

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CORNERSTONE
STRUCTURAL ENGINEERING GROUP**

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EXHIBITS AND ATTACHMENTS

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A – Services

Exhibit B - Payments and Rates

Exhibit C - Consultant Performance Evaluation (LAPM Exhibit 10-S)

Exhibit D - Consultant Contract DBE Commitment (LAPM Exhibit 10-O2)

Exhibit E - Final Report-Utilization of Disadvantaged business Enterprises and First Tier Subcontractors (LAPM Exhibit 17-F)

Exhibit F - Disclosure of Lobbying Activities (LAPM Exhibit 10-Q Standard Form LLL)

Attachment I-504 Compliance

Attachment IP-Intellectual Property

ARTICLE I INTRODUCTION

This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:

Cornerstone Structural Engineering Group

Incorporated in the State of California

The Project Manager for the "CONSULTANT" will be Mark Weaver

The name of the "LOCAL AGENCY" is as follows:

County of San Mateo

The Contract Administrator for LOCAL AGENCY will be Alan Velasquez

This Agreement is entered into this 11th day of February, 2020.

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Consultant be retained for the purpose of design engineering and environmental permitting services for the proposed maintenance of nine (9) County bridges.

- B. This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated (October 15, 2019). The approved CONSULTANT's Cost Proposal is attached hereto (Exhibit B) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.
- C. Consultant shall indemnify and save harmless the County, its officers, agents, employees and servants from all claims, suits, or actions of every name, kind, and description, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant in the performance of any work of Consultant, or payments made, pursuant to this Agreement, brought for or on account of:
- (a) injuries to or death of any person, including Consultant, or
 - (b) damage to any property of any kind whatsoever and to whomsoever belonging, or

- (c) any other loss or cost.

The duty of Consultant to indemnify and save harmless as set forth by this section includes the duty to defend as set forth in section 2778 of the California Civil Code, provided however that, as set forth in section 2782.8(a) of the California Civil Code, Consultant's duty to defend shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant in the performance of any work of Consultant, or payments made, pursuant to this Agreement.

- D. Consultant agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Consultant nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.
- E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.
- F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.
- G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the Local AGENCY. However, claims for money due or which become due to CONSULTANT from County under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.
- H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
- I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the LOCAL AGENCY'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 LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

ARTICLE III STATEMENT OF WORK

- A. Services to be performed by Consultant
In consideration of the payments set forth in this Agreement and in Exhibit B, Consultant shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

ARTICLE IV PERFORMANCE PERIOD

- A. This AGREEMENT shall go into effect on February 11, 2020, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on February 10, 2023, unless extended by AGREEMENT amendment.
- B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY 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 AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.
- B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.
- C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of \$64,585.64. The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.
- D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

- E. 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 Contract Administrator before exceeding such cost estimate.
- F. 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 Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable.
- G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT. Consultant is not entitled to payment for work not performed as required by this agreement.
- H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) 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 AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

ALAN VELASQUEZ
COUNTY OF SAN MATEO
DEPARTMENT OF PUBLIC WORKS
555 COUNTY CENTER, 5TH FLOOR
REDWOOD CITY, CA. 94063

- I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed \$750,088.
- J. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by LOCAL AGENCY's Contract Administrator.
- K. 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.
- L. In the event that the County makes any advance payments, Consultant agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration.

ARTICLE VI TERMINATION

- A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return

receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not. At the end of this Agreement, or in the event of termination all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as “contract materials”) prepared by Consultant under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Consultant may make and retain a copy of such contract materials if permitted by law.

- B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination provided for in subsection A of this section.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by County by virtue of any breach of this AGREEMENT by CONSULTANT, and County may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due County from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT, except as provided in Section 11C. Subject to availability of funding, Consultant shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Consultant as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Consultant notice of the alleged breach. Consultant shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Consultant fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'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 LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations.

In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY 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 AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by Caltrans Audits and Investigation (A&I). Caltrans A&I, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
1. During Caltrans A&I's review of the ICR audit work papers created by the CONSULTANT's independent CPA, Caltrans A&I will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans A&I identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by A&I.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If Caltrans A&I is unable to issue a cognizant letter per paragraph E.1. above, Caltrans A&I may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans A&I will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if Caltrans A&I is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) Caltrans A&I accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) Caltrans A&I has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.
- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.
- C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.
- E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$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 approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by LOCAL AGENCY'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 with funds provided under the terms of this AGREEMENT is subject to the following:
 - 1. 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 five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY 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 LOCAL AGENCY procedures; and credit LOCAL AGENCY 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 LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.
 - 2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (http://www.dot.ca.gov/hq/construc/LaborCompliance/documents/District-Region_Map_Construction_7-8-15.pdf). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov>.

D. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representative's at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
 - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.
3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

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

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

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
 - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.

- c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
 6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

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

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.
- C. The 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 AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

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

- A. The 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 the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
 - C. The 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 subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records,

accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.

- E. 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.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.
- I. Compliance with County's Equal Benefits Ordinance - Consultant shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Consultant's employee is of the same or opposite sex as the employee.
- J. Equal Employment Opportunity - Consultant shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Consultant's equal employment policies shall be made available to County upon request.
- K. Section 504 of the Rehabilitation Act of 1973 - Consultant shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to Consultants who are providing services to members of the public under this Agreement.
- L. Discrimination Against Individuals with Disabilities - The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Consultant and any subconsultant shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime Consultant]and subconsultants to employ and advance in employment qualified individuals with disabilities.
- M. Reporting; Violation of Non-discrimination Provisions - Consultant shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of

discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Consultant that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination). Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Consultant to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Consultant from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Consultant under this Agreement or any other agreement between Consultant and County.

- N. Compliance with Living Wage Ordinance - As required by Chapter 2.88 of the San Mateo County Ordinance Code, Consultant certifies all consultant(s) and subconsultant(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subconsultant as required under the Ordinance.
- O. Consultant shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Consultant shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Consultant, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Consultant or that the Consultant may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Consultant certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Consultant has no employees in San Mateo County, it is sufficient for Consultant to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Consultant certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Consultant shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Consultant acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

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

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTs who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.
- B. The goal for DBE participation for this AGREEMENT is 10 %. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in [Exhibit 10-O2: Consultant Contract DBE Commitment](#) attached hereto and incorporated as part of the AGREEMENT. If a DBE 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. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: *DBE Information – Good Faith Efforts* to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.
- D. DBEs and other small businesses, as defined in 49 CFR Part 26 are encouraged to participate in the performance of AGREEMENTs financed in whole or in part with federal funds. The LOCAL AGENCY, CONSULTANT or subconsultant shall not discriminate on the basis of race, color,

national origin, or sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LOCAL AGENCY deems appropriate, which may include, but is not limited to:

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

- E. A DBE firm may be terminated only with prior written approval from LOCAL AGENCY and only for the reasons specified in 49 CFR §26.53(f). Prior to requesting LOCAL AGENCY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR §26.53(f). 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.
- F. Consultant shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of Consultant) pursuant to prior written authorization of the LOCAL AGENCY's Contract Administrator.
- G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. 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 AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.
- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. 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 CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

- K. Upon completion of the AGREEMENT, a summary of these records shall be prepared and submitted on the form entitled, [Exhibit 17-F: 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 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 Contract Administrator.
- L. If a DBE subconsultant is decertified during the life of the AGREEMENT, 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 AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.
- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XIX INSURANCE

a. General Requirements

Consultant shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Consultant shall use diligence to obtain such insurance and to obtain such approval. Consultant shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Consultant's coverage to include the contractual liability assumed by Consultant pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Consultant shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Consultant certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Consultant shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Consultant and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Consultant's operations under this Agreement, whether such operations be by Consultant, any subconsultant, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability... \$1,000,000
- (b) Motor Vehicle Liability Insurance... \$1,000,000
- (c) Professional Liability..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

ARTICLE XX FUNDING REQUIREMENTS

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

ARTICLE XXI CHANGE IN TERMS

- A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XXII CONTINGENT FEE

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

ARTICLE XXIII DISPUTES

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

ARTICLE XXIV INSPECTION OF WORK

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

ARTICLE XXV SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

ARTICLE XXVI OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of County, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, County shall be entitled to, and CONSULTANT shall deliver to County, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may

have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to County which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by County.

- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of County without restriction or limitation upon its use or dissemination by County.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by County for another project or project location shall be at County's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

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

ARTICLE XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made

available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.

- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. All information related to the construction estimate is confidential and shall not be disclosed by CONSULTANT to any entity, other than LOCAL AGENCY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of County or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, County has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, County's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

ARTICLE XXX EVALUATION OF CONSULTANT

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

ARTICLE XXXI RETENTION OF FUNDS

No retainage will be withheld by LOCAL AGENCY 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 Business and Professions Code §7108.5. 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 CONSULTANT and subconsultants.

ARTICLE XXXII NOTIFICATION

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Gilles Tourel, P.E.
Address: County of San Mateo
Department of Public Works
555 County Center, 5th Floor
Redwood City, CA 94063
Telephone: (650) 363-4100
Facsimile: (650) 361-8220
Email: gtourel@smcgov.org

In the case of Consultant, to:

Name/Title: Todd M. Goolkasian, S.E./President
Address: Cornerstone Structural Engineering Group, Inc.
986 W. Alluvial Ave., Suite 201
Fresno, CA 93711
Telephone: (559) 320-3200
Facsimile: (559) 320-3201
Email: tgoolkasian@cseg.com

ARTICLE XXXIII ELECTRONIC SIGNATURE

Both County and Consultant wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit

electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

ARTICLE XXXIV PAYMENT OF PERMITS/LICENSES

Consultant bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Consultant's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

ARTICLE XXXV HOLD HARMLESS – INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement. Consultant warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Consultant shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Consultant's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Consultant promptly in writing of any notice of any such third-party claim; (b) County cooperates with Consultant, at Consultant's expense, in all reasonable respects in connection with the investigation and defense of any such third party claim; (c) Consultant retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Consultant shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Consultant's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Consultant shall, at Consultant's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent. Notwithstanding anything in this Section to the contrary, Consultant will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Consultant) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement. The duty of Consultant to indemnify and save

harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

ARTICLE XXXVI COMPLIANCE WITH LAWS

All services to be performed by Consultant pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H(if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Consultant will timely and accurately complete, sign, and submit all necessary documentation of compliance.

ARTICLE XXXVII CONTRACT

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

ARTICLE XXXVIII SIGNATURES

For Consultant:

Cornerstone Structural Engineering Group



01/23/2020

Todd M. Goolkasian, SE

Consultant Signature

Date

Consultant Name (please print)

For County:

By: _____

President, Board of Supervisors,
San Mateo County

Date: _____

ATTEST:

By: _____

Clerk of Said Board

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

EXHIBIT A **SCOPE OF WORK**

County of San Mateo Department of Public Works ENGINEERING AND ENVIRONMENTAL PERMITTING SERVICES FOR THE BRIDGE PREVENTATIVE MAINTENANCE PROJECT – PHASE II

Revised October 15, 2019

The following scope of work has been developed based upon our understanding of the project and the September 25, 2019 negotiation meeting with the County of San Mateo. This detailed scope of work has been developed assuming the general bridge preventative maintenance work summarized in the table below:

Caltrans Bridge Number	Preventative Maintenance Work
35C0052	<ul style="list-style-type: none"> • Concrete Backfill under Footings • Repair AC at Approaches • Methacrylate Bridge Deck • Rock Slope Protection
35C0053	<ul style="list-style-type: none"> • Place Polyester Concrete Overlay and Conform Roadway Approaches • Patch Areas of Concrete with Exposed Rebar
35C0054	<ul style="list-style-type: none"> • Encasement of Corroded Portions of Metal Plate Arch with Concrete
35C0056	<ul style="list-style-type: none"> • Encasement of Corroded Portions of Metal Plate Arch with Concrete • New Drainage Inlet and Outfall • Concrete Backfill under Footings • Rock Slope Protection
35C0064	<ul style="list-style-type: none"> • New Drainage Inlet and Outfall • Structural Analysis to Determine Cause of Diagonal Cracking in Girders
35C0118	<ul style="list-style-type: none"> • Methacrylate Bridge Deck • Rock Slope Protection • Repair AC at Approaches
35C0119	<ul style="list-style-type: none"> • Polyester Concrete Overlay and Conform Roadway Approaches • Reconstruct Joints and Replace Joint Seals
35C0186	<ul style="list-style-type: none"> • Encasement of Corroded Portions of Metal Plate Arch with Concrete • Rock Slope Protection
35C0187	<ul style="list-style-type: none"> • Slipline Arch Culvert with New Metal Plate Arch

TASK 1 PRELIMINARY WORK

1.1 Project Work Plan (CSEG)

CONSULTANT will prepare a project delivery schedule in Microsoft Project that includes the major project tasks and milestones to be completed, anticipated durations for the listed tasks, anticipated agency and stakeholder review times, and that identifies the project critical path. A baseline project delivery schedule will be provided to the County after the kick-off meeting. Consultant will adjust and update the project schedule as necessary during the duration of the project and provide updates to the County.

Deliverables:

- Project Delivery Baseline Schedule

1.2 Gather Background Data (CSEG, BKF, WRECO)

CONSULTANT will review available data, including previous studies, provided by the County. Key information to review will be the available hydrologic and hydraulic data for the various creeks, topographic survey, available cross-sections, County and Caltrans Bridge Inspection Reports (BIR), as-built data, published geological and seismological studies, and maintenance records for the nine (9) bridges.

1.2.1 Site Surveys (BKF)

The vertical datum for the project will be NAVD 88 (North American Vertical Datum of 1988). The horizontal control for this project will be on NAD 83 (North American Datum of 1983). Monuments will be placed at each bridge location per County Surveyor's requirements. A monumentation drawing will be provided that shows all the monuments and relationship to the bridges. Additionally, the bridges listed below will require detailed topographic information. BKF will gather sufficient ground elevation data in the bottom of the creek under the bridges and along the bridge embankments, the bridge soffit and surface asphalt and concrete on the bridge and connecting road surfaces based on the anticipated improvements currently identified.

1. La Honda Creek Bridge at Entrada Way (Caltrans Bridge No. 35C0186 – County Bridge No. 8)
2. Bear Gulch Creek Bridge at Sand Hill Road (Caltrans Bridge No. 35C0056 – County Bridge No. 101)
3. Alpine Creek Bridge on Pescadero Road (Caltrans Bridge No. 35C0054) – MONUMENTATION ONLY
4. Pescadero Creek Bridge at Pescadero Road and Cloverdale Road (Caltrans Bridge No. 35C0052 – County Bridge No. 54)
5. Lobitos Creek Bridge at Lobitos Creek Road (Caltrans Bridge No. 35C0064 – County Bridge No. 20)
6. Pescadero Creek Bridge at Butano-Cut off Road (Caltrans Bridge No. 35C0118 – County Bridge No. 5)
7. Gazos Creek Bridge at Gazos Creek Road (Caltrans Bridge No. 35C0187 – County Bridge No. 9) - MONUMENTATION ONLY
8. Pescadero Creek Bridge at Wurr Road (Caltrans Bridge No. 35C0119 – County Bridge No. 47) - MONUMENTATION ONLY
9. Pescadero Creek Bridge on Pescadero Road (Caltrans Bridge No. 35C0053) - MONUMENTATION ONLY

Deliverables:

- PDF copy of the final survey and the corresponding CAD file.
- PDF copy of the final monumentation drawing and corresponding CAD file.

1.2.2 Street Right of Way Information (BKF)

BKF will overlay record right of way lines based on County GIS and record maps. A supplemental conventional control survey will be performed to assist in locating the right of way lines. Right of way lines will be limited to those lines within the project limits for each bridge area identified in the RFP and does not include right of way engineering for temporary easements or permanent ROW acquisition.

1.2.3 Channel Cross Section Survey (BKF - Optional)

If County LiDAR data is insufficient for preparation of hydraulic reports by WRECO, under this task BKF will document the existing topography of the channels at the predetermined cross sections required by WRECO for hydraulic calculation purposes, as an optional service. These cross sections will require individual setups and clearing of vegetation to ensure line of sight. Sections are typically 4 downstream and 3 upstream sections.

1.3 Site Investigations (CSEG, WRECO)

Conduct site investigations of all nine bridges and review the recommended repairs as stated in the Caltrans BIRs and Cornerstone's Bridge Preventative Maintenance Program (BPMP) Report. Observed changes to site conditions from those observed when the 2008 Bridge Preventative Maintenance Program Report was prepared by Cornerstone will be documented in the Scoping Memorandum.

1.3.1 Scoping Memorandum (CSEG)

A scoping memorandum will be prepared by Cornerstone documenting changes observed at each site and updating the current BPMP recommendations prepared by Cornerstone dated April 30, 2008, including making recommendations for further maintenance work or elimination of maintenance work already addressed by County road crews. As part of this task, Cornerstone will perform preliminary structural analysis of Bridge No. 35C0064 to determine if cracking observed during previous field investigations at the site pose a structural concern. If the analysis of Bridge No. 35C0064 indicates that a structural issue is present it is assumed that the County will program the bridge for replacement under a separate contract. The County will review the draft Scoping Memorandum and return a copy to Cornerstone with comments. Issues raised by the County will be discussed with and resolved by Cornerstone and agreed changes made to the Scoping Memorandum. The revised memorandum will be submitted to the County and Caltrans for approval.

Deliverables:

- Draft Scoping Memorandum
- Final Scoping Memorandum

1.3.2 Caltrans Scoping Review Meeting (CSEG)

Under this task, Cornerstone will meet with Caltrans District Local Assistance Staff to discuss the contents of the draft Scoping Memorandum and gain concurrence on the proposed preventative maintenance for each bridge site. Agreed upon scope of work for each bridge will be incorporated into the Final Scoping Memorandum.

1.4 Hydrologic and Hydraulic Modeling (WRECO)

Perform hydrologic and hydraulic modeling of the open channels which may be impacted by this project. The results shall be described in the Location Hydraulic Study.

1.4.1 Hydrologic Analysis (WRECO)

WRECO's preliminary research of the Federal Emergency Management Agency's (FEMA) Flood Insurance Study (FIS) indicated that detailed studies are available for three of the nine bridge locations (La Honda Creek at Entrada Way Bridge 35C-0186, Pescadero Creek at Cloverdale Road Bridge 35C-0052, and Pescadero Creek at Butano Cut-Off Bridge, 35C-0118). The other six bridge locations do not have detailed studies available from FEMA. WRECO will coordinate with the County to confirm the most recent hydrology. Assuming there is no available recent hydrologic data, WRECO will perform hydrologic analyses for the remaining bridges using the following two methods: 1) the USGS Regional Regression Method; and 2) Flood-Frequency Analysis using data from a USGS gaging station. WRECO will identify the appropriate design floods (usually the 50-year flood), base flood (100-year flood), flood of record (if possible), and the overtopping flood.

1.4.2 Hydraulic Review (WRECO)

To assist the Project Team with the alternative's analysis, WRECO will perform a preliminary hydraulic assessment to produce data for the hydraulic mitigation and scour/bank erosion countermeasure design. Our proposed approach is to only perform simple and straightforward analyses without doing any detailed modeling studies. Our analyses will be based on pictures and available field data. We will ensure that our analyses can produce adequate data for the maintenance program-level repairs. Key recommendations will be made after work sessions with the other Project Team members. It is assumed that only nine bridges will require preliminary analysis.

Using the results from the preliminary hydraulic assessment, WRECO will perform an analysis of scour and erosion potential and develop a conceptual scour/bank erosion countermeasure design. This work will be done per the methodology specified in the Federal Highway Administration's (FHWA) HEC-18, HEC-20, and HEC-23 manuals.

WRECO will prepare preliminary cost estimates for the recommended repairs. Cost estimates will be prepared using the most recent Caltrans cost database and recent County bids on similar projects.

Deliverables:

- Draft Preliminary Hydraulic Assessment Memo (PDF)
- Final Preliminary Hydraulic Assessment Memo (PDF and 1 Hard Copy)

1.5 Slope Stability Design (WRECO)

Under this task WRECO will prepare a Slope Stability Design Memorandum covering 5 bridge locations as follows: Bridge Nos. 35C0052, 35C0056, 35C0118, 35C0186, 35C0187. The memorandum will be based on site inspection, web soil survey data, and as-built information. The purpose of this memorandum is to document the maximum slope at which rock slope protection can be constructed.

Deliverables:

- Draft Stable Slope Design Memorandum (PDF)
- Final Stable Slope Design Memorandum (PDF)

1.6 Geotechnical Assessment for Bridge No. 35C0187 (WRECO)

WRECO will perform preliminary geotechnical assessments that will help identify any unstable slope conditions, settlement, and other geology and/or soils related maintenance issues for Bridge No. 35C0187 which Caltrans Bridge Inspection Reports indicate has a sagging metal plate arch. Our analyses will be based on a brief site review of the bridge site, BIRs, as-builts, and field data provided to us from the Project Team. If deemed appropriate, up to two (2) geotechnical borings will be drilled, logged and analyzed to better characterize and assess the geotechnical conditions. We will ensure that our analyses can produce adequate data for the maintenance program-level repairs. Key recommendations will be made after work sessions with the other Project Team members. It is assumed that only one (1) bridge (35C0187) will require preliminary geotechnical analysis and that a single memo will be required.

Deliverables:

- Draft Preliminary Geotechnical Assessment Memo (PDF)
- Final Preliminary Geotechnical Assessment Memo (PDF and 1 Hard Copy)

1.7 Preliminary Foundation Report for Bridge No. 35C0187 (WRECO - Optional)

If required by Caltrans, WRECO will prepare a Preliminary Bridge Foundation Report in accordance with the 2018 Caltrans Foundation Report for Bridges to provide preliminary design and construction recommendations for Bridge No. 35C0187. The report will include the following::

- A description of the geotechnical work performed.
- A Project summary and description of the proposed improvements.
- A summary and discussion of the available as-built information as it pertains to the proposed foundation selection.
- An overview of the field investigation performed as part of the study.
- A summary of the laboratory testing performed as part of the study.
- A discussion of the regional and site geology as it pertains to the proposed improvements.
- A discussion of the scour potential and impacts on the proposed foundations.
- A discussion of likely groundwater conditions.
- A discussion of the potential corrosion potential of site soils.
- A preliminary discussion of the regional seismology and assumed preliminary seismic design parameters for the proposed Project site in accordance with the Caltrans 2009 ARS Online Design Tool and Caltrans Seismic Design Criteria, Version 1.7, Sept. 2018.
- A discussion of the preliminary foundation recommendations for the proposed bridge taking into consideration the preliminary loading demands, site soil and rock conditions, environmental constraints, scour, and cost.
- A discussion of the additional field work and laboratory testing that would be required for the final design.

WRECO will prepare the Preliminary Bridge Foundation Report for each bridge location for submittal to the Project Team and County for review and use for the type selection.

Deliverables:

- Draft Preliminary Foundation Report (PDF)
- Final Preliminary Foundation Report (PDF and 1 Hard Copy)

1.8 Coring and Petrographic Analysis (WRECO - Optional)

Obtain a sample of the bridge concrete by use of diamond bit coring equipment. Sample size will be up to 4 inches in diameter and up to 12 inch long. This task assumes locations for coring will be easily accessible and

no special machinery/access equipment will be needed. Petrographic analysis will be performed by Concrete Science lab, and results will be summarized in a brief memo.

Deliverables:

- Draft Petrographic Analysis Memorandum (PDF)
- Final Petrographic Analysis Memorandum (PDF)

TASK 2 ENVIRONMENTAL DOCUMENTS

WRA, Inc. of San Rafael will be responsible for performing all work needed to complete environmental documentation for the San Mateo County Bridge Preventative Maintenance Project. This work includes but is not limited to conducting a biological resources site visit, and the preparation of a comprehensive Natural Environmental Study, Caltrans-format Biological Assessment and Jurisdictional Delineation. This effort assumes that, per previous experience, the sites will be described in one Natural Environmental Study and one Caltrans-formatted Biological Assessment. Additionally, WRECO will assist the team with preparation of the Location Hydraulic Study and Water Quality Assessment.

2.1 Biological Resources Site Visit and Natural Environment Study (WRA)

WRA will prepare a Natural Environment Study (NES) in the approved Caltrans format to support regulatory permit applications. Given that there are a total of nine bridge locations to be assessed in the course of this effort, information, data, and potential recommendations/mitigation measures will be clearly organized by site. The NES will discuss the results of the literature search and site visits and will provide information on the known or potential habitat at the site for any special-status plant and wildlife species. If any special-status species are observed, they will be reported in the findings. If wetlands, streams, or ponds are observed, respective jurisdictional status information will be included in the Project Wetland Delineation effort (Task 2.3) and appended to the NES. Any riparian areas or other sensitive habitats areas will also be described and mapped. This analysis will be in sufficient detail to provide information suitable for potential permitting application requirements. Furthermore, this document will be supported by mapping exhibits to facilitate clarity among the disparate sites and will outline additional biological survey needs by site, including recommended timing and coordinated efforts by proposed maintenance location.

Deliverables:

- Project Natural Environment Study (Caltrans-format)

2.2 Biological Assessment (Caltrans-format) (WRA)

Per Caltrans requirements, a Biological Assessment (BA) will be prepared for the nine identified bridges in San Mateo County. The BA will be prepared according to Caltrans format, and will cover plant and wildlife species identified as having the potential to be present during the project. WRA will review the sensitive species list prepared by U.S. Fish and Wildlife Service in 2011, the current California Natural Diversity Data Base, and other updated available species and sensitive habitat information to make sure all necessary species will be addressed in the BA. The BA will include discussions of the species life histories, potential impacts from project construction activities, and proposed avoidance and minimization measures based on the determinations made during field surveys and assessments, in developing the BA and NES reports, and feedback from consulting resource agencies.

As identified in the Project Preliminary Environmental Study (PES), an Essential Fish Habitat (EFH) evaluation should be conducted for the nine bridge sites. If any work will occur in the San Francisco Bay, the U.S Army Corps of Engineers (Corps) will likely require formal consultation under the Endangered Species Act (ESA). The National Marine Fisheries Service (NMFS), a division of the National Oceanic and Atmospheric Administration (NOAA), regulates Essential Fish Habitat and anadromous fish. Protection of EFH is mandated

through changes implemented in 1996 to the Magnuson-Stevens Fishery Conservation and Management Act (Magnuson-Stevens Act) to protect the loss of habitat necessary to maintain sustainable fisheries in the United States.

Per the Project PES, these documents will provide information regarding Project effects on special-status species using USFWS and NMFS consultation language. In addition, the reports will identify Best Management Practices (BMPs) for the Project activities, including avoidance of wetlands and waters and for application to construction staging and access.

Deliverables:

- Project Biological Assessment (Caltrans-format)

2.3 Jurisdictional Delineation (WRA)

Based on our review of the RFP materials, personal familiarity with many of the identified bridge locations, and preliminary review of the proposed sites, regulatory agencies will require a jurisdictional wetland delineation of each proposed stream segment and detention basin. WRA biologists will visit the sites to assess and document the presence of wetlands, the jurisdictional boundaries of the stream segments, and other aquatic resources potentially subject to state and/or federal jurisdiction. The fieldwork will be conducted in conformance with the routine methods described in the 1987 Corps of Engineers Wetlands Delineation Manual and 2008 Arid West Regional Supplement.

Fieldwork will consist of site inspections to each of the nine bridges. For non-wetland aquatic features (i.e., streams), WRA will determine the location of the “ordinary high water mark.” All wetland and non-wetland aquatic feature boundaries will be mapped using handheld GPS equipment with sub-meter accuracy. Should wetlands be present within the analysis area, sample points will be taken; the number of sample points will be determined by the extent and number of wetland areas. Paired sample points (one wetland and one upland) will be taken at the selected locations sufficient to document the extent of the wetlands on the site. Soil inspections will consist of digging shallow (12- to 16-inch) pits at a number of locations at the site to inspect for hydric soil characteristics. Vegetation and hydrology indicators will be observed on the surface of the soil. WRA will prepare maps depicting potential jurisdictional boundaries and associated data sheets to the Project NES.

Deliverables:

- Jurisdictional Boundary map and data sheets (appended to the NES)

2.4 Location Hydraulic Study (WRECO)

Based on WRECO’s preliminary qualitative assessments, the various Bridge BPMP Projects are expected to have minimal floodplain encroachment. Therefore, WRECO will prepare a Floodplain Evaluation Report Summary, which will include the Technical Information for the Location Hydraulic Study and Floodplain Evaluation Report Summary forms, to document the investigation.

Deliverables:

- Draft Floodplain Evaluation Report Summary (PDF)
- Final Floodplain Evaluation Report Summary (PDF and 1 Hard Copy)

2.5 Water Quality Assessment (WRECO)

In order to provide the existing physical and regulatory environment information for water quality, WRECO will: 1) identify and describe the current and upcoming laws that relate to water quality, 2) describe the beneficial uses as detailed by the Regional Water Quality Control Board (RWQCB) Basin Plan for all potentially affected waters, 3) discuss water quality objectives for all potentially affected waters, 4) collect and present any monitoring data from other agencies, 5) list potential sources of pollutants, and 6) describe

the watershed, existing drainage, and hydrologic conditions. WRECO will evaluate the water quality impacts for each proposed alternative and will recommend possible best management practices or project features to address water quality issues. WRECO will document the findings in a technical report.

Deliverables:

- Draft Water Quality Assessment Report (PDF)
- Final Water Quality Assessment Report (PDF and 1 Hard Copy)

TASK 3 CEQA IS/MND AND MMRP

The purpose of this Scope of Work is describe the tasks and costs associated with preparing an Initial Study/Mitigated Negative Declaration (IS/MND) and Mitigation Monitoring Reporting Plan (MMRP) for the San Mateo County Bridge Maintenance project.

Deliverables:

- IS/MND
- MMRP

This effort assumes that, per previous experience, the sites will be described in one Natural Environmental Study and one Caltrans-formatted Biological Assessment.

The PES determined that the project qualifies for a NEPA Categorical Exclusions (“CatEx” or “CE”) with technical reports. However, given the proposed projects’ potential impacts, it is WRA’s interpretation that CEQA Categorical Exemptions will not necessarily apply and that Initial Studies/Mitigated Negative Declarations (IS/MND) would be required instead. Ultimately the CEQA lead agency, San Mateo County is responsible for determining the level of CEQA review required for their applicable documents. San Mateo County is the lead agency for the BPMP. WRA will complete the following tasks to ensure compliance with CEQA/NEPA requirements. To prepare the IS/MND, WRA will complete the tasks discussed below.

3.1 Background Information Review and Project Description (WRA)

WRA will initiate the environmental review with the team by: 1) collecting all relevant reports and drawings; 2) verifying the desired format of the IS/MND with the County; 3) discussing the proposed project; 4) confirming overall assumptions; and 5) identifying other key contacts for the County.

WRA will review the above referenced studies and the PES. One WRA staff person will visit each bridge site. Following review of the above referenced studies and PES, WRA will notify the Cornerstone/County if any information gaps or deficiencies exist.

WRA will prepare a complete and accurate Project Description. The Project Description will include the following information:

- Project location
- Project objectives
- Narrative description and map of the nine bridges, associated areas of disturbance, and any other locations use as staging/laydown areas
- List of maintenance actions, their duration and frequency
- Locations of any sensitive air quality and noise receptors (e.g., residences and schools)
- Number, species and locations of any trees to be removed

WRA will submit the Project Description to Cornerstone and the County to verify its completeness and accuracy. WRA assumes that Cornerstone and the County will provide one set of consolidated, electronic comments. WRA will revise the Project Description once and then begin preparing the remaining sections of the IS/MND.

3.2 Administrative Draft IS/MND (WRA)

WRA will prepare an Administrative Draft Initial Study for the bridge projects utilizing the current version of the State CEQA Guidelines, as well as any County approved Thresholds of Significance. The IS will evaluate the potentially significant impacts as the project relates to the Environmental Checklist Form of the State CEQA Guidelines. The analysis in the IS will consider information contained in existing technical reports as well as the PES and associated technical studies, relevant regulations and policies, and other applicable information obtained by WRA staff.

3.3 Screencheck IS/MND (WRA)

WRA will address the County's comments on the Administrative Draft IS/MND. It is assumed that the County will provide a set of electronic, consolidated comments to WRA, and that only one round of revisions will be required. A Screencheck Draft IS/MND will be prepared to respond to the County's comments.

3.4 Public Review Draft IS/MND (WRA)

Upon approval of the Screencheck Draft IS/MND, WRA will reproduce up to 15 hardcopies of the Draft IS/MND and Appendices for the public review circulation period and will assume responsibility of circulating the documents to applicable agencies and interested parties. Fifteen copies of each the Summary Form, and CDs of the entire IS/MND package, the Notice of Availability (NOA), as well as the Notice of Completion (NOC), will be sent to the State Clearinghouse. WRA assumes that the County will prepare the notices but WRA will be responsible for submitting the notices and IS/MND to the State Clearinghouse. Additionally, WRA will coordinate with the County in providing web-ready documents for publication on the County's website.

3.5 Final IS/MND, MMRP, and Noticing (WRA)

Following completion of the 30-day public review period, WRA will respond to any agency and/or public comments submitted on the Draft IS/MND and prepare the Final IS/MND. The extent of work necessary to complete the Final IS/MND is contingent upon the number and nature of public comments received. WRA assumes that up to 16 staff hours will be spent responding to public comments. If any tribes request AB-52 consultation, WRA assumes the County will consult directly with the interested tribe(s). WRA will circulate the Final IS/MND to all agencies that commented on the Draft IS/MND. WRA will prepare a Notice to Adopt the IS/MND for the County and will attend the adoption hearing. WRA will also be responsible for the preparation and filing the Notification of Determination (NOD) with the San Mateo County Clerk within five days of project approval. In addition, this scope includes the preparation of Mitigation Monitoring and Reporting Program (MMRP) for the project.

3.6 Meetings (WRA)

WRA staff will attend up to four project meetings related to preparing the IS/MND. We assume two meetings will be via conference call, and two will be in-person.

TASK 4 PERMITTING

WRA will work with the County to obtain the necessary regulatory permits and approvals. The subtasks listed below discuss the regulatory permits that WRA believes will be necessary based on the current understanding of the Project. This effort assumes combining any sites potentially requiring oversight by regulatory agencies into one permitting application package.

4.1 Section 404 Permit (Army Corps of Engineers) (WRA)

Based on WRA's understanding of the proposed Project, a Corps Section 404 permit may be necessary for specific bridge maintenance locations and activities. WRA assumes that the project will qualify for a Nationwide Permit (NWP). This permit type is preferred to avoid the costly and time-consuming Individual

Permit Process. WRA will prepare a permit application package with associated forms that includes the necessary permit requirements, including:

- Basic notification requirements as: site locations, Project description, and type/amount of dredge/fill in potentially jurisdictional areas;
- Appropriate plan and cross sectional view figures that show proposed impacts to jurisdictional areas; and
- Proposed compensatory mitigation (if required).

WRA will act as the agent during the Corps permitting process. Typically the Corps may request a site visit to discuss the proposed Project and potential impacts on areas within their jurisdiction. WRA will attend one site visit with the Corps to assess the Project impacts if requested.

4.2 Section 401 Water Quality Certification (Regional Water Quality Control Board: San Francisco Region) (WRA)

The RWQCB must certify the use of the Corps permit and will process a 401 Water Quality Certification for the Project. In addition, for any wetlands or jurisdictional areas found not to fall under Corps jurisdiction, the RWQCB will likely claim these areas as “waters of the State”. The 401 Certification application will be included in the regulatory permit application package.

WRA will act as the agent during the RWQCB permitting process. Typically the RWQCB may request a site visit to discuss the proposed Project and potential impacts on areas within their jurisdiction. WRA will attend one site visit with the RWQCB to assess the Project impacts if requested.

4.3 Section 1602 Lake and Streambed Alteration Agreement (California Department of Fish and Wildlife) (WRA)

The California Department of Fish and Wildlife (CDFW) requires any person who may affect the bed or bank of a perennial, intermittent, or ephemeral river, stream, or lake to request a Section 1602 Streambed Alteration Agreement. The Streambed Alteration Agreement notification requires completion of an application form and project environmental questionnaire, and inclusion of supplemental data regarding issues covered in the project environmental questionnaire.

Because CDFW regulations are different from those of the Corps and RWQCB, CDFW generally prefers that their permit application be submitted in a different format from that submitted to the Corps and RWQCB. WRA will complete the application with supporting information and submit the permit application to CDFW. Additional information regarding anticipated construction means and methods beyond that required for the Corps and RWQCB permit will be required as part of the CDFW permit application. WRA will work with the project proponent to compile a list of construction equipment, methodologies, and timelines for submittal to CDFW. The complete Section 1602 permit application will be submitted to the CDFW after client review and approval.

Deliverables:

- Environmental Regulatory Permitting Package (Section 404, Section 401, Section 1602)

TASK 5 ENGINEERING AND DESIGN

Under task 5, our design team will perform engineering and design tasks necessary to produce final Plans, Specifications, and Engineer’s Estimate (PS&E) for bidding and construction of the project.

BKF Engineers will prepare civil related plans and specifications to be included in the overall PS&E package. The number of plans and additional detail are noted below for each bridge. We assume the plans will be reviewed by the County and we will make changes and respond to those comments. No review and comments by Caltrans are expected. BKF Engineers will compile the specifications package, coordinating with the County for front-end bid documents and general specifications. Technical specification will be

prepared in accordance with Caltrans 2018 Standard Plans, Caltrans 2018 Standard Specifications, Caltrans 2018 Revised Standard Specifications and the Caltrans 2018 Standard Special Provisions.

We assume the traffic handling will be limited to notes on the plans and will reflect the ability to use a portion of the bridge for traffic at all times (i.e. not a detour plan with full bridge closure), unless otherwise noted for reasons such as available redundant adjacent roadways or small traffic volumes and width preclude this ability.

Traffic handling notes will consider MUTCD and Caltrans standards. We will include provisions for bicyclists, pedestrians, and equestrians where needed. Sufficient advanced signage will notify multiple modes of transportation of the need for detours, mixing, or alternate routes. Where possible, pedestrians, bicyclists, and equestrians will be separated from vehicular traffic using temporary concrete barriers.

We assume one plan will be used for each bridge to cover roadway, embankment, and scour work. Design for roadway, embankment, and scour work is based on the scope of work identified below. The budget is based on this established level of effort. If improvements deviate from this anticipated scope, the level of effort and budget will need to be revised accordingly. A separate plan for each bridge that requires scour work will address temporary dewatering or bypass. We assume up to 2 detail plan sheets will be included. Traffic handling notes will be provided for inclusion on the overall plan set title sheet or similar overall notes sheet.

Rock slope protection, method B placement, is anticipated for embankment protection. Similar simple rip rap is anticipated for scour protection. Minor roadway improvements include resurfacing and addition of asphalt dikes. Minor storm drainage design may be an inlet with an outfall to protected embankment in the creek. Aside from bridge repair, structural or biotechnical solutions are not anticipated for embankment protection, roadway improvements, or scour protection. Guardrail design is not included, particularly as it relates to MASH compliant upgrades.

Temporary construction access is anticipated to be in the nearby proximity to the bridge. We assume most improvements will be able to be done from the roadway or by handheld equipment in the creek.

5.1 35% PS&E (CSEG, BKF, WRECO)

Upon approval of the scope of maintenance work to be performed at each bridge site proposed under Task 1.3, CONSULTANT will draft plans for each location depicting the general location and type of maintenance work to be performed at each bridge site with sufficient detail to develop a preliminary engineer's estimate of probable construction cost. Throughout this evaluation, constructability will be reviewed and modifications will be made to maximize constructability and minimize overall project costs.

Deliverables:

- One (1) electronic copy (PDF) of the 35% PS&E
- Three (3) hard copies of the 35% PS&E

5.2 65% PS&E (CSEG, BKF, WRECO)

The CONSULTANT will prepare 65 percent plans. The structure design will be performed during this task after type selection approval by the County. The 65 percent PS&E shall be developed so that an independent design check can be completed. The 65 percent PS&E will include plans and draft technical specifications. The design shall be done in accordance with the current Caltrans Highway Design Manual, AASHTO LRFD Bridge Design Specifications, Bridge Design Details Manual, Bridge Design Aids Manual, Bridge Memos to Designers, and current FHWA Hydraulic Engineering Circulars (HEC). The design is limited to scour countermeasures at the five bridge sites and methacrylate at one bridge site and will not include evaluation for live load capacity or seismic adequacy of the existing bridge structures.

San Mateo County BPMP Phase II	Estimated No. of Sheets
Title Sheet with Location Map	1 Sheet
Civil Improvements Plan (Br. No. 35C0052)	1 Sheet
Civil Improvements Plan (Br. No. 35C0056)	1 Sheet
Civil Improvements Plan (Br. No. 35C0064)	1 Sheet
Civil Improvements Plan (Br. No. 35C0118)	1 Sheet
Civil Improvements Plan (Br. No. 35C0186)	1 Sheet
Temporary Dewatering/Bypass Plan (Br. No. 35C0056)	1 Sheet
Temporary Dewatering/Bypass Plan (Br. No. 35C0118)	1 Sheet
Structure General Plan (Br. No. 35C0052)	1 Sheet
Structure General Plan (Br. No. 35C0053)	1 Sheet
Structure General Plan (Br. No. 35C0054)	1 Sheet
Structure General Plan (Br. No. 35C0056)	1 Sheet
Structure General Plan (Br. No. 35C0064)	1 Sheet
Structure General Plan (Br. No. 35C0118)	1 Sheet
Structure General Plan (Br. No. 35C0119)	1 Sheet
Structure General Plan (Br. No. 35C0186)	1 Sheet
Structure General Plan (Br. No. 35C0187)	1 Sheet
Strengthening Details (Br. No. 35C0187)	1 Sheet
<u>Miscellaneous Structural Details (Br. No. Varies)</u>	<u>2 Sheets</u>
Total Sheet Count	20 Sheets

Details and technical specification will be prepared in accordance with Caltrans 2018 Standard Plans, Caltrans 2018 Standard Specifications, Caltrans 2018 Revised Standard Specifications and the Caltrans 2018 Standard Special Provisions. Full-size plans shall be standard size (22X34). All drawings will be prepared in AutoCAD Civil 3D.

Deliverables:

- One (1) electronic copy (PDF) of the 65% PS&E
- Three (3) hard copies of the 65% PS&E

5.3 95% PS&E (CSEG, BKF, WRECO)

The CONSULTANT shall have the bridge 65 percent PS&E checked independently by an experienced engineer registered in California and not involved with the original design. The independent checker will review the scour countermeasure design and layout, review the technical specifications, and review the quantity calculations for the project. Issues raised by the checker will be discussed with and resolved by the designer and the independent checker. The final design will reflect agreement among the designer and the independent checker.

The CONSULTANT shall prepare 95 percent PS&E for review and approval of the County. The 95 percent PS&E shall include 65 percent PS&E updated in response to comments from the County and the independent checker. The specifications will be presented in standard County format using Caltrans Standards identified under Task 5.2. The CONSULTANT will provide the technical portion of the specifications to the County and the County will provide Boilerplate sections and combine the technical portion of the specifications in the bid documents.

The CONSULTANT will submit the engineer's estimate of probable construction cost. Unit costs will be estimated based on recent contract data from appropriate industry publications, Caltrans data, the CONSULTANT'S similar projects, or the County's similar projects.

Deliverables:

- One (1) electronic copy (PDF) of the 95% PS&E
- Three (3) hard copies of the 95% PS&E

5.4 100% PS&E (CSEG, BKF, WRECO)

Following reviews by the County, any agreed-upon revisions shall be made to the 100% PS&E. After receipt of final approval, an original set of stamped and signed plans, two copies of the bidding documents and an engineer's estimate will be submitted to the County for its use in soliciting construction bids. The Consultant shall provide the quantity calculations to the County for use in administering the contract.

Deliverables:

- One (1) electronic copy (PDF) of the 100% PS&E (DRAFT)
- Three (3) hard copies of the 100% PS&E (DRAFT)
- One (1) electronic copy (PDF) of the 100% PS&E (FINAL)
- Three (3) hard copies of the 100% PS&E (FINAL)

TASK 6 MEETING ATTENDANCE/CONFERENCE CALLS

To facilitate coordination with project stakeholders, Consultant will prepare for and attend Project Development Team (PDT) coordination meetings. Meetings will initially be held monthly unless project status dictates otherwise or at the discretion of the County and Consultant. These PDT coordination meetings will include comment review meetings following the 35%, 65%, and 95% submittal to review and reconcile County review comments on the submittals. For purposes of this scope and fee, four (4) in-person meetings held at the County's offices and eight (8) teleconferences are assumed.

The goal of the PDT coordination meetings is to discuss project status, schedule, and budget; to discuss critical project information and status across disciplines and make decisions that could potentially affect the project design, scope, schedule, and budget. Consultant will prepare and distribute a meeting agenda prior to the meeting. Consultant will also prepare meeting minutes documenting the discussions, conclusions and meeting action items and the responsible party. Draft meeting minutes will be distributed to the meeting attendees for review and comment. Comments will be reconciled and incorporated into the final meeting minutes which will be distributed to the meeting attendees.

Deliverables:

- PDT Coordination Meeting Agendas
- PDT Coordination Meeting Minutes (Draft and Final)

TASK 7 CONSTRUCTION SUPPORT

7.1 Respond to Requests for Information and Prepare Draft Addenda (CSEG, BKF, WRECO)

Draft addenda for County approval/release to clarify design intent or correct errors. For budget purposes, the preparation of one (1) draft addendum was assumed.

7.2 Construction Submittal Reviews (CSEG, BKF, WRECO)

Consultant will provide an additional 40 person-hours to review specific material submittals for items and substitutions as requested by the RE.

7.3 Project Coordination and Field Meetings (CSEG, BKF, WRECO)

Under this task, Consultant will coordinate with the RE, County and/or Caltrans and attend up to nine (9) project progress meetings or field meetings as requested by the RE.

WORK PERFORMED BY THE COUNTY

In addition to those services already identified to be provided by the County, the following additional services will be performed by the County:

- Examine documents submitted to County by Consultant and timely render decisions pertaining thereto.
- Coordinate with Caltrans Local Assistance including submitting all required LAPM forms and paperwork, and obtaining Caltrans funding approval for all BPMP measures proposed by Consultant. Consultant will assist with preparing the forms and paperwork.
- Pay all fees for all required agency reviews and permits.
- Negotiating with regulatory agencies for any environmental mitigations or permit conditions necessary to construct the project.
- Preparing and executing any required utility relocation agreements with utility companies.
- All Right of Way negotiation and acquisitions (if necessary).
- Attend and participate in meetings with the Consultant and other agencies required.
- Provide County Standard Special Provisions in Caltrans Standard Specification format to be edited as appropriate by Consultant.
- Advertise, process bids, and award construction contract. Distribute any required addenda.
- The County will be responsible for construction contract administration services including, but not necessarily limited to:
 - Issuing the Notice to Proceed and conducting the pre-construction conference.
 - Performing quality assurance inspections and testing of the work in accordance with Caltrans Local Agency Quality Assurance Program (QAP) Manual.
 - Authorizing and making progress payments.
 - Authorizing and issuing contract change orders.
 - Authorizing supplemental fund payments.
 - Accepting the project and issuing the Notice of Completion.

ASSUMPTIONS

In addition to the assumptions previously discussed, the following additional assumptions were made in generating this proposal.

1. No rights-of-entry, permits, or other permissions are required for the studies included in this scope.
2. Preventative maintenance measures at each site will be constructed entirely within the County's Right of Way and will not require encroachment permits or rights of entry from adjacent property owners. Should the preventative measures require construction to extend beyond the County's Right of Way, this will require additional scope and budget for Consultant.
3. Traffic control will not be required for the proposed geotechnical work nor for the construction of the BPMP work.
4. Concrete coring can be performed without special access or equipment.
5. Underground Utility Locating Services are excluded from the proposal.
6. Irrigation pipes, control boxes and sprinklers are excluded from this proposal.
7. This scope of work assumes that a separate proposal will be provided to the County in the future to provide construction observation/inspection services.
8. Utility design and construction of all new and relocated utilities is not included, and assumed to be performed by the utility companies. Consultant will provide limited coordination with the impacted utility companies for any require relocation work resulting from the project. Relocated utilities will be shown on the improvement plans. County is responsible for obtaining all final utility agreements.
9. Cornerstone's role as Prime Consultant will be limited to coordinating with and providing necessary design documentation to WRA, for WRA to prepare environmental documentation and permits for the project. Cornerstone will not be responsible for interfacing with regulatory agencies or negotiating any mitigation measures or permit conditions necessary to construct the project.
10. As environmental mitigation measures have not yet been determined, design of mitigations (i.e. planting plans, bat boxes, etc.) is not included in this scope. When mitigations can be incorporated by simple addition of notes provided by the COUNTY or by inclusion of COUNTY provided specification language, such mitigations will be included in the design. Otherwise, the design of any required mitigations will be considered as additional services.
11. The COUNTY will be responsible for AB-52 consultation.
12. The COUNTY can provide the project design or property boundaries in digital format (such as AutoCAD or GIS), properly referenced to a geographic coordinate system.
13. Any previous environmental reports supplied to the COUNTY for the project will be provided to WRA.
14. Any previous correspondence between the COUNTY and government agencies that relate to biological issues for the project will be provided to WRA.
15. Any biological survey, assessment, or other reconnaissance is dependent on current conditions, and the biological data obtained may not be accurate or applicable in subsequent years.
16. WRA cannot guarantee schedules or costs for actions taken by regulatory and other third-party entities with authority to approve project activities, as these actions are outside of WRA's control.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

EXHIBIT B
SAN MATEO COUNTY
San Mateo BPMP - Basic Services Cost Estimation Worksheet
October 15, 2019

TASK								Total Hours	Total Dollars	Subconsultants			Total
		CSEG Design Team			CSEG Check Team								
		Todd Goolkasian*	Mark Weaver*	-	Shawn Cullers*	Bobby Zermeno*	-						
		Principal	Senior Engineer	Structure Designer	Associate	Project Engineer	Structure Designer			BKF	WRECO	WRA	
Rate		\$ 232.89	\$ 143.73	\$ 110.02	\$ 177.44	\$ 138.41	\$ 110.02						
TASK 1 - PRELIMINARY WORK		19	54	124	6	12	-	215	28,554	79,885	48,910	8,634	165,983
1.1	Project Work Plan	4	8	16	-	-	-	28	3,842	-	9,318	8,634	21,794
1.2	Gather Background Data	1	2	-	-	-	-	3	520	-	3,885	-	4,406
1.2.1	Site Surveys	2	4	-	-	-	-	6	1,041	53,472	-	-	54,513
1.2.2	Street Right of Way Information	1	2	-	-	-	-	3	520	26,413	-	-	26,933
1.3	Site Investigations	-	8	8	-	-	-	16	2,030	-	5,067	-	7,097
1.3.1	Scoping Memorandum	8	16	80	4	8	-	116	14,781	-	-	-	14,781
1.3.2	Caltrans Scoping Review Meeting	-	8	8	-	-	-	16	2,030	-	-	-	2,030
1.4	Hydrologic and Hydraulic Modeling	1	2	4	-	-	-	7	960	-	17,631	-	18,591
1.5	Slope Stability Design	1	2	4	4	-	-	7	960	-	6,420	-	7,380
1.6	Bridge Geotechncial Assessment for Bridge No. 35C0187	1	2	4	2	4	-	13	1,869	-	6,589	-	8,458
TASK 2- ENVIRONMENTAL DOCUMENTS		5	20	-	-	-	-	25	4,039	-	40,645	87,275	131,959
2.1	Biological Resources Site Visit and Natural Environment Study	1	4	-	-	-	-	5	808	-	-	42,784	43,592
2.2	Biological Assessment (Caltrans-format)	1	4	-	-	-	-	5	808	-	-	33,508	34,316
2.3	Jurisdictional Delineation	1	4	-	-	-	-	5	808	-	-	10,983	11,791
2.4	Location Hydraulic Study	1	4	-	-	-	-	5	808	-	24,066	-	24,874
2.5	Water Quality Assessment	1	4	-	-	-	-	5	808	-	16,579	-	17,386
TASK 3 - CEQA IS/MND AND MMRP		10	28	-	-	-	-	38	6,353	-	-	41,049	47,402
3.1	Background Information Review and Project Descriptpion	1	2	-	-	-	-	3	520	-	-	4,976	5,496
3.2	Administrative Draft IS/MND	4	16	-	-	-	-	20	3,231	-	-	18,218	21,449
3.3	Screencheck IS/MND	1	2	-	-	-	-	3	520	-	-	3,255	3,775
3.4	Public Review Draft IS/MND	1	2	-	-	-	-	3	520	-	-	2,762	3,282
3.5	Final IS/MND, MMRP, and Noticing	1	2	-	-	-	-	3	520	-	-	2,762	3,282
3.6	Meetings	2	4	-	-	-	-	6	1,041	-	-	9,077	10,118
TASK 4 - PERMITTING		4	16	-	-	-	-	20	3,231	-	-	43,301	46,533
4.1	Section 404 Permit (Army Corps of Engineers)	1	4	-	-	-	-	5	808	-	-	14,248	15,056
4.2	Section 401 Water Quality Certification (Regional Water Quality Control Board: San Francisco Region)	1	4	-	-	-	-	5	808	-	-	14,248	15,056
4.3	Section 1602 Lake and Streambed Alteration Agreement (California Department of Fish and Wildlife)	2	8	-	-	-	-	10	1,616	-	-	14,806	16,421
TASK 5 - ENGINEERING AND DESIGN		32	96	260	16	40	80	524	67,032	59,749	-	-	126,781
5.1	35% PS&E	8	24	100	-	-	-	132	16,314	8,149	-	-	24,463
5.2	65% PS&E	16	40	80	-	-	-	136	18,277	20,451	-	-	38,728
5.3	95% PS&E	4	16	40	16	40	80	196	24,809	20,451	-	-	45,259
5.4	100% PS&E	4	16	40	-	-	-	60	7,632	10,699	-	-	18,331
TASK 6 - MEETING ATTENDANCE/CONFERENCE CALLS		8	48	80	-	-	-	136	17,564	4,138	-	-	21,701
TASK 7 - CONSTRUCTION SUPPORT		6	104	40	-	-	-	150	20,746	8,413	-	-	29,159
7.1	Respond to Requests for Information and Prepare Draft Addenda	4	16	-	-	-	-	20	3,231	4,099	-	-	7,330
7.2	Construction Submittal Reviews	2	16	40	-	-	-	-	7,166	2,936	-	-	10,103
7.3	Project Coordination and Field Meetings	-	72	-	-	-	-	72	10,348	1,377	-	-	11,726
SALARY INCREASES									11,248	11,604	5,072	10,906	38,830
Salary Increases								-	11,248	11,604	5,072	10,906	38,830
REIMBURSABLES									5,351	-	8,519	576	14,446
Reproduction									2,712	-	400	-	3,112
Mileage									2,639	-	819	261	3,719
Tolls									-	-	-	15	15
Misc.									-	-	-	-	-
Overnight Delivery Fee									-	-	100	-	100
Travel for Task 1.5									-	-	1,800	-	1,800
Drill Rig, Lab Analysis and Travel for Task 1.6									-	-	5,400	-	5,400
GPS Utilization									-	-	-	300	300
									\$ 164,118	\$ 163,789	\$ 103,146	\$ 191,740	\$ 622,794

* Indicates Key Staff
** Total Allowance for Salary Increases prorated over all phases

NOTES:

1. Please refer to the Scope of Work for a description of the task items and assumptions.
2. Cost Estimation Worksheets are provided to facilitate estimation of total cost including salary increases for each major phase listed above.
3. Cornerstone may change its labor hours and staff utilization for the subtasks shown above in order to perform the Tasks shown above for the Total Dollars shown.



**Exhibit 10-H1 Cost Proposal
Basic Services**

Page 1 of 3

Actual Cost-Plus-Fixed Fee or lump sum (Firm Fixed Price) Contracts

(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed



Prime Consultant



Subconsultant



2nd Tier Subconsultant

Consultant Cornerstone Structural Engineering Group, Inc.

Project No. _____

Contract No. _____

Date _____

10/15/2019

Project Name: San Mateo County BPMP for 9 Bridges

DIRECT LABOR

Classification/Title	Name	Hours	Range	Actual Hourly Rate	Total
Principal	Todd Goolkasian*	84	65.00 - 80.00	\$ 75.72	\$ 6,360.48
Senior Engineer	Mark Weaver*	366	45.00 - 50.00	\$ 46.73	\$ 17,103.18
Structure Designer		504	30.00 - 40.00	\$ 35.77	\$ 18,028.08
Associate	Shawn Cullers	22	55.00 - 70.00	\$ 57.69	\$ 1,269.18
Project Engineer	Bobby Zermeno	52	40.00 - 50.00	\$ 45.00	\$ 2,340.00
Structure Designer		80	30.00 - 40.00	\$ 35.77	\$ 2,861.60

1,108

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 47,962.52

b) Anticipated Salary Increases

\$ 3,657.14

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)]

\$ 51,619.66

INDIRECT COSTS

d) Fringe Benefits % 77.94%

e) Total Fringe Benefits [(c) x (d)]

\$ 40,232.36

f) Overhead% 40.54%

g) Overhead [(c) x (f)]

\$ 20,926.61

h) General and Administrative% 61.13%

i) Gen & Admin [(c) x (h)]

\$ 31,555.10

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)]

\$ 92,714.08

FIXED FEE

k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee 10%

\$ 14,433.37

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

Description of Item	Quantity	Unit	Unit Cost	Total
Reproduction	1808	sq feet	\$ 1.50	\$ 2,712.00
Mileage	4550	mi	\$ 0.58	\$ 2,639.00

l) TOTAL OTHER DIRECT COSTS

\$ 5,351.00

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

Subconsultant 1: BKF

\$ 163,789.19

Subconsultant 2: WRECO

\$ 103,146.30

Subconsultant 3: WRA

\$ 191,740.28

Subconsultant 4:

\$ -

m) TOTAL SUBCONSULTANTS' COSTS

\$ 458,675.77

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]

\$ 464,026.77

TOTAL COST [(c) + (j) + (k) + (n)]

\$ 622,793.88

NOTES:

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

**Exhibit 10-H1 Cost Proposal
Basic Services**

Page 2 of 3

Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts

(Calculations for Anticipated Salary Increases)

Consultant	Cornerstone Structural Engineering Group, Inc.		
Project No.		Contract No.	
Project Name:	San Mateo County BPMP for 9 Bridges		
		Date	10/15/2019

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

Direct Labor		Total Hours per Cost		Avg Hourly Rate	5 Year Contract Duration
Subtotal per Cost		Proposal			
Proposal					
\$ 47,962.52	/	1,108	=	\$43.29	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation		
Year 1	\$43.29	+	5%	=	\$45.45
Year 2	\$45.45	+	5%	=	\$47.72
Year 3	\$47.72	+	5%	=	\$50.11
Year 4	\$50.11	+	5%	=	\$52.62
					Year 2 Avg Hourly Rate
					Year 3 Avg Hourly Rate
					Year 4 Avg Hourly Rate
					Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	0%	*	1108	=	0	Estimated Hours Year 1
Year 2	50%	*	1108	=	554	Estimated Hours Year 2
Year 3	50%	*	1108	=	554	Estimated Hours Year 3
Year 4	0%	*	1108	=	0	Estimated Hours Year 4
Year 5	0%	*	1108	=	0	Estimated Hours Year 5
Total	100%		Total	=	1108	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$43.29	*	0	= \$	-	Estimated Cost Year 1
Year 2	\$45.45	*	554	= \$	25,180.32	Estimated Cost Year 2
Year 3	\$47.72	*	554	= \$	26,439.34	Estimated Cost Year 3
Year 4	\$50.11	*	0	= \$	-	Estimated Cost Year 4
Year 5	\$52.62	*	0	= \$	-	Estimated Cost Year 5
	Total Direct Labor Cost with Escalation			= \$	51,619.66	
	Direct Labor Subtotal before escalation			= \$	47,962.52	
	Estimated total of Direct Labor Salary Increase			= \$	3,657.14	Transfer to Page 1

NOTES:

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

Exhibit 10-H1
Basic Services

Page 3 of 3

Consultant Cornerstone Structural Engineering Group, Inc.
Project No. _____ Contract No. _____
Project Name: San Mateo County BPMP for 9 Bridges

Date 10/15/2019

Certification of Direct Costs:

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

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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Todd M. Goolkasian

Title*: President

Signature: 

Date of Certification (mm/dd/yyyy): 10/15/2019

Email: tgoolkasian@cseg.com

Phone Number: 559-320-3200

Address: 986 West Alluvial Ave. Ste. 201 Fresno, CA 93711

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

List Services the consultant is providing under the proposed contract:

Structural Engineering Services

Exhibit 10-H1 Cost Proposal
Basic Services
Actual Cost-Plus-Fixed Fee or lump sum (Firm Fixed Price) Contracts

Page 1 of 3

(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

☐

Prime Consultant

☒

Subconsultant

☐

2nd Tier Subconsultant

Consultant BKF Engineers

Project No. _____

Contract No. _____

Date _____

10/10/2019

Project Name: San Mateo County BPMP for 9 Bridges

DIRECT LABOR

Classification/Title	Name	Hours	Range	Actual Hourly Rate	Total
Associate	Jason Mansfield	26		\$ 76.39	\$ 1,986.14
Project Manager	David Jungmann	30		\$ 60.00	\$ 1,800.00
Engineer 3	Cuong Tran	172		\$ 55.50	\$ 9,546.00
Surveyor 2		98		\$ 43.66	\$ 4,278.68
Engineer 2		260		\$ 45.29	\$ 11,775.40
Party Chief		227		\$ 47.14	\$ 10,700.78
Survey Chainman		227		\$ 39.53	\$ 8,973.31

1,040

LABOR COSTS

- a) Subtotal Direct Labor Costs
b) Anticipated Salary Increases

\$ 49,060.31
\$ 3,740.85

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] \$ 52,801.16

INDIRECT COSTS

- d) Fringe Benefits %
f) Overhead%
h) General and Administrative% 182.00%

e) Total Fringe Benefits [(c) x (d)] \$ -
g) Overhead [(c) x (f)] \$ -
i) Gen & Admin [(c) x (h)] \$ 96,098.11

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] \$ 96,098.11

FIXED FEE

k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee 10% \$ 14,889.93

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	0	mi	\$ 0.50	\$ -
Equipment Rental and Supplies	0	ea	\$ 350.00	\$ -
Permit Fees	0	ea	\$ 125.00	\$ -
Plan Sheets	0	sf	\$ 1.00	\$ -
Test	0	ea	\$ 550.00	\$ -

l) TOTAL OTHER DIRECT COSTS \$ -

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

Subconsultant 1:	\$ -
Subconsultant 2:	\$ -
Subconsultant 3:	\$ -
Subconsultant 4:	\$ -

m) TOTAL SUBCONSULTANTS' COSTS \$ -

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

TOTAL COST [(c) + (j) + (k) + (n)] \$ 163,789.19

NOTES:

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

Exhibit 10-H1 Cost Proposal**Basic Services**

Page 2 of 3

Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts

(Calculations for Anticipated Salary Increases)

Consultant BKF Engineers
 Project No. 0 Contract No. 0 Date 10/10/2019
 Project Name: San Mateo County BPMP for 9 Bridges

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

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
\$ 49,060.31 /	1,040	= \$47.17	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$47.17	+	5%	=	\$49.53	Year 2 Avg Hourly Rate
Year 2	\$49.53	+	5%	=	\$52.01	Year 3 Avg Hourly Rate
Year 3	\$52.01	+	5%	=	\$54.61	Year 4 Avg Hourly Rate
Year 4	\$54.61	+	5%	=	\$57.34	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	0%	*	1040	=	0	Estimated Hours Year 1
Year 2	50%	*	1040	=	520	Estimated Hours Year 2
Year 3	50%	*	1040	=	520	Estimated Hours Year 3
Year 4	0%	*	1040	=	0	Estimated Hours Year 4
Year 5	0%	*	1040	=	0	Estimated Hours Year 5
Total	100%		Total	=	1040	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$47.17	*	0	= \$	-	Estimated Cost Year 1
Year 2	\$49.53	*	520	= \$	25,756.66	Estimated Cost Year 2
Year 3	\$52.01	*	520	= \$	27,044.50	Estimated Cost Year 3
Year 4	\$54.61	*	0	= \$	-	Estimated Cost Year 4
Year 5	\$57.34	*	0	= \$	-	Estimated Cost Year 5
Total Direct Labor Cost with Escalation				= \$	52,801.16	
Direct Labor Subtotal before escalation				= \$	49,060.31	
Estimated total of Direct Labor Salary Increase				= \$	3,740.85	Transfer to Page 1

NOTES:

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

EXHIBIT B

Exhibit 10-H

Page 3 of 3

BASIC SERVICES

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual,

1. Generally Accepted Accounting Principles (GAAP)

2. Terms and conditions of the contract

3. Title 23 United States Code Section 112 - Letting of Contracts

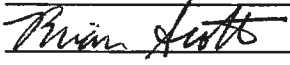
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures

5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related

6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Brian Scott Title: Vice President
Signature:  Date of Certification (mm/dd/yyyy): 10/10/2019
Email: bscott@bkf.com Phone Number: 650-482-6300
Address: 255 Shoreline Drive, Suite 200, Redwood City, CA 94065

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

List Services the consultant is providing under the proposed contract:

See Scope of Services

Exhibit 10-H1 Cost Proposal

Basic Services

Page 1 of 3

Actual Cost-Plus-Fixed Fee or lump sum (Firm Fixed Price) Contracts

(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

☐

Prime Consultant

☒

Subconsultant

☐

2nd Tier Subconsultant

Consultant WRECO

Project No.

Contract No.

Date

10/11/2019

Project Name:

San Mateo County BPMP for 9 Bridges

DIRECT LABOR

Classification/Title	Name	Hours	Range	Actual Hourly Rate	Total
Principal Engineer		12	65.00 - 80.00	\$ 97.86	\$ 1,174.32
Supervising Engineer		54	65.00 - 80.00	\$ 71.02	\$ 3,835.08
Senior Geologist		34	40.00 - 75.00	\$ 64.36	\$ 2,188.24
Senior Engineer		134	40.00 - 75.00	\$ 67.82	\$ 9,087.88
Associate Engineer		156	35.00 - 50.00	\$ 46.25	\$ 7,215.00
Staff Engineer		240	20.00 - 40.00	\$ 35.00	\$ 8,400.00
Senior Technician		64	15.00 - 30.00	\$ 31.51	\$ 2,016.64
Tech Editor		11	65.00 - 80.00	\$ 29.00	\$ 319.00

705

LABOR COSTS

- a) Subtotal Direct Labor Costs
b) Anticipated Salary Increases

\$ 34,236.16
\$ 1,939.14

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 36,175.30

INDIRECT COSTS

- d) Fringe Benefits % 70.36%
f) Overhead% 32.32%
h) General and Administrative% 35.12%

e) Total Fringe Benefits [(c) x (d)] \$ 25,452.94
g) Overhead [(c) x (f)] \$ 11,691.86
i) Gen & Admin [(c) x (h)] \$ 12,704.76

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 49,849.56

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10% \$ 8,602.49

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage and per diem	1412	mi	\$ 0.58	\$ 818.96
Reproduction and Misc	4	copies	\$ 100.00	\$ 400.00
Overnight Delivery Fee	4	deliveries	\$ 25.00	\$ 100.00
Travel for Task 1.5	1	LS	\$ 1,800.00	\$ 1,800.00
Drill Rig Lab Analysis and Travel for Task 1.6	1	LS	\$ 5,400.00	\$ 5,400.00

l) TOTAL OTHER DIRECT COSTS \$ 8,518.96

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

Subconsultant 1:	\$ -
Subconsultant 2:	\$ -
Subconsultant 3:	\$ -
Subconsultant 4:	\$ -

m) TOTAL SUBCONSULTANTS' COSTS \$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 8,518.96

TOTAL COST [(c) + (j) + (k) + (n)] \$ 103,146.30

NOTES:

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

Exhibit 10-H1 Cost Proposal**Basic Services**

Page 2 of 3

Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts

(Calculations for Anticipated Salary Increases)

Consultant WRECO
 Project No. _____ Contract No. _____ Date 10/11/2019
 Project Name: San Mateo County BPMP for 9 Bridges

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

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
\$ 34,236.16 /	705 =	\$48.56	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$48.56	+	4%	=	\$50.50	Year 2 Avg Hourly Rate
Year 2	\$50.50	+	4%	=	\$52.52	Year 3 Avg Hourly Rate
Year 3	\$52.52	+	4%	=	\$54.63	Year 4 Avg Hourly Rate
Year 4	\$54.63	+	4%	=	\$56.81	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	0%	*	705	=	0	Estimated Hours Year 1
Year 2	60%	*	705	=	423	Estimated Hours Year 2
Year 3	40%	*	705	=	282	Estimated Hours Year 3
Year 4	0%	*	705	=	0	Estimated Hours Year 4
Year 5	0%	*	705	=	0	Estimated Hours Year 5
Total	<u>100%</u>		Total	=	<u>705</u>	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$48.56	*	0	= \$	-	Estimated Cost Year 1
Year 2	\$50.50	*	423	= \$	21,363.36	Estimated Cost Year 2
Year 3	\$52.52	*	282	= \$	14,811.93	Estimated Cost Year 3
Year 4	\$54.63	*	0	= \$	-	Estimated Cost Year 4
Year 5	\$56.81	*	0	= \$	-	Estimated Cost Year 5
Total Direct Labor Cost with Escalation				= \$	36,175.30	
Direct Labor Subtotal before escalation				= \$	34,236.16	
Estimated total of Direct Labor Salary Increase				= \$	1,939.14	Transfer to Page 1

NOTES:

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

EXHIBIT B

Exhibit 10-H

Page 3 of 3

BASIC SERVICES


Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual,

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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Han-Bin Liang Title: President
Signature:  Date of Certification (mm/dd/yyyy): 10/11/2019
Email: hanbin_liang@wreco.com Phone Number (925) 941-0017
Address: 1243 Alpine Rd., STE 108, Walnut Creek, CA 94596

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

List Services the consultant is providing under the proposed contract:

Hydrologic/Hydraulic and Geotechnical Engineering Services

Exhibit 10-H1 Cost Proposal
Basic Services
Actual Cost-Plus-Fixed Fee or lump sum (Firm Fixed Price) Contracts
 (Design, Engineering and Environmental Studies)

Page 1 of 3

Note: Mark-ups are Not Allowed

☐

Prime Consultant

☒

Subconsultant

☐

2nd Tier Subconsultant

Consultant WRA

Project No. _____

Contract No. _____

Date _____

10/14/2019

Project Name: San Mateo County BPMP for 9 Bridges

DIRECT LABOR

Classification/Title	Name	Hours	Range	Actual Hourly Rate	Total
Principal	Leslie Lazarotti	86	65.00 - 80.00	\$ 69.00	\$ 5,934.00
Senior Associate	John Baas	72	45.00 - 60.00	\$ 69.00	\$ 4,968.00
Senior Regulatory Specialist	Tricia Valcarcel	92	45.00 - 60.00	\$ 52.50	\$ 4,830.00
Wildlife Biologist	Rob Schell	24	40.00 - 55.00	\$ 55.24	\$ 1,325.76
Fisheries Biologist	Nick Brinton	64	35.00 - 45.00	\$ 34.88	\$ 2,232.32
Scientist		516	30.00 - 40.00	\$ 38.27	\$ 19,747.32
Senior Technician		324	30.00 - 40.00	\$ 28.85	\$ 9,347.40
GIS Professional		176	65.00 - 80.00	\$ 43.32	\$ 7,624.32

1,354

LABOR COSTS

- a) Subtotal Direct Labor Costs
 b) Anticipated Salary Increases

\$ 56,009.12
 \$ 3,388.55

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] \$ 59,397.67

INDIRECT COSTS

- d) Fringe Benefits % 75.62%
 f) Overhead% 0.00%
 h) General and Administrative% 116.96%

e) Total Fringe Benefits [(c) x (d)] \$ 44,916.52
 g) Overhead [(c) x (f)] \$ -
 i) Gen & Admin [(c) x (h)] \$ 69,471.52

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] \$ 114,388.04

FIXED FEE

k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee 10% \$ 17,378.57

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

Description of Item	Quantity	Unit	Unit Cost	Total
GPS Utilization	3	days	\$ 100.00	\$ 300.00
Mileage	450	mi	\$ 0.58	\$ 261.00
Tolls	3	Xings	\$ 5.00	\$ 15.00
				\$ -
				\$ -

l) TOTAL OTHER DIRECT COSTS \$ 576.00

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

Subconsultant 1:	\$ -
Subconsultant 2:	\$ -
Subconsultant 3:	\$ -
Subconsultant 4:	\$ -

m) TOTAL SUBCONSULTANTS' COSTS \$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 576.00

TOTAL COST [(c) + (j) + (k) + (n)] \$ 191,740.28

NOTES:

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

Exhibit 10-H1 Cost Proposal**Basic Services**

Page 2 of 3

Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts

(Calculations for Anticipated Salary Increases)

Consultant WRA
 Project No. _____ Contract No. _____ Date 10/14/2019
 Project Name: San Mateo County BPMP for 9 Bridges

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

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
\$ 56,009.12 /	1,354 =	\$41.37	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$41.37	+	5%	=	\$43.43	Year 2 Avg Hourly Rate
Year 2	\$43.43	+	5%	=	\$45.61	Year 3 Avg Hourly Rate
Year 3	\$45.61	+	5%	=	\$47.89	Year 4 Avg Hourly Rate
Year 4	\$47.89	+	5%	=	\$50.28	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	0%	*	1354	=	0	Estimated Hours Year 1
Year 2	80%	*	1354	=	1083	Estimated Hours Year 2
Year 3	20%	*	1354	=	271	Estimated Hours Year 3
Year 4	0%	*	1354	=	0	Estimated Hours Year 4
Year 5	0%	*	1354	=	0	Estimated Hours Year 5
Total	100%		Total	=	1354	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$41.37	*	0	= \$	-	Estimated Cost Year 1
Year 2	\$43.43	*	1083	= \$	47,047.66	Estimated Cost Year 2
Year 3	\$45.61	*	271	= \$	12,350.01	Estimated Cost Year 3
Year 4	\$47.89	*	0	= \$	-	Estimated Cost Year 4
Year 5	\$50.28	*	0	= \$	-	Estimated Cost Year 5
Total Direct Labor Cost with Escalation				= \$	59,397.67	
Direct Labor Subtotal before escalation				= \$	56,009.12	
Estimated total of Direct Labor Salary Increase				= \$	3,388.55	Transfer to Page 1

NOTES:

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

**Exhibit 10-H1
Basic Services**

Page 3 of 3

Consultant WRA
Project No. 0 Contract No. 0 Date 10/14/2019
Project Name: San Mateo County BPMP for 9 Bridges

Certification of Direct Costs:

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


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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Geoff Smick Title*: President

Signature:  Date of Certification (mm/dd/yyyy) 10/14/2019

Email: smick@wra-ca.com Phone Number: 415-454-8868

Address: 2169-g East Francisco Blvd, San Rafael, California, 94901

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

List Services the consultant is providing under the proposed contract:

See Scope of Services

EXHIBIT B
SAN MATEO COUNTY
San Mateo BPMP - Optional Services Cost Estimation Worksheet
October 15, 2019

		Design Team									Subconsultants	
		Todd Goolkasian*	Mark Weaver*	-	Shawn Cullers*	Bobby Zermeno*	-	Total	Total	BKF	WRECO	Total Fee
		Principal	Senior Engineer	Structure Designer	Associate	Project Engineer	Structure Designer	Hours	Dollars			
Rate		\$ 232.89	\$ 143.73	\$ 110.02	\$ 177.44	\$ 138.41	\$ 110.02					
OPTIONAL TASK 1.2.3		2	4	0	0	0	0	6	\$ 1,041	65,438	-	66,479
1.2.3	Survey Cross Sections for Hydraulic Modeling	2	4	-	-	-	-	6	\$ 1,041	\$ 65,438	-	66,479
Other Direct Costs									\$ -	\$ -	-	-
OPTIONAL TASK 1.7		2	4	8	0	0	0	14	\$ 1,921	-	8,673	10,594
1.7	Preliminary Foundation Report	2	4	8	-	-	-	14	\$ 1,921		8,673	10,594
Other Direct Costs									\$ -		-	-
OPTIONAL TASK 1.8		2	4	0	1	2	0	9	\$ 1,495	-	43,861	45,356
1.8	Coring and Petrographic Analysis	2	4	-	1	2	-	9	\$ 1,495		18,661	20,156
Other Direct Costs									\$ -		25,200	25,200
SALARY INCREASES									45	3,272	1,548	4,864
	Salary Increases								45	3,272	1,548	4,864
								TOTAL FEE FOR OPTIONAL SERVICES		\$	127,294	

* Indicates Key Staff
** Total Allowance for Salary Increases prorated over all phases

- NOTES:
- 1. Please refer to the Scope of Work for a description of the task items and assumptions.
 - 2. Cost Estimation Worksheets are provided to facilitate estimation of total cost including salary increases for each major phase listed above.
 - 3. Cornerstone may change its labor hours and staff utilization for the subtasks shown above in order to perform the Tasks shown above for the Total Dollars shown.

**Exhibit 10-H1 Cost Proposal
Optional Services**

Page 1 of 3

Actual Cost-Plus-Fixed Fee or lump sum (Firm Fixed Price) Contracts

(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed



Prime Consultant



Subconsultant



2nd Tier Subconsultant

Consultant Cornerstone Structural Engineering Group, Inc.

Project No. _____ Contract No. _____

Date 10/15/2019

Project Name: San Mateo County BPMP for 9 Bridges

DIRECT LABOR

Classification/Title	Name	Hours	Range	Actual Hourly Rate	Total
Principal	Todd Goolkasian*	6	65.00 - 80.00	\$ 75.72	\$ 454.32
Senior Engineer	Mark Weaver*	12	45.00 - 50.00	\$ 46.73	\$ 560.76
Structure Designer		8	30.00 - 40.00	\$ 35.77	\$ 286.16
Associate	Shawn Cullers	1	55.00 - 70.00	\$ 57.69	\$ 57.69
Project Engineer	Bobby Zermeno	2	40.00 - 50.00	\$ 45.00	\$ 90.00
Structure Designer		0	30.00 - 40.00	\$ 35.77	\$ -

29

LABOR COSTS

- a) Subtotal Direct Labor Costs
b) Anticipated Salary Increases

\$ 1,448.93
\$ 14.49

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] \$ 1,463.42

INDIRECT COSTS

- d) Fringe Benefits % 77.94%
f) Overhead% 40.54%
h) General and Administrative% 61.13%

e) Total Fringe Benefits [(c) x (d)] \$ 1,140.59
g) Overhead [(c) x (f)] \$ 593.27
i) Gen & Admin [(c) x (h)] \$ 894.59

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] \$ 2,628.45

FIXED FEE

k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee 10% \$ 409.19

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

Description of Item	Quantity	Unit	Unit Cost	Total
Reproduction				
Mileage				

l) **TOTAL OTHER DIRECT COSTS** \$ -

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

Subconsultant 1: BKF	\$ 68,709.96
Subconsultant 2: WRECO	\$ 54,083.04
Subconsultant 3:	\$ -
Subconsultant 4:	\$ -

m) **TOTAL SUBCONSULTANTS' COSTS** \$ 122,793.00

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l)+(m)] \$ 122,793.00

TOTAL COST [(c) + (j) + (k) + (n)] \$ 127,294.05

NOTES:

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

**Exhibit 10-H1 Cost Proposal
Optional Services**

Page 2 of 3

Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts

(Calculations for Anticipated Salary Increases)

Consultant	Cornerstone Structural Engineering Group, Inc.		
Project No.		Contract No.	
Project Name:	San Mateo County BPMP for 9 Bridges		
Date	10/15/2019		

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

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
\$ 1,448.93 /	29	= \$49.96	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation		
Year 1	\$49.96	+	5%	=	\$52.46
Year 2	\$52.46	+	5%	=	\$55.08
Year 3	\$55.08	+	5%	=	\$57.84
Year 4	\$57.84	+	5%	=	\$60.73
					Year 2 Avg Hourly Rate
					Year 3 Avg Hourly Rate
					Year 4 Avg Hourly Rate
					Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	80%	*	29	=	23	Estimated Hours Year 1
Year 2	20%	*	29	=	6	Estimated Hours Year 2
Year 3	0%	*	29	=	0	Estimated Hours Year 3
Year 4	0%	*	29	=	0	Estimated Hours Year 4
Year 5	0%	*	29	=	0	Estimated Hours Year 5
Total	100%		Total	=	29	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$49.96	*	23	= \$	1,159.14	Estimated Cost Year 1
Year 2	\$52.46	*	6	= \$	304.28	Estimated Cost Year 2
Year 3	\$55.08	*	0	= \$	-	Estimated Cost Year 3
Year 4	\$57.84	*	0	= \$	-	Estimated Cost Year 4
Year 5	\$60.73	*	0	= \$	-	Estimated Cost Year 5
Total Direct Labor Cost with Escalation				= \$	1,463.42	
Direct Labor Subtotal before escalation				= \$	1,448.93	
Estimated total of Direct Labor Salary Increase				= \$	14.49	Transfer to Page 1

NOTES:

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

**Exhibit 10-H1
Optional Services**

Page 3 of 3

Consultant Cornerstone Structural Engineering Group, Inc.
Project No. _____ Contract No. _____
Project Name: San Mateo County BPMP for 9 Bridges

Date 10/15/2019

Certification of Direct Costs:

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

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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Todd M. Goolkasian

Title*: President

Signature: 

Date of Certification (mm/dd/yyyy): 10/15/2019

Email: tgoolkasian@cseg.com

Phone Number: 559-320-3200

Address: 986 West Alluvial Ave. Ste. 201 Fresno, CA 93711

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

List Services the consultant is providing under the proposed contract:

Structural Engineering Services

Exhibit 10-H1 Cost Proposal
Optional Services
Actual Cost-Plus-Fixed Fee or lump sum (Firm Fixed Price) Contracts
 (Design, Engineering and Environmental Studies)

Page 1 of 3

Note: Mark-ups are Not Allowed

☐

Prime Consultant

☒

Subconsultant

☐

2nd Tier Subconsultant

Consultant BKF Engineers

Project No. _____

Contract No. _____

Date _____

10/10/2019

Project Name: San Mateo County BPMP for 9 Bridges

DIRECT LABOR

Classification/Title	Name	Hours	Range	Actual Hourly Rate	Total
Associate	Jason Mansfield			\$ 76.39	\$ -
Project Manager	David Jungmann	2		\$ 60.00	\$ 120.00
Engineer 3	Cuong Tran			\$ 55.50	\$ -
Surveyor 2		4		\$ 43.66	\$ 174.64
Engineer 2				\$ 45.29	\$ -
Party Chief		240		\$ 47.14	\$ 11,313.60
Survey Chainman		240		\$ 39.53	\$ 9,487.20

486

LABOR COSTS

- a) Subtotal Direct Labor Costs
 b) Anticipated Salary Increases

\$ 21,095.44
 \$ 1,054.77

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] \$ 22,150.21

INDIRECT COSTS

- d) Fringe Benefits %
 f) Overhead%
 h) General and Administrative% 182.00%

e) Total Fringe Benefits [(c) x (d)] \$ -
 g) Overhead [(c) x (f)] \$ -
 i) Gen & Admin [(c) x (h)] \$ 40,313.39

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] \$ 40,313.39

FIXED FEE

k) **TOTAL FIXED FEE** [(c) + (j) x fixed fee 10%] \$ 6,246.36

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	0	mi	\$ 0.50	\$ -
Equipment Rental and Supplies	0	ea	\$ 350.00	\$ -
Permit Fees	0	ea	\$ 125.00	\$ -
Plan Sheets	0	sf	\$ 1.00	\$ -
Test	0	ea	\$ 550.00	\$ -

l) **TOTAL OTHER DIRECT COSTS** \$ -

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

Subconsultant 1:	\$ -
Subconsultant 2:	\$ -
Subconsultant 3:	\$ -
Subconsultant 4:	\$ -

m) **TOTAL SUBCONSULTANTS' COSTS** \$ -

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l)+(m)] \$ -

TOTAL COST [(c) + (j) + (k) + (n)] \$ 68,709.96 ✓

NOTES:

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

Exhibit 10-H1 Cost Proposal
Optional Services
Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts

Page 2 of 3

(Calculations for Anticipated Salary Increases)

Consultant	BKF Engineers		
Project No.	0	Contract No.	0
Project Name:	San Mateo County BPMP for 9 Bridges		
		Date	10/10/2019

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

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	
\$ 21,095.44	/	486	=	\$43.41	5 Year Contract Duration
					Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation		
Year 1	\$43.41	+	5%	=	\$45.58
Year 2	\$45.58	+	5%	=	\$47.86
Year 3	\$47.86	+	5%	=	\$50.25
Year 4	\$50.25	+	5%	=	\$52.76
					Year 2 Avg Hourly Rate
					Year 3 Avg Hourly Rate
					Year 4 Avg Hourly Rate
					Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	0%	*	486	=	0	Estimated Hours Year 1
Year 2	100%	*	486	=	486	Estimated Hours Year 2
Year 3	0%	*	486	=	0	Estimated Hours Year 3
Year 4	0%	*	486	=	0	Estimated Hours Year 4
Year 5	0%	*	486	=	0	Estimated Hours Year 5
Total	100%		Total	=	486	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$43.41	*	0	= \$	-	Estimated Cost Year 1
Year 2	\$45.58	*	486	= \$	22,150.21	Estimated Cost Year 2
Year 3	\$47.86	*	0	= \$	-	Estimated Cost Year 3
Year 4	\$50.25	*	0	= \$	-	Estimated Cost Year 4
Year 5	\$52.76	*	0	= \$	-	Estimated Cost Year 5
Total Direct Labor Cost with Escalation				= \$	22,150.21	
Direct Labor Subtotal before escalation				= \$	21,095.44	
Estimated total of Direct Labor Salary Increase				= \$	1,054.77	Transfer to Page 1

NOTES:

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

EXHIBIT B

Exhibit 10-H

Page 3 of 3

OPTIONAL SERVICES

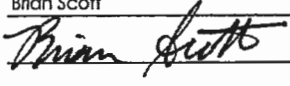
Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual,

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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Brian Scott Title: Vice President
Signature:  Date of Certification (mm/dd/yyyy): 10/10/2019
Email: bscott@bkf.com Phone Number: 650-482-6300
Address: 255 Shoreline Drive, Suite 200, Redwood City, CA 94065

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

List Services the consultant is providing under the proposed contract:

See Scope of Services

**Exhibit 10-H1 Cost Proposal
Optional Services**

Page 1 of 3

Actual Cost-Plus-Fixed Fee or lump sum (Firm Fixed Price) Contracts

(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

☐

Prime Consultant

☒

Subconsultant

☐

2nd Tier Subconsultant

Consultant WRECO

Project No. _____

Contract No. _____

Date _____

10/11/2019

Project Name: San Mateo County BPMP for 9 Bridges

DIRECT LABOR

Classification/Title	Name	Hours	Range	Actual Hourly Rate	Total
Principal Engineer		4	N/A	\$ 97.86	\$ 391.44
Supervising Engineer		20	65.00 - 80.00	\$ 71.02	\$ 1,420.40
Senior Geologist		64	40.00 - 55.00	\$ 64.36	\$ 4,119.04
Senior Engineer		0	40.00 - 75.00	\$ 67.82	\$ -
Associate Engineer		0	35.00 - 50.00	\$ 46.25	\$ -
Staff Engineer		120	20.00 - 40.00	\$ 35.00	\$ 4,200.00
Tech Editor		11	15.00 - 30.00	\$ 29.00	\$ 319.00

219

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 10,449.88

b) Anticipated Salary Increases

\$ 591.88

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)]

\$ 11,041.76

INDIRECT COSTS

d) Fringe Benefits %

70.36%

e) Total Fringe Benefits [(c) x (d)]

\$ 7,768.98

f) Overhead%

32.32%

g) Overhead [(c) x (f)]

\$ 3,568.70

h) General and Administrative%

35.12%

i) Gen & Admin [(c) x (h)]

\$ 3,877.87

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)]

\$ 15,215.55

FIXED FEE

k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee 10%

\$ 2,625.73

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage and per diem	3103	mi	\$ 0.58	\$ 1,800.00
Reproduction and Misc	0	copies	\$ 100.00	\$ -
Overnight Delivery Fee	0	deliveries	\$ 25.00	\$ -
Concrete Coring	9	Site	\$ 1,200.00	\$ 10,800.00
Concrete Petrography	9	Site	\$ 1,400.00	\$ 12,600.00

l) TOTAL OTHER DIRECT COSTS

\$ 25,200.00

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

Subconsultant 1:

\$ -

Subconsultant 2:

\$ -

Subconsultant 3:

\$ -

Subconsultant 4:

\$ -

m) TOTAL SUBCONSULTANTS' COSTS

\$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]

\$ 25,200.00

TOTAL COST [(c) + (j) + (k) + (n)]

\$ 54,083.04 ✓

NOTES:

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

Exhibit 10-H1 Cost Proposal
Optional Services
Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts
(Calculations for Anticipated Salary Increases)

Page 2 of 3

Consultant WRECO
Project No. _____ Contract No. _____ Date 10/11/2019
Project Name: San Mateo County BPMP for 9 Bridges

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

Direct Labor		Total Hours per Cost		Avg Hourly Rate	
<u>Subtotal</u> per Cost		Proposal			5 Year Contract Duration
Proposal					
\$ 10,449.88	/	219	=	\$47.72	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation		
Year 1	\$47.72	+	4%	=	\$49.63
Year 2	\$49.63	+	4%	=	\$51.61
Year 3	\$51.61	+	4%	=	\$53.67
Year 4	\$53.67	+	4%	=	\$55.82
					Year 2 Avg Hourly Rate
					Year 3 Avg Hourly Rate
					Year 4 Avg Hourly Rate
					Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	0%	*	219	=	0	Estimated Hours Year 1
Year 2	60%	*	219	=	131	Estimated Hours Year 2
Year 3	40%	*	219	=	88	Estimated Hours Year 3
Year 4	0%	*	219	=	0	Estimated Hours Year 4
Year 5	0%	*	219	=	0	Estimated Hours Year 5
Total	<u>100%</u>		Total	=	<u>219</u>	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$47.72	*	0	= \$	-	Estimated Cost Year 1
Year 2	\$49.63	*	131	= \$	6,520.73	Estimated Cost Year 2
Year 3	\$51.61	*	88	= \$	4,521.04	Estimated Cost Year 3
Year 4	\$53.67	*	0	= \$	-	Estimated Cost Year 4
Year 5	\$55.82	*	0	= \$	-	Estimated Cost Year 5
	Total Direct Labor Cost with Escalation			= \$	11,041.76	
	Direct Labor Subtotal before escalation			= \$	10,449.88	
	Estimated total of Direct Labor Salary Increase			= \$	591.88	Transfer to Page 1

NOTES:

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

EXHIBIT B

Exhibit 10-H

Page 3 of 3

OPTIONAL SERVICES


Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual,

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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Han-Bin Liang Title: President
Signature:  Date of Certification (mm/dd/yyyy): 10/11/2019
Email: hanbin_liang@wreco.com Phone Number (925) 941-0017
Address: 1243 Alpine Rd., STE 108, Walnut Creek, CA 94596

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

List Services the consultant is providing under the proposed contract:

Geotechnical Services

Exhibit 10-S Consultant Performance Evaluation

1. PROJECT DATA				2. CONSULTANT DATA			
1a.	Project (include title, location, and Activity/CIP No.)	2a.	Consultant Name and Address				
1b.	Brief Description of Project (design, study, etc.)	2b.	Consultant's Manager				
1c.	Budget Cost for Project: \$ _____	2c.	Phone: _____				
3. AGENCY DEPARTMENT/SECTION RESPONSIBLE							
3a.	Department (include section and division)	3b.	Agency Project Manager (name & phone)				
4. CONTRACT DATA (Engineering Services)							
4a.	Contract No.: _____	Termination date: _____	Base Fee: \$ _____				
	Agreement date: _____	Date terminated: _____	Contingency: \$ _____				
4b.	Amendment \$ _____ / # _____ (Total Value) (Initiated by Agency)	\$ _____ / # _____ (Total Value) (Initiated by Agency)					
4c.	Change Order \$ _____ / # _____ (Total Value) (Initiated by Agency)	\$ _____ / # _____ (Total Value) (Initiated by Agency)					
4d.	Total Fee per Agreement (4a. + 4b. + 4c.) \$ _____ (Do not include Contingency Listed in 4a.)		Total Fee Paid \$ _____				
4e.	Type of Services (Design, study, etc.)	4f. Historical Record of Key Submittal Dates (enter date or n/a if not applicable)					
		Preliminary	30%				
	Per Agreement		70%				
	Delivery Date		90%				
	Acceptance Date		100%				
			Final				
4g.	Notice To Proceed _____ (date)	4j. Reasons for Change Orders: (Indicate total for each reason)					
		Errors/Omissions \$ _____	% of Base Fee _____				
		Unforeseen Conditions \$ _____	% of Base Fee _____				
4h.	Number of Days _____ (number)	Changed Scope \$ _____	% of Base Fee _____				
		Changed Quantities \$ _____	% of Base Fee _____				
4i.	Actual Number of Days _____ (number)	Program Task Options \$ _____	% of Base Fee _____				
5.OVERALL RATING (Complete Section II on reverse, include comments as appropriate.)							
		Outstanding	Above Average				
		Average	Below Average				
		Poor	N/A				
5a.	Plans/Specifications accuracy						
5b.	Consistency with budget						
5c.	Responsiveness to Agency Staff						
5d.	Overall Rating						
6. AUTHORIZING SIGNATURES							
6a.	Agency Design Team Leader _____	Date: _____					
6b.	Agency Project Manager _____	Date: _____					
6c.	Agency Public Works Manager _____	Date: _____					
6d.	Consultant Representative _____	Date: _____					

See Reverse Side

Consultant Performance Evaluation


PLANS/SPECIFICATIONS ACCURACY	Outstanding	Above Avg.	Avg.	Below Avg.	Poor	N/A	Responsiveness To Staff	Outstanding	Above Avg.	Avg.	Below Avg.	Poor	N/A
Plans Specifications clear and concise							Timely Responses						
Plans/Specs Coordination							Attitude toward Client and review bodies						
Plans/Specs properly formatted							Follows directions and Chain of responsibility						
Code Requirements covered							Work product delivered on time						
Adhered to Agency Standard Drawings/Specs							Timeliness in notifying Agency of major problems						
Drawings reflect existing conditions							Resolution of field Problems						
As-Built Drawings							Consistency with budget						
Quality Design							Reasonable Agreement negotiation						
Change Orders due to design deficiencies are minimized							Adherence to fee schedule						
							Adherence to project Budget						

Section III		EXPLANATIONS AND SUPPLEMENTAL INFORMATION	
(Attach additional documentation as needed)			
Item _____:	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div>		
Item _____:	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div>		
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Item _____:	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div>		
Item _____:	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div>		

*Indicates supporting documentation attached.

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: County of San Mateo 2. Contract DBE Goal: 10%
 3. Project Description: Bridge Preventative Maintenance Project - Phase II in the Unincorporated Areas of San Mateo County
 4. Project Location: San Mateo County, CA
 5. Consultant's Name: Cornerstone Structural Engineering Group, Inc. 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: \$750,088
 8. Total Dollar Amount for ALL Subconsultants: \$463,495 9. Total Number of ALL Subconsultants: 3

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Hydraulics	30066	Wreco, 1243 Alpine Road Suite 108, Walnut Creek, CA 94596	\$104,694
Local Agency to Complete this Section			
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
23. Local Agency Representative's Signature _____ 24. Date _____ 25. Local Agency Representative's Name _____ 26. Phone _____ 27. Local Agency Representative's Title _____			
14. TOTAL CLAIMED DBE PARTICIPATION \$ 104,694 12 %			
IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  15. Preparer's Signature _____ Todd M. Goolkasian 17. Preparer's Name _____ President 19. Preparer's Title _____			12/20/19 16. Date _____ (559) 320-3200 18. Phone _____

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

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

Final Report-Utilization of Disadvantaged Business Enterprises (DBE) and First-Tier Subcontractors**EXHIBIT 17-F FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS**

1. Local Agency Contract Number		2. Federal-Aid Project Number		3. Local Agency		4. Contract Completion Date	
5. Contractor/Consultant			6. Business Address			7. Final Contract Amount	
8. Contract Item Number	9. Description of Work, Service, or Materials Supplied	10. Company Name and Business Address	11. DBE Certification Number	12. Contract Payments		13. Date Work Completed	14. Date of Final Payment
				Non-DBE	DBE		
15. ORIGINAL DBE COMMITMENT AMOUNT \$ _____				16. TOTAL			

List all first-tier subcontractors/subconsultants and DBEs regardless of tier whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

17. Contractor/Consultant Representative's Signature		18. Contractor/Consultant Representative's Name		19. Phone		20. Date	
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED							
21. Local Agency Representative's Signature		22. Local Agency Representative's Name		23. Phone		24. Date	

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 10. Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
- 12. Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
- 13. Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
- 14. Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
- 15. Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
- 16. Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
- 17. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 18. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 19. Phone** - Enter the area code and telephone number of the person signing the form.
- 20. Date** - Enter the date the form is signed by the contractor's preparer.
- 21. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 23. Phone** - Enter the area code and telephone number of the person signing the form.
- 24. Date** - Enter the date the form is signed by the Local Agency Representative.

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

- ☐ a. contract
☐ b. grant
☐ c. cooperative agreement
☐ d. loan
☐ e. loan guarantee
☐ f. loan insurance

2. Status of Federal Action:

- ☐ a. bid/offer/application
☐ b. initial award
☐ c. post-award

3. Report Type:

- ☐ a. initial
☐ b. material change

For Material Change Only:

year _____ quarter _____
 date of last report _____

4. Name and Address of Reporting Entity

- ☐ Prime ☐ Subawardee
 Tier _____, if known

Congressional District, if known

6. Federal Department/Agency:

5. If Reporting Entity in No. 4 is Subawardee,
Enter Name and Address of Prime:

Congressional District, if known

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)11. Individuals Performing Services
(Including address if different from No. 10)
(Last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

\$ _____ ☐ actual ☐ planned

14. Type of Payment (check all that apply)

13. Form of Payment (check all that apply)

- ☒ a. cash
☐ b. in-kind; specify: nature _____
 value _____

- ☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e. deferred
☐ f. other, specify _____

15. Brief Description of Services performed or to be performed and Date(s) of Service, including
officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet attached:

Yes ☐ No ☐

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the _____ above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: Todd GoolkasianPrint Name: Todd GoolkasianTitle: PresidentTelephone No.: 559-320-3200 Date: 12/20/2019

Federal Use Only:

Authorized for Local Reproduction

Standard Form - LLL

Standard Form LLL Rev. 04-28-06

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- ☐ a. Employs fewer than 15 persons.
- ☒ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person: **Mark A. Weaver**

Name of Contractor(s): **Cornerstone Structural Engineering Group, Inc.**

Street Address or P.O. Box: **986 W. Alluvial Ave., Suite 201**

City, State, Zip Code: **Fresno, CA, 93711**

I certify that the above information is complete and correct to the best of my knowledge

Signature:

Title of Authorized Official: **President**

Date:

1/9/2020

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

Attachment IP

Intellectual Property Rights

1. The County of San Mateo ("County"), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively "Vendors") for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. "Work Products" are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Contractor shall not dispute or contest, directly or indirectly, the County's exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County's titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be "work-made-for-hire" or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County's titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.
6. Contractor agrees that before commencement of any subcontract work it will incorporate this **ATTACHMENT IP** to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County's titles, rights, and interests in Work Products are preserved and protected as intended herein.