RESOLUTION - ACTION REQUESTED 2014-436

MEETING: August 19, 2014

TO: The Board of Supervisors

FROM: Peter Rei, Public Works Director

RE: Approve Two Agreements with Quincy Engineering

RECOMMENDATION AND JUSTIFICATION:
Approve Two Agreements with Quincy Engineering Inc. for Bridge Design Services for the Replacement of the Moss Canyon Bridge on Incline Road (Bridge No. 40C0064) in the Not-To-Exceed Amount of $198,000; and Owens Creek Bridge on School House Road (Bridge No. 40C0053) in the Not-To-Exceed Amount of $152,000, and Authorize the Board of Supervisors Chair to Sign the Agreement.

Quincy Engineering will provide project management, topographic survey and right-of-way mapping, geotechnical engineering, hydraulics, preliminary engineering and environmental surveys and constraints mapping for both bridges.

The Federal Highway Administration administers the Federal Highway Bridge Program as part of the current Federal Transportation Bill, MAP-21. Caltrans manages the program in the State of California.

Under current regulations, 100% of the cost of these contracts, and the staff time necessary for Public Works to manage them, are reimbursable from the Highway Bridge Program.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On May 28, 2013 the Board approved a Program Supplement with Caltrans for this bridge.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board could choose not to approve these contracts which would mean that the bridge would not be replaced.

FINANCIAL IMPACT:
Sufficient funds are budgeted in Fund #512 - Bridge Replacement.

ATTACHMENTS:
Professional Services Agreement with Quincy Eng-Moss Canyon Bridge  
Professional Services Agreement with Quincy Eng-Owens Creek Bridge
CAO RECOMMENDATION
Requested Action Recommended

[Signature]
Rick Benson, County Administrator/Office

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Merlin Jones, District II Supervisor
SECONDER: Janet Bibby, District III Supervisor
AYES: Stetson, Jones, Bibby, Cann, Carrier
PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT is made this 17th day of August, 2014 between:

COUNTY: Mariposa County Department of Public Works
4639 Ben Hur Road
Mariposa, CA 95338

and

CONTRACTOR: Quincy Engineering
11017 Cobblerock Drive
Rancho Cardova, CA 95670

ARTICLE 1. TERM OF AGREEMENT

1.01 Agreement Term: This Agreement shall become effective on August 19, 2014, and shall terminate on December 31, 2016, unless terminated in accordance with the provisions of Article 7 of this Agreement.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

2.01 Independent Contractor: It is the express intention of the parties that Contractor is an independent Contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

2.02 Contractor Qualifications: Contractor represents that it has the necessary competence, experience and qualifications for the services to be performed.

2.03 Agreement Management: Contractor shall report to the Public Works Director who will review the activities and performance of the Contractor and administer this Agreement.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

3.01 Scope of Services: Contractor agrees to provide services to the Department of Public Works per the scope of work attached hereto. Quincy Engineering will provide Project Management, Topographic Survey and Right-of-Way Mapping, Geotechnical, Hydraulics, Preliminary Engineering and Environmental Surveys and Constraints Mapping for the replacement of the Moss Canyon Bridge on Incline Road (Bridge No. 40C0064) detailed in Exhibit “A” attached.

3.02 Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.
and shall not, control the manner or determine the method of accomplishing Contractor's services.

3.03 **Employment of Assistants:** Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Agreement. County may not control, direct, or supervise Contractor's responsibility for assistants or employees in the performance of those services. Contractor assumes full performance of those services. Contractor assumes full and sole responsibility for the payment of all compensation and expenses of such assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

**ARTICLE 4. COMPENSATION**

4.01 **Compensation:** In consideration for the services to be performed by Consultant, County agrees to pay Consultant in proportion to the services satisfactorily performed with a not to exceed amount of **$198,000.** Items designated as "time and materials", the consultant shall be paid, and reimbursed for costs, a total sum not to exceed the amount shown in Exhibit "A" attached hereto. Payment will be made at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. In the event payments equal the "not to exceed" amount, Consultant shall complete all services required under this agreement without further compensation or cost reimbursement.

[ ] Total sum to be paid upon completion of services,

or

[x] Incremental payments based on the following schedule:

Submittal of monthly invoices

4.02 **Invoices:** Contractor shall submit detailed invoices for all services being rendered from the Contractor to the County. All invoices shall reference contract number.

4.03 **Date for Payment of Compensation:** County will endeavor to make payment within 45 days of invoices being submitted from the Contractor to the County, and approval and acceptance of the work by the County.

4.04 **Expenses:** Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of equipment provided by Contractor, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

**ARTICLE 5. OBLIGATIONS OF CONTRACTOR**

5.01 **Tools and Instrumentalities:** Contractor will supply all tools and instrumentalities, required to perform the services under this Agreement. Contractor is not required to purchase or rent any tools, equipment or services from County. County shall not provide working space, supplies, materials or other such support to Contractor in the performance of the services and tasks as described herein.

Revised 5/06/13
5.02 **Indemnification:** Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney’s fees and other legal expenses, to the extent caused by the negligent performance of services by Contractor or Contractor’s assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of One Million Dollars ($1,000,000) or an amount as otherwise determined appropriate by the County Risk Manager to cover such claims. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. Acceptance by County of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

5.03 **General Liability and Automobile Insurance:** During the term of this Agreement Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least $1,000,000 combined limit for bodily injury and property damage; provided that the County, its officers, employees, volunteers and agents are to be named additional insureds under the policies, and that the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or the named insureds will be called on to cover a loss covered hereunder. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.

5.04 **Professional Liability Coverage:** Contractor shall provide proof of professional liability coverage satisfactory to County prior to commencing work under the Agreement.

5.05 **Certificate of Insurance:** Contractor shall complete and file with the County prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth in paragraphs 5.02, 5.03 and 5.04 above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to County prior to the effective date of such cancellation.

5.06 **Workers’ Compensation:** During the term of this Agreement Contractor agrees to provide workers’ compensation insurance for Contractor’s employees and agents and agrees to hold harmless and indemnify County for any and all claims arising out of any injury, disability, or death of any of Contractor’s employees or agents.

5.07 **Public Employees Retirement System (CalPERS):** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

Revised 5/06/13
5.08 **State and Federal Taxes:** As Contractor is not County's employee; Contractor is responsible for paying all required state and federal taxes. In particular:

a) County will not withhold FICA (Social Security) from Contractor's payments;  
b) County will not make state or federal unemployment insurance contributions on behalf of Contractor;  
c) County will not withhold state or federal income tax from payment to Contractor;  
d) County will not make disability insurance contributions on behalf of Contractor;  
e) County will not obtain workers' compensation insurance on behalf of Contractor.

5.09 **Records:** It is understood and agreed that all plans, studies, specifications, and data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Agreement shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the County and are not necessarily suitable for any future or other use. Contractor shall maintain such records for a minimum of three (3) years or as otherwise required by law.

5.10 **Contractor's Books and Records:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.

5.11 **Assignability of Agreement:** It is understood and agreed that this Agreement contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express written consent of the County.

**ARTICLE 6. OBLIGATIONS OF COUNTY**

6.01 **Cooperation of County:** County agrees to comply with all reasonable requests of Contractor and provide access as allowed by law to all documents reasonably necessary to the performance of Contractor's duties under this Agreement.

6.02 **Assignment:** Neither this Agreement nor any duties or obligations under this Agreement may be assigned by County without the prior written consent of Contractor.

**ARTICLE 7. TERMINATION OF AGREEMENT**

7.01 **Termination Occurrence of Stated Events:** This Agreement shall terminate automatically on the occurrence of any of the following events:  
1. Bankruptcy or insolvency of Contractor;  
2. Death of Contractor.
7.02 **Termination by County for Default of Contractor:** Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at County's option, may terminate this Agreement by giving written notification to Contractor.

7.03 **Termination for Convenience of County:** County may terminate this Agreement at any time by mailing a notice in writing to Contractor that the Agreement is terminated. Said Agreement shall then be deemed terminated and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for services performed in accordance with Article 4 (Compensation) of this Agreement at the time the notice of termination is received.

7.04 **Termination of Funding:** The parties acknowledge that the nature of government finance is unpredictable, and that the rights and obligations set forth in this Agreement are necessarily contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Agreement and all obligations of County arising from this Agreement shall be immediately discharged. County agrees to inform Contractor no later than thirty (30) calendar days after County determines, in its sole judgment, that funding will be terminated and the final date for which funding will be available.

**ARTICLE 8. GENERAL PROVISIONS**

8.01 **Notices:** Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

8.02 **Entire Agreement of the Parties:** This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged and approved by the County as provided herein or as otherwise required by law.

8.03 **Partial Invalidity:** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

8.04 **Attorney's Fees:** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' 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 that party may be entitled.

Revised 5/06/13
8.05 **Conformance to Applicable Laws:** Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. No discrimination shall be made by Contractor in the employment of persons who work under this Agreement because of race, color, national origin, ancestry, disability, sex or religion of such person.

8.06 **Waiver:** In the event that either County or Contractor shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation.

8.07 **Governing Law:** This Agreement and all matters relating to it shall be governed by the laws of the State of California and County of Mariposa and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Mariposa.

Executed at Mariposa, California, on the date and year first above written.

**COUNTY:**
Department of Public Works

Kevin Cann, Chairman
Mariposa County Board of Supervisors
8/22/14
Date:

**CONTRACTOR:**
Quincy Engineering

(Signature)
8/14/14
Date:

**APPROVED AS TO FORM:**

Steven W. Dahlem
County Counsel
8/19/14
Date:

**APPROVED BY:**

Peter M. Rei, PE
Public Works Director
8/5/14
Date:
SCOPE OF WORK

Quincy Engineering, Inc. (Quincy) provides the following scope of work to provide plans, specifications, and estimate (PS&E), environmental clearance and construction management for the replacement of the Moss Canyon Bridge on Incline Road (Bridge Number 40C0064) in Mariposa County (County). The work has been broken out into three phases as described below:

- **Phase 1 (Phase 1 scope shown below)**
  - Project Management
  - Topographic Survey & Preliminary Right of Way Mapping
  - Geotechnical
  - Hydraulics
  - Preliminary Engineering
  - Environmental Surveys and Constraints Mapping

- **Phase 2 (Scope to be determined upon completion of Phase 1)**
  - Public Outreach
  - Environmental Studies and Regulatory Compliance
  - Plans, Specifications and Estimate
  - Appraisals and Acquisitions

- **Phase 3 (Scope to be determined upon completion of Phase 2)**
  - Bidding and Post Award
  - Construction Management

Phase 1 scope of work is shown below. The Phase 2 & 3 scope of work will be determined from the findings in Phase 1. Attached (Exhibit A) is the corresponding fee for the following tasks in Phase 1.

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PHASE 1

**TASK 1 – PROJECT MANAGEMENT**

**Task 1.1 - Kick-off Meeting**

A kick-off meeting will be held at the County office after the Notice to Proceed and will introduce the Project Team, establish communication channels, set the project schedule, clarify the Scope of Work, and define the roles and responsibilities of the various Team members. **Quincy** will distribute an approved meeting agenda, arrange attendance of key team members, and distribute meeting minutes. Upon completion of the meeting the Project Team will visit the site.

**Task 1.2 - Project Management & Schedule**

**Quincy** will be responsible for assembling a Project Development Team (PDT) for the project. **Quincy** will lead PDT meetings, which will include distributing approved meeting agendas, arranging attendance of key team members, and distributing meeting minutes along with a summary of action items. **Quincy** will also develop and update a critical path schedule for the project. A total of two (2) PDT meetings in person and one (1) Phone Conference is proposed for this Scope of Work in addition to the kick-off meeting. **Quincy** will also develop a PS&E delivery schedule to distribute to the Team, which will be updated regularly as required.

**Task 1 Products:**
- Kick-off Meeting
- Project Schedule – MS Project
- PDT Meetings (Agenda & Meeting Minutes) – Total 2
- Phone Conferences – Total 1
Task 1.3 - Quality Control/Quality Assurance
Quincy will provide documented Quality Control/Quality Assurance following our in-house QA/QC Manual. Quincy will provide contract management and quality control services throughout the duration of the project.

Task 1.4 - Highway Bridge Program (HBP) Updates
Quincy will assist the County with the completion of HBP forms requiring submittal found in the Caltrans Local Assistance Program Guidelines. The HBP forms will be completed and submitted to the County in Microsoft Word format.

TASK 2 – TOPOGRAPHIC SURVEY & RIGHT-OF-WAY MAPPING

Task 2.1 - Record Research & Record Calculations
Quincy will perform record research at the County to locate recorded maps, deeds, right-of-way maps, and other boundary evidence. Preliminary Title Reports for each property affected will be provided by the county and all exception documents will be reviewed to determine the potential effects on the existing right-of-way. Record right-of-way and property boundaries located within the project limits will be calculated to facilitate search positions for existing boundary evidence in the field.

Task 2.2 – Preliminary Right-of-Way & Control Field Survey
Quincy will perform a right-of-way survey and provide design control and right-of-way mapping for the project. Horizontal and vertical control points will be set to last throughout the project. Horizontal datum will be based on the North American Datum 83 (NAD 83). Vertical datum will be based on the North America Vertical Datum 88 (NAVD 88). A field survey will be conducted to search and locate existing survey monuments and physical evidence required to establish the existing right-of-way and property lines at those locations where any portion of the project encroaches.

Task 2.3 - Topographic Survey & Cross-Sections
A topographic survey will be conducted locating existing site improvements, visible utilities, trees larger than six inches in diameter, and other features necessary for improvement design. All surveys will be based on the previously established project control. Survey data will be compiled and processed and incorporated into a Topographic Base Map to serve as a base file for design improvements. Additionally, seven (7) cross-sections of the creek will be taken to facilitate the hydraulic analysis.

TASK 3 – GEOTECHNICAL INVESTIGATIONS & FOUNDATION REPORT

Task 3.1 - Pre-field Activities
Prior to the field work, Kleinfelder will perform a site reconnaissance to review project limits and mark the exploratory boring locations for utility clearance. It is anticipated an encroachment permit with the County will be necessary to complete the borings in the roadway. Obtaining the permits is included in our scope, but based on previous experience, it is anticipated the encroachment permit would be issued without charge.
Task 3.2 - Field Exploration Program
Based on discussions with designers, it is anticipated that the new bridge will be a either a single span or two span structure and the planned field exploration will include three (3) test borings to depths of about 40 to 50 feet below existing grade. If auger refusal occurs before these depths due to bedrock, Kleinfelder is prepared to rock core approximately 15 feet into bedrock. One boring will be performed along the dirt shoulder of the road at each abutment and the third boring will be performed in the canyon. The borings will be advanced with a truck mounted drill rig capable of utilizing hollow-stem auger, rotary wash (once groundwater is encountered), and rock coring techniques. The soil cuttings and drilling fluid will be contained in 55 gallon drums and removed from the site once we are completed with the field exploration program. Samples will be obtained from the test borings at frequent intervals. Sampling, logging, and oversight of drilling operations will be performed in accordance with Caltrans by an engineer from this office who is qualified by both education and experience. Upon completion, test borings will be backfilled with cement grout.

Necessary traffic control and/or signage will be obtained by Kleinfelder.

Task 3.3 - Preliminary Foundation Memorandum
Following completion of the subsurface exploration, Kleinfelder will prepare a Preliminary Foundation Memorandum. This memorandum will include foundation recommendations for the proposed bridge.

Task 3.4 - Laboratory Testing Program
Selected soil samples obtained during the field exploration will be tested in Kleinfelder’s local Caltrans certified laboratory to evaluate certain physical properties that will be necessary to complete the engineering analysis. Based on the anticipated subsurface conditions at the site, it is anticipated the following laboratory tests will be performed:

- In-place density and moisture content, American Society for Testing and Materials (ASTM) D2937
- Direct shear strength, ASTM D3080
- Unconfined Compression, ASTM D2166
- Grain-size distribution, ASTM D422
- Soluble sulfate, California Test Method No. 417
- Soluble chloride, California Test Method No. 422
- Minimum electrical resistivity, California Test Method No. 643

Task 3.5 - Engineering Analysis and Foundation Report Preparation
After the field and laboratory phases are complete and based on engineering evaluation and analysis of field and laboratory data, a draft Foundation Report will be prepared, followed by a final Foundation Report once all review comments have been received. The report will follow basic Caltrans LRFD guidelines and the revised Caltrans Foundation Report Preparation for Bridge Foundations (2009), which became effective January 1, 2010. The FR will present comments and recommendations to aid in design of the bridge along with Log of Test Boring drawings suitable for inclusion into the contract drawings. It is anticipated that the following specific items will be included in the Foundation Report:

- A description of the proposed project.
- Discussion of the field and laboratory testing programs.
Comments on the regional geology and site engineering seismology, including the potential for liquefaction and seismically induced settlement.

Recommended peak ground acceleration and ARS curve based on Caltrans Seismic Design Criteria 1.7 (released April 2013).

Recommended gross and net permissible contract stress associated with tolerable settlements and bearing capacity and design footing elevations of spread footing foundations, if appropriate.

Recommendations for lateral capacity of spread footings (passive pressure and frictional coefficient), if appropriate.

Recommended design and specified tip elevations for pile foundations under Service Limit, Strength Limit, and Extreme Event load, if appropriate.

Recommendations for design of laterally loaded piles, if appropriate.

Comments on soil stiffness and ultimate equivalent lateral pressure for resisting dynamic loading of abutment walls.

Comments on the corrosion potential of foundation soil.

Log of Test Boring drawings suitable for inclusion into the contract drawings.

Task 3.6- Initial Site Assessment (ISA)

The ISA for this project will be completed by Kleinfelder in accordance with the Caltrans “Initial Site Assessment” guidelines and requirements. If their research indicates that additional investigation or sampling and analysis are recommended, a separate scope of work, budget, and schedule will be submitted for County approval. An ISA does not typically include sampling and analysis. The ISA may identify areas which require additional Phase II investigation. Other services can be provided to further understand the site conditions. These services include, but are not limited to, soil vapor surveys, soil and groundwater assessments, geophysical surveys, and risk assessments. These services can be provided for additional fees.

Kleinfelder will provide a final report of findings. The report of findings will include an evaluation of the information obtained from the ISA. The report will include illustrations, color photographs, and pertinent regulatory agency documentation regarding the site. The report will discuss findings and recommendations.

Task 3.6.1 - Regulatory Agency and Other Records Review

Standard Environmental Record Sources: Federal and State

A review of published lists of state and federal regulatory agency investigations and/or enforcement actions for the site and within the following ASTM minimum search distances of the site.

- United States Environmental Protection Agency (U.S.E.P.A.) National Priority List (NPL), RCRA Treatment, Storage and Disposal (TSD) facilities, the Cal-EPA Department of Toxic Substances Control (DTSC) Cal-Sites List including the Bond Expenditure Plan (BEP) and Annual Workplan and the Cal-EPA Office of Environmental Information Hazardous Waste and Substances Sites List (formerly the CORTESE list) for the site and properties within one mile of the site.

- U.S. E.P.A. CERCLIS list, Regional Water Quality Control Board Tank Tracking System and California Integrated Waste Management Board SWIS and SWAT lists within one-half mile of the site.

- The RCRA generators list and the local or state list of registered underground storage tanks for the site and adjacent properties. The Emergency Response Notification System (ERNS) for the subject site only.

It is Kleinfelder’s experience that the three above listed bulleted items will satisfy Caltrans’ ISA protocol.
Additional Environmental Sources: State and Local
Review of reasonably ascertainable state and local regulatory agency records for information pertaining to environmental permits, site investigations, and documented enforcement actions for the subject site and adjacent facilities only. State and local agencies contacted may include the following as appropriate:

The local agency branch of the State Office of Emergency Services, the Regional Water Quality Control Board, the local Environmental Health Department, the local Fire Department, the Air Quality Management District or Air Pollution Control District, the local Planning Department, the Building Department, and the local utility company.

Interviews with local government officials for information regarding use, storage, and disposal of hazardous substances for the subject site or adjacent properties. Local government officials contacted may include the following as appropriate:

- Local fire department
- Local health agency
- Local agency with responsibility for hazardous waste disposal or other environmental matters such as: State of California Department of Water Resources for on-site water wells, the California Department of Conservation, Division of Oil and Gas for onsite oil wells, the Office of the California State Fire Marshall or Public Utilities Commission for pipelines, or the local Agricultural Commissioner for restricted pesticide use permits for the site.

Task 3.6.2 - Site History and Setting
In order to comply with Caltrans ISA guidelines, one or more of the following reasonably ascertainable standard historical sources will be consulted for information regarding the subject site:

- Review obtainable Sanborn Fire Insurance Company Maps to gain knowledge of past operations, facilities, or activities of environmental concern for the subject site and adjacent properties.
- Review readily obtainable aerial photographs for discernible physical features regarding past operations, facilities, and activities of environmental concern for the subject site and adjacent properties.
- Review available city directories for prior business names, which operated at the subject site.
- Review chain-of-title or recorded document guarantee report (if provided by client) dating back 50 years, which lists current and former easements and ownership. As an alternative a preliminary title report describing existing easements and current ownership may be reviewed if provided by the client.
- Review geological and hydrogeological information for the area in which the site is located.

Task 3.6.3 - Site Reconnaissance
Conduct a site visit to observe field conditions indicating recognizable environmental conditions in connection with the property, which may include:

- Note obvious location(s) of suspected past and present hazardous substance storage, application, use, and disposal areas.
- Note obvious location(s) of aboveground and underground storage tanks, pipelines, wells, and transformers and note building materials suspected to contain asbestos. Pertinent information or helpful documents that the client has or can obtain regarding as-built drawings,
environmental permits or registrations, previous assessments, etc., for underground tanks, etc., is requested to be made available for use by Kleinfelder.

- Note obvious uses and environmental conditions concerns as noted in the review of the aerial photography.
- Note facilities adjacent to the site that have an obvious potential to affect the environmental conditions at the site.
- Photographically document conditions at the time of the site visit.

**Task 3.6.4 - Final Report of Findings**

Provide a final report of findings. The report of findings will include an evaluation of the information obtained from the ISA. The report will include illustrations, color photographs, and pertinent regulatory agency documentation regarding the site. The report will discuss findings and recommendations.

**TASK 4 – HYDRAULICS**

**Task 4.1 - Project Meetings**

WRECO will attend one (1) Project kickoff field meeting and also participate in two (2) conference calls with the County and Project Team staff.

**Task 4.2 - Data Review and Field Reconnaissance**

WRECO will review available data, including previous studies, provided by the County and the Project Team. WRECO will conduct a field reconnaissance to assess the existing conditions in the vicinity of the Project site.

**Task 4.3 - Hydrologic Analysis**

WRECO’s preliminary research of the Federal Emergency Management Agency’s (FEMA) Flood Insurance Study (FIS) indicated that there is no detailed study available at the bridge site. WRECO will perform hydrologic analyses using at least two of three different methods to estimate the design flows: 1) USGS Regional Regression Method, 2) Unit Hydrograph Method, and 3) a statistical analysis using the USGS streamgage data. WRECO will identify the appropriate design floods (usually the 50-year flood), base flood (100-year flood), flood of record (if possible), and the overtopping flood.

**Task 4.4 - Hydraulic Analysis**

WRECO will perform a hydraulic analysis to determine the design flow characteristics for the existing condition through the study area including the limits and water surface profile through the study area for the base flood. The hydraulic model of choice will be the U.S. Army Corps of Engineers’ HEC-RAS Model. WRECO will coordinate with the Project Team to obtain the surveyed channel cross-sections for setting up the hydraulic model.
Task 4.5 - Bridge Location Hydraulic Study
WRECO will perform a Bridge Location Hydraulic Study and conduct a floodplain risk assessment for the bridge alternatives. WRECO will prepare either the Floodplain Evaluation Report or Summary of Floodplain Encroachment Technical Memorandum depending on the outcome of the Location Hydraulic Study, and it relies on assessment of the key items stated in 23 CFR 650.111(b)(c)(d).

Task 4.6 - Scour Analysis
WRECO will perform scour analysis to determine the stability of the creek and the scour potential for the proposed Project per the methodology specified in the Federal Highway Administration’s HEC-18, HEC-20, and HEC-23 manuals. WRECO will make recommendations on the need for scour countermeasures. The bridge site has the presence of bedrock, although there has been report of a minor scour concerns.

Task 4.7 - Bridge Design Hydraulic Study
WRECO will prepare a Bridge Design Hydraulics Study Report to summarize the results from the hydraulic and bridge scour analyses and recommendations for bridge scour countermeasures. The report will include all the detailed hydraulic model output.

TASK 5 – PRELIMINARY ENGINEERING

Task 5.1 - Basis of Design
A Basis of Design document will be developed to summarize previously prepared information for the project, key project development standards, and traffic count data. This document will establish the design criteria and the preliminary roadway alignments.

Task 5.2 - Roadway Geometric Approval Drawings and Bridge Advance Planning Studies
Quincy will prepare preliminary roadway geometric drawings, bridge planning studies, and summarize the advantages/disadvantages for various alternatives. This will assist the County in their determination of the preferred alignment and bridge type. Since the roadway will be replaced on the existing tangent alignment, roadway alternatives will likely consist of vertical profile options based on various bridge depth alternatives. Since the roadway will be widened, Quincy will also study minimizing the right-of-way impacts with several horizontal alignment shifts. Quincy will study up to two horizontal widening options, and up to three vertical profile options. Quincy will develop up to three bridge planning study alternatives.

Task 5.3 - Type Selection Report
Quincy will prepare a Type Selection Report, which will contain a General Plan and General Plan Estimate for each alternative along with our alternative recommendation. The report will also summarize design speed, safety, geotechnical, hydraulics, aesthetics, right-of-way impacts, environmental constraints, construction access and costs.

Task 5.4 - Preliminary Roadway Design (30% Plans)
Upon the County’s decision on a preferred roadway alignment, Quincy will begin preparing 30% Roadway Plans. The plans will be completed to a 30% level of design, which will include horizontal and vertical alignments, typical cross-sections and safety elements required at the bridge. The plans will include any required staging or detour. Limits of cut/fill slopes will also be shown to determine the maximum area of disturbance to develop preliminary right-of-way acquisition requirements and the environmental study limits. Quincy shall prepare an “Engineers Opinion of Probable Construction Cost” and will include
appropriate contingency factors for this level of design.

**TASK 6 – ENVIRONMENTAL**

The scope described below includes preparation of the PES Form, preliminary literature searches and field surveys which will be used to prepare the technical reports (Phase 2). Consistent with their recent experience on similar bridge replacement projects, ESA assumes that preparation of a Categorical Exclusion (CE) (with supporting technical studies) will be sufficient to address the requirements of NEPA, with preparation of the CE by Caltrans staff consistent with Federal Highway Administration NEPA delegation requirements. Consequently, this scope of work assumes completion of the CE by Caltrans District 10 staff, with preparation of the supporting technical studies by ESA team members.

**Task 6 Products:**
- PES Form
- APE Map
- Wetland Delineation Map
- Constraints Map

**Task 6.1 – Prepare PES, APE Map and Coordination Meeting**

ESA will coordinate with Quincy and the County to prepare a draft project description to be used in the environmental compliance documents. The project description will identify the project purpose and need, project objectives, major project elements, project location, and timing. As part of the project description, an Area of Potential Effect (APE) map will also be prepared.

Using preliminary environmental site data, ESA will prepare and submit a draft PES form and APE map to the County and Caltrans. Based on their preliminary review of the Study Area, the scope of work assumes preparation of several technical studies (Phase 2). ESA will also assist the County in scheduling a site visit with Caltrans staff to review and confirm the assumptions outlined in the draft PES form and APE map. Upon completion of the site visit, ESA will revise the draft PES and APE as appropriate and resubmit the final forms/maps to the County and Caltrans staff.

**Task 6.2 – Field Surveys and Constraints Mapping**

ESA will prepare a wetland delineation map along with performing field surveys for the Water Quality Assessment Report (WQAR), Natural Environment Study (NES), Biological Assessment (BA), Archaeological Survey Report (ASR) and Historic Property Survey Report (HPSR). From these surveys a constraints map will be prepared which will be used to scope the required Phase 2 work.

**PROJECT ASSUMPTIONS**

- In the event that suspected hazardous materials are encountered, visually or by odor in any geotechnical test boring, such boring will be immediately terminated and arrangements will be made to backfill the boring with cement grout. All added costs incurred as a result of suspected hazardous substances would be charged on a time and materials basis over and above the attached fee estimate.
- The scope of work does not include protocol-level surveys or exclusion and/or relocation efforts for listed species.
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**Total Cost**: $1,000
Cost Proposal

EXHIBIT A

Mariposa County - Moss Canyon Bridge on Incline Road (Br. No. 40C0064)

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| Labor Subtotal A. | $91,146.44 |
| Fee (12.0%):      | $10,937.57 |
| Subconsultant B.  | $92,916.00 |
| Fee (0.0%):       | $0.00      |
| Other Direct Cost Subtotal: C. | $2,934.75 |
| Fee (0.0%):       | $0.00      |

**TOTAL =** **$197,934.77**

Note: Invoices will be based upon actual QEI hourly rates plus overhead at 179.4% plus prorated portion of fixed fee. Subconsultant and Other Direct Costs will be billed at actual cost.

Total not to Exceed: **$198,000**
# County of Mariposa

Moss Canyon Bridge on Incline Road  
Bridge Number 40C0064  
Quincy Engineering Inc.

## DIRECT LABOR

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**650**

Subtotal Direct Labor Costs: $31,815.10  
Anticipated Salary Increases: $1,113.53  
**TOTAL - Direct Labor:** $32,928.63

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<td>Fringe Benefit</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td>General &amp; Admin</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL - Indirect Costs:</strong></td>
<td>176.80%</td>
<td>$58,217.82</td>
</tr>
</tbody>
</table>

## FEE

(12.00%)  
**TOTAL - Fee:** $10,937.57

## OTHER DIRECT COSTS

<table>
<thead>
<tr>
<th>Description</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Travel Costs</td>
<td>$593.25</td>
</tr>
<tr>
<td>Per Diem / Hotel</td>
<td>$300.00</td>
</tr>
<tr>
<td>Survey Prevailing Wage Differential</td>
<td>$1,964.00</td>
</tr>
<tr>
<td>Overnight Service</td>
<td>$75.00</td>
</tr>
<tr>
<td>Title Reports</td>
<td>$500.00</td>
</tr>
<tr>
<td>11 x 17 copies</td>
<td>$2.50</td>
</tr>
<tr>
<td><strong>TOTAL COST</strong></td>
<td>$2,934.75</td>
</tr>
</tbody>
</table>

### Subcontractor Costs

$92,916.00  
$197,944.77  
**Total Cost not to Exceed:** $198,000.00