contract are properly certified and licensed under the laws and regulations of the State of California to provide the special services herein agreed to.

CONSULTANT shall endorse all reports, maps, plans, documents, materials, and other data in accordance with applicable provisions of the laws of the State of California.

**ARTICLE 30 APPLICABLE LAW AND VENUE**

This Contract has been executed and delivered in the State of California and the validity, enforceability, and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

**ARTICLE 31 NOTICES**

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to the COUNTY at:

San Luis Obispo County  
Department of Public Works  
Cori Marsalek, Contract Administrator  
County Government Center, Room 206  
San Luis Obispo, CA 93408

and to the CONSULTANT:

Drake Haglan and Associates, Inc.  
Craig Drake, Project Manager  
11060 White Rock Road, Suite 200  
Rancho Cordova, CA 95670

**ARTICLE 32 COST DISCLOSURE - DOCUMENTS AND WRITTEN REPORTS**

Pursuant to Government Code section 7550, if the total cost of this Contract is over \$5,000, the CONSULTANT shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and

subcontracts relating to the preparation of such documentation or written report. The Contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

### **ARTICLE 33 CONFIDENTIALITY OF DATA**

- A. All financial, statistical, personal, technical, or other data and information relative to the COUNTY's operations, which are designated confidential by the COUNTY and made available to the CONSULTANT in order to carry out this Contract, shall be protected by the CONSULTANT from unauthorized use and disclosure, and shall not be made available to any individual or organization by CONSULTANT without the prior written approval of COUNTY.
- B. Permission to disclose information on one occasion, or public hearing held by the COUNTY relating to this Contract, shall not authorize the CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding this Contract or COUNTY's actions on the same, except to COUNTY's staff, CONSULTANT's own personnel involved in the performance of this Contract, at public hearings or in response to questions from a Legislative committee.
- D. All information related to the construction estimate is confidential, and shall not be disclosed by the CONSULTANT to any entity other than the COUNTY.
- E. All subcontracts shall contain the above provisions.

### **ARTICLE 34 RESTRICTIVE COVENANT**

CONSULTANT agrees that CONSULTANT will not, during the continuance of this Contract, perform or otherwise exercise the services described in Exhibit A for anyone except for the COUNTY, unless and until said COUNTY waives this restriction.

### **ARTICLE 35 CERTIFICATIONS**

CONSULTANT and subconsultants hereby warrant and represent that the "Consultant Certification of Contract Costs and Financial Management System," which are attached hereto as Exhibit D and are incorporated by reference and made a part of this Contract, have been accurately completed and executed.

### **ARTICLE 36 DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION**

- A. This Contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this Contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this Contract is 1%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment or in the Consultant Contract DBE Information attached hereto as Exhibits E and F and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted

agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as COUNTY deems appropriate.

- D. Any subcontract entered into by CONSULTANT relating to this Contract, shall incorporate the provisions of this Article in a manner that binds the subconsultant to all of the provisions of this Article.
- E. A DBE firm may be terminated only with prior written approval from COUNTY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting COUNTY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on this Contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the, contract is commensurate with the work it is actually performing, and other relevant factors.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants", certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the COUNTY's Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the COUNTY's Contract Administrator.
- K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within thirty (30) calendar days.

## **ARTICLE 37 QUALITY CONTROL AND QUALITY ASSURANCE**

The CONSULTANT shall provide a description of its Quality Control procedure. The process shall be implemented for all facets of Work and a QC-QA statement and signature shall be placed on all submittals to the COUNTY.

## **ARTICLE 38 CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR**

- A. If claims are filed against the COUNTY by the COUNTY's construction contractor or any other third party that relates in any way to any subject, plans, designs, or other Work within the CONSULTANT's Scope of Work under this Contract, and additional information or assistance from the CONSULTANT's personnel is requested by the COUNTY in order to evaluate or defend against such claims, CONSULTANT agrees to cooperate with and provide timely response to any reasonable requests for information submitted to CONSULTANT by the COUNTY relating to such claims. To the extent the information requested by the COUNTY only seeks documents or other factual information relating to Work performed by CONSULTANT, the CONSULTANT will only be compensated for any clerical costs associated with providing the COUNTY the requested documents or factual information.
- B. CONSULTANT's personnel that the COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from the COUNTY. In the event the expert opinions of the CONSULTANT's personnel is sought by the COUNTY through such consultation or testimony, and only in such event, such consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for the CONSULTANT's personnel services under this Contract. In the event any of CONSULTANT's personnel are deposed by another party, the CONSULTANT reserves the right to charge said other party a different rate for deposition testimony.
- C. Services of the CONSULTANT's personnel in connection with the COUNTY's construction contractor claims will be performed pursuant to a written Contract amendment, if necessary, extending the termination date of this Contract in order to finally resolve the claims.
- D. All subcontracts shall contain the above provisions.

## **ARTICLE 39 NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

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

## **ARTICLE 40 CONTINGENT FEE**

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percent, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Contract. For breach or violation of this warranty, COUNTY shall have the right to annul this Contract without liability or, in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**ARTICLE 41 INSPECTION OF WORK**

CONSULTANT and any subconsultant shall permit COUNTY, the State, and the Federal Highway Administration; to review and inspect all work related activities, documents, and files (including electronically stored documents and files) at all reasonable times during the performance period of this Contract including review and inspection on a daily basis.

**ARTICLE 42 EVALUATION OF CONSULTANT**

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

IN WITNESS THEREOF, the parties hereto have executed this Contract, and this Contract shall become effective on the date shown signed by the County of San Luis Obispo.

COUNTY OF SAN LUIS OBISPO

By: \_\_\_\_\_  
Chairperson of the Board

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
County Clerk and Ex-Officio Clerk of the  
Board of Supervisors, County of San Luis Obispo

Date: \_\_\_\_\_

CONSULTANT

Drake Haglan and Associates, Inc.

By: C. C. DAL \_\_\_\_\_

Title: CFO \_\_\_\_\_

Date: 6/26/15 \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL  
County Counsel

By: [Signature] \_\_\_\_\_  
Deputy County Counsel

Date: 6/25/15 \_\_\_\_\_

## EXHIBIT A

COUNTY OF SAN LUIS OBISPO  
DEPARTMENT OF PUBLIC WORKS  
SOUTH BAY BOULEVARD OVER LOS OSOS CREEK  
BRIDGE REPLACEMENT PROJECT

### SCOPE OF WORK

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This Scope of Services is for the final design of the South Bay Boulevard Bridge over Los Osos Creek (Existing Bridge No. 49C-0351) in accordance with the approved seismic retrofit strategy report dated 3/14/14. This scope assumes that the approved seismic retrofit strategy report describes in general the replacement bridge to be designed.

#### PROJECT DESCRIPTION

Replace the existing deficient three-span prestressed concrete I-girder bridge with a new two span cast-in-place prestressed concrete box girder bridge adjacent to the existing bridge. Due to high traffic demand, two lanes of traffic must be maintained during all stages of construction. The new alignment proposes placing the new structure upstream of the existing bridge, therefore during construction, traffic will be maintained on the existing bridge while the new structure is under construction.

The intended outcome is for the CONSULTANT to provide the COUNTY with bridge plans, specifications, and cost estimate (PS&E) packages that comply with the environmental permits, and are suitable for the advertising, bidding, and construction of the replacement bridge project. The CONSULTANT shall perform professional engineering and environmental services necessary to prepare environmental documents, permit application packages, project reports, and plans, specifications, and estimates (PS&E). The PS&E package shall meet all State and COUNTY requirements in conformance with the Federal Highway Administration's Highway Bridge Program (HBP).

#### ITEMS OF WORK

The following CONSULTANT services are needed to engineer and produce the final construction documents for the replacement of the South Bay Boulevard Bridge over Los Osos Creek. Applicable requirements of the environmental mitigation measures will be incorporated into the plans and specifications.

The CONSULTANT shall prepare the construction plans, specifications, and engineer's cost estimate in English units and in accordance with the latest editions from the following design standards and design criteria:

- San Luis Obispo COUNTY 2011 Public Improvement Standards
- AASHTO "A Policy on Geometric Design of Highways and Streets"
- Caltrans Highway Design Manual
- Caltrans Traffic Manual
- Special Policies amending the Traffic Manual by Caltrans District 5
- Caltrans Standard Plans and Specifications (2010)
- Caltrans Standard Special Provisions (2010)
- AASHTO LRFD Bridge Design Specifications w/ Caltrans Amendments
- Caltrans Seismic Design Criteria
- Caltrans Bridge Details Manual
- Caltrans Bridge Design Aids Manual
- Caltrans Bridge Memos To Designers

## EXHIBIT A

- Caltrans Local Assistance Procedures and Guidelines Manuals

The primary design standard shall be *A Policy on Geometric Design of Highways and Streets* for the road design geometrics, and the *AASHTO LRFD Bridge Design Specifications w/ Caltrans Amendments* for bridge structural design.

The Structure Type used to determine this scope of services is in accordance with the final Caltrans approved Seismic Retrofit Strategy Report dated March 14, 2014.

All deliverables/products below will be provided in PDF format, electronic source file, as well as hard copy per COUNTY and Caltrans practice. Electronic files (MSWord, Excel, HEC-RAS, AutoCAD Civil 3D, MSPProject, etc.) will include all supporting files and will be provided to COUNTY in a readily usable format. Plans will be prepared in AutoCAD Civil 3D.

For each submittal review, the COUNTY will prepare a consolidated written list of comments and notations on the plan sheets. The CONSULTANT shall address comments, changes and/or corrections obtained from the COUNTY review comments on the final submittals. If the comments are not incorporated, the CONSULTANT shall address why the comments were not incorporated.

Plan hardcopy size shall be tabloid size (11x17). PDF files will be true to the original and be plotted directly to PDF (in lieu of scanning or photo imaging) whenever possible. Full size (200% scale) drawings will be 22x34 size plotted on 24x36 paper. Consultant shall provide hardcopies in the size and number that is requested by County in accordance with the cost and rates set forth in the Contract fee schedule.

### **SCOPE ASSUMPTIONS:**

- Project duration through Final PS&E is 42 months.
- No coordination with State or Federal right-of-way departments, other than specifically listed in scope.
- The actual costs may differ from task to task from that proposed in the fee, but the overall fee will not be exceeded unless additional work is requested and approved by the COUNTY, and fee for any such additional work will be negotiated prior to work being performed.
- All application fees required by resource agencies are the responsibility of the COUNTY
- To establish a baseline estimate, all plans, specifications, estimates, reports, and applications include two rounds of review/resubmit for each deliverable made to the County, Caltrans and regulatory agencies.
- Work during this final design phase will continue from the previous phase findings and recommendations contained in the final seismic retrofit strategy report and the current approved PES form and PES transmittal letter.
- The PS&E scope includes design and details of non-structural architectural treatments to gain Coastal Commission approval, such as an exterior haunched curtain wall, concrete textures and staining. Structural modifications to the bridge system itself, such as switching from a box-girder to an arch or slant-leg frame for example, or changing structural properties resulting in a re-analysis of the structure, would be out of scope.

### **SERVICES TO BE PROVIDED BY COUNTY:**

The services to be provided by the COUNTY shall include, but not necessarily be limited to:

- Lead correspondence and coordination with Caltrans
- California Environmental Quality Act (CEQA) document with technical information provided by CONSULTANT

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- Providing general direction to the design CONSULTANT firm through the COUNTY Project Manager
- Land surveying and topographical mapping
- Utility coordination
- Right-of-way maps with right-of-way lines on the topographic maps
- Bridge Hydraulic Report

### **SERVICES TO BE PROVIDED BY CONSULTANT:**

Project design and related engineering services shall include the following phases and tasks:

#### **PHASE 1**

##### **TASK 1 – PROJECT MANAGEMENT**

###### **Task 1.1 – Project Management**

CONSULTANT will manage the project by tracking the schedule, budget and value of the products produced. CONSULTANT will create and maintain an "action item log" for the project, which will include each required action encountered, the responsible decision-maker for that action, and the date the decision was made or action taken. This "action item log" will be transmitted to the COUNTY on a regular basis.

###### **Task 1.2 – Progress Meetings**

CONSULTANT Project Manager and appropriate staff will meet with the COUNTY Project Manager and others as necessary to manage and deliver this project. For purposes of this scope, a total of 4 meetings at the COUNTY offices are assumed. Additional team meetings will be scheduled via telephone monthly to keep the COUNTY informed of the status of the project and to gain timely decisions from the COUNTY.

### **DELIVERABLES:**

- Monthly Progress Reports with Issues Log
- Regularly Updated Project Schedule
- Meeting Agendas and Notes

##### **TASK 2 – PROJECT INITIATION**

###### **Task 2.1 – Kick-Off Meeting**

CONSULTANT will coordinate with the COUNTY to hold a project kick-off meeting for the project and will include the CONSULTANT, COUNTY, and other identified stakeholders. The project background, scope, concepts, schedule, management, and previously completed work will be thoroughly discussed. The meeting will result in an understanding by the parties involved of the scope, schedule, and a consensus on direction for the final design of the project to begin.

###### **Task 2.2 – Surveys and Mapping (By COUNTY)**

Base mapping and digital terrain model has been provided to the Consultant by the COUNTY, which is sufficient for the CONSULTANT's proposed bridge and roadway design. Although currently complete, any additional site surveys needed for the project will be provided by the County. CONSULTANT to update base mapping to include data obtained by COUNTY for the CONSULTANT's utility information requests into the project base map.

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### **Task 2.3 – Bridge Hydraulic Report (By COUNTY)**

Hydraulic information for the bridge design according to Chapter 11.2 "Drainage" of the LAPM will be provided by the COUNTY, including any recommendations for pier or bank scour protection. A Location Hydraulic Study and Summary Floodplain Encroachment Report will be provided by the COUNTY. No additional hydraulic information or study by CONSULTANT is anticipated.

#### **DELIVERABLES:**

- Kick-Off Meeting Minutes
- Survey Request

### **TASK 3 – ENVIRONMENTAL**

Since the project is federally funded and the funding will be administered by Caltrans, the project will be subject to FHWA and Caltrans requirements. Thus, the CONSULTANT will follow the Caltrans Local Assistance Procedures Manual (LAPM) and Standard Environmental Reference guidelines.

It is anticipated that the NEPA environmental documentation is a Categorical Exclusion (CE) supported by technical studies with no significant environmental impacts to result from the proposed Project. This scope assumes Caltrans will prepare the NEPA document (CE) based on the technical studies prepared by the CONSULTANT, and that the project will not be elevated to an Environmental Assessment (EA) due to findings of adverse impacts.

The COUNTY will be the lead CEQA agency during the preparation of the CEQA environmental document. It is anticipated that the necessary environmental document is an Initial Study/Mitigated Negative Declaration (IS/MND). The COUNTY will prepare the environmental document based on the technical studies prepared by the consultant team; therefore, preparation of the IS/MND is not included in the following scope of work.

Padre Associates, Inc. (Padre), under the direction of CONSULTANT, will provide the technical studies.

#### **Task 3.1 – Environmental Project Management**

Padre will attend a project initiation meeting to discuss the Project description, schedule, issues, and impacts of the project. Padre will attend up to five meetings, including an early coordination meeting with regulatory agencies (USFWS, NMFS, and ACOE) and the non-regulatory Morro Bay National Estuary Program. In addition, Padre will attend monthly conference calls during the Project, as scheduled.

#### **Task 3.2 – Purpose and Need and Project Description**

The COUNTY is the lead agency under CEQA for all discretionary actions related to the proposed South Bay Boulevard Bridge Replacement Project. Caltrans has project oversight linked to the project funding with federal monies. CONSULTANT will prepare a purpose and need statement that addresses the discretionary actions for both lead agencies. The purpose and need will provide the basis for the appropriate regulatory and guidance documentation for compliance with both NEPA and CEQA. In coordination with the COUNTY, the CONSULTANT will also draft a project description that complies with the final retrofit strategy report and will be used in the following technical studies and the CEQA clearance documentation drafted by the COUNTY.

#### **DELIVERABLES:**

- DRAFT and FINAL Purpose/Need and Project Description

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### **Task 3.3 - Noise Technical Memorandum**

The CONSULTANT will prepare a technical memorandum to address potential construction-related noise impacts of the proposed project on sensitive receptors. The technical memo will identify sensitive noise receptors and will include a discussion of the estimation of peak noise levels and include avoidance, minimization and mitigation measures to reduce noise levels on these receptors. A bio-acoustical study of underwater noise impacts is not needed since there will be no impact pile driving activity.

#### **DELIVERABLES:**

- DRAFT and FINAL Noise Technical Memorandum

### **Task 3.4 - Hazardous Waste ISA**

The CONSULTANT will conduct a Phase 1 ISA in accordance with Caltrans' procedures. The ISA will contain a description of the work performed, any deviations from normal 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. ISA shall address any hazardous materials that may be contained in the bridge, such as asbestos in the bearings at the abutments and in shims under the steel railing posts. There is no field testing included in this scope since there are no expected hazardous materials present on the bridge other than the bearings and shims that cannot be accessed. There is some painted over graffiti, assumed to be lead free. Also, there is no testing anticipated for asbestos in the concrete of the existing bridge. Testing for Naturally Occurring Asbestos and Aerially Deposited Lead is within the geotechnical services scope of work.

#### **DELIVERABLES:**

- DRAFT and FINAL Hazardous Waste ISA

### **Task 3.5 – Field Surveys**

The CONSULTANT will conduct focused presence/absence surveys to evaluate the presence of biological resources present in the Project area, and to determine Project effects to those resources. Prior to conducting this survey, the CONSULTANT will query the CNDDDB, United States Fish and Wildlife Service (USFWS), CNPS Online Databases and any other literature and database resources pertaining to biological resources in the Project area. In addition, CONSULTANT will request a species list from the USFWS for the Project. The USFWS species list will be appended to the NES and BA.

The survey effort will include three field visits to document early spring blooming plants, early migratory birds, and wetland resources; and a late spring survey to document late blooming plants, breeding activities of wildlife, and to conduct a nighttime eye-shine survey.

CONSULTANT will document all wetland resources within the Project area and identification of Corps jurisdictional boundaries which will be included in the NES. The delineation/jurisdictional determination will be conducted in accordance with procedures prescribed in the Corps of Engineers Wetlands Delineation Manual (Environmental Laboratory, 1987) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0) (2008). Both temporary and permanent wetland and non-wetland waters impacts will be identified and quantified in the NES.

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The results of the biological surveys will be documented in the NES and will include an assessment of project impacts on the biological resources present. Avoidance and minimization measures will be included where appropriate. The NES will include a discussion of Project compliance with the following federal laws, acts, and Executive Orders (EOs):

- EO 11990 – Protection of Wetlands
- EO 11988 - Floodplains
- EO 13112 – Invasive Species
- Migratory Bird Treaty Act
- Section 7 of the Federal Endangered Species Act
- Marine Mammal Protection Act
- Magnuson-Stevens Fishery Conservation and Management Act

### **Task 3.6 - Natural Environment Study (NES)**

The CONSULTANT will prepare an NES to document biological resources for the Project. The CONSULTANT will prepare the NES in accordance to the most recent Caltrans guidance template provided in the Caltrans SER, including an Environmental Document Quality Control Review Certification form to be submitted with the NES.

#### **DELIVERABLES:**

- DRAFT and FINAL Natural Environment Study

### **Task 3.7 - Biological Assessment (BA)**

The CONSULTANT will prepare the BA in accordance to the most recent Caltrans guidance template provided in the Caltrans SER, including an Environmental Document Quality Control Review Certification form to be submitted with the BA.

The BA will evaluate Project effects to federally listed species and identify appropriate avoidance and minimization measures. All sensitive resources documented in the field will be provided in detailed maps to clearly illustrate species' occurrences and sensitive habitat limits. The BA will be used by Caltrans to initiate Section 7 consultation with the USFWS and National Marine Fisheries Service (NMFS).

#### **DELIVERABLES:**

- DRAFT and FINAL Biological Assessment

### **Task 3.8 - Marine Mammal Study**

The CONSULTANT will prepare a Marine Mammal Study (MMS) to document marine mammals that may occur within the Project area. The CONSULTANT will conduct a presence/absence survey to evaluate the presence of marine mammals in the Project area. Prior to conducting this survey, CONSULTANT will query online databases and any other literature and database resources pertaining to marine mammals in the Project area. The results of the survey will be documented in a MMS report and will include an assessment of the Project's impacts to marine mammals. In addition, marine mammal haulouts and rookeries will be identified and proximity to the site will be noted in the MMS report. Avoidance and minimization measures will be included where appropriate.

#### **DELIVERABLES:**

- DRAFT and FINAL Marine Mammal Study

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### **Task 3.9 - Essential Fish Habitat Evaluation**

The Magnuson-Stevens Fishery Conservation and Management Act (MSA) (16 USC 1801 et seq.) requires federal agencies to identify Essential Fish Habitat (EFH) for any fish species included under a federal Fishery Management Plan. Prior to any federal action that would fund, permit, or carry out activities that may adversely affect EFH, the MSA requires the federal action agency to consult with the NMFS regarding potential adverse effects of their actions on EFH, and respond in writing to NMFS recommendations. CONSULTANT will query online databases to identify Habitat Areas of Particular Concern and managed species of interest within the Project area. The EFH will include the managed fish and invertebrate taxa that could occur within the water depth range and habitats that exist within the Project area. The evaluation will address potential Project impacts to EFH and, avoidance and minimization measures will be included where appropriate.

#### **DELIVERABLES:**

- Inclusion of Essential Fish Habitat Evaluation within the BA and/or NES

### **Task 3.10 - Tidewater Goby Protocol Surveys**

For purposes of tidewater goby sampling, the project area is defined as the area of the Morro Bay Estuary-Los Osos Creek directly beneath the existing/new South Bay Boulevard Bridge and a 100 foot buffer area on each side of the bridge. Initially, the project area will be surveyed to determine habitat characteristics such as depth, salinity, benthic substrate, and the presence of emergent and submergent aquatic vegetation. Methods described in the federal tidewater goby survey protocols (USFWS, 2005) will be employed to assess the presence/absence of tidewater goby.

Sampling of aquatic habitat is to be conducted within the July 1 to October 31 sampling period. Federal protocol guidelines specify that two sampling events, separated by at least 30 days, must be completed within the sampling window. Per federal guidelines, only sites where tidewater gobies were not found in Sampling Period 1 will be sampled during Sampling Period 2. However, suitable habitat that may have not been suitable during the first survey period due to changes in water level, etc. will be sampled during Sampling Period 2. If tidewater gobies are found at a site during the first visit, the site does not need to be sampled during the second period. Sampling will be discontinued if the presence of tidewater goby is established in close proximity to the bridge. All surveys will be recorded and reported, including surveys that do not detect tidewater gobies.

#### **DELIVERABLES:**

- Inclusion of survey results within the BA and/or NES

### **Task 3.11 - Wetland Delineation**

CONSULTANT to prepare the Wetland Delineation for the project area. The Wetland Delineation will include a wetland delineation/jurisdictional determination according to the Corps requirements, mapping of jurisdictional areas at the Project site, impact assessment, recommendations on the significance of the impacts, and potential mitigation measures. The Wetland Delineation will be incorporated in and appended to the NES.

#### **DELIVERABLES:**

- Inclusion of Wetland Delineation in the NES

#### **Assumptions:**

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- This proposal does not include bat surveys. This proposal does not include snorkel surveys for aquatic resources (i.e., steelhead, tidewater goby)
- This proposal includes three total field visits with two staff to document early spring blooming plants, early migratory birds, and wetland resources; and a late spring survey to document late blooming plants, breeding activities of wildlife, including a nighttime eye-shine survey.
- This proposal does not include pre-activity clearance surveys, relocation efforts, or monitoring of Project activities.

### **Task 3.12 - Mitigation Assistance**

The CONSULTANT will assist the County to develop the mitigation strategy for this project, including the research of potential on-site and off-site mitigation sites. A conceptual Habitat Mitigation and Monitoring Plan will be prepared for use with permit applications.

#### **DELIVERABLES:**

- Conceptual HMMP

### **Task 3.13 - Section 4(f) De minimis**

Construction activities that encroach on parkland will require a Section 4(f) de minimis evaluation. The CONSULTANT will provide information for the de minimis documentation, including a detailed description of the Section 4(f) property, construction methods and avoidance measures

#### **DELIVERABLES:**

- Description and exhibit information for use in the Section 4(f) de minimis evaluation document

### **Task 3.14 - Visual Resources Technical Memorandum**

The CONSULTANT will prepare a visual technical memorandum for the project. The memo will follow methodology and protocol developed by FHWA and adopted by Caltrans and will include a discussion of the methodology, terms, and thresholds for significance; an overview of applicable local, state, and federal policies and guidelines regarding visual resources (including the general plan and state scenic highway guidelines); a description of the regional visual character and area-specific landscape view shed units (which comprise the baseline conditions for assessing aesthetic impacts); a characterization of viewer groups and their responses to changes in views; an impact analysis which will focus on changes in key views, overall visual character, nighttime light, and daytime glare; and recommendations and mitigation measures to lessen potential project impacts.

#### **DELIVERABLES:**

- Draft and Final Visual Resources Technical Memorandum

### **Task 3.15 – Section 106 Cultural Resources Research**

CONSULTANT will perform a cultural resources record search at the Central Coast Information Center (CCIC) of the California Historical Resource Information System (CHRIS) using a 0.5-mile search radius to determine if prior studies have been performed within the Project area or if cultural resources have been previously recorded. Records in the Historic Property Data File, California Register of Historic Resources (CRHR), and National Register of Historic Places (NRHP) will be reviewed, and historic maps, aerial photographs, and other historic documents will be assessed

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to determine if any historic features or foundations are likely to be present below the ground surface within the Project area.

The Native American Heritage Commission (NAHC) will be contacted to provide a list of Native American and other groups or individuals with potential knowledge of cultural resources in the Project area. Native American consultation will include written letters to the appropriate representatives, and follow-up phone calls will be made to interested individuals.

Local historical societies and museums will also be contacted to determine if they have information about cultural resources in or near the Project area. Written solicitations for information on the proposed Project area will be made to the San Luis Obispo County Archaeological Society (SLOCAS), South County Historical Society, and History Center of San Luis Obispo County.

Historic maps, aerial photographs, and other historic documents will be assessed to determine if any historic features or foundations are likely to exist below the ground surface within the Project area. Research materials will be examined at some or all of the following institutions:

- Bureau of Land Management Office (GLO Maps), Sacramento
- South County Historical Society in Arroyo Grande
- History Center of San Luis Obispo County
- Special Collections at Cal Poly San Luis Obispo
- San Luis Obispo Center for Archaeological Studies
- San Luis Obispo City-County Library; Maps and Imagery Laboratory at the Davidson Library, University of California, Santa Barbara
- San Luis Obispo County Tax Assessor's Offices
- County of San Luis Obispo Department of Planning and Building
- County Surveyor
- Los Osos Public Library

### **Task 3.16 - Cultural Resources Survey and Site Recordation**

Perform an archaeological pedestrian field survey to identify cultural resources within the Project APE by qualified prehistoric and historic archaeologists at transect intervals not to exceed 5 meters, unless prohibited by terrain, vegetation, access, or safety issues.

According to Caltrans History Bridge Inventory, the existing bridge was evaluated as not eligible for the NRHP, so the bridge will not require re-evaluation. This scope assumes no historical archaeological sites and not more than one prehistoric archaeological site will be identified within the Area of Potential Effect (APE); site documentation will include recordation on California Department of Parks and Recreation DPR 523 forms.

### **Task 3.17 - Area of Potential Effect Map**

Base maps and plans, depicting the area proposed for impacts (e.g., construction, staging, and construction access areas) will be assembled and a draft APE will be created by the CONSULTANT for the project area. The map will be plotted on an aerial photograph at a scale of approximately 1"=100' or 1"=200', with a bar scale. The map will depict the existing and proposed right-of-way and clearly labeled roads, and the APE for both archaeological and historic resources. The APE map will have a signature and date block for "Principal Investigator - Prehistoric Archaeologist" and "Caltrans Local Assistance Engineer." The APE map will be submitted by COUNTY to FHWA/Caltrans for approval and adoption.

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### **DELIVERABLES:**

- Draft and Final Area of Potential Effect Map

### **Task 3.18 - Archaeological Survey Report (ASR)**

Conduct a Phase I archeological survey and present the results in an Archaeological Survey Report (ASR). If cultural or historic resources are not found, then applicable memorandums will be submitted in accordance with SER guidelines.

Historic Resources Evaluation Reports (HRERs) are prepared to document any historical archaeological resources and/or built-environment resources within an APE. However, it is assumed that these resources will not be identified in the Project APE, so it will not be necessary to prepare an HRER.

### **DELIVERABLES:**

- Draft and Final ASR

### **Task 3.19 - Historic Property Survey Report (HPSR)**

Prepare an Historic Property Survey Report (HPSR) which will summarize the results of the ASR. The document will conform to Caltrans specifications. One copy of the report also will be submitted to the CCIC.

### **DELIVERABLES:**

- Draft and Final HPSR

## **TASK 4 – PUBLIC OUTREACH**

### **Task 4.1 – Public Outreach**

CONSULTANT shall assist COUNTY with implementation of its public outreach plan. The CONSULTANT will attend and conduct 1 public meeting and prepare exhibits and project descriptions as may be requested by COUNTY. At the request of the COUNTY, the CONSULTANT will incorporate and/or respond to information or questions received from the public.

### **DELIVERABLES:**

- Exhibits
- Attend 1 public meeting

## **TASK 5 – PRELIMINARY UTILITY COORDINATION**

### **Task 5.1 – Preliminary Utility Coordination**

COUNTY shall perform utility coordination with affected utilities, including "A", "B" and "C" letters. CONSULTANT shall incorporate utility data and information obtained by the COUNTY from the utility companies into the project base mapping and project documents.

### **DELIVERABLES:**

- Update base map with utility information

## **TASK 6 – GEOTECHNICAL ENGINEERING**

### **Task 6.1 – Pre-Field Activities**

Prior to the field work, CONSULTANT will perform a site reconnaissance to review project limits and mark the exploratory boring locations for utility clearance. It is

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anticipated an encroachment permit with the San Luis Obispo COUNTY Road Department will be necessary to complete the borings. Obtaining the permit is included in this scope, but based on previous experience, it is anticipated the encroachment permit would be issued without charge. CONSULTANT shall prepare required permit applications and assist COUNTY in submitting to the appropriate resource agencies, including CalWild, CCC, USACE, and RWQCB if required.

### **Task 6.2 – Field Exploration Program**

The data from the two (2) previous test borings will be utilized. The present subsurface profile will be augmented by two (2) additional test borings to depths of about 50 to 80 feet below existing road grade. One (1) boring will be located at the new Abutment 1 and one (1) boring located at the new anticipated retaining wall associated with the replacement alignment. Due to the limited access at the toe of the embankment slope, the borings will need to be drilled with a crawler drill rig. Necessary traffic control for a shoulder closure will be provided by CONSULTANT. The borings will be advanced with a drill rig capable of utilizing hollow-stem auger and rotary wash (once groundwater is encountered) drilling techniques. The soil cuttings and drilling fluid will be contained in 55 gallon drums and removed from the site the field exploration program is completed. Soil cuttings and drilling fluid shall be the property of the CONSULTANT, and shall only be disposed of in compliance with applicable laws and regulations. Samples will be obtained from the test borings at frequent intervals. Sampling, logging, and oversight of drilling operations will be performed in general accordance with Caltrans procedures by an engineer who is qualified by both education and experience. Upon completion, test borings will be backfilled with grout. Bulk samples of the existing north and south approach embankments will also be obtained.

### **Task 6.3 – Laboratory Testing Program**

Selected soil samples obtained during the field exploration will be tested in CONSULTANT's local Caltrans certified laboratory to evaluate certain physical properties that will be necessary to complete the engineering analysis. Based on the anticipated subsurface conditions at the site, it is anticipated the following laboratory tests will be performed:

- In-place density and moisture content, American Society for Testing and Materials (ASTM) D2937
- Direct shear strength, ASTM D3080
- One-dimensional consolidation, ASTM D2435
- Material finer than 75-microns, ASTM D1140
- Atterberg Limits, ASTM D4318
- R-value, California Test Method No. 301
- Soluble sulfate, California Test Method No. 417
- Soluble chloride, California Test Method No. 422
- Minimum electrical resistivity, California Test Method No. 643

### **Task 6.4 – Engineering Analysis and Report Preparation**

After the additional field and laboratory phases are complete and based on engineering evaluation and analysis of the entire field and laboratory data program for the project, a draft Foundation Report will be prepared, followed by a final Foundation Report once all review comments have been received. The report will follow basic Caltrans LRFD guidelines and the revised Caltrans Foundation Report Preparation for Bridge Foundations (2009), which became effective January 1, 2010. The Foundation Report will present comments and recommendations to aid in design

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of the bridge. It is anticipated that the following specific items will be included in the Foundation Report:

Appropriate data and analyses from the previous preliminary geotechnical evaluation will be utilized. It is anticipated that the following items will be included in the FR:

- A description of the proposed project.
- Presence of naturally occurring asbestos.
- Discussion of the field and laboratory testing programs.
- Comments on the regional geology and site engineering seismology, including the potential for liquefaction and associated effects (seismically induced settlement and lateral spread.)
- Recommended peak ground acceleration and ARS curve based on Caltrans Seismic Design Criteria 1.7.
- Results of liquefaction and lateral spreading analysis based on new and previous borings
- Recommended design and specified tip elevations for selected pile foundation types.
- Recommended parameters for LPILE profile and lateral load versus deflection curve for selected pile foundations.
- Comments on soil stiffness and ultimate equivalent lateral pressure for resisting dynamic loading of abutment walls.
- Recommended lateral loading on piles and pile moment and shear plots due to liquefaction-induced lateral spread based on combined kinematic and inertial demands applied to foundation models per Caltrans guidelines (2011).
- Recommended foundation springs for use in the inertial demand analysis for liquefied and non-liquefied conditions.
- Recommended lateral earth pressures and foundation recommendations for retaining structures.
- Recommendations for pavement sections based on a furnished Traffic Index.
- Comments on the corrosion potential of foundation soil.
- Log of Test Boring drawings suitable for inclusion into the contract drawings.

### **Task 6.5 – Aerial Deposited Lead Assessment**

Because of the potential for ADL to have migrated from the roadways onto the shoulder and median areas, Kleinfelder proposes to collect samples from the near surface (0.5-foot), 1.5 feet and 3 feet in depth from 12 on site locations (one every approximately 150 feet) 36 total samples for chemical analysis.

Kleinfelder will perform utility clearance prior to this investigation during a concurrent drilling phase of the project. For the ADL survey, we proposes to collect soil samples from 3 to 6 feet away from the existing edge of pavement or within the area of proposed alignment at the 12 selected locations. The actual sampling locations will be dependent on access, surface conditions, and potential interference with subsurface utilities.

The soil samples will be obtained using a hand auger and/or slide hammer-sampling device. Hand augering techniques are less invasive than drilling, and should be sufficient for the shallow sampling depths proposed. The hand auger will be used to advance the soil borings to a maximum depth of 3 feet. Soil samples are obtained by driving a 2-inch diameter by 6-inch long stainless steel tube into the soil with the slide hammer, forcing soil into the stainless steel tube. The stainless steel tube is removed from the boring and sealed with Teflon sheeting and plastic end caps. The samples are then labeled, and placed in an iced cooler pending transportation to the

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analytical laboratory under chain of custody protocols. The hand auger borings will be backfilled with the soil cuttings generated during sampling.

To reduce the potential for cross-contamination, sampling equipment will be cleaned with a non-phosphate or laboratory grade detergent wash and rinsed with distilled water prior to collecting each soil sample.

The samples will be submitted to a State of California Department of Health Services approved laboratory. Samples will be analyzed in a staged approach, with subsequent testing pending the initial total lead results. Samples that contain total lead in excess of 50 milligrams per kilogram (mg/kg) will also be analyzed for soluble lead to evaluate soil for re-use and disposal options. Initial solubility results by the Waste Extraction Test (WET) at or greater than 5 milligrams per liter (mg/l) will indicate the soil may be characterized as a California hazardous waste. Samples with WET results at or above 5 mg/L will be further tested to evaluate if the material might be classified as a federal hazardous waste per the Toxicity Characteristic Leaching Potential test. pH testing is proposed to evaluate the influence of potential acidic soils on the leaching potential of ADL. The samples will be analyzed for the following by the indicated methods:

- Total lead by EPA Method 6010B
- pH by EPA Method 150.1
- Waste Extraction Test (WET) for Lead by Title 22 methodology (deionized and citrate buffer) – if needed\*
- Toxicity Characteristic Leaching Potential (TCLP) 6000/7000 series – if needed
- The samples will be analyzed on a standard laboratory turnaround requiring approximately 10 to 15 working days for results.
- Upon completion of soil sampling and receipt and review of analytical results, the following items will be included in the final report:
  - A description of field activities, observations, and soil sample protocols;
  - Results of the sample analysis with copies of certified analytical laboratory results with chain-of-custody documentation;
  - Description and documentation of QA/QC procedures employed for field and laboratory work;
  - Statistical analyses of the lead results, using the computer program ProUCL;
  - An assessment of the results, with conclusions and recommendations for handling impacted soil; and
  - The ADL results will be provided in a report.

Information gathered during the study by Kleinfelder is considered confidential and will be released only upon written authorization from the COUNTY or as required by law. California law requires a person to inform the state if a situation is encountered that can be considered an immediate endangerment to the public's health or welfare and/or to the environment.

### **ASSUMPTIONS:**

The geotechnical services scope does not include the assessment of environmental characteristics involving hazardous or toxic substances (excepting aerial deposited lead and NOA). In the event that suspected hazardous materials are encountered, visually or by odor in any geotechnical test boring, such boring will be immediately terminated and arrangements will be made to backfill the boring with cement grout. CONSULTANT will notify the COUNTY as soon as possible of such an occurrence. In such a case, added costs incurred as a result of hazardous substances is not included in this scope of work. For aerial lead assessment, if more analyses and fees are required due to elevated concentrations of total lead at shallow depths, additional

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authorization and funding will be needed before proceeding with further required studies.

### **DELIVERABLES TASK 6:**

- Draft Foundation Report
- Final Foundation Report
- Log of Test Borings (LOTB)
- ADL Report

### **TASK 7 – 65% DESIGN**

#### **Task 7.1 – 65% Roadway Design**

Prepare the roadway civil design to conform to the approved final retrofit strategy report. The Title Sheet will include the appropriate COUNTY and federal funding project identification, as well as an index to plans, a vicinity map, the project legend, general notes, project control points, and appropriate signature approval blocks. The roadway Typical Section Sheet will include the roadway structural section as designed, based on a COUNTY supplied Traffic Index (TI) and the recommendations of the Geotechnical Report indicating the R-value. Plan, Profile and Superelevation sheets will be produced. The plan view will delineate the general roadway improvements and pavement dimensions. Geometric information, tied to the project control points, will be shown to sufficiently describe both the horizontal and vertical alignments. Cross-section sheets will be provided at intervals of 50 feet maximum and at all significant geometric features. Cross sections shall show R/W lines, daylight lines, EP, cut and fill, fences and other pertinent features. The approach roadway will be prepared at appropriate scales. Utility locations, re-grading and conforming details will be shown. Erosion control plans will identify the required BMP's to safeguard the creek/estuary from storm water run-off during construction, and final erosion control measures to stabilize the disturbed areas after construction. Roadway design will be in accordance with COUNTY standards and AASHTO Standards. Design will be performed in AutoCAD Civil 3D highway design package. Details necessary to construct the roadway, including grading, drainage, pavement structural sections, etc. will be developed. Included are details for compliance with RWQCB post-construction stormwater management requirements.

CONSULTANT will prepare design and plans for final grading and landscape mitigation plantings which will consist of vegetation that supports the adjacent plant communities. The replanting plan will be developed in coordination with the Morro Bay National Estuary Program. Contour Grading Sheets will be provided for any removal of fill on the south side of the estuary under and around the existing bridge.

The CONSULTANT will also perform the relocation/location design of the existing Los Osos Bear monument located on the northeastern corner of the existing bridge, and the proposed accommodations for the Los Osos community roadside sign. The existing monument consists of a concrete pedestal and two LED spotlight light fixtures that are powered by a solar panel and computer control.

#### **Task 7.2 – 65% Bridge Design and Detailing**

The structure type will be based on the final seismic retrofit strategy report. The bridge design will be in accordance with the "AASHTO LRFD Bridge Design Specifications", with the latest version of Caltrans amendments and applicable sections of the Caltrans Bridge Memos to Designers and Bridge Design Aids manuals. The design will meet COUNTY, Caltrans and FHWA standards in effect as of the date of Notice to Proceed. Seismic design will be performed in accordance with latest

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edition of the Caltrans Seismic Design Criteria. A Caltrans Standard Plan Type 1 retaining wall on piles is assumed to be the retaining wall type required on the southeast roadway approach.

Detailing of plans will be in accordance with Caltrans Bridge Design Details manual. Both the design and detailing will be based on the use of the latest COUNTY Standards and Caltrans Standard Plans and Standard Specifications. All details will be checked by the bridge design engineer.

Prepare special provisions for bridge demolition and a plan sheet showing limits of demolition.

### **Task 7.3 – Traffic Design**

Traffic staging plans will be prepared to delineate traffic controls for each stage of construction. A Construction Area Signs sheet will be prepared for the project, including signs for each stage of construction. The plan will delineate the staging using appropriate advisory and construction area signs (CAS) as approved by the COUNTY.

A signing, striping, and pavement marking plan will be developed utilizing COUNTY standard details. Existing as well as new sign locations will be shown. Sign panels will be shown for any nonstandard signs. Standard signs will be designated by appropriate Caltrans standard sign numbers. Temporary signing and striping, portable delineators, temporary crash cushion arrays and temporary railing (Type K) will be shown, as necessary. CONSULTANT staff will work closely with the COUNTY Traffic Engineer to incorporate applicable requirements into the plan set.

### **Task 7.4 – Design Exceptions**

CONSULTANT will prepare any project design exceptions to FHWA's 13 controlling criteria for approval by COUNTY.

### **Task 7.5 – Roadway Drainage Memo / SWPPP**

CONSULTANT will provide the roadway drainage design and analysis, including any details and specifications for sustainable drainage elements that may be needed at this site. CONSULTANT will prepare a memo documenting the roadway drainage design and analysis.

CONSULTANT to prepare one SWPPP in accordance with the requirements of the State Water Resources Control Board (SWRCB) National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities Order No. 2009-0009-DWQ NPDES No. CAS000002 (adopted September 2, 2009).CONSULTANT to submit the NOI through SMARTS upon SWPPP approval by COUNTY. COUNTY to pay fees associated with SMARTS submittal.

CONSULTANT to prepare calculations and exhibits in compliance with the most recent RWQCB post-construction stormwater management requirements. Calculations and exhibits to be used in the RWQCB permit application.

**PHASE 2**

**TASK 8 – PROJECT MANAGEMENT**

**Task 8.1 – Project Management**

The Project Management task is the Phase 2 continuation of Project Management as defined in Phase 1.

**TASK 9 – RIGHT-OF-WAY**

**Task 9.1 – Preliminary Right-of-Way Assessment**

Right-of-way impacts at the site will be assessed during the 65% design phase. Permanent right-of-way acquisitions are not anticipated. Temporary construction easements, if needed, will be delineated and used for updating the project cost estimate at the 65% submittal.

**Task 9.2 – Right-of-Way Exhibits**

CONSULTANT will identify any temporary easements or permanent right-of-way takes needed to construct the project. CONSULTANT will prepare an exhibit in AutoCAD showing the right-of-way limits for the project. The COUNTY will prepare the Plats and Legals and other exhibits (for TCEs) as needed for acquisition. The COUNTY will perform all appraisals and acquisitions for the project.

**DELIVERABLES:**

- Preliminary Right-of-Way Data
- Right-of-Way limits for use by COUNTY

**TASK 10 – UTILITIES**

**Task 10.1 – Utility Conflict Coordination**

Upon completion of the 65% plans, CONSULTANT will identify impacted utility facilities within the project limits, and will provide conflict maps for each impacted facility to the COUNTY. It is assumed that all new or relocated utility facilities will be designed and constructed by the applicable utility owners.

**Task 10.2 – Utility Notice to Owners (By COUNTY)**

COUNTY will prepare draft Notice to Utility Owners letters for transmittal to each affected utility.

**DELIVERABLES:**

- Utility Conflict Maps

**TASK 11 – 65% PLANS SUBMITTAL**

**Task 11.1 – 65% Plans Submittal**

A PDF submittal of the 65% plans will be made to the COUNTY. A preliminary contract bid item list will be prepared, as well as an updated General Plan estimate reflecting any significant changes from the Type Selection report. CONSULTANT will perform an independent QA/QC review of the 65% plans and incorporate appropriate revisions prior to submittal to the COUNTY. Upon receipt of COUNTY comments on the 65% plans submittal, CONSULTANT will review and incorporate applicable

## EXHIBIT A

revisions into the design and will submit the response to 65% comments with the 95% submittal.

### **DELIVERABLES:**

- 65% Roadway and Bridge Plans
- Contract Items List
- Updated Estimate

### **TASK 12 – BRIDGE DESIGN CHECK**

#### **Task 12.1 – Bridge Design Check**

Upon completion of the 65% submittal and after NEPA certification, CONSULTANT will perform an independent design check of the 65% bridge plans in conformance with usual Caltrans bridge design procedures. A Bridge engineer will develop their own calculations, computer runs, etc., to check the bridge layout and structural integrity. A plan set is marked indicating approved items and those that may require modification. The checker and designer then work jointly to resolve all discrepancies. The needed plan changes are then revised resulting in the Checked Details.

### **DELIVERABLES:**

- Independent check calculations and comments
- Comment-resolution verification

### **TASK 13 – QUALITY CONTROLS REVIEW**

#### **Task 13.1 – Quality Controls Review**

Quality control reviews will be conducted before the following submittals:

- 65% Plan Submittal
- Draft PS&E
- Final PS&E

The plans will be reviewed for compatibility between portions of work and design disciplines, including a Road Plan Review as described in the Caltrans Memo to Designers 2-25. The Geotechnical Engineer shall review the Structure plans prior to the Draft PS&E Submittal for compliance with the geotechnical recommendations. CONSULTANT shall perform an independent QA/QC review prior to the submittals listed above being transmitted to the COUNTY.

### **TASK 14 – DRAFT PS&E (90%)**

#### **Task 14.1 – Draft PS&E (90%)**

CONSULTANT will develop the bridge design to the 90% level and respond to comments received from the 65% submittal and resolve any outstanding design issues. CONSULTANT will perform an independent QA/QC review of the 90% plans, specifications and estimate and incorporate appropriate revisions prior to submittal to the COUNTY.

Bridge plans will be prepared in AutoCAD and roadway plans will be prepared in AutoCAD Civil3D format. Specifications will be prepared in Microsoft Word and the estimate will be prepared in Microsoft Excel. All electronic submittals will be the original source file accompanied by an electronic plot in PDF format.

## EXHIBIT A

### **Task 14.2 – Specifications**

Prior to the Draft PS&E Submittal, the plans will be reviewed by CONSULTANT and an updated contract items list will be produced. The technical specifications will then be compiled using the items list to collect and edit the latest Caltrans Standard Special Provisions (SSP's). CONSULTANT will prepare required technical special provisions. The basis of the specifications shall be the Caltrans Standard Specifications, 2010 edition or later. It is assumed that the COUNTY will prepare the "boiler plate" documents, including the notice to bidders, proposal, bond forms, and agreement. Required mitigation measures and permitting requirements from the environmental permits will be included in the specifications. COUNTY will assemble the final project contract documents.

### **Task 14.3 – Engineers Estimate**

Two independent sets of bridge quantity calculations will be prepared by individuals experienced in this work. The quantity calculations will be organized and detailed for use by field inspectors during construction. Standard Caltrans summary sheets will be used for bridge and road quantity calculations, aiding in facilitating the review process and use by the construction personnel. Bridge quantity estimators should agree within tolerances prescribed in Chapter 11 of the Caltrans Bridge Design Aids Manual. Any deviations will be resolved and the Marginal Estimate sheet will be prepared.

Unit prices will be applied to each contract item resulting in the Engineer's Estimate of Probable Construction Cost (Estimate). Prices used will be based on the latest available data from the COUNTY and Caltrans, reflecting the location of the project and the quantity of each item. Non-participating costs, if any, will be segregated in the estimate.

### **DELIVERABLES:**

- Five sets 90% Plans (Civil3D)
- Special Provisions (Word)
- Cost Estimate (Excel)
- Estimated construction schedule (MS Project)

### **TASK 15 – PERMIT COMPLIANCE**

#### **Task 15.1 - Regulatory Agency Permitting**

Prepare permit applications to satisfy Sections 401 and 404 of the Clean Water Act (CWA) and Section 1602 of the California Fish and Game Code. Permits include a Nationwide Permit Authorization from the Corps to satisfy Section 404 of the CWA, a Water Quality Certification from the RWQCB to satisfy Section 401 of the CWA, and a Lake or Streambed Alteration Agreement from the CDFW to satisfy Section 1602 of the California Fish and Game Code. Supporting material will include a Project description, Project figures and plans including conceptual diversion and dewatering plans, jurisdictional delineation/preliminary jurisdiction form, site photos, and biological reports. In addition, the approved CEQA document and permit application fees (both provided by the County) will be submitted to CDFW and RWQCB. CONSULTANT will submit complete permit application packages to the County for each agency. The County will finalize each permit application and will submit the final permit application packages to the corresponding agency.

## EXHIBIT A

### **Task 15.2 - Coastal Development Permit**

Attend a pre-application meeting with the appropriate local planning staff and Coastal Commission staff.

Prepare a Coastal Development Permit application package which includes a detailed Project description (addressing design, construction, and operational characteristics of the development), completed application for, approved CEQA document, and other available attachments as required. Prepare a detailed rendering of the replacement bridge into a photograph of the project site. Provide an alternatives discussion for other alignments considered but not used.

### **Task 15.3 - Environmental Commitments Record**

Prepare the Environmental commitments Record (ECR) for the Project once all agency permits have been obtained. The ECR will include all environmental commitments required for the Project. Plans and specifications will be checked against the permit conditions and measures to ensure compliance with the agency requirements and the ECR will indicate where in the PS&E the commitment was fulfilled.

## **TASK 16 – FINAL PS&E**

### **Task 16.1 – Final Revisions**

Upon receipt of comments from the Draft PS&E submittal to the COUNTY, and other jurisdictional agencies, which will be routed through the COUNTY, final revisions will be made. CONSULTANT will incorporate appropriate comments in the plans, specifications, and estimate.

CONSULTANT will incorporate comments and submit final plans, specifications and estimate to the COUNTY. CONSULTANT will perform an independent QA/QC review of the 100% submittal package and incorporate appropriate revisions prior to submittal to the COUNTY.

Final Civil 3D files shall contain all surfaces and alignments used in creating the final plans suitable for use by the County for staking the project.

## **DELIVERABLES:**

- Final Design Plans
- Final technical specifications (incl. Federal Trainee Calculation)
- Construction Cost Estimate
- Estimated construction schedule with estimated working days calculation (hardcopy and in MS Project format)
- Resident Engineer's File (incl. 4-scale)
- Cross Sections
- AutoCAD Project Plans on flash drive

## **TASK 17 – BID PERIOD CONSULTATION**

### **Task 17.1 – Bid Period Consultation**

CONSULTANT will provide bidding assistance to the COUNTY. This will include consultation and interpretation of the contract documents, answering questions from prospective bidders, and assisting the COUNTY in preparing addenda to the PS&E during the advertisement period. CONSULTANT will assist the COUNTY by attending pre-bid or pre-construction meetings.

## EXHIBIT A

### **DELIVERABLES:**

- Prepare Addenda as required
- Respond to RFI's as required

### **PHASE 3**

#### **TASK 18 – DESIGN SUPPORT DURING CONSTRUCTION**

##### **Task 18.1 – Design Support During Construction Assistance**

CONSULTANT will provide design and engineering support during construction. This work includes, but is not limited to, review and response to CONTRACTORS requests for information (RFIs), product submittal reviews, concrete mix design checks, shop drawing review, field observations, review of CIDH pile anomaly tests, and falsework structural calculation checks.

This task assumes the COUNTY or a separate third party will perform Construction Management services including supplying a Resident Engineer (RE), processing change orders, managing the construction schedule and CONTRACTOR's day to day operations, and preparing as-built drawings.

**EXHIBIT B**

COUNTY OF SAN LUIS OBISPO  
DEPARTMENT OF PUBLIC WORKS  
SOUTH BAY BOULEVARD AT LOS OSOS CREEK  
BRIDGE REPLACEMENT PROJECT

**Drake Haglan & Associates  
CONTRACT SUMMARY**

**DHA DIRECT LABOR**

| <u>Person</u>                 | <u>Hours</u>                           | <u>Rate</u> | <u>Total</u>         |
|-------------------------------|--|-------------|----------------------|
| C. Drake                      | 342                                    | \$ 85.00    | \$ 29,070.00         |
| J. Elmensdorp                 | 60                                     | \$ 60.00    | \$ 3,600.00          |
| J. Silva                      | 24                                     | \$ 83.40    | \$ 2,001.60          |
| M. Burgard                    | 510                                    | \$ 49.00    | \$ 24,990.00         |
| T. Dubovick                   | 380                                    | \$ 65.00    | \$ 24,700.00         |
| J. Grant                      | 394                                    | \$ 48.10    | \$ 18,951.40         |
| L. Minor                      | 100                                    | \$ 30.00    | \$ 3,000.00          |
| D. Melis                      | 190                                    | \$ 68.20    | \$ 12,958.00         |
| K. Li                         | 900                                    | \$ 58.20    | \$ 52,380.00         |
| J. Hildebrandt                | 207                                    | \$ 46.00    | \$ 9,522.00          |
| L. Tisch                      | 157                                    | \$ 33.65    | \$ 5,283.05          |
| K. Dresbach                   | 472                                    | \$ 39.00    | \$ 18,408.00         |
| T. Bautista                   | 24                                     | \$ 33.50    | \$ 804.00            |
| <b>Subtotal Direct Labor:</b> | <b>3760</b>                            |             | <b>\$ 205,668.05</b> |
|                               | <b>Salary Increases @ 2% annually:</b> |             | <b>\$3,741.39</b>    |

**Total: Direct Labor: \$ 209,409.44**

**DHA INDIRECT COSTS**

| <u>Item</u>    | <u>Rate</u>    | <u>Total</u>         |
|----------------|----------------|----------------------|
| Overhead       | 99.10%         | \$ 207,524.76        |
| Fringe Benefit | 51.00%         | \$ 106,798.81        |
| <b>Total</b>   | <b>150.10%</b> | <b>\$ 314,323.57</b> |

**Total: Indirect Costs: \$ 314,323.57**

**DHA FEE**

| <u>Amount</u>   | <u>Rate</u> | <u>Total</u> |
|-----------------|-------------|--------------|
| Fee on DL + ICs | 10.00%      | \$ 52,373.30 |

**Total: Fee: \$ 52,373.30**

**DHA OTHER DIRECT COSTS**

| <u>Item</u>                      | <u>Unit</u> | <u>Quantity</u> | <u>Unit Price</u> | <u>Total</u>       |
|----------------------------------|-------------|-----------------|-------------------|--------------------|
| EDR Record Search                | EA          | 1               | \$400.00          | \$ 400.00          |
| Mileage (12 Trips@550 mile/ea)   | Mile        | 6600            | \$0.575           | \$ 3,795.00        |
| Print Full Size Bond (24"x36")   | EA          | 260             | \$2.34            | \$ 608.40          |
| Print Full Size Vellum (24"x36") | EA          | 130             | \$20.70           | \$ 2,691.00        |
| Print Half Size (11"x17")        | EA          | 1300            | \$0.36            | \$ 468.00          |
| Overnight Delivery (\$15/ea)     | EA          | 56              | \$18.00           | \$ 1,008.00        |
| <b>Subtotal:</b>                 |             |                 |                   | <b>\$ 8,970.40</b> |

**Total Other Direct Costs: \$ 8,970.40**

**SUBCONSULTANTS**

| <u>Subconsultant</u> | <u>Total</u>         |
|----------------------|----------------------|
| Kleinfelder          | \$ 82,532.95         |
| Rick Engineering     | \$ 33,324.85         |
| Padre                | \$ 94,420.98         |
| <b>Subtotal:</b>     | <b>\$ 210,278.78</b> |

**Total Subconsultant Cost: \$ 210,278.78**

**Total Contract: \$ 795,355.49**

EXHIBIT B

Hours Breakdown South Bay Boulevard at Los Osos Creek Bridge Replacement Project

|                             |      |   | DHA Staff Hours Detail                   |                    |                     |                         |                        |                 |                           |                         |                  |                           |                          | DHA Direct Labor / Task |                        | Subconsultant Fees |                       |                          |                   |                       |           |             |             |            |
|-----------------------------|------|---|--|--------------------|---------------------|-------------------------|------------------------|-----------------|---------------------------|-------------------------|------------------|---------------------------|--------------------------|-------------------------|------------------------|--------------------|-----------------------|--------------------------|-------------------|-----------------------|-----------|-------------|-------------|------------|
|                             |      |   | Project Manager                          | Bridge QC Engineer | Roadway QC Engineer | Bridge Project Engineer | Senior Bridge Engineer | Bridge Engineer | Assistant Bridge Engineer | Senior Roadway Engineer | Roadway Engineer | Environmental Coordinator | Environmental Specialist | Bridge CAD              | Project Administration | DHA Hours          | DHA Direct Labor Cost | Geotechnical Engineering | Landscape & SWPPP | Environmental Studies |           |             |             |            |
|                             |      |   | C. Drake                                 | J. Elmendorp       | J. Silva            | M. Burgard              | T. Dubovik             | J. Grant        | L. Minor                  | D. Melis                | K. Li            | J. Hildebrandt            | L. Tisch                 | K. Dresbach             | T. Bautista            |                    |                       | Kleinfelder              | Rick              | Padre                 |           |             |             |            |
| Initial Hourly Direct Rate: |      |   | \$85.00                                  | \$60.00            | \$83.40             | \$49.00                 | \$65.00                | \$48.10         | \$30.00                   | \$68.20                 | \$58.20          | \$46.00                   | \$33.65                  | \$39.00                 | \$33.50                |                    |                       |                          |                   |                       |           |             |             |            |
| Phase                       | Task | Scope of Work Task                          |  |                    |                     |                         |                        |                 |                           |                         |                  |                           |                          |                         |                        |                    |                       |                          |                   |                       |           |             |             |            |
| 1                           | 1    | 1.1   | Project Management                       | 150                |                     |                         | 30                     |                 |                           |                         |                  |                           |                          |                         | 15                     |                    | 195                   | \$                       | 14,910.00         |                       |           |             |             |            |
|                             |      | 1.2   | Progress Meetings                        | 40                 |                     |                         | 60                     |                 |                           |                         |                  |                           |                          |                         | 40                     | 20                 |                       | 160                      | \$                | 9,988.00              |           |             |             |            |
|                             | 2    | 2.1   | Kick-Off Meeting                         | 8                  |                     |                         | 8                      |                 |                           |                         |                  |                           |                          |                         | 8                      |                    | 4                     | 36                       | \$                | 2,119.60              |           |             |             |            |
|                             |      | 2.2   | Surveys and Mapping (By COUNTY)          |                    |                     |                         |                        |                 |                           |                         |                  |                           |                          |                         | 16                     |                    |                       | 16                       | \$                | 1,091.20              |           |             |             |            |
|                             |      | 2.3   | Bridge Hydraulic Report (By COUNTY)      |                    |                     |                         | 4                      |                 |                           |                         |                  |                           |                          |                         |                        |                    |                       | 4                        | \$                | 196.00                |           |             |             |            |
|                             | 3    | 3.1   | Environmental Project Management         |                    |                     |                         | 4                      |                 |                           |                         |                  |                           |                          |                         |                        |                    |                       | 4                        | \$                | 196.00                |           |             | \$12,320.00 |            |
|                             |      | 3.2   | Purpose and Need and Project Description |                    |                     |                         | 4                      |                 |                           |                         |                  |                           |                          |                         |                        | 32                 |                       | 36                       | \$                | 1,668.00              |           |             |             |            |
|                             |      | 3.3   | Noise Technical Memorandum               |                    |                     |                         |                        |                 |                           |                         |                  |                           |                          |                         |                        | 4                  | 20                    | 24                       | \$                | 857.00                |           |             |             |            |
|                             |      | 3.4   | Hazardous Waste ISA                      |                    |                     |                         |                        |                 |                           |                         |                  |                           |                          |                         |                        | 12                 | 72                    | 84                       | \$                | 2,974.80              |           |             |             |            |
|                             |      | 3.5   | Field Surveys                            |                    |                     |                         |                        |                 |                           |                         |                  |                           |                          |                         |                        |                    |                       | 0                        | \$                | -                     |           |             | \$9,520.00  |            |
|                             |      | 3.6   | Natural Environment Study (NES)          |                    |                     |                         | 8                      |                 |                           |                         |                  |                           |                          |                         |                        | 6                  |                       | 14                       | \$                | 668.00                |           |             | \$12,580.00 |            |
|                             |      | 3.7   | Biological Assessment                    |                    |                     |                         | 8                      |                 |                           |                         |                  |                           |                          |                         |                        | 6                  |                       | 14                       | \$                | 668.00                |           |             | \$8,720.00  |            |
|                             |      | 3.8   | Marine Mammal Study                      |                    |                     |                         |                        |                 |                           |                         |                  |                           |                          |                         |                        |                    | 1                     |                          | 1                 | \$                    | 33.65     |             |             | \$3,120.00 |
|                             |      | 3.9   | Essential Fish Habitat Evaluation        |                    |                     |                         |                        |                 |                           |                         |                  |                           |                          |                         |                        |                    | 1                     |                          | 1                 | \$                    | 33.65     |             |             | \$2,380.00 |
|                             |      | 3.10  | Tidewater Goby Protocol Surveys          |                    |                     |                         |                        |                 |                           |                         |                  |                           |                          |                         |                        |                    | 1                     |                          | 1                 | \$                    | 33.65     |             |             | \$520.00   |
|                             | 4    | 4.1   | Public Outreach                          | 8                  |                     |                         | 8                      |                 |                           | 8                       | 8                |                           |                          |                         |                        |                    | 32                    | 4                        | 68                | \$                    | 3,465.20  |             |             |            |
|                             |      | 4.2   | Public Outreach                          |                    |                     |                         |                        |                 |                           |                         |                  |                           |                          |                         |                        |                    |                       |                          |                   |                       |           |             |             |            |
|                             |      | 4.3   | Public Outreach                          |                    |                     |                         |                        |                 |                           |                         |                  |                           |                          |                         |                        |                    |                       |                          |                   |                       |           |             |             |            |
|                             |      | 4.4   | Public Outreach                          |                    |                     |                         |                        |                 |                           |                         |                  |                           |                          |                         |                        |                    |                       |                          |                   |                       |           |             |             |            |
|                             |      | 4.5   | Public Outreach                          |                    |                     |                         |                        |                 |                           |                         |                  |                           |                          |                         |                        |                    |                       |                          |                   |                       |           |             |             |            |
| 4.6                         |      | Public Outreach                             |  |                    |                     |                         |                        |                 |                           |                         |                  |                           |                          |                         |                        |                    |                       |                          |                   |                       |           |             |             |            |
| 4.7                         |      | Public Outreach                             |  |                    |                     |                         |                        |                 |                           |                         |                  |                           |                          |                         |                        |                    |                       |                          |                   |                       |           |             |             |            |
| 4.8                         |      | Public Outreach                             |  |                    |                     |                         |                        |                 |                           |                         |                  |                           |                          |                         |                        |                    |                       |                          |                   |                       |           |             |             |            |
| 4.9                         |      | Public Outreach                             |  |                    |                     |                         |                        |                 |                           |                         |                  |                           |                          |                         |                        |                    |                       |                          |                   |                       |           |             |             |            |
| 5                           | 5.1  | Preliminary Utility Coordination            |  |                    |                     | 8                       |                        |                 |                           |                         |                  |                           |                          |                         |                        |                    | 16                    | 0                        | \$                | -                     | \$        | 4,286.33    |             |            |
| 6                           | 6.1  | Pre-Field Activities                        |  |                    |                     |                         |                        |                 |                           |                         |                  |                           |                          |                         |                        |                    |                       | 0                        | \$                | -                     | \$        | 3,535.26    |             |            |
|                             | 6.2  | Field Exploration Program                   |  |                    |                     |                         |                        |                 |                           |                         |                  |                           |                          |                         |                        |                    |                       | 0                        | \$                | -                     | \$        | 671.41      |             |            |
|                             | 6.3  | Laboratory Testing Program                  |  |                    |                     |                         |                        |                 |                           |                         |                  |                           |                          |                         |                        |                    |                       | 0                        | \$                | -                     | \$        |             |             |            |
|                             | 6.4  | Engineering Analysis and Report Preparation |  |                    |                     | 8                       |                        |                 |                           |                         |                  |                           |                          |                         | 4                      |                    | 12                    | \$                       | 624.80            | \$                    | 39,600.58 |             |             |            |
|                             | 6.5  | Aerial Deposited Lead Assessment            |  |                    |                     |                         |                        |                 |                           |                         |                  |                           |                          |                         |                        |                    |                       |                          |                   | \$                    | 9,227.37  |             |             |            |
| 7                           | 7.1  | 65% Roadway Design                          |  |                    |                     |                         |                        |                 | 80                        | 400                     |                  |                           |                          |                         |                        |                    | 480                   | \$                       | 28,736.00         |                       |           | \$5,089.26  |             |            |
|                             | 7.2  | 65% Bridge Design and Detailing             |  |                    |                     | 100                     | 340                    | 60              |                           |                         |                  |                           | 280                      |                         |                        |                    | 780                   | \$                       | 39,720.00         |                       |           |             |             |            |
|                             | 7.3  | Traffic Design                              |  |                    |                     |                         |                        |                 | 8                         | 24                      |                  |                           |                          |                         |                        |                    | 32                    | \$                       | 1,942.40          |                       |           |             |             |            |
|                             | 7.4  | Design Exceptions                           |  |                    |                     | 8                       |                        |                 |                           |                         |                  |                           |                          |                         |                        |                    | 16                    | \$                       | 857.60            |                       |           |             |             |            |
|                             | 7.5  | Roadway Drainage Memo / SWPPP               |  |                    |                     |                         |                        |                 |                           |                         |                  |                           |                          |                         | 28                     |                    | 28                    | \$                       | 1,629.60          |                       |           | \$11,554.98 |             |            |

EXHIBIT B

|                             |      |                         | DHA Staff Hours Detail              |                    |                     |                         |                        |                 |                           |                         |                  |                           |                          | DHA Direct Labor / Task |                        | Subconsultant Fees |                       |                          |                     |                       |
|-----------------------------|------|-------------------------|-------------------------------------|--------------------|---------------------|-------------------------|------------------------|-----------------|---------------------------|-------------------------|------------------|---------------------------|--------------------------|-------------------------|------------------------|--------------------|-----------------------|--------------------------|---------------------|-----------------------|
|                             |      |                         | Project Manager                     | Bridge QC Engineer | Roadway QC Engineer | Bridge Project Engineer | Senior Bridge Engineer | Bridge Engineer | Assistant Bridge Engineer | Senior Roadway Engineer | Roadway Engineer | Environmental Coordinator | Environmental Specialist | Bridge CAD              | Project Administration | DHA Hours          | DHA Direct Labor Cost | Geotechnical Engineering | Landscape & SWPPP   | Environmental Studies |
|                             |      |                         | C. Drake                            | J. Elmendorf       | J. Silva            | M. Burgard              | T. Dubovik             | J. Grant        | L. Minor                  | D. Melis                | K. Li            | J. Hildebrandt            | L. Tisch                 | K. Dresbach             | T. Bautista            |                    |                       | Kleinfelder              | Rick                | Padre                 |
| Initial Hourly Direct Rate: |      |                         | \$85.00                             | \$60.00            | \$83.40             | \$49.00                 | \$65.00                | \$48.10         | \$30.00                   | \$68.20                 | \$58.20          | \$46.00                   | \$33.65                  | \$39.00                 | \$33.50                |                    |                       |                          |                     |                       |
| Phase                       | Task | Scope of Work Task      |                                     |                    |                     |                         |                        |                 |                           |                         |                  |                           |                          |                         |                        |                    |                       |                          |                     |                       |
| 2                           | 8    | 8.1                     | Project Management                  | 60                 |                     |                         | 24                     |                 |                           |                         |                  |                           |                          |                         |                        | 84                 | \$ 6,276.00           |                          |                     |                       |
|                             | 9    | 9.1                     | Preliminary Right-of-Way Assessment |                    |                     |                         |                        |                 |                           |                         |                  |                           |                          |                         |                        | 40                 | \$ 2,328.00           |                          |                     |                       |
|                             |      | 9.2                     | Right-of-Way Exhibits               |                    |                     |                         |                        |                 |                           |                         |                  |                           |                          |                         |                        | 32                 | \$ 1,862.40           |                          |                     |                       |
|                             | 10   | 10.1                    | Utility Conflict Coordination       |                    |                     |                         | 20                     |                 |                           |                         |                  |                           |                          |                         | 40                     | \$ 3,308.00        |                       |                          |                     |                       |
|                             | 11   | 11.1                    | 65% Plan Submittal                  |                    |                     |                         | 8                      |                 |                           |                         |                  |                           |                          | 16                      | 4                      | \$ 1,150.00        |                       | \$7,115.59               |                     |                       |
|                             | 12   | 12.1                    | Bridge Design Check                 |                    |                     |                         |                        |                 | 270                       |                         |                  |                           |                          |                         |                        | 270                | \$ 12,987.00          |                          |                     |                       |
|                             | 13   | 13.1                    | Quality Controls Review             |                    | 60                  | 24                      |                        |                 |                           |                         |                  |                           |                          |                         |                        | 84                 | \$ 5,601.60           |                          |                     |                       |
|                             | 14   | 14.1                    | Draft PS&E (90%)                    |                    |                     |                         | 40                     |                 |                           | 30                      | 140              |                           |                          | 80                      | 4                      | 294                | \$ 15,408.00          |                          |                     |                       |
|                             |      | 14.2                    | Specifications                      |                    |                     |                         | 8                      |                 | 60                        |                         |                  |                           |                          |                         |                        | 68                 | \$ 3,278.00           |                          |                     |                       |
|                             |      | 14.3                    | Engineers Estimate                  |                    |                     |                         |                        |                 | 40                        | 40                      | 40               |                           |                          |                         |                        | 120                | \$ 5,452.00           |                          | \$1,115.22          |                       |
|                             | 15   | 15.1                    | Regulatory Agency Permitting        |                    |                     |                         | 40                     |                 |                           |                         | 8                | 28                        |                          |                         |                        | 76                 | \$ 3,713.60           |                          | \$7,350.00          |                       |
|                             |      | 15.2                    | Coastal Development Permit          |                    |                     |                         |                        |                 |                           |                         |                  | 32                        |                          |                         |                        | 32                 | \$ 1,472.00           |                          | \$2,450.00          |                       |
|                             |      | 15.3                    | Environmental Commitments Record    |                    |                     |                         |                        |                 | 24                        |                         |                  |                           |                          |                         |                        | 24                 | \$ 1,154.40           |                          | \$2,560.00          |                       |
|                             | 16   | 16.1                    | Final PS&E Revisions                |                    |                     |                         | 32                     |                 |                           |                         | 40               |                           |                          | 40                      |                        | 112                | \$ 5,456.00           |                          | \$1,759.28          |                       |
|                             |      | 16.2                    | Final Submittal                     | 4                  |                     |                         | 8                      |                 |                           |                         | 32               |                           |                          | 24                      | 4                      | 72                 | \$ 3,664.40           |                          |                     |                       |
| 17                          | 17.1 | Bid Period Consultation | 32                                  |                    |                     | 32                      |                        |                 |                           |                         |                  |                           |                          |                         | 64                     | \$ 4,288.00        |                       |                          |                     |                       |
| 3                           | 18   | 18.1                    | Design Support During Construction  | 40                 |                     |                         | 40                     | 40              |                           |                         |                  |                           | 40                       |                         | 160                    | \$ 10,288.00       |                       |                          |                     |                       |
| <b>Total Hours/Costs:</b>   |      |                         | <b>342</b>                          | <b>60</b>          | <b>24</b>           | <b>510</b>              | <b>380</b>             | <b>394</b>      | <b>100</b>                | <b>190</b>              | <b>900</b>       | <b>207</b>                | <b>157</b>               | <b>472</b>              | <b>24</b>              | <b>3760</b>        | <b>\$ 205,668.05</b>  | <b>\$ 57,320.95</b>      | <b>\$ 32,728.85</b> | <b>\$ 71,975.27</b>   |

|                                  |                     |                     |                     |
|----------------------------------|---------------------|---------------------|---------------------|
| Subconsultant Other Direct Costs | \$ 4,112.00         | \$ 596.00           | \$ 560.00           |
| 3rd Tier Subconsultants          | \$ 21,100.00        | \$ -                | \$ 21,885.71        |
| <b>Total Subs Cost</b>           | <b>\$ 82,532.95</b> | <b>\$ 33,324.85</b> | <b>\$ 94,420.98</b> |

EXHIBIT B

CALCULATIONS FOR DHA ANTICIPATED SALARY INCREASES

Consultant: Drake Haglan and Associates

Contract No.:300455

Date: June 15, 2015

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

|   |   |                                  |   |                       |  |
|---|---|----------------------------------|---|-----------------------|--|
| Direct Labor<br>Subtotal per Cost<br>Proposal |   | Total Hours per<br>Cost Proposal |   | Avg<br>Hourly<br>Rate | 3 Year<br>Contract For<br>Salary Increase<br>Purposes<br>Year 1 Avg<br>Hourly Rate |
| \$205,668.05                                  | / | 3,760                            | = | \$54.70               |  |

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

|                 |   |                     |   |         |             |
|-----------------|---|---------------------|---|---------|-------------|
| Avg Hourly Rate |   | Proposed Escalation |   |         |             |
| \$54.70         | + | 2%                  | = | \$55.80 | Year 2 Rate |
| \$55.80         | + | 2%                  | = | \$56.92 | Year 3 Rate |

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

|        |                                    |   |                                  |   |                         |                        |
|--------|------------------------------------|---|----------------------------------|---|-------------------------|------------------------|
|        | Estimated % Completed<br>Each Year |   | Total Hours per Cost<br>Proposal |   | Total Hours per<br>Year |                        |
| Year 1 | 30.0%                              | * | 3,760                            | = | 1,128                   | Estimated Hours Year 1 |
| Year 2 | 50.0%                              | * | 3,760                            | = | 1,880                   | Estimated Hours Year 2 |
| Year 3 | 20.0%                              | * | 3,760                            | = | 752                     | Estimated Hours Year 3 |
| Total  | 100%                               |   | Total                            | = | 3,760                   |                        |

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

|        |  |   |                                       |   |                  |                        |
|--------|--|---|---------------------------------------|---|------------------|------------------------|
|        | Avg Hourly Rate<br>(calculated above)              |   | Estimated hours<br>(calculated above) |   | Cost per<br>Year |                        |
| Year 1 | \$54.70  | * | 1,128                                 | = | \$61,701.60      | Estimated Hours Year 1 |
| Year 2 | \$55.80  | * | 1,880                                 | = | \$104,904.00     | Estimated Hours Year 2 |
| Year 3 | \$56.92  | * | 752                                   | = | \$42,803.84      | Estimated Hours Year 3 |
|        | Total Direct Labor Cost with Escalation            |   |                                       | = | \$209,409.44     |                        |
|        | Direct Labor Subtotal before escalation            |   |                                       | = | \$205,668.05     |                        |
|        | Estimated total of Direct Labor Salary<br>Increase |   |                                       | = | \$3,741.39       | Transfer to Page 1     |

NOTES:

- This assumes that the first year will be worked at the rate on the cost proposal before salary increases are applied

San Luis Obispo County  
South Bay Boulevard Bridge

**KLEINFELDER  
CONTRACT SUMMARY**

**CONTRACT No.**  
**CONSULTANT:**

\_\_\_\_\_ KLEINFELDER

**CONSULTANT COST PROPOSAL**

**DIRECT LABOR**

| <b>Name</b>             | <b>Classification</b>         | <b>Hours</b> | <b>Rate</b> | <b>Total</b> |
|-------------------------|-------------------------------|--------------|-------------|--------------|
| Zia Zafir               | Senior Principal Professional | 52           | \$ 69.92    | \$3,635.84   |
| David Pearson/Rich Fink | Senior Principal Professional | 52           | \$ 69.92    | \$3,635.84   |
| Nathan Dahlen           | Senior Professional           | 39           | \$ 53.14    | \$2,072.46   |
| Neva Popenoe            | Project Professional          | 102          | \$ 37.82    | \$3,857.64   |
| Romeo Shiplee           | Project Professional          | 55           | \$ 37.82    | \$2,080.10   |
| Terry Nephew            | Project Professional          | 50           | \$ 37.82    | \$1,891.00   |
| Dean Fahrney            | CADD Operator                 | 26           | \$ 26.46    | \$687.96     |
| Shannon Jones           | Project Administrator         | 23           | \$ 23.29    | \$535.67     |

|                                     |             |
|-------------------------------------|-------------|
| 399                                 |             |
| <b>Subtotal Direct Labor Costs</b>  | \$18,396.51 |
| <b>Anticipated Salary Increases</b> | \$0.00      |

TOTAL - Direct Labor \$18,396.51

**INDIRECT COSTS**

|                          | <b>Rate</b> | <b>Total</b> |
|--------------------------|-------------|--------------|
| Overhead                 | 183.26%     | \$33,713.44  |
| Fringe Benefit           | 0.00%       | \$0.00       |
| General & Administrative | 0.00%       | \$0.00       |
|                          | 183.26%     |              |

TOTAL - Indirect Costs \$33,713.44

**FEE** ( 10.00% )

TOTAL - Fee \$5,211.00

**OTHER DIRECT COSTS**

|                                     | <b>Total</b> |
|-------------------------------------|--------------|
| Travel Costs                        | \$ 672.00    |
| Lab Tests (Soil Testing)            | \$ 2,885.00  |
| Per Diem                            | \$ 480.00    |
| Field Supplies                      | \$ 75.00     |
| Driller                             | \$ 10,800.00 |
| DBE Traffic Control                 | \$ 8,000.00  |
| Outside Lab (Environmental Testing) | \$ 2,300.00  |

TOTAL - Other Direct Costs \$25,212.00

**TOTAL COST** **\$82,532.95**

San Luis Obispo County  
South Bay Boulevard Bridge

**RICK Engineering Company  
CONTRACT SUMMARY**

CONTRACT No. \_\_\_\_\_  
CONSULTANT: RICK Engineering Company

**CONSULTANT COST PROPOSAL**

**DIRECT LABOR**

| Name              | Classification                      | Hours      | Rate     | Total       |
|-------------------|-------------------------------------|------------|----------|-------------|
| Michael Salazar   | Associate Landscape Architect       | 185        | \$ 38.25 | \$7,076.25  |
| Jim Kuhlken       | Principal Landscape Architect       | 15         | \$ 60.10 | \$901.50    |
| Kelly Doyle       | Environmental Project Manager       | 16         | \$ 51.61 | \$825.76    |
| Jayne Janda-Timba | SWPPP Associate                     | 4          | \$ 69.47 | \$277.88    |
| Chelsea Ohanesian | Environmental Specialist            | 40         | \$ 38.51 | \$1,540.40  |
|                   | Drafter                             | 30         | \$ 39.70 | \$1,191.00  |
|                   | PE Manager                          | 3          | \$ 61.53 | \$184.59    |
|                   |                                     | <u>293</u> |          |             |
|                   | <b>Subtotal Direct Labor Costs</b>  |            |          | \$11,997.38 |
|                   | <b>Anticipated Salary Increases</b> |            |          | \$0.00      |

TOTAL - Direct Labor \$11,997.38

**INDIRECT COSTS**

|                          | Rate           | Total       |
|--------------------------|----------------|-------------|
| Overhead                 | 148.00%        | \$17,756.12 |
| Fringe Benefit           | 0.00%          | \$0.00      |
| General & Administrative | 0.00%          | \$0.00      |
|                          | <u>148.00%</u> |             |

TOTAL - Indirect Costs \$17,756.12

**FEE** ( 10.00% )

TOTAL - Fee \$2,975.35

**OTHER DIRECT COSTS**

|                        | Unit Price                        | Est. Quan | Total                             |
|------------------------|-----------------------------------|-----------|-----------------------------------|
| Travel Costs (mileage) | To County and Job Site \$ 0.56 mi | 200       | \$ 112.00                         |
| Printing (Plans 24x36) | Black and White \$ 3.00 ea        | 50        | \$ 150.00                         |
| Printing (Plans 24x36) | Color \$ 12.00 ea                 | 12        | \$ 144.00                         |
| Photocopies (8.5x11)   | Black and White \$ 0.10 ea        | 100       | \$ 10.00                          |
| Photocopies (11x17)    | Color \$ 2.00 ea                  | 25        | \$ 50.00                          |
| Photocopies (11x17)    | Black and White \$ 0.20 ea        | 25        | \$ 5.00                           |
| Overnight Service      | \$ 25.00 ea                       | 5         | \$ 125.00                         |
|                        |                                   |           | <u>TOTAL - Other Direct Costs</u> |
|                        |                                   |           | \$596.00                          |

TOTAL COST \$33,324.85

Subcontractor Costs

\$ -  
\$ -

Total Subconsultants Cost

\$ -

**Total Contract**

**\$33,324.85**

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #1) Page 1 of 2

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS  
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Consultant Padre Associates, Inc. Contract No. BRLS-5949(137) Date March 13, 2015

**DIRECT LABOR**

| Classification/Title | Name            | Hours | Actual Hourly Rate | Total       |
|----------------------|-----------------|-------|--------------------|-------------|
| Principal            | Simon Poulter   | 12    | \$ 59.00           | \$ 708.00   |
| Senior Professional  | Crystahl Taylor | 202   | \$ 47.96           | \$ 9,687.92 |
| Senior Professional  | Thea Benson     | 146   | \$ 47.96           | \$ 7,002.16 |
| Staff Professional   | Chris Santala   | 98    | \$ 35.05           | \$ 3,434.90 |
| Staff Professional   | Jennifer Klaib  | 108   | \$ 35.05           | \$ 3,785.40 |
| Technician           | Kenny Wimer     | 6     | \$ 31.36           | \$ 188.16   |
| Graphics/Drafting    | Kristin Hart    | 56    | \$23.98            | \$ 1,342.88 |
| Word Processing      | Julie Larwood   | 20    | \$ 20.29           | \$ 405.80   |

**LABOR COSTS**

a) Subtotal Direct Labor Costs \$ 26,555.22  
 b) Anticipated Salary Increases (see page 2 for sample) \$ \_\_\_\_\_  
 c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ 26,555.22

**FRINGE BENEFITS**

d) Fringe Benefits (Rate: 28 %) e) **TOTAL FRINGE BENEFITS**  
 [(c) x (d)] \$ 7,435.46

**INDIRECT COSTS**

f) Overhead (Rate: 59.40 %) g) Overhead [(c) x (f)] \$ 15,773.80  
 h) General and Administrative (Rate: 59.00 %) i) Gen & Admin [(c) x (h)] \$ 15,667.58  
 j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ 38,876.84

**FEE (Profit)**

q) (Rate: 10 %) k) **TOTAL FIXED PROFIT [(c) + (j) x (q)]** \$ 6,543.21

**OTHER DIRECT COSTS (ODC)**

| Description   | Unit(s)  | Unit Cost    | Total               |
|---|----------|--------------|---------------------|
| l) Travel/Mileage Costs (supported by consultant actual costs)  | <u>7</u> | \$ <u>80</u> | \$ <u>560.00</u>    |
| m) Equipment Rental and Supplies (itemize)  | _____    | \$ _____     | \$ _____            |
| n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc.   | _____    | \$ _____     | \$ _____            |
| o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant) | _____    | \$ _____     | \$ <u>21,885.71</u> |
| p) <b>TOTAL OTHER DIRECT COSTS [(l) + (m) + (n) + (o)]</b>  |          |              | \$ <u>22,445.71</u> |

**TOTAL COST [(c) + (j) + (k) + (p)]** \$ 94,420.98

**NOTES:**

- Employees subject to prevailing wage requirements to be marked with an \*.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

**EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #1)** Page 1 of 2

**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Consultant: Tintera Environmental Inc. Contract No. \_\_\_\_\_ Date: March 15, 2015

**DIRECT LABOR**

| Classification/Title | Name        | Hours | Actual Hourly Rate | Total       |
|----------------------|-------------|-------|--------------------|-------------|
| Senior Scientist     | Dan Dugan   | 54    | \$ 32.00           | \$ 1,728.00 |
| Scientist            | Gery Cox    | 20    | \$ 28.00           | \$ 560.00   |
| Sr. Data Analyst     | Jim Strampe | 4     | \$ 30.00           | \$ 120.00   |

**LABOR COSTS**

|   |                    |
|---|--------------------|
| a) Subtotal Direct Labor Costs                          | \$ 2,408.00        |
| b) Anticipated Salary Increases (see page 2 for sample) | \$ 0.00            |
| <b>c) TOTAL DIRECT LABOR COSTS [(a) + (b)]</b>          | <b>\$ 2,408.00</b> |

**FRINGE BENEFITS**

|                                |                                 |
|--------------------------------|---------------------------------|
| d) Fringe Benefits (Rate: 30%) | e) <b>TOTAL FRINGE BENEFITS</b> |
|                                | [(c) x (d)]                     |
|                                | <b>\$ 722.40</b>                |

**INDIRECT COSTS**

|  |  |                    |
|--|--|--------------------|
| f) Overhead (Rate: 115.00%)                  | g) Overhead [(c) x (f)]                          | \$ 2,769.20        |
| h) General and Administrative (Rate: 99.00%) | i) Gen & Admin [(c) x (h)]                       | \$ 2,383.92        |
|  | <b>j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]</b> | <b>\$ 5,875.52</b> |

**FEE (Profit)**

|                |   |                  |
|----------------|---|------------------|
| q) (Rate: 10%) | <b>k) TOTAL FIXED PROFIT [(c) + (j)] x (q)]</b> | <b>\$ 828.35</b> |
|----------------|---|------------------|

**OTHER DIRECT COSTS (ODC)**

| Description   | Unit(s)  | Unit Cost | Total            |
|---|--|-----------|------------------|
| l) Travel/Mileage Costs (supported by consultant actual costs)  | 4  | \$67.50   | \$270.00         |
| m) Equipment Rental and Supplies (itemize)  | 2  | \$ _____  | \$510.00         |
| n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc.   | _____  | \$ _____  | \$ _____         |
| o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant) | _____  | \$ _____  | \$ _____         |
|   | <b>p) TOTAL OTHER DIRECT COSTS [(l) + (m) + (n) + (o)]</b> |           | <b>\$ 780.00</b> |

**TOTAL COST [(c) + (j) + (k) + (p)]** **\$ 9,891.87**

**NOTES:**

- Employees subject to prevailing wage requirements to be marked with an \*.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

EXHIBIT B

EXHIBIT 10-11  
Cost Proposal

**COST PROPOSAL (SUBCONSULTANT)**

5/7/2014

Subconsultant Garcia and Associates Contract No. South Bay Blvd. Bridge Replacement, Los Osos

**DIRECT LABOR**

| Classification/Title           | Name             | Hours | Actual Hourly Rate | Total      |
|--------------------------------|------------------|-------|--------------------|------------|
| Principal                      | John Garcia      | 1     | \$100.00           | \$100.00   |
| Principal/Sr. Contracts Admin. | Carole Garcia    | 1     | \$74.50            | \$74.50    |
| Proj Mgr III/Sr Archaeologist  | Carole Denardo   | 28    | \$50.91            | \$1,425.48 |
| Staff Sci II/Archaeologist     | Andrew Nicchitta | 0     | \$23.46            | \$0.00     |
| Staff Sci III/Archaeologist    | Debra Hargett    | 108   | \$23.00            | \$2,484.00 |
| Graphics Supervisor            | Rad Smith        | 2.5   | \$27.60            | \$69.00    |
| GIS Specialist                 | Karen Klinger    | 4     | \$26.14            | \$104.56   |
| Sr. Technical Editor           | Jamie Potenberg  | 4     | \$27.50            | \$110.00   |
| Contract Analyst               | James Glik       | 1     | \$35.63            | \$35.63    |
| Project Accountant             | Eric Luna        | 1     | \$28.79            | \$28.79    |
|                                |                  |       |                    |            |

**LABOR COSTS**

|  |             |
|--|-------------|
| a) Subtotal Direct Labor Costs                             | \$ 4,431.96 |
| b) Anticipated Salary Increases                            | \$ -        |
| <b>c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 4,431.96</b> |             |

**FRINGE BENEFITS**

|                                       |  |
|---------------------------------------|--|
| d) Fringe Benefits (Rate: <u>0</u> %) | <b>e) TOTAL FRINGE BENEFITS [(c) x (d)] \$ -</b> |
|---------------------------------------|--|

**INDIRECT COSTS**

|  |                                     |
|--|-------------------------------------|
| f) Overhead (Rate: <u>119.4</u> %)                     | g) Overhead [(c) x (f)] \$ 5,291.76 |
| h) General and Administrative (Rate: <u>0</u> %)       | i) Gen & Admin [(c) x (h)] \$ -     |
| <b>j) TOTAL INDIRECT COSTS [(g) + (i)] \$ 5,291.76</b> |                                     |

**FIXED FEE (Profit)**

|                        |  |
|------------------------|--|
| q) (Rate: <u>10</u> %) | <b>k) TOTAL PROFIT [(c) + (e) + (j)] x (q) \$ 972.37</b> |
|------------------------|--|

**OTHER DIRECT COSTS (ODCs)**

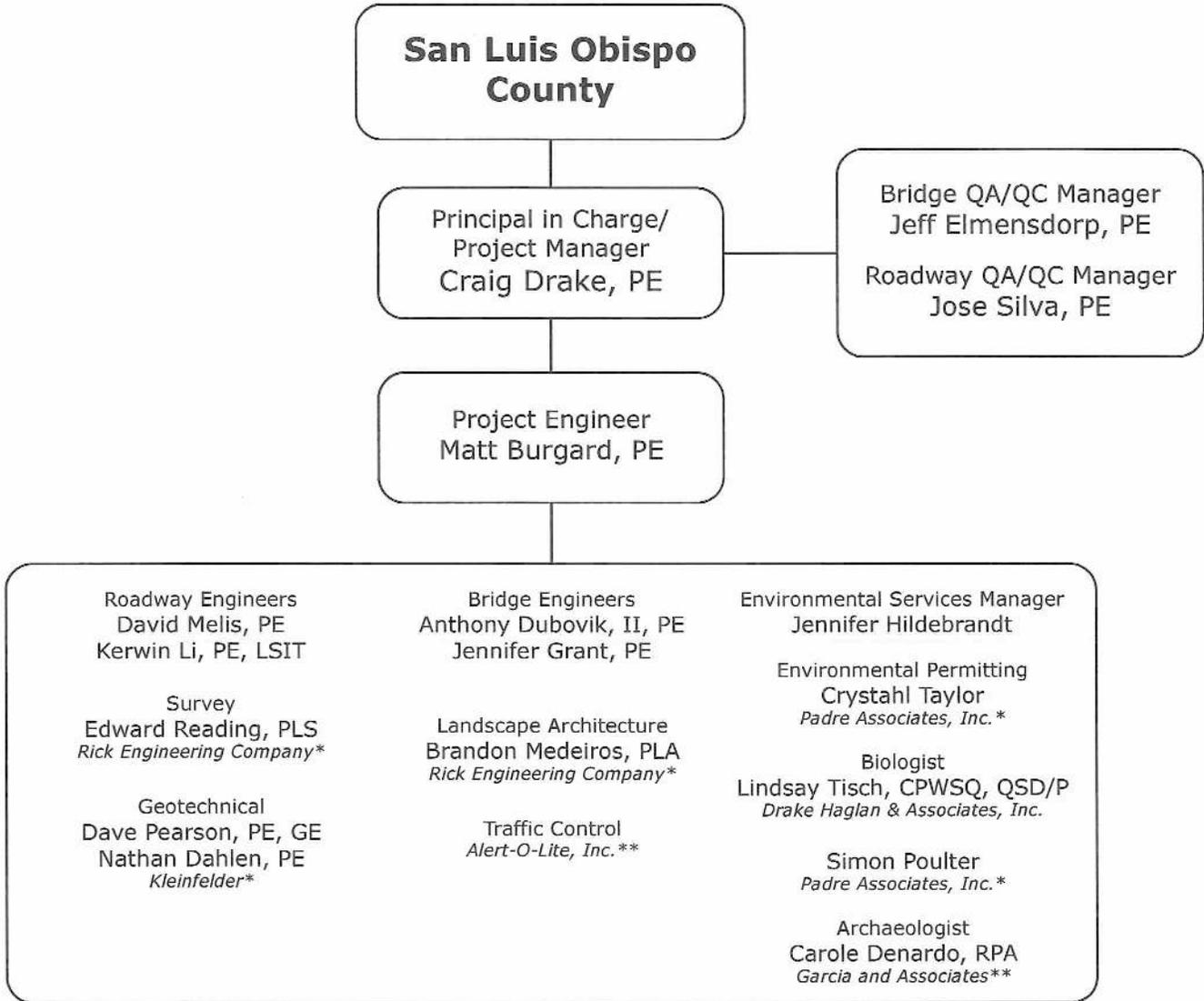
|   |             |
|---|-------------|
| l) Travel/Mileage Costs (supported by consultant actual costs)  | \$ 100.00   |
| m) Equipment Rental and Supplies  | \$ 1,197.75 |
| n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), ec.  | \$ -        |
| o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant) | \$ -        |
| <b>p) TOTAL OTHER DIRECT COSTS [(l) + (m) + (n) + (o)] \$ 1,297.75</b>  |             |

**TOTAL COST [(c) + (e) + (j) + (k) + (p)] \$ 11,993.84**

**NOTES:**

- \* Employees subject to prevailing wage requirements to be marked with an \*
- \* ODC items should be based on actual costs and supported by historical data and other documentation.
- \* ODC items that would be considered "tools of the trade" are not reimbursable.
- \* ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- \* ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

EXHIBIT C  
 ORGANIZATIONAL CHART



\*Subconsultant  
 \*\*DBE Subconsultant

**EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL  
MANAGEMENT SYSTEM**

*(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of  
DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at  
[http://www.dot.ca.gov/hq/LocalPrograms/DLA\\_OB/DLA\\_OB.htm](http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm) in lieu of this form.)*

**Certification of Final Indirect Costs:**Consultant Firm Name: KleinfelderIndirect Cost Rate: 183.26% \* for fiscal period 04/01/2012 to 03/31/2013 (mm/dd/yyyy to mm/dd/yyyy)

\*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: County of San Luis ObispoContract Number: \_\_\_\_\_ Project Number: BRLS-5949(137)

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

**Certification of Financial Management System:**

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

**Certification of Dollar Amount for all A&E Contracts:**

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$5,000,000.00 and the number of states in which the firm does business is 50.

**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 reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

Consultant Certification of Contract Costs and Financial Management System

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

**Third Tier Subconsultants (if applicable)**

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ 0

**Subconsultant (if applicable)**

Proposed Total Contract Amount (or amount not to exceed if on-call contract): \$ \$82,532.95

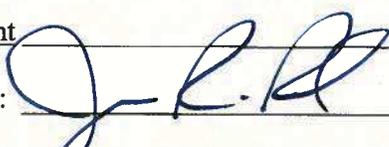
Subconsultant, list all third tier subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

|       |             |
|-------|-------------|
| _____ | \$ <u>0</u> |
| _____ | \$ <u>0</u> |
| _____ | \$ <u>0</u> |
| _____ | \$ _____    |
| _____ | \$ _____    |

Consultant Certifying (Print Name and Title):

Name: Jason Paul

Title: Area Manager, Vice President

Consultant Certification Signature \*\*: 

Date of Certification (mm/dd/yyyy): 3/31/2015

Consultant Contact Information:

Email: jpaul@kleinfelder.com

Phone number: (559) 486-0750

**\*\*An individual executive or financial officer of the consultant’s organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.**

Note: *Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.*

**Distribution:** 1) Original to Caltrans Audits and Investigations  
2) Retained in Local Agency Project Files

**EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL  
MANAGEMENT SYSTEM**

*(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of  
DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at  
[http://www.dot.ca.gov/hq/LocalPrograms/DLA\\_OB/DLA\\_OB.htm](http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm) in lieu of this form.)*

**Certification of Final Indirect Costs:**

Consultant Firm Name: Kleinfelder

Indirect Cost Rate: 183.26% \* for fiscal period 04/01/2012 to 03/31/2013 (mm/dd/yyyy to mm/dd/yyyy)

\*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: County of San Luis Obispo

Contract Number: 300445 Project Number: BRLS-5949(137)

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

**Certification of Financial Management System:**

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

**Certification of Dollar Amount for all A&E Contracts:**

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$5,000,000.00 and the number of states in which the firm does business is 50.

**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 reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

Consultant Certification of Contract Costs and Financial Management System

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Third Tier Subconsultants (if applicable)

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ 21,100.00

Subconsultant (if applicable)

Proposed Total Contract Amount (or amount not to exceed if on-call contract): \$ 82,532.95

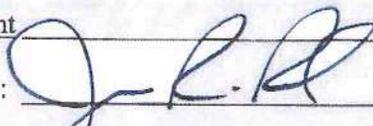
Subconsultant, list all third tier subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

|                       |              |
|-----------------------|--------------|
| Technicon Engineering | \$ 10,800.00 |
| Alert-O-Lite          | \$ 8,000.00  |
| Laboratory            | \$ 2,300.00  |
|                       | \$           |
|                       | \$           |

Consultant Certifying (Print Name and Title):

Name: Jason Paul

Title: Area Manager, Vice President

Consultant Certification Signature \*\*: 

Date of Certification (mm/dd/yyyy): 3/31/2015

Consultant Contact Information:

Email: jpaul@kleinfelder.com

Phone number: (559) 486-0750

\*\*An individual executive or financial officer of the consultant's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

Distribution: 1) Original to Caltrans Audits and Investigations  
2) Retained in Local Agency Project Files

**EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL  
MANAGEMENT SYSTEM**

*(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of  
DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at  
[http://www.dot.ca.gov/hq/LocalPrograms/DLA\\_OB/DLA\\_OB.htm](http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm) in lieu of this form.)*

**Certification of Final Indirect Costs:**

Consultant Firm Name: Rick Engineering Company

Indirect Cost Rate: 148 % \* for fiscal period 1/1/2013-12/31/2013 (mm/dd/yyyy to mm/dd/yyyy)

\*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: County of San Luis Obispo

Contract Number: 300445 Project Number: BRLS-5949(137)

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

**Certification of Financial Management System:**

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

**Certification of Dollar Amount for all A&E Contracts:**

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ 15,000,000 + and the number of states in which the firm does business is 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 reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

**Subconsultants (if applicable)**

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ 33,324.85

**Prime Consultants (if applicable)**

Proposed Total Contract Amount (or amount not to exceed if on-call contract): \$ \_\_\_\_\_

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

|       |          |
|-------|----------|
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |

Consultant Certifying (Print Name and Title):

Name: Kai E. Ramer

Title: Vice President

Consultant Certification Signature \*\*: 

Date of Certification (mm/dd/yyyy): 3/16/2015

Consultant Contact Information:

Email: kramer@rickengineering.com

Phone number: (619) 291-0707

\*\*An individual executive or financial officer of the consultant’s organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

Distribution: 1) Original to Caltrans Audits and Investigations  
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**EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL  
MANAGEMENT SYSTEM**

*(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of  
DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at  
[http://www.dot.ca.gov/hq/LocalPrograms/DLA\\_OB/DLA\\_OB.htm](http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm) in lieu of this form.)*

**Certification of Final Indirect Costs:**

Consultant Firm Name: Padre Associates, Inc.

Indirect Cost Rate: 146.40% \* for fiscal period 01/01/2014-12/31/2014 (mm/dd/yyyy to mm/dd/yyyy)

\*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: San Luis Obispo County

Contract Number: 300445 Project Number: BRLS-5949(137)

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

**Certification of Financial Management System:**

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

**Certification of Dollar Amount for all A&E Contracts:**

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ 500,000 and the number of states in which the firm does business is 1.

**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 reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:



**EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL  
MANAGEMENT SYSTEM**

*(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of  
DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at  
[http://www.dot.ca.gov/hq/LocalPrograms/DLA\\_OB/DLA\\_OB.htm](http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm) in lieu of this form.)*

**Certification of Final Indirect Costs:**

Consultant Firm Name: Tenera Environmental Inc.

Indirect Cost Rate: 244% \* for fiscal period 01/01/2014 to 12/31/2014)

\*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: San Luis Obispo County

Contract Number: 300445 Project Number: BRLS-5949(137)

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

**Certification of Financial Management System:**

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

**Certification of Dollar Amount for all A&E Contracts:**

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$1,562,000.00 and the number of states in which the firm does business is four (4) plus one (1) unincorporated territory.

**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 reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

**Subconsultants (if applicable)**

Proposed Contract Amount (or amount not to exceed if on-call contract): **\$ 9,891.87**

**Prime Consultants (if applicable)**

Proposed **Total** Contract Amount (or amount not to exceed if on-call contract): \$ \_\_\_\_\_

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

|       |          |
|-------|----------|
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |

Consultant Certifying (Print Name and Title):

Name: **John Steinbeck**

Title: **Vice President, Tenera Environmental Inc.**

Consultant Certification Signature \*\*: \_\_\_\_\_ 

Date of Certification (mm/dd/yyyy): 4/17/2015

Consultant Contact Information:

Email: **jsteinbeck@tenera.com**

Phone number: **(805) 541-0310**

\*\*An individual executive or financial officer of the consultant’s organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

Distribution: 1) Original to Caltrans Audits and Investigations  
2) Retained in Local Agency Project Files

**EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL  
MANAGEMENT SYSTEM**

*(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of  
DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at  
[http://www.dot.ca.gov/hq/LocalPrograms/DLA\\_OB/DLA\\_OB.htm](http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm) in lieu of this form.)*

**Certification of Final Indirect Costs:**

Consultant Firm Name: Garcia and Associates

Indirect Cost Rate: 119.4% \* for fiscal period 01/01/2013 – 12/31/2013

\*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: San Luis Obispo County

Contract Number: \_\_\_\_\_ Project Number: BRLS-5949(137)

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

**Certification of Financial Management System:**

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

**Certification of Dollar Amount for all A&E Contracts:**

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$6.3 million and the number of states in which the firm does business is three.

**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 reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).

Consultant Certification of Contract Costs and Financial Management System

- 2. Compliant with the terms of the contract and is incurred specifically for the contract.
- 3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

**Subconsultants (if applicable)**

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ 11,993.84

**Prime Consultants (if applicable)**

Proposed Total Contract Amount (or amount not to exceed if on-call contract): \$ \_\_\_\_\_

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

|       |          |
|-------|----------|
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |

Consultant Certifying (Print Name and Title):

Name: Pat Moyer

Title: Controller

Consultant Certification Signature \*\*: 

Date of Certification (mm/dd/yyyy): 04/02/2015

Consultant Contact Information:

Email: pmoyer@garciaandassociates.com

Phone number: (415) 458-5803, x28

\*\*An individual executive or financial officer of the consultant’s organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31, 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

- Distribution:
- 1) Original to Caltrans Audits and Investigations
  - 2) Retained in Local Agency Project Files

**EXHIBIT 10-01: LOCAL AGENCY CONSULTANT DBE COMMITMENT**

(Inclusive of all DBEs at time of proposal)

NOTE: Please refer to instructions on the reverse side of this form.

| Consultant to Complete this Section   |   |  |          |
|---|---|--|----------|
| 1. Local Agency Name: <u>County of San Luis Obispo Public Works Department</u>  |   |  |          |
| 2. Project Location: <u>Two miles south of State Route 1 near the community of Los Osos</u>                             |   |  |          |
| 3. Project Description: <u>Professional services for the South Bay Blvd Bridge over Los Osos Creek</u>                  |   |  |          |
| 4. Consultant Name: <u>Drake Haglan &amp; Associates</u>  |   |  |          |
| 5. Contract DBE Goal %: <u>1%</u>   |   |  |          |
| DBE Commitment Information  |   |  |          |
| 6. Description of Services to be Provided   | 7. DBE Firm Contact Information   | 8. DBE Cert. Number                                | 9. DBE % |
| Traffic Control   | Alert-O-Lite (559) 486-4570<br>P.O. Box 12224<br>Fresno, CA 93777                   | 16345  | > 1%     |
| Cultural Resources  | Garcia & Associates<br>1 Saunders Avenue<br>San Anselmo, CA 94960<br>(415) 458-5803 | 25482  | > 1%     |
| <b>Local Agency to Complete this Section</b>  |   | 10. Total % Claimed                                | > 1 %    |
| 16. Local Agency Contract Number: <u>300445</u>   |   |  |          |
| 17. Federal-aid Project Number: <u>15R25-5949(137)</u>  |   |  |          |
| 18. Proposed Contract Execution Date: <u>July 2015</u>  |   |  |          |
| Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate: |   | <u>C.C. Drake</u>                                  |          |
| 19. Local Agency Representative Name (Print): <u>Cori Marsalek</u>  |   | 11. Preparer's Signature                           |          |
| 20. Local Agency Representative Signature: <u>[Signature]</u>   |   | 12. Preparer's Name (Print): <u>Craig C. Drake</u> |          |
| 21. Date: <u>6/16/15</u>  |   | 13. Preparer's Title: <u>Project Manager</u>       |          |
| 22. Local Agency Representative Title: <u>Project Manager</u>   |   | 14. Date: <u>05/22/14</u>                          |          |
| 23. (Area Code) Tel. No.: <u>805-781-4995</u>   |   | 15. (Area Code) Tel. No.: <u>(916) 363-4210</u>    |          |

Distribution: (1) Original – Submit with Award Package  
(2) Copy – Local Agency files

**EXHIBIT 10-O2 CONSULTANT CONTRACT DBE INFORMATION**

(Inclusive of all DBEs listed at contract award. Refer to instructions on the reverse side of this form)

| Consultant to Complete this Section   |   |   |                       |
|---|---|---|-----------------------|
| 1. Local Agency Name: <u>County of San Luis Obispo Public Works Department</u>  |   |   |                       |
| 2. Project Location: <u>Two miles south of State Route 1 near the community of Los Osos</u>                             |   |   |                       |
| 3. Project Description: <u>Professional services for the South Bay Blvd Bridge over Los Osos Creek</u>                  |   |   |                       |
| 4. Total Contract Award Amount: \$ <u>795,355</u>   |   |   |                       |
| 5. Consultant Name: <u>Drake Haglan and Associates</u>  |   |   |                       |
| 6. Contract DBE Goal %: <u>1.0%</u>   |   |   |                       |
| 7. Total Dollar Amount for all Subconsultants: \$ <u>210,279</u>  |   |   |                       |
| 8. Total Number of all Subconsultants: <u>3 direct subs, 5 additional third tier subs</u>                               |   |   |                       |
| Award DBE/DBE Information   |   |   |                       |
| 9. Description of Services to be Provided   | 10. DBE/DBE Firm Contact Information  | 11. DBE Cert. Number  | 12. DBE Dollar Amount |
| Traffic Control   | Alert-O-Lite (559) 486-4570<br>P.O. Box 12224<br>Fresno CA 93777                | 16345   | \$ 8,000              |
| Cultural Resources  | Garcia & Associates (415) 458-5803<br>1 Saunders Avenue<br>San Anselmo CA 94960 | 25482   | \$ 11,994             |
| Local Agency to Complete this Section   |   | 13. Total Dollars Claimed: \$ <u>19,994</u><br><br>14. Total % Claimed: <u>2.5%</u>   |                       |
| 20. Local Agency Contract Number: <u>300445</u>   |   |   |                       |
| 21. Federal-aid Project Number: <u>BRLS-5949(137)</u>   |   |   |                       |
| 22. Contract Execution Date: <u>July 2015</u>   |   |   |                       |
| Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate: |   |   |                       |
| 23. Local Agency Representative Name (Print): <u>Cori Marsalek</u>  |   | 15. Preparer's Signature: <u>Craig C. Drake</u><br>Craig Drake<br>16. Preparer's Name (Print): <u>Project Manager</u><br>17. Preparer's Title: <u>Project Manager</u><br>18. Date: <u>6/17/15</u> 19. (Area Code) Tel. No.: <u>(916) 363-4210</u> |                       |
| 24. Local Agency Representative Signature: <u>[Signature]</u>   |   |   |                       |
| 25. Date: <u>6/18/15</u>  |   |   |                       |
| 26. Local Agency Representative Title: <u>Project Manager</u>   |   |   |                       |
| 27. (Area Code) Tel. No.: <u>805-781-4995</u>   |   |   |                       |
| Caltrans to Complete this Section   |   |   |                       |
| Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:         |   |   |                       |
| 28. DLAE Name (Print): _____  | 29. DLAE Signature: _____   | 30. Date: _____   |                       |

**Distribution:** (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.  
 (2) Copy – Include in award package sent to Caltrans DLAE  
 (3) Original – Local agency files