

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: February 18, 2020	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
DEPARTMENT: Public Works and Transportation APPROVING PARTY: Tim H. Beals, Director PHONE NUMBER: 530-289-3201	

AGENDA ITEM: Professional Services Agreement with Flaherty Engineering Inc. for construction management services related to the storm damage repair projects on Mountain House Road and Ridge Road.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other
Proposal for Construction Management Services

BACKGROUND INFORMATION: The Board of Supervisors authorized issuance of a Request for Proposals for the referenced construction management/materials testing work for the multiple storm damage sites. Proposals were due on January 9, 2020 and no proposals were received. The RFP was re-issued and one proposal was received. The required evaluation process was conducted, and it was determined to enter into negotiations with Flaherty Engineering, Inc. for the construction management, inspection and materials testing for the referenced storm damage projects. The selection process has been conducted in accordance with the consultant selection processes required by the Federal Highway Administration. As of the agenda submittal date a contract price has not been finalized, therefore, the agreement provided with the board agenda submittal is not yet complete. A completed version with the compensation included will be provided before or at the Board Meeting of February 18, 2020.

FUNDING SOURCE: FHWA ER Funds/Local Match
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$275,000 is the estimate for CM/ agreement amount is yet to be determined N/A

ARE ADDITIONAL PERSONNEL REQUIRED? <input type="checkbox"/> Yes, -- -- <input checked="" type="checkbox"/> No	IS THIS ITEM ALLOCATED IN THE BUDGET? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No IS A BUDGET TRANSFER REQUIRED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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SPACE BELOW FOR CLERK'S USE

BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD

DATE

**AGREEMENT FOR
PROFESSIONAL
SERVICES –
CONSTRUCTION MANAGEMENT SERVICES
FHWA STORM PROJECTS – MOUNTAIN HOUSE & RIDGE ROAD**

THIS AGREEMENT for Professional Services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Sierra, a political subdivision of the State of California ("the COUNTY"), and

Flaherty Engineering, Inc.
"CONTRACTOR"

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A", Provision A-1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-2 through A-3.

2. TERM.

Commencement Date: February 18, 2020

Termination Date: December 31, 2020

The CONTRACTOR is advised that any recommendation for contract award is not binding on the COUNTY until the agreement is fully executed and approved by the COUNTY.

3. PAYMENT.

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to COUNTY in the manner specified in Attachment "B".

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, except as provided in this paragraph. COUNTY shall furnish CONTRACTOR only those facilities, equipment, and other materials and shall perform those obligations listed in Attachment "A.4".

5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C".

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other terms or conditions insofar as the latter are inconsistent with the general provisions.

7. DESIGNATED REPRESENTATIVES.

Tim H. Beals is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Keith Flaherty is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

- Attachment A - Services
- Attachment B - Payment
- Attachment C - Additional Provisions
- Attachment D - General Provisions
- Attachment E - Nonlobbying Certification For Federal-Aid Contracts
- Attachment F - Debarment and Suspension Certification
- Attachment G - Non Discrimination Clause
- Attachment H -Contractor’s Proposal
- Attachment I -Contractors Cost Proposal

9. AGREEMENT DATE. The effective date of this Agreement is February 18, 2020.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first above written.

"COUNTY"

"CONTRACTOR"

COUNTY OF SIERRA

By _____
JAMES BEARD
Chairman, Board of Supervisors

KEITH FLAHERTY

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
Clerk of the Board

DAVID A. PRENTICE
County Counsel

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following:

- A. CONTRACTOR shall provide all goods and services described in CONTRACTOR'S proposal, attached hereto as Attachment H. CONTRACTOR represents that it has reviewed COUNTY'S request for proposals and that the goods and services in CONTRACTOR'S proposal are appropriate for COUNTY'S intended purpose. All prior promises, warranties or representations by CONTRACTOR are hereby incorporated into this agreement.
- B. CONTRACTOR'S Cost Proposal is hereby attached and incorporated at Attachment I. Contractor agrees to provide all goods or services described in the Cost Proposal. In the event of any conflict between the terms of the Cost Proposal and the remainder of this Agreement, including but not limited to Paragraph B.1, the term of this Agreement conflicting with the Cost Proposal shall prevail.

A.2. TIME SERVICES RENDERED.

February 18, 2020 through December 31, 2020

A.3. MANNER SERVICES ARE TO BE PERFORMED.

As an independent contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

A.4. FACILITIES FURNISHED BY COUNTY.

NONE

ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR on a time and materials basis a contract fee not to exceed two hundred one thousand five hundred forty-four and 13/100 (\$201,544.13) in accordance with proposal attached as Attachment I. CONTRACTOR shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. Request for payment shall be substantially in the form of the invoice. Payment shall be made within thirty (30) days after the Invoice is approved by the County Contract Administrator. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed \$201,544.13 without an amendment to this Agreement approved by the Sierra County Board of Supervisors;

B.2 MILEAGE. Included. Notwithstanding anything to the contrary in this agreement mileage for vehicle use shall be paid only at the IRS approved rate.

B.3 TRAVEL COSTS. Included

B.4 AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended in writing by both parties in advance of performing additional services.

B.5 SPECIAL CIRCUMSTANCES. Additional costs may be incurred up to a maximum of \$_____ with written approval of the designated COUNTY Representative (Operative Provision 7) for this Agreement.

B.6 MAXIMUM CONTRACT AMOUNT. The maximum amount payable to CONTRACTOR under this Agreement shall not exceed the following:

B.1	Base Contract Fee	<u>\$201,544.13</u>
B.2	Mileage	\$_____ <u>Included</u>
B.3	Travel Costs	\$_____ <u>Included</u>
B.4	Authorization Required	\$0
B.5	Special Circumstances	\$0
	MAXIMUM CONTRACT AMOUNT	<u>\$201,544.13</u>

ATTACHMENT C

ADDITIONAL PROVISIONS

C.1 COST PRINCIPLES

- A. The CONTRACTOR agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items.
- B. The CONTRACTOR also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONTRACTOR to the COUNTY.

C.2 RETENTION OF RECORDS/AUDIT

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

C.3 SUBCONTRACTING

- A. The CONTRACTOR shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this agreement shall be subcontracted without written authorization by the COUNTY'S Designated Representative, except that, which is expressly identified in the approved Cost Proposal.
- B. Any subcontract in excess of \$25,000 entered into as a result of this agreement, shall contain all the provisions stipulated in this agreement to be applicable to subcontractors.
- C. Any substitution of subconsultants must be approved in writing by the COUNTY's Designated Representative.

C.4 EQUIPMENT PURCHASE

- A. Prior authorization in writing, by the COUNTY's Designated Representative shall be required, before the CONTRACTOR enters into any unbudgeted purchase order or subcontract exceeding \$5,000 for supplies, equipment, or CONTRACTOR services. The CONTRACTOR 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 the CONTRACTOR's Cost Proposal and exceeding \$5,000 prior authorization by the COUNTY's Designated Representative; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this agreement is subject to the following: "The CONTRACTOR shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the COUNTY shall receive a proper refund or credit at the conclusion of the agreement, or if the agreement is terminated, the CONTRACTOR may either keep the equipment and credit the COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit the COUNTY in an amount equal to the sales price. If the CONTRACTOR elects to keep the equipment, fair market value shall be determined at the CONTRACTOR's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the COUNTY and the CONTRACTOR, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the COUNTY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000.00 is credited to the project.
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

C.5 CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to the COUNTY's operations, which are designated confidential by the COUNTY and made available to the CONTRACTOR in order to carry out this agreement, shall be protected by the CONTRACTOR from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by the COUNTY relating to the agreement, shall not authorize the CONTRACTOR to further disclose such information, or disseminate the same on any other occasion.
- C. The CONTRACTOR shall not comment publicly to the press or any other media regarding the agreement or the COUNTY's actions on the same, except to the COUNTY's staff, CONTRACTOR's own personnel involved in the performance of this agreement, at public hearings or in response to questions from a Legislative committee.
- D. The CONTRACTOR 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 the COUNTY, and receipt of the COUNTY'S written permission.
- E. Any subcontract entered into as a result of this agreement shall contain all of the provisions of this Article.

C6 PROHIBITION OF EXPENDING COUNTY STATE OR FEDERAL FUNDS FOR LOBBYING

- A. The CONTRACTOR certifies to the best of his or her knowledge and belief that:
 - 1. No state, federal or COUNTY appropriated funds have been paid, or will be paid by-or-on behalf of the CONTRACTOR to any person for influencing or attempting to influence an

officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

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

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

C.7 GENERAL COMPLIANCE WITH LAW AND WAGE RATES

- A. The CONTRACTOR shall be required to comply with all federal, state and local laws and ordinances applicable to the work. This includes compliance with California prevailing wage rates, certified payrolls, and payment in accordance with California Labor Code, Section 1775.

C.8 DISADVANTAGED BUSINESS ENTERPRISE CONSIDERATIONS

- A. CONTRACTOR must give consideration to DBE firms as specified in 23 CFR §172.5(b), 49 CFR, Part 26, and in Exhibit 10-I "Notice to Proposers Disadvantaged Business Enterprise Information." This agreement has a DBE goal, the CONTRACTOR must meet the DBE goal by using DBEs as subcontractor or document a good faith effort to have met the goal. If a DBE subcontractor is unable to perform, the CONTRACTOR must make a good faith effort to replace him/her with another DBE subcontractor if the goal is not otherwise met. LAPM Exhibits 10-I, 10-J, 10-O1, 10-O2, 15-H and 17-F are included with the Request For Proposal and may be required to conform with this provision.

C.9 OTHER REQUIRED CERTIFICATIONS

- A. CONTRACTOR shall complete and present to COUNTY a Nonlobbying Certification, attached hereto as Attachment E, a Debarment and Suspension Certification, attached hereto as Attachment F, and a Non-Discrimination Clause, attached hereto as Attachment G, immediately upon execution of this agreement. All covenants, conditions, warranties, representations and agreements of CONTRACTOR contained in those forms shall be deemed to be a part of this Agreement, in addition to any other legal effect they may have.
- B. CONTRACTOR warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ATTACHMENT D

GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR. For all purposes arising out of this Agreement, CONTRACTOR shall be an independent contractor and CONTRACTOR and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as "The Contractor") shall not be, for any purpose of this Agreement, an employee of COUNTY. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in *Government Code* Section 6000, et seq., or otherwise. As an independent contractor, the following shall apply:

D.1.1 CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.

D.1.2 CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.

D.1.3 CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.

D.1.4 CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.

D.1.5 The CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.

D.1.6 The CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.

D.1.7 COUNTY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.

D.1.8 The CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an employee of COUNTY.

D.1.9 CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY in any way without the written consent of the COUNTY.

D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to COUNTY that it has

all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.

D.3 CHANGE IN STATUTES OR REGULATIONS. If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

D.4 TIME. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.5 INSURANCE.

D.5.1 Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage through and with an insurer acceptable to COUNTY, naming the COUNTY and COUNTY's officers, employees, agents and independent contractors as additional insured (hereinafter referred to as "the insurance"). The insurance shall contain the coverage indicated by the checked items below.

D.5.1.1 Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of Two Million Dollars (\$2,000,000) per occurrence and with not less than Three Million Dollars (\$3,000,000) aggregate; CONTRACTOR shall insure both COUNTY and CONTRACTOR against any liability arising under or related to this Agreement.

D.5.1.2 During the term of this Agreement, CONTRACTOR shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than One Million Dollars (\$1,000,000) per incident and One Million Dollars (\$1,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars (\$2,500).

D.5.1.3 Comprehensive automobile liability insurance with minimum coverage of Five Hundred Thousand Dollars (\$500,000) per occurrence and with not less than Five Hundred Thousand Dollars (\$500,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

D.5.1.4 Workers' Compensation Insurance coverage for all CONTRACTOR employees and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the *Labor Code*.

D.5.2 The limits of insurance herein shall not limit the liability of the CONTRACTOR hereunder.

D.5.3 In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance term of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.

D.5.4 The insurance shall include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to COUNTY.

D.5.5 The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the COUNTY and the COUNTY, as a condition of its approval, may require such proof of the adequacy of CONTRACTOR's financial resources as it may see fit.

D.5.6 Prior to CONTRACTOR rendering services provided by this Agreement, and immediately upon acquiring additional insurance, CONTRACTOR shall deliver a certificate of insurance describing the insurance coverages and endorsements to:

County of Sierra
Auditor/Risk-Manager
P.O. Drawer 425
Downieville, CA 95936

D.5.7 CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance to COUNTY as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, COUNTY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to COUNTY a renewal or new policy to take the place of the policy expiring.

D.5.8 COUNTY shall have the right to request such further coverages and/or endorsements on the insurance as COUNTY deems necessary, at CONTRACTOR's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY in its sole and absolute discretion.

D.5.9 Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of CONTRACTOR, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this Section D.5 entitled "INSURANCE". Furthermore, CONTRACTOR shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

D.6 INDEMNITY. CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, or subcontractors.

D.7 CONTRACTOR NOT AGENT. Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

D.8 ASSIGNMENT PROHIBITED. CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.9 PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

D.10 STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession.

D.11 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the *California Revenue and Taxation Code* (107). For all purposes of compliance by COUNTY with Section 107.6 of the *California Revenue and Taxation Code*, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.12 TAXES. CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

D.13 TERMINATION. COUNTY shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to CONTRACTOR. In the event COUNTY gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply:

D.13.1.1 CONTRACTOR shall deliver to COUNTY copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, computer storage medium (tapes, disks, diskettes, etc.) and every other means of recording upon any tangible thing, and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

D.13.1.2 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed One Thousand Dollars (\$1,000). Further provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable

value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

D.13.2 CONTRACTOR may terminate its services under this Agreement upon thirty (30) working days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY, provided that CONTRACTOR has first provided COUNTY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the COUNTY may cure the alleged breach.

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

D.15 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.16 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

D.17 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.18 ATTORNEY'S FEES. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

D.19 MINOR AUDITOR REVISION. In the event the Sierra County Auditor's office finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed 1% of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the COUNTY or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.

D.20 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.21 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.21.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.21.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.22 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.23 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.24 MODIFICATION. No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.25 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.26 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.27 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.28 VENUE. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Sierra, State of California.

D.29 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.30 CALIFORNIA TORT CLAIMS ACT. Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the *Government Code*, are not waived by COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct under the terms and conditions of this Agreement.

D.31 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term herein.

D.32 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither

party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.33 CORPORATE AUTHORITY. If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to COUNTY a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

D.34 CONFLICT OF INTEREST.

D.34.1 LEGAL COMPLIANCE. CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the *California Government Code*, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

D.34.1.5 DISCLOSURE CONTRACTOR shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project, regardless of whether such relationship must otherwise be disclosed pursuant to D.34.2.. CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow. CONTRACTOR hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement.

D.34.2 ADVISEMENT. CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of this law, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of the question.

D.34.3 ADMONITION. Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, CONTRACTOR is admonished hereby as follows:

The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

D.35 NONDISCRIMINATION. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (*Government Code* Section 12900 et seq.). The

applicable regulations of the Fair Employment Housing Commission implementing *Government Code* Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California *Administrative Code* are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.36 JOINT AND SEVERAL LIABILITY. If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

D.37 TAXPAYER I.D. NUMBER. The COUNTY shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer I.D. Number or Social Security Number (as required on the line under CONTRACTOR's signature on page 2 of this Agreement).

D.38 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":
Board of Supervisors
County of Sierra
Post Office Drawer D
Downieville, CA 95936

With a copy to:
County Counsel
County of Sierra
Post Office Drawer D
Downieville, CA 95936

If to "CONTRACTOR":
Keith Flaherty P.E., President
Flaherty Engineering Inc.
2761 Greenbrook Drive
Camino, CA 95709

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies by signing and submitting this proposal/bid to the best of his or her knowledge and belief that:

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

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

The prospective participant also agrees by submitting his/her proposal/bid that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The CONTRACTOR, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

NON-DISCRIMINATION CLAUSE

NON-DISCRIMINATION CLAUSE

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

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

Contractor's Proposal



Sierra County
Storm Damage Repair Project
Mountain House Road
Ridge Road

Proposal for Construction Management Services
Flaherty Engineering Inc.





2761 Greenbrook Drive
Camino, California 95709

January 31, 2020

Tim Beals, Director
Sierra County Department of Transportation
101 Courthouse Square
Downieville, CA 95936

Subject: Proposal to Provide Construction Management, Inspection and Materials Testing for the Ridge Road Repair and Mountain Road Storm Damage Repair project in Sierra County, California

Dear Mr. Beals;

Flaherty Engineering Inc. understands the importance of performing replacing the storm damage repair at the 6 locations listed in this request for Proposal in order to provide continued access to these areas in Sierra County residents. This repair project will require a CM team that is experienced and capable of managing all aspects of the project as it contains technical challenges, time constraints, and challenges due to the remote location which demands staff capable of making sound decisions and clearly communicate with all stakeholders.

Our proposed staff is ready to handle these challenges. We have proposed a team that can provide excellent technical capabilities along with the soft skills to communicate effectively with permitting agencies, residents, the County, and stakeholders such as Caltrans. The Flaherty Engineering Inc. team has the experience and resources to gain the County's confidence and ensure the smooth and timely completion of these important projects. We have extensive construction experience with similar local agency projects throughout Northern California.

Flaherty Engineering Inc. will perform the resident engineering duties and inspection. We have combined forces with **Webster Engineering**, a certified DBE, to provide office engineering services along with additional inspection support for the project. **Blackburn Consulting** will provide all material testing required for the project, and **MGE**, a certified DBE firm, will provide as needed additional inspection. This teaming structure offers Sierra County valuable and unique advantages, including:

- **Unmatched Technical Construction Knowledge and Team Familiarity:** Our Resident Engineer, **Keith Flaherty**, brings 30 years of extensive resident engineer experience to our team serving Caltrans, U.S. Army Corps of Engineers as well as other agencies. Keith also brings experience as a Disputes Review Board (DRB) member. His

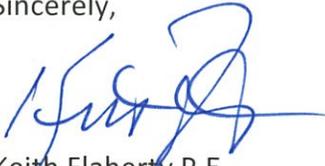
understanding of the claims process and ability to evaluate claims is a valuable addition to our team. Keith will be joined by Lead Inspectors **Tim Hamilton and Ron Rassmussen** to manage all field activities. **Blackburn Consulting** will provide all material testing in accordance with the specification. **Webster Engineering** will provide as needed additional inspection, certified parole review and office engineering for the project. Flaherty Engineering Inc. will manage the project in accordance with the contract documents and work closely with local residents and county staff throughout the project. Our team's unique qualifications, experience, and approach are further expanded upon in our proposal. We have assembled the right team for your project and provide the people, processes and tools to bring this project to a successful conclusion.

- **Familiarity of Team Members:** Our team members have worked together on previous projects, including the Highway 88 and Buena Vista Road Signalization Project (Keith and Tim), as well as the 6th Street Bridge Replacement Project in Biggs (Keith and Tim) and the Sly Park Road at Clear Creek Bridge replacement and realignment (Keith and Katy).
- **Comprehensive Experience with Caltrans Standards and Local Assistance Procedures:** Our team has a comprehensive understanding of the contract documents, the numerous permits tied to the work, and extensive experience in working with the Caltrans references such as the Local Assistance Procedures Manual, Construction Manual, Bridge Construction Manual, and Quality Assurance Program Manual. All members of our CM team are fully familiar with administrative protocols for federally funded projects.
- **Team Availability and Additional Resources:** Flaherty Engineering Inc's proposed CM team is immediately available to begin the project.

I, Keith Flaherty, have reviewed the Sample Professional Services Agreement and, if selected, can enter into it with Sierra County to provide Construction Support Services as outlined in the Request for Proposal. I can and will meet the indemnity and insurance requirements without alteration to the County's standard agreement.

Our proposal is valid for 120 days from the date of submission. Please contact me at the address listed or feel free to call me at 916-826-3943. I can also be reached via email at keith@flahertyeng.com . We look forward to working with Sierra County on this exciting project.

Sincerely,



Keith Flaherty P.E.

President, Flaherty Engineering Inc.



2. Office Locations

When not onsite, our team will perform the work at the following locations;

Flaherty Engineering Inc.
2761 Greenbrook Drive
Camino, California 95709

Blackburn Consulting
11521 Blocker Drive Suite 110
Auburn, California 95603

Webster Engineering
2261 Holland Drive
Placerville, California 95667

MGE Engineering
7415 Greenhaven Drive Suite 100
Sacramento, California 95831





3 Qualifications and Experience

For over 30 year, Keith Flaherty has been involved with heavy Civil Engineering project in both the design and construction phases of projects. His experience as it relates to the proposed projects for Sierra County include storm damage remediation projects for Caltrans and local agencies. Additionally, Mr. Flaherty was involved with similar projects for the U.S. Army Corps of Engineers form Fort Irwin in California to Hill Air Force Base in Utah.

After a career with Caltrans and Vali Cooper and Associates Inc. Keith started Flaherty Engineering Inc. in 2017. Over the last 2 years we have completed several projects with local agencies and Caltrans and have increased our staff and business scope to include:

- On call inspection services for Caltrans District 3
- On call Claims and CPM scheduling for Caltrans District 1 and District 3
- CM services for City of Oroville
- CM services for the Buena Vista tribe of Miwok Indians
- CM services for the City of Williams
- CM services for the City of Biggs
- CM services for the County of El Dorado
- CM services for Placer County

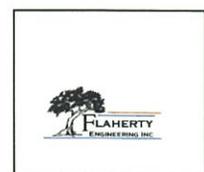
The following are examples of our project and clients that are most pertinent to the project at hand.

Sly Park at Clear Creek Bridge Replacement and Road Realignment

Location: El Dorado County, CA
Dates: March 2019; January 2020
Client: El Dorado County
Reference: Dustin Harrington P.E., Senior Civil Engineer
El Dorado County
2820 Headington Road
El Dorado, California
530-621-5950

This Federally funded project replaced the existing Bridge over Clear Creek as well as reconstructing the approach road and drainages. The Bridge widening was constructed on CIDH piles which were in and adjacent to Clear Creek.

Other activities included construction of storm drainage systems; excavation and embankment construction; textured / architectural of concrete surfaces; placement of rock slope protection (RSP) at the bridge abutments and stream bank; construction of structural section for the new roadway;



Sierra County – Storm Damage Repair Project
Mountain House Road
Ridge Road



reconstruction / realignment of driveways and approaches to rural roads; construction of metal beam guard railing; installation of roadside signs; and placement of new pavement delineation.

Responsibilities: Keith Flaherty was the Resident Engineer for this project. His duties included review and approval of submittals, responding to RFIs, preparing contract change orders including independent engineer's estimates, performing coordination with the design team, monitoring the Contractor's schedule, writing responses to PCRs and position papers, Scheduling, preparing monthly estimates with backup field quantities, maintaining project records in accordance with Caltrans Local Assistance procedures and post construction claims negotiations.

Project Cost \$2.3 M

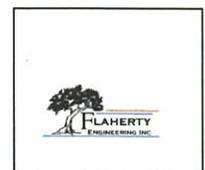
CM Fee \$750.000

Amador and San Joaquin Counties. Hwy 88



Dates: December 2018 through present
Location: Ione California
Client: Buena Vista Gaming Authority
Reference: Pawan Garg, P.E., Transportation Engineer
Caltrans D-10 Oversight Engineer
209-470-8777

This project was a signalization and roadway reconstruction project in two separate locations in Amador and San Joaquin Counties. The project has Caltrans oversight. This project was complicated by a late approval of the cooperative agreement with Caltrans, February 11, 2019, and a casino opening date that mandated the project be signalized by April 26, 2019. Additionally, when the poles manufacturing was near completion, flooding in Nebraska prevented the poles from being shipped to the project. The project team quickly provided a temporary signalization plan and built the temporary plan in time to satisfy the requirements of having a signalized intersection by the April 26, 2019 deadline. Location 1 requires installation of a soldier pile wall with timber lagging to retain the hill side. After installation of this structure the project backfill will commence and continue to the Retaining Slab which ties the soldier piles to the grade. This slab on grade will also be used as a base to construct the guard rail safety element for the project. A section of Aggregate Base (AB) and Hot Mix Asphalt (HMA) will provide the final road



Sierra County – Storm Damage Repair Project
Mountain House Road
Ridge Road



surface inboard of the slab on grade. The project did not have any federal or state funding however documentation was kept in accordance with federal and state guidelines.

The project was also challenged with a wet winter season and soft subgrade issues that were addressed by the construction team without delaying the Casino opening date.

Project cost \$2.3 M

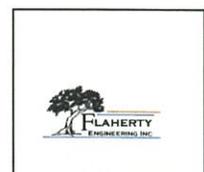
Construction Management budget \$330,000

Responsibilities: Keith Flaherty was the Resident Engineer for this project. His duties included review and approval of submittals, responding to RFIs, preparing contract change orders including independent engineer's estimates, performing coordination with the design team, monitoring the Contractor's schedule, coordinating the source inspection and working with the stakeholders to approve and install a temporary signalization system when the signal equipment delivery was delayed. Keith also maintained project records in accordance with Caltrans Local Assistance procedures.

Tim Hamilton was the inspector for all phases of this project. His duties included field inspection of all elements of the construction, coordinating inspections, documentation, coordinating with the contractor and working with Caltrans field personal and oversight engineer.

Relevant Projects

Project Name	White Meadows Road Slip Out
Location	El Dorado County, CA
Agency/Owner	El Dorado County
Time Frame	06/2007 to 07/2008
Reference	Matthew Smeltzer El Dorado County DOT 2850 Fairlane Court Placerville, CA 95667 (530) 621-5916 msmeltzer@co.el-dorado.ca.us





Project Description | This project involved a landslide affecting a 140 ft section of county road within steep terrain at a 7% road grade. Blackburn Consulting conducted a site investigation and evaluated repair options, including reconstructed embankment; tie-back soldier pile wall; roadway realignment; soil nail wall; and MSE retaining wall. The MSE wall was concluded to be most straightforward and cost-effective. Blackburn, in cooperation with county engineering staff, completed project plans and specifications. The county constructed the wall with its own crews; Blackburn provided construction management and materials testing. The project was successfully completed on an accelerated schedule and represents a model for future cooperation to achieve substantial cost and time savings.



3. Resumes

Following are time commitments for the project and resumes for Key Personnel.

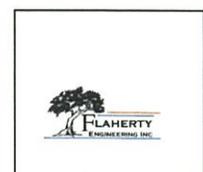
Keith Flaherty 40% commitment to the projects. 2 days per week. Immediately available to these projects.

Tim Hamilton 100% commitment to the projects. Onsite when the contractor is working. Immediately available to these projects.

Ron Rassmussen as needed for the projects. Supplementing Tim Hamilton's time to provide complete inspection for the projects. Not a key person for these projects, his resume is available on request.

Katy Webster is committed to the projects as needed to complete the office engineer and inspection support for the projects. Estimated time = 420 hours

Blackburn Consulting, as needed to complete the material testing for the project.





Keith Flaherty, PE, QSD/P **Key Person for this Project**

Experience Summary A former Caltrans senior resident engineer, Keith Flaherty has 30 years of experience with civil engineering and construction in both the private and public sectors. His portfolio features a broad range of projects, including new bridge construction, bridge widening, highway widening and reconstruction, interchange construction and reconstruction, local roadway construction, drainage, retaining walls, traffic signals, and utility rerouting and reconstruction. Mr. Flaherty also spent nine years with the U.S. Army Corps of Engineers as a project engineer for both civil and structural projects and as a senior engineer in a construction support role. Mr. Flaherty is a highly effective supervisor and manager of diverse staffs, and he has demonstrated excellent communications skills while coordinating projects with concerned citizens and public and regulatory agencies. He is also experienced with staged construction, CPM schedule development, and defending clients against contractor claims. He is the president and CEO of Flaherty Engineering Inc.

Mr. Flaherty serves on Dispute Resolution Boards for the State of California and Nevada.

Selected Project Experience

El Dorado County

Sly Park Road at Clear Creek

Currently the Resident Engineer on the \$3.6 million project responsible for overseeing the construction of the bridge and roadway replacement and reconstruction. The project involved creek diversion, bridge demolition and construction, environmental compliance, import borrow, road construction and drainage. Keith manages field activities and coordinates with the contractor, County staff and stakeholders like adjacent property owners, permit agencies. The project was further complicated by late relocation of utility poles that complicated the bridge construction sequencing.

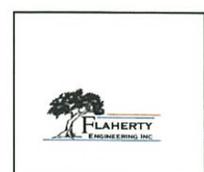
Placer County

Wise Road Bridge Replacement

Resident Engineer on the \$2.3 million project responsible for overseeing the construction of the bridge and roadway replacement. The project involved creek diversion, bridge demolition and construction, environmental compliance, import borrow, road construction and drainage. Keith managed field activities and coordinated with the bridge contractor, County staff and stakeholders like Caltrans, permit agencies and affected residents. Successfully oversaw complex creek diversion with multiple permit stipulations.

ON-CALL CONSTRUCTION MANAGEMENT SERVICES

San Joaquin Council of Government/Caltrans D10





Mr. Flaherty served as a claims and scheduling specialist for the I-5 HOV widening and rehabilitation project, and the Hwy 4 extension into the Port of Stockton. Collectively these projects have \$170M in construction value and are complicated with several hundred change orders. Mr. Flaherty was requested by Caltrans to help them resolve the multiple scheduling and claims issues on these projects.

Mr. Flaherty is also the contract/project manager responsible for oversight of construction management services for projects including the I-5 HOV widening and rehabilitation, I-5/French Camp interchange, I-205 auxiliary lanes, State Route 99 Manteca six-lane widening, State Route 12 improvements, and the Highway 4 (Crosstown) extension. Services have included construction inspection, constructability review, traffic control planning and review, schedule review, claims analysis, and project closeout services. **Project Dates:** 10/2014 to Current

U.S. 50, MISSOURI FLAT INTERCHANGE, PHASE 1B

County of El Dorado

Resident engineer responsible for claims, scheduling, and construction management services for the \$35 million construction of auxiliary lanes along U.S. 50 between Missouri Flat Road and Placerville Drive/Forni Road. Project also involved widening and retrofitting Weber Creek Bridge; construction of retaining walls; road work and electrical work; and construction of a bicycle/pedestrian path along the eastbound auxiliary lane.

Project Dates: 10/2009 through 02/2012

WESTERN PLACERVILLE INTERCHANGES, PHASE 1

City of Placerville

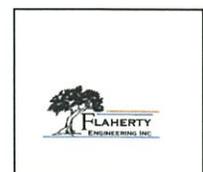
Resident engineer responsible for claims, scheduling, and construction management services for the \$5.5 million project, which involved reconstruction and relocation of a local road (Fair Lane), construction of a series of retaining walls, and construction of a highway on-ramp and auxiliary lane. The project is the first in a multi-phase project to construct an interchange at Ray Lawyer Drive. The project was complicated by phasing, which required the relocation of local utilities and coordinating access to the El Dorado County Sheriff's office and County Administration Buildings. **Award: 2014 APWA Project of the Year**

Project Dates: 07/2012 through 06/2014

CALTRANS D3 ON CALL CONSTRUCTION MANAGEMENT

Resident engineer responsible for claims, scheduling, and construction support services for multiple projects in 11 counties in Sacramento Valley and Northern Sierra with a construction value of \$65 million. Responsible for the full spectrum of services, including field inspection, traffic and storm water pollution control, submittal review, review of contractor pay requests, cost and schedule control, and material sampling and testing.

Project Dates: 6/2009 through 12/2010





STATE ROUTES 89 AND 50 SOUTH Y INTERSECTION

City of South Lake Tahoe

Resident engineer for the 11-stage project to expand the busy intersection. Work included reconstructing and adding turn lanes, revising traffic signalization, and landscaping the intersection. Project challenges included coordination with Caltrans; extensive utility coordination and traffic control; nighttime paving in the Lake Tahoe Basin; erosion control in the Lahontan Region of the Regional Water Quality Control Board; federal funding documentation; and, public relations with local businesses and commuters.

CONSTRUCTION IMPROVEMENTS ON STATE ROUTE 99 IN CHICO AND GRIDLEY

Butte County Association of Governments

Resident engineer for two highway improvement projects on State Route 99. The SR99/East First Avenue Undercrossing in Chico was a three-phase project that widened the northbound East First Avenue off ramp, which included night work; construction of a retaining wall along the northbound off ramp; widening of the East First Avenue intersection; and signal modifications. The SR99/East Gridley Road to Ford Avenue in Gridley involved widening the roadway to five lanes; construction of a continuous two-way left-turn lane; reconstruction and improvements of roadside drainage facilities; and reconstruction and modification of signals. Managed the critical issues of traffic control, erosion control, and public relations.

STATE ROUTE 49 / PLAZA INTERSECTION

Placer County Department of Public Works

Resident engineer for the five-stage widening of 0.4 miles of State Highway 49 from four to six lanes; construction of retaining walls; installation of a signalized intersection with turn pockets and turn lanes; and modifications to a traffic signal. Due to the presence of hazardous materials, soil excavations were closely monitored to ensure zero exposure to construction personnel and the public. Highway 49 is a heavily traveled commuter route, so traffic flow was maintained to local businesses at all times. For this reason, and because the project was undertaken in conjunction with Caltrans' Safety Operations Project, coordination with Caltrans was critical to avoid conflicts and delays. Responsible for reviewing schedules; reviewing and approving contractor progress payments; reviewing and negotiating contract change orders; coordinating inspection/materials testing; managing project documentation; chairing weekly progress meetings; preparing monthly project reports; and, coordinating with multiple parties.

Hwy Improvement Project on Hwy 80 from Hwy 267 to the Nevada State Line.

Caltrans

Mr. Flaherty was the Senior Resident Engineer for a \$108 Million-dollar Roadway reconstruction project on Hwy 80. The project included replacement of 7 Bridges in three stages, reprofiling and reconstructing 11 miles of Hwy 80, replacing drainage and all other highway elements. The project



Sierra County – Storm Damage Repair Project
Mountain House Road
Ridge Road



was complicated with over 300 change orders and 87 listed claims. Mr. Flaherty resolved all claims and defended the State successfully in 10 Dispute Resolutions hearings.

Placerville Operational Improvements Project.

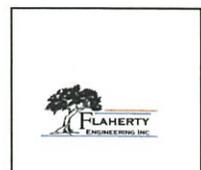
Caltrans

Mr. Flaherty was the Senior Resident Engineer on a \$35Million dollar Roadway widening, reconstruction and Sewer replacement project in Placerville California. The project was complicated by multiple change orders related to the City of Placerville sewer main replacement which was part of the project. Additionally, the project encountered several unknown hazardous waste sites that were required to be remediated during construction.

References:

John Kahling - El Dorado County Deputy Director 530-642-4972

Matt Veerkamp – Doug Veerkamp General Engineering 530-409-0857





Tim Hamilton, Construction Inspector Key Person for this Project

Experience Summary

Timothy Hamilton has 24 years of managerial experience in engineering and construction, specializing in transportation and public works projects. He has worked as a structures inspector, foreman, supervisor, and civil inspector, with each position holding an increased level of responsibility. His wide range of experience includes developing and implementing quality control procedures; new bridge construction; roadway construction; bridge retrofits; buildings; and utility relocation. He has experience working on Caltrans projects and is familiar with Caltrans standards and procedures. Mr. Hamilton has significant expertise with steel bridge retrofit work, structural concrete, temporary and permanent shoring, falsework, installation of driven pile and cast-in-drilled-hole (CIDH) pile foundations, precast/prestressed concrete girders, bridge deck placement, and bridge jacking.

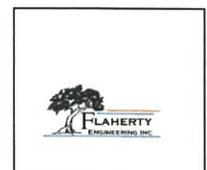
Selected Project Experience

Signalization for Buena Vista Casino. Amador and San Joaquin Counties

This project was a signalization and roadway reconstruction project in three separate locations in Amador and San Joaquin Counties. The project has Caltrans oversight. This project was complicated by a late approval of the cooperative agreement with Caltrans, February 11, 2019, and a casino opening date that mandated the project be signalized by April 26, 2019. Additionally, when the poles manufacturing was near completion, flooding in Nebraska prevented the poles from being shipped to the project. The project team quickly provided a temporary signalization plan and built the temporary plan in time to satisfy the requirements of having a signalized intersection by the April 26, 2019 deadline. Tim Hamilton was the inspector for the project roadway and electrical. He worked closely with the Contractor to construct the temporary signalization in the time frame required. Tim also coordinated all of the permanent construction for the project.

State Route 16 Emergency Retaining Wall Post Mile 1.6 California Department of Transportation (Caltrans) Rumsey, California

During the 2017 rain events, the slope adjacent State Route 16 near Rumsey failed compromising the southbound lane necessitating a closure of the lane. Due to the emergency nature of this project, and the many construction unknowns, all of the work was performed on a time and materials basis with only the contractor's markup being bid.



Sierra County – Storm Damage Repair Project
Mountain House Road
Ridge Road



Tim worked for the District 3 Senior Bridge Engineer for Caltrans on the Highway 50 emergency project. The project included construction of a 380-foot long soldier pile retaining wall with one row of tiebacks drilled approximately 75-feet in to the hillside, slope reconstruction, drainage work (including tie-in to existing facilities), temporary shoring, reconstruction of the structural section, asphalt concrete paving, and striping. An automated roadside stoplight for one-way traffic control was operated 24 hours per day through the construction zone.

Highway 50 Emergency Mudslide Retaining Wall Post Mile 37.6 California Department of Transportation (Caltrans) Bridal Veil Falls, California

During the rain events of January and February 2017, the slope adjacent westbound Highway 50 near Bridal Veil Falls failed causing the westbound #2 lane to collapse and causing significant damage to the westbound #1 lane. Highway 50 was reduced to one lane in each direction in this area while the design and construction of a 500-foot long soldier pile retaining wall took place.

As Assistant Structures Representative, Tim Hamilton was in responsible charge of all of the fieldwork. He worked closely with the Contractor in the scheduling of labor and equipment for the structures work, including work performed by subcontractors. He approved all equipment and labor charged to the project prior to mobilization. In addition to inspecting the work, Tim coordinated sampling and testing the concrete being placed in the field. He was also responsible for establishing the lines and grades of the finished roadway within the limits of the repair work.

Nevada County Annual Overlay Project, County of Nevada. Construction inspector for the county-wide asphalt concrete overlay project responsible for ensuring conformance with the project plans and specifications, final pay quantity verification, material quality control, replacement of existing utility and drainage facilities, and striping. The overlays are all done on active thoroughfares, many of which have high traffic volumes and require detailed supervision of traffic control.

I-5 & I-205 Construction Management Services, San Joaquin Council of Governments.

Construction inspector and utilities coordinator for the \$140 million extension of Highway 4 in Stockton from I-5 to the Port of Stockton. The project will build a viaduct and expand Navy Drive to four lanes. Responsibilities include inspection of all construction activities; facilitating bi-weekly meetings between the state, designer, and all utility companies for relocation of utilities; inspection of earthwork, utility work, paving, and stormwater BMPs; quantity takeoffs and calculations; and preparation of daily field reports and SWPPP inspection reports.

FLATIRON WEST CORPORATION

Lincoln Bypass, Lincoln, California

Highway 80 Phase 3, Roseville, California

Eureka Road Bridge Widening, Roseville, California

Carpenter Road Bridge Replacement, Modesto, California



Sierra County – Storm Damage Repair Project
Mountain House Road
Ridge Road



Mitchell Engineering

US 50 Bridge Replacements and Improvements, Placerville, California

BENCO BRIDGES

Holman Road Bridge Replacement, Stockton, California

Box Culvert at Bike Trail, Folsom, California

Ferrari Ranch Road Bridge, Lincoln, California

Natomas Avenue Bridge, Folsom, California

Park Avenue Bridge, Folsom, California

Highway 50 Retaining Walls and Bridge Replacement, Camino, California

Scott Creek Road Bridge Replacement, Placerville, California

Highway 108/101 Interchange, Buellton, California

Highway 80 Bridge Replacements, Truckee, California

Highway 99/Jactone Road Interchange, Ripon, California

Yolo Causeway (Seismic Retrofit), West Sacramento, California

Highway 41 /99 Interchange, Fresno, California





Katherine Webster, PE, QSD/QSP

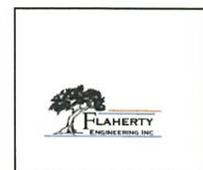
Katherine Webster is a registered Civil Engineer and Qualified SWPPP Developer and Practitioner with 16 years of experience providing construction management, contract administration and construction engineering. Her experience includes project management from the Project Approval/Environmental Document (PA/ED) phase through Construction and coordination with Caltrans Local Assistance to deliver federally funded projects. Her experience consists of construction engineering, falsework design, field quality control, temporary structures (shoring and guying), SWPPP implementation, temporary traffic handling/control plans, and numerous other project related submittals.

Experience

La Rue Road Bridge Replacement, UC Davis Campus, Davis, CA (current): The project consists of replacing the 2-lane bridge over Putah Creek with a wider and taller 2-lane bridge with shoulders large shoulders and wide sidewalks to accommodate both UC Davis vehicle and foot traffic. The project includes numerous utility relocations, staged bridge construction, and roadway improvements. Webster Engineering is currently contracted to perform office engineering services for UC Davis Department of Construction Management as a sub-consultant to Quincy Engineering, the project's Construction Management firm. To date Webster Engineering has performed submittal reviews, coordinated RFIs, conducted weekly meetings and provides minutes, weekly statement of working days, quantity calculations, processed pay applications and contract change orders. Additional tasks include site inspection on an as needed basis for roadway and bridge construction.

Gold Hill Road at Auburn Ravine Bridge Replacement, Placer County, CA (2019): The project consisted of replacing the 2-lane bridge over Auburn Ravine with a wider and taller 2-lane bridge with shoulders to accommodate a 200-yr storm event, inclusive of roadway realignment and driveway reconstructions. Webster Engineering was contracted to perform construction inspection services and submittal reviews for Placer County as a sub-consultant to Drake Harlan & Associates, the project's Construction Management firm. Webster Engineering provided site inspection services for the tree removal phase and bird exclusion protection devices installed on the existing bridge, creek diversion activities, footing, abutment and superstructure construction. Additional tasks included technical submittal reviews inclusive of abutment bracing, creek diversion, and falsework.

Dowd Road Bridge at Markham Ravine Bridge Replacement, Placer County, CA (2019): The project consisted of replacing the 2-lane bridge Markham Ravine with a wider and taller 2-lane bridge with shoulders to accommodate a 200-yr storm event, inclusive of roadway realignment and driveway reconstructions. Webster Engineering was contracted to perform construction inspection services and submittal reviews for Placer County as a sub-consultant to Drake Haglan & Associates.



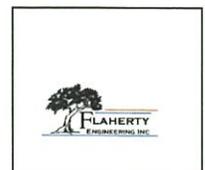


Jacob Gregory

Materials Tester

With Blackburn
Since 2017

Jacob Gregory has 6 years of experience in the materials testing/construction inspection field. His background includes Caltrans, roadways, dams, levees, light rail, pipelines, and airports. Jacob has provided construction inspections and certified testing of concrete, soils, hot mix asphalt, reinforcing steel, and prestressed concrete.





Certifications

- Caltrans Test Methods
125, 216, 231, 504, 518, 539,
540, 543, 556, 557
- ACI Concrete Field Technician
Grade I
- ICC Reinforced Concrete Special
Inspector – Associate
- ICC Structural Masonry Special
Inspector
- ICC Post tension Concrete
- Troxler Nuclear Gauge Certified

Representative Experience

Washington District Sustainable Community Infrastructure Project — West Sacramento, CA

Provided quality assurance materials testing for aggregate base, import borrow and HMA. Jacob also provided compaction tests on pavement, flatwork subgrade and trench backfill for storm drain, water, sewer and joint utilities.

Yolo County Pavement Preservation — Yolo County, CA. Performed compaction testing and Hot Mix Asphalt inspection on multiple segments of County road 27 in Yolo County. Tested existing pulverized roadway and new FDR-C structural section, verified cement spread rates, batch plant inspection and sampling, and hot mix asphalt coring and compaction testing during roadway rehabilitation.

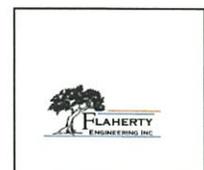
City of Roseville, On-Call Materials Testing Services — Placer County, CA. Field materials tester for the Fiddymont Ranch and Westbrook subdivisions. Performed quality assurance testing for the City which included underground backfill testing of sewer, storm drain, domestic and recycled water, and joint utilities. Performed concrete sampling, testing, and reinforcement inspection of storm drainage facilities.

City of Davis On-Call — Davis, CA. Performed compaction testing of trench backfill, roadway, and aggregate base for multiple capital improvement projects for the City of Davis. Sampled and tested concrete and Hot Mix asphalt as required. Projects included:

- Third Street Improvements Phase 2
- Tim Spencer Alley Improvements
- Veterans Memorial Center Renovation

Hellhole Dam Core Raise — Placer County, CA. Performed materials testing and quality assurance during construction of a new clay core and core raise for the Dam. Tested clay core, fine and coarse filter layers, and general fill quality and conformance with project specifications. Blackburn established an onsite lab due to the remote project location. Jacob performed onsite lab testing for soil compaction curves, gradations, and moisture contents.

Sacramento Regional Transit, Cosumnes River College Pedestrian Bridge — Sacramento, CA. Performed materials testing of soils and concrete during construction of the pedestrian bridge from the Light Rail Station to Cosumnes River College. Provided concrete and post tension inspection during precasting of pedestrian bridge segments.





Sergio Tostado, PE

Senior Materials Tester

With Blackburn

Since 2011

Education

Sergio Tostado is an experienced, conscientious, and hard-working inspector. He has been with Blackburn for over seven years. He has performed quality assurance materials testing and inspection in support of a variety of different public works projects, capital improvement programs, and development projects. He is well-versed in all aspects of construction including soils, concrete, and asphalt. He also has laboratory analysis experience including soils, concrete, and hot mix asphalt in accordance with the American Society for Testing and Materials (ASTM) and California Department of Transportation (Caltrans).





- Sacramento State University
– BS Civil Engineering, 2009
- Sacramento State University
– MS Geotechnical
Engineering, 2013

Registrations

- Professional Engineer, Civil,
CA #89375

Certifications

- Caltrans Test Methods: 105,
125, 201, 202, 216, 217, 226,
227, 229, 231, 308, 309, 382,
504, 518, 533, 539, 540, 556,
and 557
- ACI Concrete Field Testing
TechGrade 1
- Troxler Nuclear Gauge
Certified

Representative Experience

City of Elk Grove On-Call — Elk Grove, CA

Performed materials testing and quality assurance during construction of a variety of different City infrastructure projects which included construction of new City streets, underground, and housing developments. Tested construction materials for quality and conformance with City and public works standards such as soil, aggregate base, concrete, and hot mix asphalt.

Elk Grove Creek Trail Crossing — Elk Grove, CA

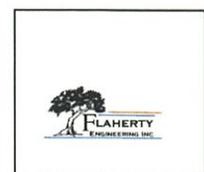
Performed quality assurance materials testing during construction of a 1,280-foot-long cast-in-place concrete box girder bridge supported by CIDH and Driven piles. The bridge spans State Route 99 and provides pedestrian and bicycle access from West Stockton to East Stockton Boulevards. Provided Caltrans certified testing during construction of the overhead structure, including batch plant inspection and concrete sampling and testing of PCC for the bridge bents, abutments, CIDH piles, bridge deck, hinges, and soffits. Performed compaction testing during backfill of structure abutments, bents, subgrade, and testing of Class 2 AB for pedestrian and bicycle access to the newly constructed bridge.

Sacramento Railyards Improvements — City of Sacramento, CA

Performed quality assurance testing of soils during over excavation and construction of bridge embankment and roadway fills. Sampled and tested light weight cellular concrete during construction of MSE walls. Also performed compaction testing of sidewalk, curb/gutter and roadway subgrade and aggregate base. Performed concrete sampling and testing off structural concrete. Performed quality assurance compaction testing of backfill at environmental cleanup sites.

Feather River Levee Improvements — Sutter and Butte Counties, CA

Quality Assurance Materials Tester for the construction and repair of 14.8 miles of levee. Project consists of correction of levee slope geometry, installation of shallow and deep cutoff walls, reconstruction of pump stations and canals, embankment construction, and levee patrol roads. Responsible for daily quality assurance testing of open trench soil bentonite cutoff walls, which includes sampling and testing of bentonite slurry and soil bentonite backfill, and documentation of cutoff wall depths, cap installation, and quantities of backfill. Works closely with the construction management team, contractor quality control, and the Geotechnical Engineer of Record to ensure compliance with contract plans and specifications.





Bryce Moore

Director of Construction Services

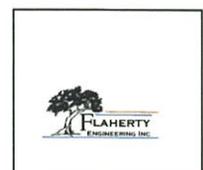
Bryce Moore serves as Blackburn’s Director of Construction Services and has been with the company for over 13 years. Bryce graduated from California Polytechnic State University, San Luis Obispo, CA with a Bachelor’s degree in Agriculture Business. Bryce’s experience of over 18 years includes management, inspection, and materials management and testing for city and county roadways, public works infrastructure, levees, Caltrans roadways and bridges, subdivisions, schools, and pipeline projects. Bryce has provided inspection and certified testing of concrete, soils and asphalt. He is Caltrans, ICC, and ACI certified.

With Blackburn

Since 2006

Education

- California Polytechnic State University, San Luis





Obispo, Ca. B.S. Ag.
Business, 2003

- UC Davis, Sacramento Extension. Certificate Construction Management 2008

Certifications

- Caltrans Test Methods 105, 125, 201, 231, 308, 309, 366, 375, 382, 518, 521, 533, 539, 540, 543, 556 and 557
- ICC-Reinforced Concrete Special Inspector
- ACI Concrete Field Technician Grade I
- Troxler Nuclear Gauge Certified

Representative Experience

Caltrans District 3 On-Call Inspection & Materials Testing Services — Butte, Colusa, El Dorado, Glenn, Nevada, Placer, Sacramento, Sierra, Sutter, Yolo and Yuba Counties, CA

Project Manager for the current and former Caltrans District 3 contract which covers eleven local counties. Responsible for staff training, recruitment, and assignment to local Caltrans offices to augment Caltrans materials testing and inspection staff. Bryce performed materials testing and construction inspection on multiple highway projects under previous Caltrans On-Call contracts.

Alleghany Rd Over Oregon Creek Bridge Rehab Project — Yuba County, CA

Managed and performed Blackburn's independent assurance services during rehabilitation and construction of the Alleghany Road Bridge that crosses Oregon Creek. Blackburn performed HMA batch plant sampling, concrete sampling, aggregate base testing and structural backfill testing.

5th and 6th Street Road Improvements — Sacramento, CA

Field Service Manager for these projects being constructed at the Sacramento Railyards site. The 5th and 6th St projects consist of constructing new roadway, a viaduct structure, underground utilities, MSE walls and conventional retaining walls, bridge foundations, and surface improvements. Managed materials testing staff, performed daily field report and laboratory report review for conformance with Caltrans and project specifications.

Nevada County Airport — Grass Valley, CA

Lead Inspector for the installation of new storm drain and erosion controls systems at the Nevada County Airport. Performed inspection and materials testing during construction of two concrete energy dissipater systems, soil stabilization, mass grading, and storm drain installation. Responsible for review and approval of pay quantities/requests, change order work, and public relations with the Airport and CALFIRE.

Caltrans District 9 On-Call Construction Services — Mono and Inyo County, CA

Under Caltrans contract 06A2160, managed construction inspection services for multiple sections of US 395: Route 270 to Jack Sawyer Road, Green Lakes CAPM, Lee Vining Rockfall, and Bridgeport Culverts. Under Contract 06A1738, managed quality assurance materials testing services for a major four-lane freeway realignment with interchanges, bridge overcrossings, and undercrossings.





4. Work Plan and Schedule.

a. Project Understanding

This project consists of two separate construction contracts.

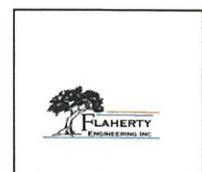
Mountain House Road Locations – Contract 1

The first contract is to reconstruct storm damage on Mountain House Road in Sierra County. There are four location on this contract.



Location 1 Federal Aid Project No. BRLO-32LO(484)

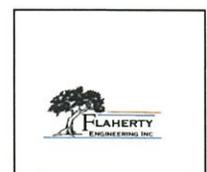
In this location the project removes an existing 30" CMP and replaces it with a new 30" CMP. The new pipe extends further than the existing pipe and provides for reconstruction of the road surface and fill slope. At the terminus of the new 30" CMP a down drain consisting of a half section of CMP is extended to the toe of the slope. The new fill slope is buttressed by ½ ton RSP at the toe of the fill slope. Where the new slope is constructed of fill material, the final slope is hydroseeded with an approved seed and binder mix. Additionally, the new CMP has an outlet RSP dissipation pad.





Location 2 Federal Aid Project No. BRLO-32LO(485)

Similar to Location 1, In this location the project removes an existing 18" CMP and replaces it with a new 30" CMP. The new pipe extends further than the existing pipe and provides for reconstruction of the road surface and fill slope. At the terminus of the new 30" CMP a down drain, consisting of a half section of CMP, is extended to the toe of the slope. The new fill slope is buttressed by ½ ton RSP at the toe of the fill slope. Where the new slope is constructed of fill material, the final slope is hydroseeded with an approved seed and binder mix. Additionally, the new CMP has an outlet RSP dissipation pad.





Location 3 Federal Aid Project No. BRLO-32LO(486)

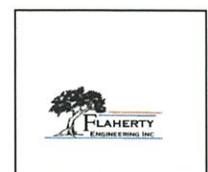
Similar to Location 1, In this location the project removes an existing 18" CMP and replaces it with a new 30" CMP. The new pipe extends further than the existing pipe and provides for reconstruction of the road surface and fill slope. At the terminus of the new 30" CMP a down drain, consisting of a half section of CMP, is extended to the toe of the slope. The new fill slope is buttressed by ½ ton RSP at the toe of the fill slope. Where the new slope is constructed of fill material, the final slope is hydroseeded with an approved seed and binder mix. Additionally, the new CMP has an outlet RSP dissipation pad.





Location 4b Federal Aid Project No. BRLO-32LO(487)

Location 4b utilizes a different reconstruction strategy than the first 3 Locations. The road surface is constructed on a cut surface and ostensibly generates fill material for the other 3 locations. There are no culverts constructed with location 4, however a drainage ditch/bench is constructed above the road in order to redirect water from the road surface. Location 4 call for tree removal and hydroseeding the bare slope surfaces.





Ridge Road Contract – Contract 2

The second contract is to reconstruct storm damage on Ridge Road in Sierra County. There are two locations on this contract.



Location 1 Federal Aid Project No. BRLO-32LO(483)

Location 1 requires installation of a soldier pile wall with timber lagging to retain the hill side. After installation of this structure the project backfill will commence and continue to the Retaining Slab which ties the soldier piles to the grade. This slab on grade will also be used as a base to construct the guard rail safety element for the project. A section of Aggregate Base (AB) and Hot Mix Asphalt (HMA) will provide the final road surface inboard of the slab on grade.





Location 2 Federal Aid Project No. BRLO-32LO(492)

Location 2 requires installation of a soldier pile wall with timber lagging to retain the hill side. After installation of this structure the project backfill will commence and continue to the Retaining Slab which ties the soldier piles to the grade. This slab on grade will also be used as a base to construct the guard rail safety element for the project. A section of Aggregate Base (AB) and Hot Mix Asphalt (HMA) will provide the final road surface inboard of the slab on grade.

Typical Soldier Pile Wall Construction Sequence

1. Establish line and grade offsets for retaining wall LOL and layout for piles. Establish elevation at each pile location.
 2. Drill shaft on layout to desired tip elevation.
 3. Place H beam inside shaft. Ensure shaft remains stable and no caving has occurred. If caving occurs remove H pile and clean shaft. Check pile elevation and secure pile.
 4. Place concrete to desired elevation. Repeat steps 1-4 on remaining piles.
 5. After concrete backfill has reached required strength begin excavation from top down.
 6. Install timber lagging ensuring excavation remains compliant with all safety regulations. Install any spacers/pile protection. Secure lagging to soldier piles.
 7. Place leveling blocks where required.
 8. Place drainage and structure backfill behind lagging.
 9. Grade for cap beam.
 10. Cut soldier piles to elevations on contract plans and install rebar hairpins.
 11. Place forms for cap beam and any required imbeds.
 12. Pour cap beam to lines and grades on contract plans.
- Sequence is not all inclusive and each site will have its own requirements.





4b Work Plan

Our approach to our construction management and inspection services for the Storm Damage Repair Projects provides a comprehensive road map for efficient management of construction activities. Our approach is designed to deliver the project in accordance with all contract requirements – meeting all the County’s project goals. We will inspect the work and administer the contracts in compliance with the project’s plans and special provisions; the County’s procedures and standards, including the County Quality Assurance Plan; and permit requirements. We will also utilize our Construction Quality Management Program which compiles lessons learned from 30 years of construction management.

In the **pre-construction phase**, we will emphasize developing the document and cost tracking systems to meet funding guidelines, establishing lines of communication, understanding the stakeholders’ concerns, assisting the County with the award process, scheduling long-lead materials and equipment, and processing early submittals, including the Storm Water Pollution Prevention Plan (SWPPP) and the CPM baseline schedule.

In the **construction phase**, we will work with the County to provide cost control and schedule management; timely responses to all correspondence, submittals, and requests for information (RFIs); and to efficiently process all contract change orders and estimates. In the field, our construction inspectors will prepare daily inspection reports that document all field conditions, work completed, and materials used. All records will be kept in accordance with the Caltrans standard filing system as outlined in the Caltrans Construction Manual.

In the **post-construction phase**, we will conduct a final walk-through with the County and will prepare a final punch list. Once complete, the final estimate will be issued, the project will be accepted, and the as-built drawings and audit ready project records will be delivered to the County.

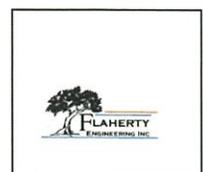
4b.1 CONSTRUCTION MANAGEMENT

Our Construction Management team will be led by Keith Flaherty P.E. Mr. Flaherty has 30 years of experience as the manager for large, heavy civil engineering projects just like the Storm Damage Repair project. He is available as needed for this project until the project is complete.

4b.2 CONSTRUCTION MANAGEMENT PLAN

Mr. Flaherty has prepared a Construction Management Plan for many projects in local foothill counties in Northern California. After gaining an understanding of Sierra Counties needs and desires, Keith can readily prepare a plan that is tailored to the requirements of the Storm Damage Repair project. This will be done expeditiously and presented to the County for review in electronic format. Once all review comments are addresses copies as required will be delivered to the County Project Manager for their records. A Copy will also be placed in the project files.

Our experience with the Local Agency Procedures lets us know that following the Caltrans filing system will fit the County’s needs most as this is most familiar to the auditors and allows for easy understanding and review of the project records.





We propose use of the Drop Box for contract administration and document processing on this project in addition to paper records. Our records in Drop Box are scanned versions of the project records and access can be granted to the County Project Manager and any others who need access to the project records.

We recommend holding a meeting at the beginning of the project to confirm document control protocol. This process will allow specific needs to be identified before the files are set up and also to minimize questions at the end of the project.

We will prepare and submit monthly reports to the County in both electronic and printed formats. These reports will document cost and schedule items for the project to date and for the most recent month. Reporting will include current and previous payments made to the contractor; project completion milestones and any impacts to those dates; change orders processed during the current month and a cumulative total for all change orders processed to date; a narrative on schedule issues, and work completed during the current month as well as anticipated activities for the upcoming month. The report will also include information on submittals and RFIs submitted during the subject period and cumulative to date for the project. Several project photographs will be included in each report of work activities completed during the reporting period.

4b.3 REVIEW OF QUALITY ASSURANCE PROCEDURES MANUAL

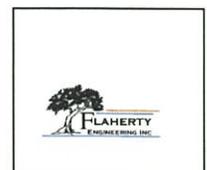
Mr. Flaherty will review and suggest edits the County Quality Assurance Procedures manual. Reviewing and editing this will be done quickly. Copies will also be made available to other team members for their comments and to familiarize them with the County's QAP. If edits are approved, they will be incorporated into the document and electronic versions will be sent to the County Project Manager for his review. When the review is complete, final copies will be sent to the County as required. A copy will also be placed in the project records.

4b.4 ADMINISTRATION

Coordination of the various elements that need to be performed on a project of this size and complexity can be a daunting. We are proposing a Construction Manager/ Resident Engineer, Structures Representative and staff who have successfully accomplished this task for Caltrans as well as other public agencies on projects this size and as large as \$108M in cost and 4 years in overall construction time. Mr. Flaherty and our proposed team is fully available and anxious to start working on this project. We demonstrate below the specific tasks listed in the Administration portion of the RFP and look forward to discussing in detail how we can meet and exceed the County's expectations for Administration of the Storm Damage Repair projects.

4b.5 CONSTRUCTABILITY REVIEW

One of the most critical elements of a successful project is an excellent set of plans and specifications. During our review process in preparation for this proposal, we have reviewed the project documents and found some that a drainage element is missing from behind the solder pile walls. Our team proposes that at this stage the addition of drainage behind the solder pile walls needs to be addressed prior to construction. We propose to continue this review process, meet with the county and the Design Engineer to resolve the issues we see with the project and develop an even stronger set of project documents. As a side note, Mr. Flaherty and Mr.





Siemers have worked together at Caltrans for years on complicated Heavy Civil Construction project. and have a developed working relationship. This existing relationship will help in the constructability review process and resolution of issues.

4b.6 DOCUMENTING PRECONSTRUCTION CONDITIONS

Our team will generate pre-construction pictures and videos as necessary to document pre-construction conditions. These documents will be stored in digital and hard copy format with narrative on the video and information on the picture that depicts the location and orientation of the photo as well as the subject of the photo.

4b.7 MEETINGS

Preconstruction Meeting

Keith and the team will conduct a pre-construction meeting along with County staff, permitting agencies, and our project staff. Other pertinent entities, will be invited to attend.

During the meeting, we will discuss project specifics, including contract submittal requirements, change order and potential claim procedures, the contractor's construction schedule, technical issues, and safety procedures. Our team will prepare a meeting agenda and will provide minutes to the attendees for their records. All necessary forms will be provided to the contractor for submittal in accordance with required construction records and accounting formats.

Construction Meetings

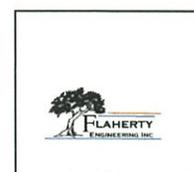
We will hold weekly progress meetings to coordinate communication with the contractor, the County, and other stakeholders, as necessary. Our staff will proactively meet with the contractor to discuss upcoming operations, contract requirements, and potential issues related to proposed construction activities. Prior to the contractor demobilizing on the project, we will invite all stakeholders to walk the project with us to make sure their concerns have been addressed.

Other Meetings

Other meeting will be convened as needed to address specific concerns either with the County, the public or other stakeholders who need project information.

4b.8 QSD/QSP Water Quality Monitoring and SWPPP Support

We will review the contractors' SWPPP plan and perform compliance inspections during construction. Our project staff is trained in the latest storm water pollution control requirements. We understand the importance of the various BMPs and will verify they are properly implemented on the project. In addition, we will confirm the contractor is completing their SWPPP reporting forms and will provide our own reports as well.





4b.9 PROJECT ENVIRONMENTAL COMPLINACE, PERMIT COMPLAINCE AND BIOLOGICAL MONITORING

Our construction management staff will develop a log of permit conditions that includes regulatory milestones and reporting requirements, correlates those requirements to pay items and tasks on the CPM and shows current status relative to permit conditions. All activities that directly relate to permit activity or are governed by a permit will be tracked in our inspector’s daily diaries separately. Using our tracking system, those activities and inspector reports will be available in real time and sortable by permit type/name, date, and responsible contractor. Upon completion of regulated activities, our resident engineer will submit the required permit closure documents to the issuing agency.

SWPPP BMPs will be monitored on a weekly basis by the CM team and if possible, our inspection will be coordinated with the contractor’s SWPPP inspector for consistency in understanding for the requirements of the Construction general permit (CGP).

4b.10 SCHEDULE REVIEW

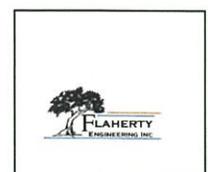
Keith will implement comprehensive project controls to help manage the critical issues of time, cost, scope, quality, and safety. As time is money, we will focus on efficiently keeping the project on schedule to realize cost savings. Through timely constructability reviews during project initiation and start-up; effective utility coordination; the resolution of project issues at the lowest level of management – at the project site; and expert management of potential claims – the Storm Damage Repair project will be kept on schedule and budget.

We will work closely with the contractors to make certain that schedule control measures and management techniques are in place to accurately plan, monitor, and report performance throughout construction.

We will perform a detailed review of the contractor’s schedules to assess logic between activities, key activity durations to determine whether or not they are realistic and verify that the critical path complies with the contract documents. We will confirm that all specified construction sequencing and schedule constraints, permit conditions, interfacing with adjacent contracts, and all submittals, procurement, construction, traffic control, testing and closeout activities are included for all contract work. **We will also verify that the schedule meets all milestones and deadlines.**

During construction, we will review the monthly schedule updates to confirm the progress of construction, including start and finish dates for the activities, changed logic ties, any delays encountered, and other potential impacts. If impacts to the schedule appear imminent, we will immediately schedule meetings with the contractor to discuss alternatives, including the use of additional shifts or manpower, if necessary.

Once the baseline schedule is approved, it will serve as the blueprint for the contractor’s approach to constructing the project and will used to evaluate potential delays and work-





around strategies to mitigate delay impacts. If impacts to the schedule appear imminent, our resident engineer will immediately schedule meetings with the contractor to discuss alternatives, including the use of additional shifts or manpower, if necessary.

4b.11 COST CONTROL AND MONTHLY PROGRESS PAYMENTS

Whether the construction budget is an independent schedule of values or a cost loaded CPM schedule, the resident engineer, with input from the field inspector, will compare every payment item to the actual work performed during the month. We will recommend to the County any necessary withholdings, such as liquidated damages, labor compliance issues, stop notices, rejected work, or noncompliance with contract requirements. This integrated system ensures that pay records meet audit standards on first review and provide the County real time access to the records.

A monthly status report will be generated for the County to provide an update on the project schedule, project budget, expenditures on change orders and any appropriate analysis, a forecast at completion (costs), work completed in the specified period, work contemplated for the next period, outstanding project issues, any potential claims and analysis of those claims, project photographs, and VC&A contract status. This report will also summarize the anticipated cash flow of the remaining work, including all hard costs such as change orders, item overruns, and soft costs such as potential claims.

We utilize a system for tracking and monitoring the actual construction costs on a project. This system includes spreadsheets to track progress pay estimates, item over-runs and under-runs, and contract change orders. These forms are in electronic format and can be tailored to meet the County's needs.

4b.12 SUBMITTALS AND CLARIFICATIONS

Submittals

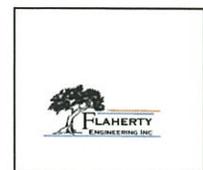
Our staff will maintain a submittal log and process all required submittals. We understand the importance of reviewing submittals in a timely manner and will receive, log, track, and process shop drawings and other contractor submittals and coordinate review of the submittals with the County. Prior to forwarding submittals to the County, we will review each submittal for completeness. If a submittal is found to be incomplete, it will be immediately returned to the contractor with the deficiencies noted.

RFIs

We also maintain log that tracks Requests for Information (RFIs). These are distributed to the appropriate team member along with a time to respond. When the response is generated and approved by the Contract Manager, I will be distributed to the Contractor and logged in our RFI log. The complete response will be kept in hard copy and electronic format in the project records.

4b.13 CONTRACT MODIFICATIONS/CHANGE ORDERS/CLAIMS

Constructability reviews and a partnering relationship with the contractor are critical to minimizing contract change orders and claims. We will continue to review the plans and specifications to verify the design as presented is complete and clear, poses no construction conflicts, and is economically feasible





to build. When we discover potential issues, we work with our clients and the contractor to develop creative solutions.

Our inspectors will walk the project site to identify all pre-existing site conditions, surrounding areas, and access points. The project site conditions will be documented before construction starts to avoid disputes about damage caused during construction or restoration of the site post-construction. All pre-construction photos and videos will be documented, logged, and filed.

Our Resident Engineer will use the change order authorization process established with the County at the beginning of the contract and will complete an entitlement assessment for contract change orders, analyze costs and schedule impacts, recommend approval or rejection, and negotiate the approved change with the contractor. Change order authorizations are tracked in monthly reports to monitor overall construction budget authorizations and contingency balances. Potential costs will be tracked for budgeting purposes until resolution.

4b.14 FIELD INSPECTION

As the Resident Engineer for the Storm Damage Repair projects, our role is twofold – (1) to verify that construction proceeds in accordance with the County’s plans and specifications and all other pertinent project standards and (2) to conduct inspections to verify the workmanship and quality of all work conducted on site. This includes inspecting the methods, means, and techniques utilized by the contractor or any of their sub-contractors. Any deficiencies or deviations from the contract documents will be documented in writing, sent to the contractor, and brought to the County’s attention.

Our inspectors are responsible for:

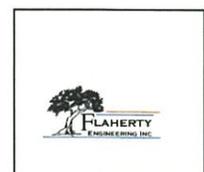
- Monitoring the contractor’s work for general conformance with the plans and specifications
- Documenting the progress of the work with daily diaries and photographs, available through Dropbox.
- Monitoring contract change order work in the field
- Confirming that the engineer’s submittal comments are incorporated into the work
- Reviewing the contractor’s as-built record drawings status
- Coordinating materials testing
- Reviewing and logging materials testing results and addressing non-conforming tests
- Preparing deficiency and punch lists.

4b.15 SURVEY

The project surveying is the responsibility of the construction contractor on these projects. Understanding the construction surveys and checking the layout as a quality assurance function will be the responsibility of the construction inspector, Tim Hamilton on a routine basis. Tim has multiple years of experience checking survey layout on very complex structures and roadways. He is capable of insuring that the surveys provided are sufficient and correct to build these projects as designed. If any issues arise Keith will be available to manage issues and resolve surveys as needed.

4b.16 TESTING

All testing will be performed in accordance with Caltrans testing procedures as outlined in Chapter 6 of the Caltrans Construction Manual and the County QA plan. These tests will be performed by Blackburn Consultants a very well established and well known testing laboratory on the Sierra





Foothills. With the support of our construction inspector, who will be scheduling the testing Blackburn will perform all necessary testing to keep the project in compliance with Federal and State requirements.

4b.17 FINAL COMPLETION AND ACCEPTANCE PROJECT CLOSE-OUT

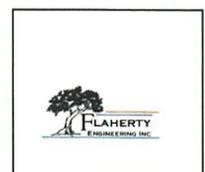
Elements leading to project completion include rectifying outstanding punch list items, approval and acceptance of final payment, and completion of project paperwork. Our tasks will include:

- Working with the contractor to verify the as-built drawings are kept up to date on a regular basis
- Making sure our as-built set of drawings reflect the same changes
- Developing a punch list of remaining items of work after the contractor's work is substantially complete
- Completed and following through with the contractor's completion of those items
- Conducting a final project review with the County, the designer, and other agencies that may be affected by the work
- Upon satisfactory completion, submittal of a formal recommendation for project acceptance
- Preparation of the proposed final payment, addressing the contractor's exceptions, and submittal of the final payment requests in the time-frame required by law.

4b.18 CLOSEOUT

A final submittal package of all field records will be submitted to the County in an organized, timely manner. Along with the records, we will prepare a project completion report, which will include:

- A summary of change orders and potential claims
- A summary of the materials tested and incorporated into the work
- Final project schedule and project expenditures
- Summary of final acceptance
- As-built drawings
- Paperwork for federal compliance and labor compliance; preparation of reimbursement invoices; and all required paperwork, reports, and submittals, as necessary.





5. Federal and State Requirements

The Team assembled for the Sierra County Storm Damage Repair Projects is a team of seasoned professionals. We have worked in both the public and private sector and understand the perspective of both. Most importantly, in order to keep this project in compliance with federal and state requirements, we are all intimately familiar with State and Federal record keeping requirements. We propose to have the record match the Caltrans Construction Manual record keeping system as this would be the most familiar and comfortable for the local assistance staff at Caltrans who might be reviewing the project records.

In addition to paper records, we will keep the project records on Dropbox. This system will mimic the paper records and will be made available to County staff and if requested to County for their review.

Keith Flaherty has been in the position of Resident Engineer and Senior Resident Engineer at Caltrans, Senior Vice President at Vali Cooper and Associates and Senior Engineer at The U.S. Army Corps of Engineers. During all of these assignments, he has been responsible for managing a team of professionals and has been in responsible charge of several billion dollars of heavy Civil construction. Keith is the ideal person to ensure that the Storm Damage Repair projects are delivered in conformance with federal and state requirements.



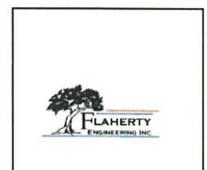


6. Supporting Information



Flaherty Engineering Inc. was founded by Keith Flaherty in 2017. Over the past several years the firm has grown in capacity and client base. We now have 5 full time employees and are working in local agencies from Oroville to Lone California. In addition, as a valued former member of Caltrans Staff, Keith has been asked to assist Caltrans in claims support for the Placerville Operational Improvements project, scheduling support for the Hwy 80-65 Interchange project and has been contracted for on call construction inspection support for Caltrans District 3 as well as claims and scheduling support for Caltrans District 1 and 3.

Mr. Flaherty is currently on Dispute Review Boards (DRB) for Caltrans projects in District 10, 1 and 2 and is the Chairman for the DRB on the diverging Diamond interchange project in Manteca Ca.





COUNTY OF SIERRA

**CM SERVICES FOR 2017 STORM DAMAGE FHWA ER PROJECTS
RIDGE ROAD SITES 1 & 3 AND MOUNTAIN HOUSE SITES 1-4**

ABOUT

Founded by Katherine Webster, Webster Engineering, Inc. (WE) is a DBE certified civil engineering consulting firm. WE provides a wide variety of services in all phases from Preconstruction through Construction on highway and bridge related projects. Construction Management services include engineering support, field inspection, contract management, project cost control, scheduling, utility relocation coordination and project closeout. Katherine’s experience stems from working for years in the construction industry building bridges, roads and buildings in California with recent experience working at the City of Placerville on federally funded projects. Her experience includes working with Caltrans Standards, federal funding programing, Local Assistance, utility coordination and Caltrans encroachment permits. Katherine’s experience working for the City of Placerville gives her greater understanding and insight of local project requirements and needs.

CONTACT

Katherine (Katy) Webster
P.O. Box 2214
Placerville, CA 95667

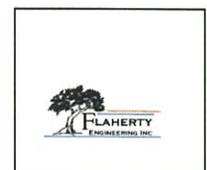
Phone: 916-521-6932
Email: katherine@websterengineering.net

SCOPE OF WORK

Webster Engineering will provide technical project support inclusive of submittal reviews and supplemental site inspection as requested for 6-project locations.

Anticipated tasks will include:

- Office engineering inclusive of RFI coordination, submittal review, CCO preparation, etc as requested/required per project location.
- As requested/needed, field inspection and daily report preparation.





Firm Profile

Blackburn Consulting formed in 1998 with a commitment to excellence. Blackburn provides geotechnical/geo-environmental consulting, materials testing, and construction inspection services. We are a certified small business with offices in Fresno, West Sacramento, and Auburn, California. Blackburn is committed to public sector projects and stays current with state and local agency requirements. This translates into efficient analysis, less review time, and practical solutions. Blackburn specializes in roadways, bridges, tanks, pipelines, water/wastewater treatment plants, landslide mitigation, levees, and dams. We have a strong reputation for quality because we take the time to do things right.

Materials Testing Qualifications

Blackburn's material testers have:

- Specialized training and education for testing procedures and techniques,
- Extensive experience in public works construction for the City of Davis,
- Training in standard practices for testing and quality assurance, and
- Experience with the City of Davis Standard Specifications, Caltrans Standard Specifications, and Local Assistance Procedures and Caltrans Construction Manuals.

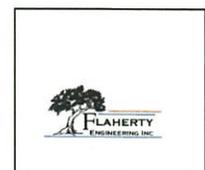
Blackburn's materials testing staff are certified by Caltrans, International Code Council (ICC), and the American Concrete Institute (ACI). Blackburn's materials testing staff provide the experience and the professionalism to navigate contractor issues and implement the construction standards and design team's vision. Blackburn recently provided materials testing for the Cannery Development, 3rd Street Streetscape Improvements Phase 1 and 2, and the 2016 Road Rehabilitation Project.

Laboratory Testing Qualifications

Our laboratory performs a wide array of tests on soil, rock, soil amendment mixtures, Hot Mix Asphalt and aggregates. In-house laboratory services allow us to maintain close control of testing and turn-around times. All laboratory data and reports are reviewed by a registered engineer for quality and accuracy. Our laboratory maintains a Quality Assurance (QA) Program approved by:

- California Department of Transportation (Caltrans)
- Cement and Concrete Reference Laboratory (CCRL)
- AASHTO Materials Reference Laboratory (AMRL)
- US Army Corp of Engineers (USACE)
- Division of the State Architect (DSA)

Our QA program requires independent assurance testing and includes procedures for technician certification, test control data, diagnostic and corrective action, performance procedures, equipment inventory, equipment calibration information, and technician training records.



Cost Proposal

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Flaherty Engineering Inc. _____
Project No. 32LO (483) _____ Contract No. _____ Date 2-12-2020 _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
<u>(Project Manager)*</u>	_____	_____	\$ _____	\$ _____
<u>(Sr. Civil Engineer)</u>	Keith Flaherty P.E.	40	\$ 100	\$ 4,000.00
<u>(Envir. Scientist)</u>	_____	_____	\$ _____	\$ _____
<u>(Inspector)**</u>	Tim Hamilton	120	\$ 61.80	\$ 7,416.00

LABOR COSTS

- a) Subtotal Direct Labor Costs \$11,416.00
- b) Anticipated Salary Increases (see page 2 for calculation) \$ _____ 0
- c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** **\$ 11,416.00**

INDIRECT COSTS

- d) Fringe Benefits (Rate: 59.38 %) e) Total Fringe Benefits [(c) x (d)] \$ 6,778.82
- f) Overhead (Rate: 50.62 %) g) Overhead [(c) x (f)] \$ 5,778.78
- h) General and Administrative (Rate: _____ %) i) Gen & Admin [(c) x (h)] \$ _____
- j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** **\$ 12,557.60**

FIXED FEE 10%k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10 % **\$ 2,397.36**

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	1000	mi	\$.575	\$ 575.00
Subsistence	10	Da	\$120	\$1,200.00
Permit Fees			\$	\$
Plan Sheets			\$	\$
Test			\$	\$

l) **TOTAL OTHER DIRECT COSTS** **\$ 1,775.00**

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

Subconsultant 1: Blackburn	\$14,733.50
Subconsultant 2: Webster Engineering	\$12,562.70
Subconsultant 3:	\$
Subconsultant 4:	\$

m) **TOTAL SUBCONSULTANTS' COSTS** **\$ 27,296.20**

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** **\$ 29,071.20**

TOTAL COST [(c) + (j) + (k) + (n)] **\$ 55,442.16**

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.

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

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

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	5000		\$50.00	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	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	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	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

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	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
Total Direct Labor Cost with Escalation					=	\$257,871.10
Direct Labor Subtotal before Escalation					=	\$250,000.00
Estimated total of Direct Labor Salary Increase					=	\$7,871.10

NOTES:

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

Certification of Direct Costs:

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

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

Date of Certification (mm/dd/yyyy): 02/12/2020

Signature : 

Email: keith@flahertyeng.com Phone Number: 916-826-3943

Address: 2761 Greenbrook Drive, Camino. Ca. 95709

*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:

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Flaherty Engineering Inc. _____
Project No. 32LO (484) _____ Contract No. _____ Date 2-12-2020 _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
<u>(Project Manager)*</u>	_____	_____	\$ _____	\$ _____
<u>(Sr. Civil Engineer)</u>	Keith Flaherty P.E.	10	\$ 100	\$ 1,000.00
<u>(Envir. Scientist)</u>	_____	_____	\$ _____	\$ _____
<u>(Inspector)**</u>	Tim Hamilton	30	\$ 61.80	\$ 1,854.00

LABOR COSTS

- a) Subtotal Direct Labor Costs \$2,854.00
- b) Anticipated Salary Increases (see page 2 for calculation) \$ _____ 0
- c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** **\$ 2,854.00**

INDIRECT COSTS

- d) Fringe Benefits (Rate: 59.38 _____%) e) Total Fringe Benefits [(c) x (d)] \$ 1,694.71
- f) Overhead (Rate: 50.62 _____%) g) Overhead [(c) x (f)] \$ 1,444.70
- h) General and Administrative (Rate: _____%) i) Gen & Admin [(c) x (h)] \$ _____
- j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** **\$ 3,139.40**

FIXED FEE 10%k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10_% **\$ 599.34**

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	450	mi	\$.575	\$ 258.75
Subsistence	5	Da	\$120	\$ 600.00
Permit Fees			\$	\$
Plan Sheets			\$	\$
Test			\$	\$

l) **TOTAL OTHER DIRECT COSTS** **\$ 858.75**

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

Subconsultant 1: Blackburn	\$4,845.24
Subconsultant 2: Webster Engineering	\$5,710.32
Subconsultant 3:	\$
Subconsultant 4:	\$

m) **TOTAL SUBCONSULTANTS' COSTS** **\$10,555.56**

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$11,443.06

TOTAL COST [(c) + (j) + (k) + (n)] **\$ 18,035.80**

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 Page 2 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

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

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	5000		\$50.00	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			
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Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	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	
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Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

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	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$257,871.10	
	Direct Labor Subtotal before Escalation			=	\$250,000.00	
	Estimated total of Direct Labor Salary Increase			=	\$7,871.10	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)

- 3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- 4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

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

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Keith Flaherty Title *: President

Signature : _____ Date of Certification (mm/dd/yyyy): 01/30/2020

Email: keith@flahertyeng.com Phone Number: 916-826-3943

Address: _____

*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:

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Flaherty Engineering Inc. _____
Project No. 32LO (485) _____ Contract No. _____ Date 2-12-2020 _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
<u>(Project Manager)*</u>	_____	_____	\$ _____	\$ _____
<u>(Sr. Civil Engineer)</u>	Keith Flaherty P.E.	10	\$ 100	\$ 1,000.00
<u>(Envir. Scientist)</u>	_____	_____	\$ _____	\$ _____
<u>(Inspector)**</u>	Tim Hamilton	30	\$ 61.80	\$ 1,854.00

LABOR COSTS

- a) Subtotal Direct Labor Costs \$2,854.00
- b) Anticipated Salary Increases (see page 2 for calculation) \$ _____ 0
- c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** **\$ 2,854.00**

INDIRECT COSTS

- d) Fringe Benefits (Rate: 59.38 _____%) e) Total Fringe Benefits [(c) x (d)] \$ 1,694.71
- f) Overhead (Rate: 50.62 _____%) g) Overhead [(c) x (f)] \$ 1,444.70
- h) General and Administrative (Rate: _____%) i) Gen & Admin [(c) x (h)] \$ _____
- j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** **\$ 3,139.40**

FIXED FEE 10%k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10_% **\$ 599.34**

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	450	mi	\$.575	\$ 258.75
Subsistence	5	Da	\$120	\$ 600.00
Permit Fees			\$	\$
Plan Sheets			\$	\$
Test			\$	\$

l) **TOTAL OTHER DIRECT COSTS** **\$ 858.75**

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

Subconsultant 1: Blackburn	\$1,443.20
Subconsultant 2: Webster Engineering	\$5,710.32
Subconsultant 3:	\$
Subconsultant 4:	\$

m) **TOTAL SUBCONSULTANTS' COSTS** **\$7,153.52**

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$8,041.02

TOTAL COST [(c) + (j) + (k) + (n)] **\$ 14,663.76**

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 Page 2 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

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

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	5000		\$50.00	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	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	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	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

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	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$257,871.10	
	Direct Labor Subtotal before Escalation			=	\$250,000.00	
	Estimated total of Direct Labor Salary Increase			=	\$7,871.10	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)

- 3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- 4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

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

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Keith Flaherty Title *: President



Date of Certification (mm/dd/yyyy): 02/12/2020

Signature : _____

Email: keith@flahertyeng.com

Phone Number: 916-826-3943

Address: 2761 Greenbrook Drive Camino, Ca. 95709

*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:

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Flaherty Engineering Inc. _____
Project No. 32LO (486) _____ Contract No. _____ Date 2-12-2020 _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
<u>(Project Manager)*</u>	_____	_____	\$ _____	\$ _____
<u>(Sr. Civil Engineer)</u>	Keith Flaherty P.E.	10	\$ 100	\$ 1,000.00
<u>(Envir. Scientist)</u>	_____	_____	\$ _____	\$ _____
<u>(Inspector)**</u>	Tim Hamilton	30	\$ 61.80	\$ 1,854.00

LABOR COSTS

- a) Subtotal Direct Labor Costs \$2,854.00
- b) Anticipated Salary Increases (see page 2 for calculation) \$ _____ 0
- c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** **\$ 2,854.00**

INDIRECT COSTS

- d) Fringe Benefits (Rate: 59.38 _____%) e) Total Fringe Benefits [(c) x (d)] \$ 1,694.71
- f) Overhead (Rate: 50.62 _____%) g) Overhead [(c) x (f)] \$ 1,444.70
- h) General and Administrative (Rate: _____%) i) Gen & Admin [(c) x (h)] \$ _____
- j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** **\$ 3,139.40**

FIXED FEE 10%k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10_% **\$ 599.34**

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	450	mi	\$.575	\$ 258.75
Subsistence	5	Da	\$120	\$ 600.00
Permit Fees			\$	\$
Plan Sheets			\$	\$
Test			\$	\$

l) **TOTAL OTHER DIRECT COSTS** **\$ 858.75**

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

Subconsultant 1: Blackburn	\$8,176.20
Subconsultant 2: Webster Engineering	\$5,710.32
Subconsultant 3:	\$
Subconsultant 4:	\$

m) **TOTAL SUBCONSULTANTS' COSTS** **\$13,886.52**

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$14,774.02

TOTAL COST [(c) + (j) + (k) + (n)] **\$ 21,366.76**

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 Page 2 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

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

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	5000		\$50.00	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	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	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	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

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	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$257,871.10	
	Direct Labor Subtotal before Escalation			=	\$250,000.00	
	Estimated total of Direct Labor Salary Increase			=	\$7,871.10	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)

- 3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- 4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

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

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- 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)

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

Prime Consultant or Subconsultant Certifying:

Name: Keith Flaherty Title *: President



Date of Certification (mm/dd/yyyy): 02/12/2020

Signature : _____

Email: keith@flahertyeng.com

Phone Number: 916-826-3943

Address: 2761 Greenbrook Drive Camino, Ca. 95709

*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:

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Flaherty Engineering Inc. _____
Project No. 32LO (487) _____ Contract No. _____ Date 2-12-2020 _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
(Project Manager)*	_____	_____	\$ _____	\$ _____
(Sr. Civil Engineer)	Keith Flaherty P.E.	10	\$ 100	\$ 1,000.00
(Envir. Scientist)	_____	_____	\$ _____	\$ _____
(Inspector)**	Tim Hamilton	30	\$ 61.80	\$ 1,854.00

LABOR COSTS

- a) Subtotal Direct Labor Costs \$2,854.00
- b) Anticipated Salary Increases (see page 2 for calculation) \$ _____ 0
- c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** **\$ 2,854.00**

INDIRECT COSTS

- d) Fringe Benefits (Rate: 59.38 %) e) Total Fringe Benefits [(c) x (d)] \$ 1,694.71
- f) Overhead (Rate: 50.62 %) g) Overhead [(c) x (f)] \$ 1,444.70
- h) General and Administrative (Rate: _____ %) i) Gen & Admin [(c) x (h)] \$ _____
- j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** **\$ 3,139.40**

FIXED FEE 10%k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10 % **\$ 599.34**

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	450	mi	\$.575	\$ 258.75
Subsistence	5	Da	\$120	\$ 600.00
Permit Fees			\$	\$
Plan Sheets			\$	\$
Test			\$	\$

l) **TOTAL OTHER DIRECT COSTS** **\$ 858.75**

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

Subconsultant 1: Blackburn	\$ _____
Subconsultant 2: Webster Engineering	\$8,565.48
Subconsultant 3:	\$ _____
Subconsultant 4:	\$ _____
m) TOTAL SUBCONSULTANTS' COSTS	\$8,565.48

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$9,452.98

TOTAL COST [(c) + (j) + (k) + (n)] **\$ 16,045.72**

NOTES:

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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 Page 2 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

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

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	5000		\$50.00	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	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

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Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
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Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

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	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$257,871.10	
	Direct Labor Subtotal before Escalation			=	\$250,000.00	
	Estimated total of Direct Labor Salary Increase			=	\$7,871.10	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)

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EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

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- 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)

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Prime Consultant or Subconsultant Certifying:

Name: Keith Flaherty Title *: President



Date of Certification (mm/dd/yyyy): 02/12/2020

Signature : _____

Email: keith@flahertyeng.com

Phone Number: 916-826-3943

Address: 2761 Greenbrook Drive Camino, Ca. 95709

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List services the consultant is providing under the proposed contract:

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Flaherty Engineering Inc. _____
Project No. 32LO (492) _____ Contract No. _____ Date 2-12-2020 _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
<u>(Project Manager)*</u>	_____	_____	\$ _____	\$ _____
<u>(Sr. Civil Engineer)</u>	Keith Flaherty P.E.	70	\$ 100	\$ 7,000.00
<u>(Envir. Scientist)</u>	_____	_____	\$ _____	\$ _____
<u>(Inspector)**</u>	Tim Hamilton	160	\$ 61.80	\$ 9,888.00

LABOR COSTS

- a) Subtotal Direct Labor Costs \$16,888.00
- b) Anticipated Salary Increases (see page 2 for calculation) \$ _____ 0
- c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** **\$ 16,888.00**

INDIRECT COSTS

- d) Fringe Benefits (Rate: 59.38 %) e) Total Fringe Benefits [(c) x (d)] \$ 10,028.09
- f) Overhead (Rate: 50.62 %) g) Overhead [(c) x (f)] \$ 8,548.71
- h) General and Administrative (Rate: _____ %) i) Gen & Admin [(c) x (h)] \$ _____
- j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** **\$ 18,576.80**

FIXED FEE 10%k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10 % **\$ 3,546.48**

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	1000	mi	\$.575	\$ 575.00
Subsistence	10	Da	\$120	\$2,400.00
Permit Fees			\$	\$
Plan Sheets			\$	\$
Test			\$	\$

l) **TOTAL OTHER DIRECT COSTS** **\$ 2,975.00**

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

Subconsultant 1: Blackburn	\$14,733.50
Subconsultant 2: Webster Engineering	\$19,415.09
Subconsultant 3:	\$
Subconsultant 4:	\$

m) **TOTAL SUBCONSULTANTS' COSTS** **\$ 34,148.59**

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** **\$ 37,123.59**

TOTAL COST [(c) + (j) + (k) + (n)] **\$ 76,134.87**

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.

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

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

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	5000		\$50.00	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	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	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	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

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	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
Total Direct Labor Cost with Escalation					=	\$257,871.10
Direct Labor Subtotal before Escalation					=	\$250,000.00
Estimated total of Direct Labor Salary Increase					=	\$7,871.10

NOTES:

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

Certification of Direct Costs:

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

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

Date of Certification (mm/dd/yyyy): 02/12/2020

Signature : 

Email: keith@flahertyeng.com Phone Number: 916-826-3943

Address: 2761 Greenbrook Drive, Camino. Ca. 95709

*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:

Note: Mark-ups are Not Allowed

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Consultant: **Blackburn Consulting**

Ridge Road Site 1 Fed Project 32LO (483)

Project No. _____ Contract No. _____

Date 2/12/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Sr. Project Manager	David Morrell	1.50	\$ 67.56	\$ 101.34
Field Services Manager	Bryce Moore	3.00	\$ 44.00	\$ 132.00
Materials Tester PW **	Bryce Moore	9.00	\$ 54.30	\$ 488.70
Materials Tester PW-OT **	Bryce Moore		\$ 60.60	\$ -
Materials Tester PW **	Jacob Gregory	16.00	\$ 67.35	\$ 1,077.60
Materials Tester PW-OT **	Jacob Gregory		\$ 82.53	\$ -
Materials Tester PW **	Michael Chittenden	16.00	\$ 65.54	\$ 1,048.64
Materials Tester PW-OT **	Michael Chittenden		\$ 80.56	\$ -
Materials Tester PW **	Sergio Tostado	12.50	\$ 67.82	\$ 847.75
Materials Tester PW-OT **	Sergio Tostado		\$ 76.58	\$ -

LABOR COSTS

58.00

a) Subtotal Direct Labor Costs	\$ 3,696.03
b) Anticipated Salary Increases (see page 2 for calculation)	\$ -
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 3,696.03

INDIRECT COSTS

d) Fringe Benefits (Rate: <u>0.00%</u>)	e) Total Fringe Benefits [(c) x (d)]	\$ -
f) Overhead & G&A (Rate: <u>153.78%</u>)	g) Overhead [(c) x (f)]	\$ 5,683.75
h) General & Admin (Rate: _____)	i) Gen & Admin [(c) x (h)]	\$ -
	j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$ 5,683.75

FIXED FEE	k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10%	\$ 937.98
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I) CONSULTANTS OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Laboratory Analysis	1.00	ea.	\$ 2,807.00	\$ 2,807.00
Mileage	1760.00	ea.	\$ 0.58	\$ 1,020.80
Concrete Cylinders	12.00	ea.	\$ 40.00	\$ 480.00
Nuclear Density Tests	6.00	ea.	\$ 18.00	\$ 108.00
Outside Laboratory Analysis		ea.	\$ -	\$ -
			\$ -	\$ -
			j) TOTAL OTHER DIRECT COSTS	\$ 4,415.80

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)]	\$ 4,415.80
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TOTAL COST [(c) + (j) + (k) + (n)]	\$ 14,733.56
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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.

CALCUATIONS FOR ANTICIPATED SALARY INCREASES

Consultant Blackburn Consulting

Project No. _____ Contract No. _____

Date 1/27/2020

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

Ridge Road Site 1 Fed Prc

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$ 3,696.03	58	=	\$ 63.72	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	\$ 63.72	+	2%	=	\$ 65.00	Year 2 Avg Hourly Rate
Year 2	\$ 65.00	+	2%	=	\$ 66.30	Year 3 Avg Hourly Rate
Year 3	\$ 66.30	+	2%	=	\$ 67.63	Year 4 Avg Hourly Rate
Year 4	\$ 67.63	+	2%	=	\$ 68.98	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	100.00%	*	58.0	=	58.0	Estimated Hours Year 1
Year 2	0.00%	*	58.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	58.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	58.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	58.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	58.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$ 63.72	*	58	=	\$ 3,696.03	Estimated Hours Year 1
Year 2	\$ 65.00	*	0	=	\$ -	Estimated Hours Year 2
Year 3	\$ 66.30	*	0	=	\$ -	Estimated Hours Year 3
Year 4	\$ 67.63	*	0	=	\$ -	Estimated Hours Year 4
Year 5	\$ 54.12	*	0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$ 3,696.03	
Direct Labor Subtotal before Escalation				=	\$ 3,696.03	
Estimated total of Direct Labor Salary Increase				=	\$ -	Transfer to Page 1

NOTES:

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

Certification of Direct Costs:

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

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and 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 or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Wendy Supinger

Title *: Principal

Signature: _____

Date of Certification: 8/15/2019

Email: wendys@blackbumconsulting.com

Phone number: 530-887-1494

Address: Blackbum Consulting, 11521 Blocker Dr., Ste. 110, Auburn, CA 95603

* 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:

Materials Testing services for 2017 Sierra County Road Storm Damage Repair.

Note: Mark-ups are Not Allowed

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Consultant: **Blackburn Consulting**

Ridge Road Site 2 Fed Project 32LO (492)

Project No. _____ Contract No. _____

Date 2/12/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Sr. Project Manager	David Morrell	1.50	\$ 67.56	\$ 101.34
Field Services Manager	Bryce Moore	3.00	\$ 44.00	\$ 132.00
Materials Tester PW **	Bryce Moore	9.00	\$ 54.30	\$ 488.70
Materials Tester PW-OT **	Bryce Moore		\$ 60.60	\$ -
Materials Tester PW **	Jacob Gregory	16.00	\$ 67.35	\$ 1,077.60
Materials Tester PW-OT **	Jacob Gregory		\$ 82.53	\$ -
Materials Tester PW **	Michael Chittenden	16.00	\$ 65.54	\$ 1,048.64
Materials Tester PW-OT **	Michael Chittenden		\$ 80.56	\$ -
Materials Tester PW **	Sergio Tostado	12.50	\$ 67.82	\$ 847.75
Materials Tester PW-OT **	Sergio Tostado		\$ 76.58	\$ -

LABOR COSTS

58.00

a) Subtotal Direct Labor Costs	\$ 3,696.03
b) Anticipated Salary Increases (see page 2 for calculation)	\$ -
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 3,696.03

INDIRECT COSTS

d) Fringe Benefits (Rate: <u>0.00%</u>)	e) Total Fringe Benefits [(c) x (d)]	\$ -
f) Overhead & G&A (Rate: <u>153.78%</u>)	g) Overhead [(c) x (f)]	\$ 5,683.75
h) General & Admin (Rate: _____)	i) Gen & Admin [(c) x (h)]	\$ -
	j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$ 5,683.75

FIXED FEE	k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10%	\$ 937.98
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I) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Laboratory Analysis	1.00	ea.	\$ 2,807.00	\$ 2,807.00
Mileage	1760.00	ea.	\$ 0.58	\$ 1,020.80
Concrete Cylinders	12.00	ea.	\$ 40.00	\$ 480.00
Nuclear Density Tests	6.00	ea.	\$ 18.00	\$ 108.00
Outside Laboratory Analysis		ea.	\$ -	\$ -
			\$ -	\$ -
			i) TOTAL OTHER DIRECT COSTS	\$ 4,415.80

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)]	\$ 4,415.80
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TOTAL COST [(c) + (j) + (k) + (n)]	\$ 14,733.56
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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.

CALCUATIONS FOR ANTICIPATED SALARY INCREASES

Consultant Blackburn Consulting

Project No. _____ Contract No. _____

Date 1/27/2020

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

Ridge Road Site 2 Fed Prc

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$ 3,696.03	58	=	\$ 63.72	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	\$ 63.72	+	2%	=	\$ 65.00	Year 2 Avg Hourly Rate
Year 2	\$ 65.00	+	2%	=	\$ 66.30	Year 3 Avg Hourly Rate
Year 3	\$ 66.30	+	2%	=	\$ 67.63	Year 4 Avg Hourly Rate
Year 4	\$ 67.63	+	2%	=	\$ 68.98	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	100.00%	*	58.0	=	58.0	Estimated Hours Year 1
Year 2	0.00%	*	58.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	58.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	58.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	58.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	58.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$ 63.72	*	58	=	\$ 3,696.03	Estimated Hours Year 1
Year 2	\$ 65.00	*	0	=	\$ -	Estimated Hours Year 2
Year 3	\$ 66.30	*	0	=	\$ -	Estimated Hours Year 3
Year 4	\$ 67.63	*	0	=	\$ -	Estimated Hours Year 4
Year 5	\$ 54.12	*	0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$ 3,696.03	
Direct Labor Subtotal before Escalation				=	\$ 3,696.03	
Estimated total of Direct Labor Salary Increase				=	\$ -	Transfer to Page 1

NOTES:

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

Certification of Direct Costs:

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

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Wendy Supinger

Title *: Principal

Signature: _____

Date of Certification: 8/15/2019

Email: wendys@blackbumconsulting.com

Phone number: 530-887-1494

Address: Blackbum Consulting, 11521 Blocker Dr., Ste. 110, Auburn, CA 95603

* 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:

Materials Testing services for 2017 Sierra County Road Storm Damage Repair.

Note: Mark-ups are Not Allowed

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Consultant: **Blackburn Consulting**

Mountain House Site 1 Fed Project 32LO (484)

Project No. _____ Contract No. _____ Date 2/12/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Sr. Project Manager	David Morrell	1.00	\$ 67.56	\$ 67.56
Field Services Manager	Bryce Moore	2.00	\$ 44.00	\$ 88.00
Materials Tester PW **	Bryce Moore		\$ 54.30	\$ -
Materials Tester PW-OT **	Bryce Moore		\$ 60.60	\$ -
Materials Tester PW **	Jacob Gregory	8.00	\$ 67.35	\$ 538.80
Materials Tester PW-OT **	Jacob Gregory		\$ 82.53	\$ -
Materials Tester PW **	Michael Chittenden	8.00	\$ 65.54	\$ 524.32
Materials Tester PW-OT **	Michael Chittenden		\$ 80.56	\$ -
Materials Tester PW **	Sergio Tostado		\$ 67.82	\$ -
Materials Tester PW-OT **	Sergio Tostado		\$ 76.58	\$ -

LABOR COSTS

19.00

a) Subtotal Direct Labor Costs	\$ 1,218.68
b) Anticipated Salary Increases (see page 2 for calculation)	\$ -
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 1,218.68

INDIRECT COSTS

d) Fringe Benefits (Rate: <u>0.00%</u>)	e) Total Fringe Benefits [(c) x (d)]	\$ -
f) Overhead & G&A (Rate: <u>153.78%</u>)	g) Overhead [(c) x (f)]	\$ 1,874.09
h) General & Admin (Rate: _____)	i) Gen & Admin [(c) x (h)]	\$ -
	j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$ 1,874.09

FIXED FEE	k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10%	\$ 309.28
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I) CONSULTANTS OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Laboratory Analysis	1.00	ea.	\$ 1,026.00	\$ 1,026.00
Mileage	440.00	ea.	\$ 0.58	\$ 255.20
Concrete Cylinders	0.00	ea.	\$ 40.00	\$ -
Nuclear Density Tests	9.00	ea.	\$ 18.00	\$ 162.00
Outside Laboratory Analysis		ea.	\$ -	\$ -
			\$ -	\$ -
			l) TOTAL OTHER DIRECT COSTS	\$ 1,443.20

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)]	\$ 1,443.20
---	--------------------

TOTAL COST [(c) + (j) + (k) + (n)]	\$ 4,845.24
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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.

CALCUATIONS FOR ANTICIPATED SALARY INCREASES

Consultant **Blackburn Consulting**

Project No. _____ Contract No. _____

Date 1/27/2020

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

Mountain House Site 1 Fe

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$ 1,218.68	19	=	\$ 64.14	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$ 64.14	+	2%	=	\$ 65.42	Year 2 Avg Hourly Rate
Year 2	\$ 65.42	+	2%	=	\$ 66.73	Year 3 Avg Hourly Rate
Year 3	\$ 66.73	+	2%	=	\$ 68.07	Year 4 Avg Hourly Rate
Year 4	\$ 68.07	+	2%	=	\$ 69.43	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	100.00%	*	19.0	=	19.0	Estimated Hours Year 1
Year 2	0.00%	*	19.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	19.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	19.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	19.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	19.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$ 64.14	*	19	=	\$ 1,218.68	Estimated Hours Year 1
Year 2	\$ 65.42	*	0	=	\$ -	Estimated Hours Year 2
Year 3	\$ 66.73	*	0	=	\$ -	Estimated Hours Year 3
Year 4	\$ 68.07	*	0	=	\$ -	Estimated Hours Year 4
Year 5	\$ 54.12	*	0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$ 1,218.68	
Direct Labor Subtotal before Escalation				=	\$ 1,218.68	
Estimated total of Direct Labor Salary Increase				=	\$ -	Transfer to Page 1

NOTES:

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

Certification of Direct Costs:

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

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Wendy Supinger

Title *: Principal

Signature: _____

Date of Certification: 8/15/2019

Email: wendys@blackbumconsulting.com

Phone number: 530-887-1494

Address: Blackbum Consulting, 11521 Blocker Dr., Ste. 110, Auburn, CA 95603

* 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:

Materials Testing services for 2017 Sierra County Road Storm Damage Repair.

Note: Mark-ups are Not Allowed

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Consultant: **Blackburn Consulting**

Mountain House Site 1 Fed Project 32LO (485)

Project No. _____ Contract No. _____ Date 2/12/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Sr. Project Manager	David Morrell	1.00	\$ 67.56	\$ 67.56
Field Services Manager	Bryce Moore	2.00	\$ 44.00	\$ 88.00
Materials Tester PW **	Bryce Moore		\$ 54.30	\$ -
Materials Tester PW-OT **	Bryce Moore		\$ 60.60	\$ -
Materials Tester PW **	Jacob Gregory	8.00	\$ 67.35	\$ 538.80
Materials Tester PW-OT **	Jacob Gregory		\$ 82.53	\$ -
Materials Tester PW **	Michael Chittenden		\$ 65.54	\$ -
Materials Tester PW-OT **	Michael Chittenden		\$ 80.56	\$ -
Materials Tester PW **	Sergio Tostado	8.00	\$ 67.82	\$ 542.56
Materials Tester PW-OT **	Sergio Tostado		\$ 76.58	\$ -

LABOR COSTS

19.00

a) Subtotal Direct Labor Costs	\$ 1,236.92
b) Anticipated Salary Increases (see page 2 for calculation)	\$ -
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 1,236.92

INDIRECT COSTS

d) Fringe Benefits (Rate: <u>0.00%</u>)	e) Total Fringe Benefits [(c) x (d)]	\$ -
f) Overhead & G&A (Rate: <u>153.78%</u>)	g) Overhead [(c) x (f)]	\$ 1,902.14
h) General & Admin (Rate: _____)	i) Gen & Admin [(c) x (h)]	\$ -
	j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]	\$ 1,902.14

FIXED FEE	k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10%	\$ 313.91
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I) CONSULTANTS OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Laboratory Analysis	1.00	ea.	\$ 1,026.00	\$ 1,026.00
Mileage	440.00	ea.	\$ 0.58	\$ 255.20
Concrete Cylinders	0.00	ea.	\$ 40.00	\$ -
Nuclear Density Tests	9.00	ea.	\$ 18.00	\$ 162.00
Outside Laboratory Analysis		ea.	\$ -	\$ -
			\$ -	\$ -
			l) TOTAL OTHER DIRECT COSTS	\$ 1,443.20

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)]	\$ 1,443.20
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TOTAL COST [(c) + (j) + (k) + (n)]	\$ 4,896.16
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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.

CALCUATIONS FOR ANTICIPATED SALARY INCREASES

Consultant **Blackburn Consulting**

Project No. _____ Contract No. _____

Date 1/27/2020

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

Mountain House Site 1 Fe

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$ 1,236.92	19	=	\$ 65.10	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	\$ 65.10	+	2%	=	\$ 66.40	Year 2 Avg Hourly Rate
Year 2	\$ 66.40	+	2%	=	\$ 67.73	Year 3 Avg Hourly Rate
Year 3	\$ 67.73	+	2%	=	\$ 69.09	Year 4 Avg Hourly Rate
Year 4	\$ 69.09	+	2%	=	\$ 70.47	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	100.00%	*	19.0	=	19.0	Estimated Hours Year 1
Year 2	0.00%	*	19.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	19.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	19.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	19.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	19.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$ 65.10	*	19	=	\$ 1,236.92	Estimated Hours Year 1
Year 2	\$ 66.40	*	0	=	\$ -	Estimated Hours Year 2
Year 3	\$ 67.73	*	0	=	\$ -	Estimated Hours Year 3
Year 4	\$ 69.09	*	0	=	\$ -	Estimated Hours Year 4
Year 5	\$ 54.12	*	0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$ 1,236.92	
Direct Labor Subtotal before Escalation				=	\$ 1,236.92	
Estimated total of Direct Labor Salary Increase				=	\$ -	Transfer to Page 1

NOTES:

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

Certification of Direct Costs:

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

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Wendy Supinger

Title *: Principal

Signature: _____

Date of Certification: 8/15/2019

Email: wendys@blackbumconsulting.com

Phone number: 530-887-1494

Address: Blackbum Consulting, 11521 Blocker Dr., Ste. 110, Auburn, CA 95603

* 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:

Materials Testing services for 2017 Sierra County Road Storm Damage Repair.

Note: Mark-ups are Not Allowed

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Consultant: **Blackburn Consulting**

Mountain House Site 1 Fed Project 32LO (486)

Project No. _____ Contract No. _____

Date 2/12/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Sr. Project Manager	David Morrell	1.00	\$ 67.56	\$ 67.56
Field Services Manager	Bryce Moore	2.00	\$ 44.00	\$ 88.00
Materials T ester PW **	Bryce Moore	0.00	\$ 54.30	\$ -
Materials T ester PW-OT **	Bryce Moore		\$ 60.60	\$ -
Materials T ester PW **	Jacob Gregory	16.00	\$ 67.35	\$ 1,077.60
Materials T ester PW-OT **	Jacob Gregory		\$ 82.53	\$ -
Materials T ester PW **	Michael Chittenden	16.00	\$ 65.54	\$ 1,048.64
Materials T ester PW-OT **	Michael Chittenden		\$ 80.56	\$ -
Materials T ester PW **	Sergio Tostado		\$ 67.82	\$ -
Materials T ester PW-OT **	Sergio Tostado		\$ 76.58	\$ -

LABOR COSTS

35.00

a) Subtotal Direct Labor Costs

\$ 2,281.80

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

\$ -

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 2,281.80

INDIRECT COSTS

d) Fringe Benefits (Rate: 0.00%)

e) Total Fringe Benefits [(c) x (d)] \$ -

f) Overhead & G&A (Rate: 153.78%)

g) Overhead [(c) x (f)] \$ 3,508.95

h) General & Admin (Rate: _____)

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

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 3,508.95

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10% \$ 579.08

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

Description of Item	Quantity	Unit	Unit Cost	Total
Laboratory Analysis	1.00	ea.	\$ 1,026.00	\$ 1,026.00
Mileage	880.00	ea.	\$ 0.58	\$ 510.40
Concrete Cylinders	0.00	ea.	\$ 40.00	\$ -
Nuclear Density Tests	15.00	ea.	\$ 18.00	\$ 270.00
Outside Laboratory Analysis		ea.	\$ -	\$ -
			\$ -	\$ -

l) TOTAL OTHER DIRECT COSTS \$ 1,806.40

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)] \$ 1,806.40

TOTAL COST [(c) + (j) + (k) + (n)] \$ 8,176.23

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.

CALCUATIONS FOR ANTICIPATED SALARY INCREASES

Consultant **Blackburn Consulting**

Project No. _____ Contract No. _____

Date 1/28/2020

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

Mountain House Site 1 Fe

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$ 2,281.80	35	=	\$ 65.19	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	\$ 65.19	+	2%	=	\$ 66.50	Year 2 Avg Hourly Rate
Year 2	\$ 66.50	+	2%	=	\$ 67.83	Year 3 Avg Hourly Rate
Year 3	\$ 67.83	+	2%	=	\$ 69.18	Year 4 Avg Hourly Rate
Year 4	\$ 69.18	+	2%	=	\$ 70.57	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	100.00%	*	35.0	=	35.0	Estimated Hours Year 1
Year 2	0.00%	*	35.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	35.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	35.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	35.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	35.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$ 65.19	*	35	=	\$ 2,281.80	Estimated Hours Year 1
Year 2	\$ 66.50	*	0	=	\$ -	Estimated Hours Year 2
Year 3	\$ 67.83	*	0	=	\$ -	Estimated Hours Year 3
Year 4	\$ 69.18	*	0	=	\$ -	Estimated Hours Year 4
Year 5	\$ 54.12	*	0	=	\$ -	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$ 2,281.80	
Direct Labor Subtotal before Escalation				=	\$ 2,281.80	
Estimated total of Direct Labor Salary Increase				=	\$ -	Transfer to Page 1

NOTES:

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

Certification of Direct Costs:

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

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Wendy Supinger

Title *: Principal

Signature: _____

Date of Certification: 8/15/2019

Email: wendys@blackbumconsulting.com

Phone number: 530-887-1494

Address: Blackbum Consulting, 11521 Blocker Dr., Ste. 110, Auburn, CA 95603

* 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:

Materials Testing services for 2017 Sierra County Road Storm Damage Repair.

EXHIBIT 10-H1 COST PROPOSAL

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

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant: Webster Engineering, Inc.

Project No. 32LO (484) Contract No. Mountian House Location 1

Date: 2/11/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Engineer/Office Engineer/Inspector*	Katherine Webster	40	\$ 61.80	\$ 2,472.00
Office Engineer	TBD	0	\$ 40.00	\$ -
Field Inspector*	TBD	0	\$ 55.00	\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 2,472.00
b) Anticipated Salary Increases (see page 2)	\$ -
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$ 2,472.00

INDIRECT COSTS

d) Fringe Benefits Rate:	<u>59.38%</u>	e) Total Fringe Benefits [(c)x(d)]	\$ 1,467.87
f) Overhead Rate:	<u>50.62%</u>	g) Overhead [(c)x(f)]	\$ 1,251.33
h) General and Administrative Rate:	<u>0.00%</u>	i) Gen & Admin [(c)x(h)]	\$ -
		j) TOTAL INDIRECT COSTS [(e)+(g)+(i)]	\$ 2,719.20

FIXED FEE

q) Rate:	<u>10.00%</u>	k) TOTAL FIXED FEE {[(c)+(j)] x q}	\$ 519.12
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l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit(s)	Unit Cost	Total
Mileage Costs	TBD	miles	\$ 0.575	TBD
DIR Subsistence	TBD	days	\$ 120.00	TBD
Equipment Rental and Supplies	n/a		\$ -	\$ -
Permit Fees	n/a		\$ -	\$ -
Plan Sheets	n/a		\$ -	\$ -

l) TOTAL OTHER DIRECT COSTS \$ -

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

Subconsultant 1:	n/a	\$ -
Subconsultant 1:		\$ -
Subconsultant 3:		\$ -
Subconsultant 4:		\$ -

m) TOTAL SUBCONSULTANTS' COSTS \$ -

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

TOTAL COST [(c)+(j)+(k)+(n)]	\$ 5,710.32
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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

ACTUAL COST-PLUS-FIXED-FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant: Webster Engineering, Inc. Contract No.: Mountian House Location 1 Date: 2/11/2020

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
\$2,472.00	40	=	61.8

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	\$61.80	+	3%	=	\$63.65	Year 2 Avg Hourly Rate
Year 2	\$63.65	+	3%	=	\$65.56	Year 3 Avg Hourly Rate
Year 3	\$65.56	+	3%	=	\$67.53	Year 4 Avg Hourly Rate
Year 4	\$67.53	+	3%	=	\$69.56	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 Proposal		Total Hours per Year	
Year 1	100.0%	*	40	=	40	Estimated Hours Year 1
Year 2	0.0%	*	40	=	0	Estimated Hours Year 2
Year 3	0.0%	*	40	=	0	Estimated Hours Year 3
Year 4	0.0%	*	40	=	0	Estimated Hours Year 4
Year 5	0.0%	*	40	=	0	Estimated Hours Year 5
Total	100%		Total	=	40	

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	\$61.80	*	40	=	\$2,472.00	Estimated Hours Year 1
Year 2	\$63.65	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$65.56	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$67.53	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$69.56	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$2,472.00	
	Direct Labor Subtotal before Escalation			=	\$2,472.00	
	<i>Estimated total of Direct Labor Salary Increase</i>			=	\$0.00	<i>Transfer to Page 1</i>

NOTES:

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

EXHIBIT 10-H1 COST PROPOSAL**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

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

Prime Consultant or Subconsultant Certifying:

Name:	Katherine Webster	Title:	President
Signature:		Date of Certification (mm/dd/yyyy):	2/11/2020
Email:	katherine@websterengineering.net	Phone Number:	916-521-6932
Address: P.O. Box 2214, Placerville, CA 95667			

*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:

Office engineering and as-needed site inspection

EXHIBIT 10-H1 COST PROPOSAL

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

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant: Webster Engineering, Inc.

Project No. 32LO (485) Contract No. Mountian House Location 2

Date: 2/11/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Engineer/Office Engineer/Inspector*	Katherine Webster	40	\$ 61.80	\$ 2,472.00
Office Engineer	TBD	0	\$ 40.00	\$ -
Field Inspector*	TBD	0	\$ 55.00	\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 2,472.00
b) Anticipated Salary Increases (see page 2)	\$ -
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$ 2,472.00

INDIRECT COSTS

d) Fringe Benefits Rate:	<u>59.38%</u>	e) Total Fringe Benefits [(c)x(d)]	\$ 1,467.87
f) Overhead Rate:	<u>50.62%</u>	g) Overhead [(c)x(f)]	\$ 1,251.33
h) General and Administrative Rate:	<u>0.00%</u>	i) Gen & Admin [(c)x(h)]	\$ -
		j) TOTAL INDIRECT COSTS [(e)+(g)+(i)]	\$ 2,719.20

FIXED FEE

q) Rate:	<u>10.00%</u>	k) TOTAL FIXED FEE {[(c)+(j)] x q}	\$ 519.12
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l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit(s)	Unit Cost	Total
Mileage Costs	TBD	miles	\$ 0.575	TBD
DIR Subsistence	TBD	days	\$ 120.00	TBD
Equipment Rental and Supplies	n/a		\$ -	\$ -
Permit Fees	n/a		\$ -	\$ -
Plan Sheets	n/a		\$ -	\$ -

l) TOTAL OTHER DIRECT COSTS \$ -

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

Subconsultant 1:	n/a	\$ -
Subconsultant 1:		\$ -
Subconsultant 3:		\$ -
Subconsultant 4:		\$ -

m) TOTAL SUBCONSULTANTS' COSTS \$ -

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

TOTAL COST [(c)+(j)+(k)+(n)]	\$ 5,710.32
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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

ACTUAL COST-PLUS-FIXED-FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant: Webster Engineering, Inc. Contract No.: Mountian House Location 2 Date: 2/11/2020

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
\$2,472.00	40	=	61.8

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	\$61.80	+	3%	=	\$63.65	Year 2 Avg Hourly Rate
Year 2	\$63.65	+	3%	=	\$65.56	Year 3 Avg Hourly Rate
Year 3	\$65.56	+	3%	=	\$67.53	Year 4 Avg Hourly Rate
Year 4	\$67.53	+	3%	=	\$69.56	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 Proposal		Total Hours per Year	
Year 1	100.0%	*	40	=	40	Estimated Hours Year 1
Year 2	0.0%	*	40	=	0	Estimated Hours Year 2
Year 3	0.0%	*	40	=	0	Estimated Hours Year 3
Year 4	0.0%	*	40	=	0	Estimated Hours Year 4
Year 5	0.0%	*	40	=	0	Estimated Hours Year 5
Total	100%		Total	=	40	

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	\$61.80	*	40	=	\$2,472.00	Estimated Hours Year 1
Year 2	\$63.65	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$65.56	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$67.53	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$69.56	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$2,472.00	
	Direct Labor Subtotal before Escalation			=	\$2,472.00	
	<i>Estimated total of Direct Labor Salary</i>			=		<i>Transfer to Page 1</i>
			Increase	=	\$0.00	

NOTES:

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

EXHIBIT 10-H1 COST PROPOSAL

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

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

Prime Consultant or Subconsultant Certifying:

Name: Katherine Webster

Title: President

Signature: 

Date of Certification (mm/dd/yyyy): 2/11/2020

Email: katherine@websterengineering.net

Phone Number: 916-521-6932

Address: P.O. Box 2214, Placerville, CA 95667

*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:
Office engineering and as-needed site inspection

EXHIBIT 10-H1 COST PROPOSAL

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

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant: Webster Engineering, Inc.

Project No. 32LO (486) Contract No. Mountian House Location 3

Date: 2/11/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Engineer/Office Engineer/Inspector*	Katherine Webster	40	\$ 61.80	\$ 2,472.00
Office Engineer	TBD	0	\$ 40.00	\$ -
Field Inspector*	TBD	0	\$ 55.00	\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 2,472.00
b) Anticipated Salary Increases (see page 2)	\$ -
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$ 2,472.00

INDIRECT COSTS

d) Fringe Benefits Rate:	59.38%	e) Total Fringe Benefits [(c)x(d)]	\$ 1,467.87
f) Overhead Rate:	50.62%	g) Overhead [(c)x(f)]	\$ 1,251.33
h) General and Administrative Rate:	0.00%	i) Gen & Admin [(c)x(h)]	\$ -
		j) TOTAL INDIRECT COSTS [(e)+(g)+(i)]	\$ 2,719.20

FIXED FEE

q) Rate:	10.00%	k) TOTAL FIXED FEE {[(c)+(j)] x q}	\$ 519.12
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l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit(s)	Unit Cost	Total
Mileage Costs	TBD	miles	\$ 0.575	TBD
DIR Subsistence	TBD	days	\$ 120.00	TBD
Equipment Rental and Supplies	n/a		\$ -	\$ -
Permit Fees	n/a		\$ -	\$ -
Plan Sheets	n/a		\$ -	\$ -

l) TOTAL OTHER DIRECT COSTS \$ -

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

Subconsultant 1:	n/a	\$ -
Subconsultant 1:		\$ -
Subconsultant 3:		\$ -
Subconsultant 4:		\$ -

m) TOTAL SUBCONSULTANTS' COSTS \$ -

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

TOTAL COST [(c)+(j)+(k)+(n)]	\$ 5,710.32
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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

ACTUAL COST-PLUS-FIXED-FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant: Webster Engineering, Inc. Contract No.: Mountian House Location 3 Date: 2/11/2020

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
\$2,472.00	40	=	61.8

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	\$61.80	+	3%	=	\$63.65	Year 2 Avg Hourly Rate
Year 2	\$63.65	+	3%	=	\$65.56	Year 3 Avg Hourly Rate
Year 3	\$65.56	+	3%	=	\$67.53	Year 4 Avg Hourly Rate
Year 4	\$67.53	+	3%	=	\$69.56	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 Proposal		Total Hours per Year	
Year 1	100.0%	*	40	=	40	Estimated Hours Year 1
Year 2	0.0%	*	40	=	0	Estimated Hours Year 2
Year 3	0.0%	*	40	=	0	Estimated Hours Year 3
Year 4	0.0%	*	40	=	0	Estimated Hours Year 4
Year 5	0.0%	*	40	=	0	Estimated Hours Year 5
Total	100%		Total	=	40	

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	\$61.80	*	40	=	\$2,472.00	Estimated Hours Year 1
Year 2	\$63.65	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$65.56	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$67.53	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$69.56	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$2,472.00	
	Direct Labor Subtotal before Escalation			=	\$2,472.00	
	<i>Estimated total of Direct Labor Salary Increase</i>			=	\$0.00	<i>Transfer to Page 1</i>

NOTES:

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

EXHIBIT 10-H1 COST PROPOSAL

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

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

Prime Consultant or Subconsultant Certifying:

Name: Katherine Webster

Title: President

Signature: 

Date of Certification (mm/dd/yyyy): 2/11/2020

Email: katherine@websterengineering.net

Phone Number: 916-521-6932

Address: P.O. Box 2214, Placerville, CA 95667

*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:

Office engineering and as-needed site inspection

EXHIBIT 10-H1 COST PROPOSAL

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

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant: Webster Engineering, Inc.

Project No. 32LO (487) Contract No. Mountian House Location 4

Date: 2/11/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Engineer/Office Engineer/Inspector*	Katherine Webster	60	\$ 61.80	\$ 3,708.00
Office Engineer	TBD	0	\$ 40.00	\$ -
Field Inspector*	TBD	0	\$ 55.00	\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 3,708.00
b) Anticipated Salary Increases (see page 2)	\$ -
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$ 3,708.00

INDIRECT COSTS

d) Fringe Benefits Rate:	<u>59.38%</u>	e) Total Fringe Benefits [(c)x(d)]	\$ 2,201.81
f) Overhead Rate:	<u>50.62%</u>	g) Overhead [(c)x(f)]	\$ 1,876.99
h) General and Administrative Rate:	<u>0.00%</u>	i) Gen & Admin [(c)x(h)]	\$ -
		j) TOTAL INDIRECT COSTS [(e)+(g)+(i)]	\$ 4,078.80

FIXED FEE

q) Rate:	<u>10.00%</u>	k) TOTAL FIXED FEE {[(c)+(j)] x q}	\$ 778.68
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l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit(s)	Unit Cost	Total
Mileage Costs	TBD	miles	\$ 0.575	TBD
DIR Subsistence	TBD	days	\$ 120.00	TBD
Equipment Rental and Supplies	n/a		\$ -	\$ -
Permit Fees	n/a		\$ -	\$ -
Plan Sheets	n/a		\$ -	\$ -

l) TOTAL OTHER DIRECT COSTS \$ -

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

Subconsultant 1:	n/a	\$ -
Subconsultant 1:		\$ -
Subconsultant 3:		\$ -
Subconsultant 4:		\$ -

m) TOTAL SUBCONSULTANTS' COSTS \$ -

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

TOTAL COST [(c)+(j)+(k)+(n)]	\$ 8,565.48
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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

ACTUAL COST-PLUS-FIXED-FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant: Webster Engineering, Inc. Contract No.: Mountian House Location 4 Date: 2/11/2020

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
\$3,708.00	60	=	61.8

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	\$61.80	+	3%	=	\$63.65	Year 2 Avg Hourly Rate
Year 2	\$63.65	+	3%	=	\$65.56	Year 3 Avg Hourly Rate
Year 3	\$65.56	+	3%	=	\$67.53	Year 4 Avg Hourly Rate
Year 4	\$67.53	+	3%	=	\$69.56	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 Proposal		Total Hours per Year	
Year 1	100.0%	*	60	=	60	Estimated Hours Year 1
Year 2	0.0%	*	60	=	0	Estimated Hours Year 2
Year 3	0.0%	*	60	=	0	Estimated Hours Year 3
Year 4	0.0%	*	60	=	0	Estimated Hours Year 4
Year 5	0.0%	*	60	=	0	Estimated Hours Year 5
Total	100%		Total	=	60	

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	\$61.80	*	60	=	\$3,708.00	Estimated Hours Year 1
Year 2	\$63.65	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$65.56	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$67.53	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$69.56	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$3,708.00	
	Direct Labor Subtotal before Escalation			=	\$3,708.00	
	<i>Estimated total of Direct Labor Salary</i>			=		<i>Transfer to Page 1</i>
			Increase	=	\$0.00	

NOTES:

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

EXHIBIT 10-H1 COST PROPOSAL

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

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

Prime Consultant or Subconsultant Certifying:

Name: Katherine Webster

Title: President

Signature: 

Date of Certification (mm/dd/yyyy): 2/11/2020

Email: katherine@websterengineering.net

Phone Number: 916-521-6932

Address: P.O. Box 2214, Placerville, CA 95667

*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:

Office engineering and as-needed site inspection

EXHIBIT 10-H1 COST PROPOSAL

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

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant: Webster Engineering, Inc.

Project No. 32LO (483) Contract No. Ridge Road Location 1

Date: 2/11/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Engineer/Office Engineer/Inspector*	Katherine Webster	88	\$ 61.80	\$ 5,438.40
Office Engineer	TBD	0	\$ 40.00	\$ -
Field Inspector*	TBD	0	\$ 55.00	\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 5,438.40
b) Anticipated Salary Increases (see page 2)	\$ -
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$ 5,438.40

INDIRECT COSTS

d) Fringe Benefits Rate:	<u>59.38%</u>	e) Total Fringe Benefits [(c)x(d)]	\$ 3,229.32
f) Overhead Rate:	<u>50.62%</u>	g) Overhead [(c)x(f)]	\$ 2,752.92
h) General and Administrative Rate:	<u>0.00%</u>	i) Gen & Admin [(c)x(h)]	\$ -
		j) TOTAL INDIRECT COSTS [(e)+(g)+(i)]	\$ 5,982.24

FIXED FEE

q) Rate:	<u>10.00%</u>	k) TOTAL FIXED FEE {[(c)+(j)] x q}	\$ 1,142.06
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l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit(s)	Unit Cost	Total
Mileage Costs	TBD	miles	\$ 0.575	TBD
DIR Subsistence	TBD	days	\$ 120.00	TBD
Equipment Rental and Supplies	n/a		\$ -	\$ -
Permit Fees	n/a		\$ -	\$ -
Plan Sheets	n/a		\$ -	\$ -

l) TOTAL OTHER DIRECT COSTS \$ -

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

Subconsultant 1:	n/a	\$ -
Subconsultant 1:		\$ -
Subconsultant 3:		\$ -
Subconsultant 4:		\$ -

m) TOTAL SUBCONSULTANTS' COSTS \$ -

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

TOTAL COST [(c)+(j)+(k)+(n)]	\$ 12,562.70
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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

ACTUAL COST-PLUS-FIXED-FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant: Webster Engineering, Inc. Contract No.: Ridge Road Location 1 Date: 2/11/2020

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
\$5,438.40	88	=	61.8

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	\$61.80	+	3%	=	\$63.65	Year 2 Avg Hourly Rate
Year 2	\$63.65	+	3%	=	\$65.56	Year 3 Avg Hourly Rate
Year 3	\$65.56	+	3%	=	\$67.53	Year 4 Avg Hourly Rate
Year 4	\$67.53	+	3%	=	\$69.56	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 Proposal		Total Hours per Year	
Year 1	100.0%	*	88	=	88	Estimated Hours Year 1
Year 2	0.0%	*	88	=	0	Estimated Hours Year 2
Year 3	0.0%	*	88	=	0	Estimated Hours Year 3
Year 4	0.0%	*	88	=	0	Estimated Hours Year 4
Year 5	0.0%	*	88	=	0	Estimated Hours Year 5
Total	100%		Total	=	88	

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	\$61.80	*	88	=	\$5,438.40	Estimated Hours Year 1
Year 2	\$63.65	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$65.56	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$67.53	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$69.56	*	0	=	\$0.00	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	\$5,438.40	
			Direct Labor Subtotal before Escalation	=	\$5,438.40	
			<i>Estimated total of Direct Labor Salary</i>	=		<i>Transfer to Page 1</i>
			Increase		\$0.00	

NOTES:

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

EXHIBIT 10-H1 COST PROPOSAL**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

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

Prime Consultant or Subconsultant Certifying:

Name:	Katherine Webster	Title:	President
Signature:		Date of Certification (mm/dd/yyyy):	2/11/2020
Email:	katherine@websterengineering.net	Phone Number:	916-521-6932
Address: P.O. Box 2214, Placerville, CA 95667			

*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:
Office engineering and as-needed site inspection

EXHIBIT 10-H1 COST PROPOSAL

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

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant: Webster Engineering, Inc.

Project No. 32LO (492) Contract No. Ridge Road Location 2

Date: 2/11/2020

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Engineer/Office Engineer/Inspector*	Katherine Webster	136	\$ 61.80	\$ 8,404.80
Office Engineer	TBD	0	\$ 40.00	\$ -
Field Inspector*	TBD	0	\$ 55.00	\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 8,404.80
b) Anticipated Salary Increases (see page 2)	\$ -
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$ 8,404.80

INDIRECT COSTS

d) Fringe Benefits Rate:	<u>59.38%</u>	e) Total Fringe Benefits [(c)x(d)]	\$ 4,990.77
f) Overhead Rate:	<u>50.62%</u>	g) Overhead [(c)x(f)]	\$ 4,254.51
h) General and Administrative Rate:	<u>0.00%</u>	i) Gen & Admin [(c)x(h)]	\$ -
		j) TOTAL INDIRECT COSTS [(e)+(g)+(i)]	\$ 9,245.28

FIXED FEE

q) Rate:	<u>10.00%</u>	k) TOTAL FIXED FEE {[(c)+(j)] x q}	\$ 1,765.01
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l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit(s)	Unit Cost	Total
Mileage Costs	TBD	miles	\$ 0.575	TBD
DIR Subsistence	TBD	days	\$ 120.00	TBD
Equipment Rental and Supplies	n/a		\$ -	\$ -
Permit Fees	n/a		\$ -	\$ -
Plan Sheets	n/a		\$ -	\$ -

l) TOTAL OTHER DIRECT COSTS \$ -

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

Subconsultant 1:	n/a	\$ -
Subconsultant 1:		\$ -
Subconsultant 3:		\$ -
Subconsultant 4:		\$ -

m) TOTAL SUBCONSULTANTS' COSTS \$ -

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

TOTAL COST [(c)+(j)+(k)+(n)]	\$ 19,415.09
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NOTES:

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

EXHIBIT 10-H1 COST PROPOSAL

Page 2 of 3

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

(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant: Webster Engineering, Inc. Contract No.: Ridge Road Location 2 Date: 2/11/2020

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
\$8,404.80	136	=	61.8

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	\$61.80	+	3%	=	\$63.65	Year 2 Avg Hourly Rate
Year 2	\$63.65	+	3%	=	\$65.56	Year 3 Avg Hourly Rate
Year 3	\$65.56	+	3%	=	\$67.53	Year 4 Avg Hourly Rate
Year 4	\$67.53	+	3%	=	\$69.56	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 Proposal	=	Total Hours per Year	
Year 1	100.0%	*	136	=	136	Estimated Hours Year 1
Year 2	0.0%	*	136	=	0	Estimated Hours Year 2
Year 3	0.0%	*	136	=	0	Estimated Hours Year 3
Year 4	0.0%	*	136	=	0	Estimated Hours Year 4
Year 5	0.0%	*	136	=	0	Estimated Hours Year 5
Total	100%		Total	=	136	

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	\$61.80	*	136	=	\$8,404.80	Estimated Hours Year 1
Year 2	\$63.65	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$65.56	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$67.53	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$69.56	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$8,404.80	
	Direct Labor Subtotal before Escalation			=	\$8,404.80	
	Estimated total of Direct Labor Salary Increase			=	\$0.00	Transfer to Page 1

NOTES:

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

EXHIBIT 10-H1 COST PROPOSAL**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

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

Prime Consultant or Subconsultant Certifying:

Name:	Katherine Webster	Title:	President
Signature:		Date of Certification (mm/dd/yyyy):	2/11/2020
Email:	katherine@websterengineering.net	Phone Number:	916-521-6932

Address: P.O. Box 2214, Placerville, CA 95667

*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:
Office engineering and as-needed site inspection