

**CONTRACT BETWEEN THE COUNTY OF INYO  
AND Eastern Sierra Engineering**  
**FOR THE PROVISION OF CONSULTANT SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for consultant services, and is heretofore entering this contract with Eastern Sierra Engineering (hereinafter referred to as "Consultant"), in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as set forth below.

Any Forms or Exhibits herein referred to may be located and downloaded at:  
<http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm>

**TERMS AND CONDITIONS**

**1. STATEMENT OF WORK**

The Consultant shall furnish to the County, upon its request, those services and work set forth in Attachment A attached hereto and by reference incorporated herein. Requests by the County to the Consultant to perform under this Contract will be made by the Public Works Director. Requests to the Consultant for work or services to be performed under this Contract will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Consultant by the County under this Contract. County by this Contract incurs no obligation or requirement to request from Consultant the performance of any services or work at all, even if County should have some need for such services or work during the term of this Contract.

Services and work provided by the Consultant at the County's request under this Contract will be performed in a manner consistent with the requirements and standards established by applicable Federal, State, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Contract and, as applicable, as set forth, in Attachment E, attached hereto and incorporated herein.

**2. PERFORMANCE PERIOD**

**(Choose Option 1 or Option 2)**

**Option 1 – Standard Contract**

A. This Contract shall go into effect on 12/7/2021, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The Contract shall end on 7/31/2023, unless extended by Contract amendment.

B. Consultant is advised that any recommendation for Contract award is not binding on County until the Contract is fully executed and approved by County.

**Option 2 – On-Call Contracts**

A. This Contract shall go into effect on \_\_\_\_\_, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County’s Contract Administrator. The Contract shall end on \_\_\_\_\_, unless extended by Contract amendment.

B. Consultant is advised that any recommendation for Contract award is not binding on County until the Contract is fully executed and approved by County.

C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this Contract, the terms of the Contract shall be extended by Contract amendment.

**3. WORK SCHEDULE**

Consultant's obligation is to perform, in a timely manner, those services and work identified in Attachment A which is requested by the County. It is understood by Consultant that the performance of these services and work will require a varied schedule. Consultant will arrange his/her own schedule, but will coordinate with County to insure that all services and work requested by County under this Contract will be performed within the time frame set forth by County. This work schedule shall be included in Attachment A to the Contract, Scope of Work.

**4. ALLOWABLE COSTS AND PAYMENTS**

A. The method of payment for this contract will be based on actual cost plus a fixed fee. County will reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the work. Consultant will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant’s Cost Proposal, found in Attachment B, unless additional reimbursement is provided for by contract amendment. In no event, will Consultant be reimbursed for overhead costs at a rate that exceeds County’s approved overhead rate set forth in the Cost Proposal. In the event that County determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by County shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph “H” shall not be exceeded, unless authorized by contract amendment.

B. In addition to the allowable incurred costs, County will pay Consultant a fixed fee of \$8,689.40. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal, Attachment B.

D. When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of Consultant's fixed fee will be included in the monthly progress payments. If Consultant fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, County shall have the right to delay payment or terminate this Contract in accordance with provisions of Item 17 - Termination.

F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Contract.

G. Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by County's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work or which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due County including any equipment purchased under the provisions of Item 10 - Equipment Purchase of this Contract. The final invoice should be submitted within 60 calendar days after completion of Consultant's work. Invoices shall be mailed to County's Contract Administrator at the following address:

Trevor Taylor  
County of Inyo, Public Works Department  
P.O. Drawer Q  
Independence, CA 93526

H. The total amount payable by County including the fixed fee shall not exceed \$ 137,956.17.

I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal, found in Attachment B, and is approved by County's Contract Administrator.

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

J. A Task Order is of no force or effect until returned to County and signed by an authorized representative of County. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by County.

## **5. STATE PREVAILING WAGE RATES**

A. Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction, or more than \$15,000 for the alternation, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

## **6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS**

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Consultant to provide the services and work described in Attachment A must be procured by Consultant and be valid at the time Consultant enters into this Contract or as otherwise may be required. Further, during the term of this Contract, Consultant must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Consultant at no expense to the County. Consultant will provide County, upon execution of this Contract, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Consultant and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Contract.

B. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

## **7. DEBARMENT AND SUSPENSION CERTIFICATION**

A. Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CRF, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (non-procurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct with the past three (3) years. Any exceptions to this certification must be disclosed to County.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant's responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and date of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

## **8. STATUS OF CONSULTANT**

All acts of Consultant, its agents, officers, and employees, relating to the performance of this Contract, shall be performed as independent Consultant's, and not as agents, officers, or employees of County. Consultant, by virtue of this Contract, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Consultant has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Consultant is to be considered an employee of County. It is understood by both Consultant and County that this Contract shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent Consultant:

A. Consultant shall determine the method, details, and means of performing the work and services to be provided by Consultant under this Contract.

B. Consultant shall be responsible to County only for the requirements and results specified in this Contract, and except as expressly provided in this Contract, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Contract.

C. Consultant, its agents, officers, and employees are, and at all times during the term of this Contract shall, represent and conduct themselves as independent Consultant's, and not as employees of County.

## **9. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA**

Consultant shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Consultant to provide the services identified in Attachment A to this Contract. County is not obligated to reimburse or pay Consultant, for any expense or cost incurred by Consultant in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Consultant in providing and maintaining such items is the sole responsibility and obligation of Consultant.

## 10. EQUIPMENT PURCHASE

A. Prior Authorization in writing, by County's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability incurring such costs.

B. For purchase of any item, service or consulting work not covered in Attachment B, the Consultant's Cost Proposal, and exceeding \$5,000 prior authorization by County's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this contract is subject to the following: "Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful replacement and is sold or traded in, County shall receive a proper refund or credit at the conclusion of the contract, or if the contract terminated, Consultant may either keep the equipment and credit County in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established County procedures; and credit County in an amount equal to the sale price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable by County and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by County." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

## 11. COUNTY PROPERTY

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Consultant by County pursuant to this Contract are, and at the termination of this Contract remain, the sole and exclusive property of County. Consultant will use reasonable care to protect, safeguard and maintain such items while they are in Consultant's possession. Consultant will be financially responsible for any loss or damage to such items, partial or total, which is the result of Consultant's negligence.

B. Products of Consultant's Work and Services. Any and all compositions, publications, plans, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Consultant's services or work under this Contract are, and at the termination of this Contract remain, the sole and exclusive property of the County. At the termination of the Contract, Consultant will convey possession and title to all such properties to County.

## 12. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

For the duration of this Contract Consultant shall procure and maintain insurance of the scope and amount specified in Attachment D and with the provisions specified in that attachment.

## 13. SUBCONTRACTING

A. Nothing contained in this Contract or otherwise, shall create any contractual relation between County and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to County for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from County's obligation to make payments to the Consultant.

B. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Contract shall be subcontracted without written authorization by County's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal, Attachment B.

C. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by County.

D. All subcontracts entered into as a result of this Contract shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.

E. Any substitutions of subconsultant(s) must be approved in writing by County's Contract Administrator prior to the start of work by the subconsultant(s).

## 14. DEFENSE AND INDEMNIFICATION

For professional services rendered under this Contract, Consultant agrees to indemnify, including the cost to defend County and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of professional services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County.

Contractor shall hold harmless, defend, and indemnify County and its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the **active negligence**, sole negligence, or willful misconduct of the County.

Consultant's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any

requirement in this Contract for Consultant to procure and maintain a policy of insurance. If the Consultant maintains higher limits than the minimum required on the Insurance attachment to this Contract, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Consultant, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

## **15. RETENTION OF RECORDS/AUDIT**

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

## **16. AUDIT REVIEW PROCEDURES**

A. Any dispute concerning a question of fact arising under an interim or post audit of this Contract that is not disposed of by Contract, shall be reviewed by County's Administrative Officer.

B. Not later than 30 days after issuance of the final audit report, Consultant may request a review by County's Administrative Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by County will excuse Consultant from full and timely performance, in accordance with the terms of this Contract.

D. Consultant and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract cost proposal, and ICR shall be adjusted by Consultant and approved by County contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs



identified in the audit report shall be incorporated into the contract by this reference if directed by County at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPS work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

E. Consultant Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the Consultant and approved by the County's Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Consultant to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

1. During a Caltrans' review of the ICR audit work papers created by the Consultant's independent CPA, Caltrans will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, County will reimburse the Consultant at a provisional ICR until a FAR complaint ICR {e.g. 48 CRF, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines] is received and approved by A&I. Provisional rates will be as follows:
  - a. If the proposed rebate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
  - b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
  - c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.
2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management Letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.
3. If the Consultant fails to comply with the provisions of this Section E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR and audit report within three(3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.

4. Consultant may submit to County final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-Audited ICR; (2) all work under this contract has been completed to the satisfaction of County; and (3) Caltrans has issued its final ICR review letter. The Consultant MUST SUBMIT ITS FINAL INVOICE TO local agency no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between County and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

## **17. TERMINATION**

A. County reserves the right to terminate this contract upon thirty (30) calendar days' written notice to Consultant with the reasons for termination stated in the notice.

B. County may terminate this contract with Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, County may proceed with the work in any manner deemed proper by County. If County terminates this contract with Consultant, County shall pay Consultant the sum due to Consultant under this contract prior to termination, unless the cost of completion to County exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due Consultant under this contract and the balance, if any, shall be paid to Consultant upon demand.

## **18. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

A. Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

B. Consultant also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to County.

## **19. ASSIGNMENT**

This is a Contract for the services of Consultant. County has relied upon the skills, knowledge, experience, and training of Consultant as an inducement to enter into this Contract. Consultant shall not assign or subcontract this Contract, or any part of it, without the express written consent of County. Further, Consultant shall not assign any monies due or to become due under this Contract without the prior written consent of County.

## **20. DEFAULT**

If the Consultant abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Consultant in default and terminate this Contract upon five (5) days written notice to Consultant. Upon such termination by default, County will pay to Consultant all amounts owing to Consultant for services and work satisfactorily performed to the date of termination. Default shall also apply if the contract is terminated because of circumstances beyond the control of consultant. The provisions of section 11.B “County Property,” shall apply to any partially completed work if the contract is terminated or abandoned.

## **21. WAIVER OF DEFAULT**

Waiver of any default by either party to this Contract shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Contract unless this Contract is modified as provided in Section 30 (thirty) below.

## **22. CONFIDENTIALITY OF DATA**

A. All financial, statistical, personal, technical, or other data and information relative to County’s operations, which are designated confidential by County and made available to Consultant in order to carry out this contract, shall be protected by Consultant from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by County relating to the contract, shall not authorize Consultant to further disclose such information, or disseminate the same on any other occasion.

C. Consultant shall not comment publically to the press or any other media regarding the contract or County’s actions on the same, except to County’s staff, Consultant’s own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

D. Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by County, and receipt of County’s written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article. (For PS&E contracts add paragraph F, below, to paragraphs A through E, above).

F. All information related to the construction estimate is confidential, and shall not be disclosed by Consultant to any entity other than County.

## 23. CONFLICT OF INTEREST

A. Consultant shall disclose any financial, business, or other relationship with County that may have an impact upon the outcome of this contract, or any ensuing County construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing County construction project, which will follow.

B. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

Check here if C and D **DO NOT APPLY**.

(C and D do not apply if contract is NOT for preparation of Plans, Specs and Estimates)

C. Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

Check here if E, F and G **DO NOT APPLY**.

(E, F and G do not apply if Contract is NOT for Construction Contract Administration)

E. Consultant hereby certifies that neither Consultant, its employees, nor any firm affiliated with Consultant providing services on this project, prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.

F. Consultant further certifies that neither Consultant, nor any firm affiliated with Consultant, will bid on any construction subcontracts included within the construction contract. Additionally, Consultant certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.

G. Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this contract shall have provided services on the design of any project included within this contract.

H. If a Consultant is hired in a Management Position, complete and submit Caltrans LPMA Exhibit 10-U "Consultant in Management Position Conflict of Interest Statement," to County.

**24. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

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

**25. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING**

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

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and/or Caltrans Exhibit 10-Q in accordance with the instructions.

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

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

## 26. STATEMENT OF COMPLIANCE

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

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

Check here as C and D **DO NOT APPLY**.

(If NO Federal Funds will be used for this project, C and D do not apply.)

C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 – Effectuation of Title VI of the 1064 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the State of California shall, on the basis of race, color, nationality, origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

## 27. POST CONTRACT COVENANT

Consultant agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Contract, for any personal benefit, gain, or enhancement. Further, Consultant agrees for a period of two years after the

termination of this Contract, not to seek or accept any employment with any County, association, corporation, or person who, during the term of this Contract, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Consultant by virtue of this Contract has gained access to the County's confidential, privileged, protected, or proprietary information.

## **28. SEVERABILITY**

If any portion of this Contract or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Contract, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Contract are severable.

## **29. FUNDING REQUIREMENTS**

A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

B. This contract is valid and enforceable only, if sufficient funds are made available to County for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitation, conditions, or any statute enacted by the Congress State Legislature, or County governing board that may affect the provisions, terms, or funding of this contract in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

D. County has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

## **30. AMENDMENT/CHANGE IN TERMS**

A. This contract may be amended or modified only by mutual written agreement of the parties.

B. Consultant shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by County's Contract Administrator.

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

**31. NOTICE**

Any notice, communication, amendments, additions, or deletions to this Contract, including change of address of either party during the terms of this Contract, which Consultant or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

<b>County of Inyo:</b>	
<u>Public Works</u>	Department
<u>PO Drawer Q</u>	Address
<u>Independence, CA 93526</u>	City and State

<b>Consultant:</b>	
<u>Eastern Sierra Engineering</u>	Name
<u>4515 Towne Drive</u>	Address
<u>Reno, NV 89521</u>	City and State

**32. ENTIRE CONTRACT**

This Contract contains the entire Contract of the parties, and no representations, inducements, promises, or Contracts otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.


---o0o---

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

**COUNTY OF INYO**

**CONSULTANT**

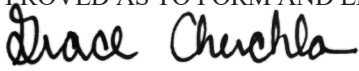
By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print or Type Name

By:   
Signature  
Gerald Jensen, President  
Print or Type Name

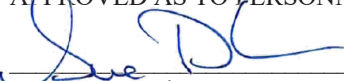
Dated: \_\_\_\_\_

Dated: 11/09/2021

APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
County Counsel

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
\_\_\_\_\_  
Personnel Services

APPROVED AS TO ACCOUNTING FORM:

  
\_\_\_\_\_  
County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

  
\_\_\_\_\_  
County Risk Manager



**ATTACHMENT A**

**CONTRACT BETWEEN COUNTY OF INYO  
AND Eastern Sierra Engineering**

---

**FOR THE PROVISION OF CONSULTANT SERVICES**

**TERM:**

**FROM:** 12/7/2021

**TO:** 7/31/2023

**SCOPE OF WORK:**

Eastern Sierra Engineering of Bishop, CA will be providing the environmental and engineering design services for the Onion Valley Guardrail Project, HSIPSL-5948(102). The scope of work attached includes the tasks and deliverables that will comprise the work.

Optional Environmental Tasks are not anticipated to be required and will only be authorized via contract amendment if found necessary. Optional Eastern Sierra Engineering Tasks 6 and 7 are included in the approved scope of work; the consultant shall not incur costs on these tasks without prior written approval from the County.

The hourly rates, other direct costs and fees paid by the County for these services are shown in Attachment B to the Contract.

# Proposal for Environmental and Engineering Services in Support of HSIP Onion Valley Guardrail Project

## SCOPE OF WORK

### Task 1 - Project Management -ESE

ESE's project manager, David Grah, will be responsible for management of this project from the Bishop office with support from the Reno office. He will work closely with the Inyo County Project Manager to coordinate overall work on the project and will be responsible for scheduling meetings, managing the project schedule, preparing and distributing minutes, conducting field reviews, tracking action items for the County and consultant sub-contractors, and preparing all submissions for the County to submit to Caltrans Local Assistance. David has established working relationships with Caltrans District 9 Local Assistance and all subconsultants from previous ESE and City of Bishop projects as well as Caltrans Work experience.

Deliverable: Quality project on time and within budget.

### Task 2 - Preliminary Engineering Studies - ESE

The preliminary engineering phase of the project will refine project scope including as needed for Task 5. This will be accomplished by reviewing and considering all available project materials including the project initiation materials as well as performing early engineering of the project. Important activities during this task include evaluating constructability of the various sites, determining preliminary end treatment approaches, and potentially meeting with the United States Forest Service (USFS), the underlying land owner. At the completion of work on this task, project parameters will be established to be used in environmental studies and in final design of the project.

Work on this task will include the development of preliminary project plans developed on base mapping produced in Task 3 and cost estimate. Preliminary plans are anticipated to include:

- ▶ Title Sheet
- ▶ Notes, Legend, and Abbreviations
- ▶ Plan Sheets (10 Scale)
- ▶ Signing and Striping Sheets
- ▶ Detail Sheets

Deliverables: 30% Preliminary plans and associated preliminary estimate. Plans will be D size drawings, 24 by 36 inches.



### Task 3 - Surveys and Mapping – Bear/ESE

This task will include researching Inyo County and BEAR Engineering records for information applicable to the project. An aerial control survey to establish horizontal and vertical control will be performed using GPS-RTK survey methods using an NGS Opus solution of GPS receiver data. GPS-RTK survey shall include ground control for each drone flight and fill-in measurements of existing improvements as needed. Survey control shall be in CCS (NAD 83) Zone IV, US Feet using Geoid 2012. A base map including monumentation, measured improvements and topographic contours will be prepared.

Deliverables: Base maps in AutoCAD Civil 3D 2021 format (also see Task 5 deliverables), images, notes

### Task 4 - Environmental Studies and Documentation – Geōde

The environmental task includes the following activities.



# Proposal for Environmental and Engineering Services in Support of HSIP Onion Valley Guardrail Project

Anticipated Activities (these activities are included in the proposal and cost):

## Environmental Project Description

Upon project initiation and working in conjunction with ESE and county staff, Geōde will create a concise project description that describes the nature and scope of the project. The project description will address the type of improvements, level of disturbance, and type of equipment to be used as well as an implementation schedule. Geōde will liaise with the United States Forest Service early in the project initiation process to ensure the correct jurisdictional agencies are engaged in the project's environmental documentation and analysis.

## CEQA Categorical Exemption (CE)

Geōde will complete the environmental review of the anticipated CEQA documentation. This documentation includes, but is not limited to: field, literature and electronic database reviews; and technical analysis. Technical studies are not anticipated, as the project involves negligible or no expansion of use. As the shoulders along Onion Valley Road have been previously disturbed from grading and driving, the installation of the guardrail is anticipated to be exempt under a CEQA as an existing facility.

## ECR/MMRP

Geōde will ensure compliance with any jurisdictional permits and project avoidance, minimization, and mitigation measures using an Environmental Commitments Record (ECR) or a Mitigation Monitoring and Reporting Plan (MMRP). The ECR/MMRP is a matrix noting the necessary environmental provisions, with the associated industry Best Management Practices (BMPs), Caltrans Standard Specifications (if relevant), and agency permits which guide the implementation of measures which ensure the project in part and cumulatively will have a less-than-significant impact. The ECR/MMRP document will assist both the county and the contractor, track and monitor the implementation of these measures. These collective efforts are anticipated to fulfil the project's CEQA/NEPA and permitting requirements.

## Coordination, Project Management & Meetings

Geōde will assume the lead role in environmental project management, preparation, and oversight of the CEQA/NEPA document(s), and scheduling meetings both with the project team and regulatory agencies.

Optional Activities (these activities are not included in the proposal and cost but could be added):

## NEPA Categorical Exclusion (CE)

This is an optional activity. Although only a CEQA CE is anticipated for this project, if a federal nexus is established for the project by the USFS or another agency, a NEPA CE would be anticipated. In this case Geōde will assess if project actions will individually or cumulatively result in significantly affecting the quality of the human environment. It is possible the USFS may wish to take the lead on the document at the NEPA lead agency.

## Permitting

This is an optional activity. Though Independence Creek does run adjacent to some of the project footprint, all activities are limited to upland areas and environmental permitting for impacts to waters are not anticipated. In addition, implementation of BMP's such as ESA fencing along the work near the creek could prevent project impact. Still, if required, the following permits could will be obtained as part of this activity: United States Army Corps of Engineers 404 Permit, Lahontan 401 Permit, California Department of Fish and Wildlife 1602 Permit.

Deliverables: California Environmental Quality Act Categorical Exemption and Environmental Commitments Record (ECR) or a Mitigation Monitoring and Reporting Plan, if needed.



# Proposal for Environmental and Engineering Services in Support of HSIP Onion Valley Guardrail Project

---

## Task 5 - Design – ESE

ESE will design the improvements and prepare the plans, specifications, and estimates in accordance with Inyo County standards, Caltrans standards, and AASHTO Geometric Design guidelines to meet the project scope defined in Task 2. ESE will provide support and participate in meetings with USFS and other resource agencies about the project, as necessary. Any alternatives would be presented to the county for final selection during this task. Traffic control and erosion control would be included in the work and public safety would be of special concern due to switchbacks creating work zones above other sections of road. About three rounds of county review and ESE update is anticipated as part of this task.

Final plans to include:

- ▶ Title Sheet
- ▶ Notes, Legend and Abbreviations
- ▶ Plan Sheets (10 scale)
- ▶ Signing and Striping Sheets
- ▶ Detail Sheets
- ▶ Construction Area Sign Sheets
- ▶ Erosion Control Plans
- ▶ Traffic Control Plans

Specifications are anticipated to include technical specifications that will be a combination of Caltrans specifications and special provisions developed by ESE and the County.

Cost Estimates will be estimates of probable construction costs and will be prepared at each submittal stage of the design process. A standard table format will be used to develop the costs, which will include descriptions, quantities, unit costs, and total costs. The final estimate will be correlated with the bid schedule.

Deliverables: Plans, specifications, and estimates at 60%, 90%, and final contract documents. Plans will be D size drawings, 24 by 36 inches. Base map and plan deliverables will include 2 hard copy sets and an electronic version on media. One paper copy of specifications will be provided and an electronic copy will be provided on the media with the plans.

## Task 6 - Bid Process (Optional) – ESE

This task is optional as needed by the county. As part of Task 5, ESE would provide an electronic copy of the final approved plans and specifications and a hard copy of the final approved specifications. The electronic copy of the plans would be provided as both AutoCAD files and PDF files, and the electronic copy of the specifications would be provided in both Microsoft Word format and PDF format. ESE would respond to questions that arise during the bidding phase and prepare addendums for distribution by the county, as necessary. If desired by the county, ESE would also provide assistance in the evaluation of bids and award recommendation, but in accordance with the RFP, these services are not included.

Deliverables: Final Plans and specifications, responses to questions during bidding and addendums, if necessary.

## Task 7 – Services during construction (Optional) – ESE

This task is optional as needed by the county. Under this optional task ESE would participate in one pre-construction conference and answer questions as directed by the County. ESE would provide other services after contract award including reviewing contractor submittals, responding to Requests for Information (RFI), preparing and/or reviewing change orders, supporting the County on Contractor claims, and performing field visits or meetings as requested. Communication with the contractor would be logged and returned through the County to maintain continuity and lines of communication. In addition to these services listed in the



# Proposal for Environmental and Engineering Services in Support of HSIP Onion Valley Guardrail Project

---

Request for Proposals, ESE could provide additional services during construction such as resident engineer, inspection, and material testing services.

Deliverables: Meeting participation, review of submittals, other responses



**ATTACHMENT B**

**CONTRACT BETWEEN COUNTY OF INYO  
AND Eastern Sierra Engineering**

---

**FOR THE PROVISION OF CONSULTANT SERVICES**

**TERM:**

**FROM:** 12/7/2021

**TO:** 7/31/2023

**SCHEDULE OF FEES:**

The Consultant shall be compensated for actual costs incurred plus a fixed fee (10%) at the rates shown in the attached cost proposal submitted by Eastern Sierra Engineering dated 10/6/2021 for the scope of services described in Attachment A to the Contract, Scope of Work. The rates and costs identified herein shall constitute full compensation for providing all services, labor, equipment, materials, and other incidentals necessary to perform all work described in Attachment A to the Contract, Scope of Work.

The hours and associated costs allotted to each task in the cost proposal are projected estimates of probable costs incurred by the consultant. The total compensation provided shall not exceed \$137,956.17. If an increase to the project cost is expected, request for approval of the increase must be made in writing by the Consultant to the County, and approved by the Board of Supervisors prior to incurring the increase. Any increase to the not to exceed amount will be effective by written Amendment to the Contract only.

The Director of Public Works can add to or modify the approved job classification list as necessary to account for personnel changes at Eastern Sierra Engineering. The Director of Public Works may only approve changes to the Schedule of Fees that are not associated with an increase to the contract Not-to-Exceed amount.

**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     2<sup>nd</sup> Tier Subconsultant

Consultant Eastern Sierra Engineering PC

Project No. HSIPSL-5948(102)    Contract No. ZP-21-019    Date 10/06/2021

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
See Attached			\$ _____	\$ 32172.85
			\$ _____	\$ _____
			\$ _____	\$ _____
			\$ _____	\$ _____

**LABOR COSTS**

- a) Subtotal Direct Labor Costs \$ 32,172.85
- b) Anticipated Salary Increases (see page 2 for calculation) \$ 13.68
- c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 32,186.53**

**INDIRECT COSTS**

- d) Fringe Benefits (Rate: 36.15%)    e) Total Fringe Benefits [(c) x (d)] \$ 11,635.43
- f) Overhead (Rate: 133.82%)    g) Overhead [(c) x (f)] \$ 43,072.01
- h) General and Administrative (Rate: \_\_\_\_\_%)    i) Gen & Admin [(c) x (h)] \$ \_\_\_\_\_
- j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 54,707.45**

**FIXED FEE**

- k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10% \$ 8,689.40**

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	880		\$.56	\$492.80
Equipment Rental and Supplies			\$	\$
Permit Fees			\$	\$
Plan Sheets	120		\$3	\$360.00
Test			\$	\$

**l) TOTAL OTHER DIRECT COSTS \$852.80**

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

Subconsultant 1: <u>Bear Engineering</u>	<u>\$24,420.00</u>
Subconsultant 2: <u>Geode</u>	<u>\$17,100.00</u>
Subconsultant 3: _____	<u>\$</u>
Subconsultant 4: _____	<u>\$</u>
<b>m) TOTAL SUBCONSULTANTS' COSTS</b>	<b><u>\$41,520.00</u></b>

**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$ 42,372.80**

**TOTAL COST [(c) + (j) + (k) + (n)] \$137,956.17**

**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.

**Direct Labor**

Classification/ Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	David Grah*	92	\$65.00	\$5,980.00
Design Manager	Debbie Jenkins *	38	\$62.50	\$2,375.00
Principal Engineer	Gerald Jensen	32	\$48.07	\$1,538.24
Senior Engineer	Christine Katz*	233	\$57.69	\$13,441.77
Civil Design Engineer	Daniel Sandoval*	17	\$39.42	\$670.14
Civil Design Engineer	Erik Bjarner*	208	\$28.13	\$5,851.04
Civil Design Engineer	Cole Herbert	7	\$28.84	\$201.88
Civil Design Engineer	Andrew Myers	7	\$27.00	\$189.00
Civil Design Engineer	Baily Mirtle	7	\$26.92	\$188.44
Civil Design Engineer	Peter Sebaaly	7	\$34.62	\$242.34
Sr. Cadd Technician	Jill Cartright	26	\$33.00	\$858.00
Sr. Cadd Technician	Jody Hughes	26	\$24.50	\$637.00
Total				\$32,172.85

**2023 Salary Increases**

Senior Engineer	Christine Katz*	8	\$1.15	\$9.20
Civil Design Engineer	Erik Bjarner*	8	\$0.56	\$4.48
Total				\$13.68



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: Gerald G. Jensen Title \*: President

Signature:  Date of Certification (mm/dd/yyyy): 10/06/2021

Email: gjensen@esengr.com Phone Number: 775-828-7220 x204

Address: 4515 Towne Drive, Reno, NV 89521

\*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:**

Design, PS&E and construction support services

Cost Proposal for Onion Valley Guardrail Project  
 Eastern Sierra Engineering  
 October 2021 (V6)

	Gerald Jensen	Debbie Jenkins*	Christine Katz*	David Grah*	Daniel Sandova*	Erik Bjarnar*	Cole Herbert	Andrew Myers	Baily Mirtle	Peter Sebaly	Jody Hughes	Jill Cartwright
	Constructability Review	Engineering Design Mgr	Senior Civil Design Engineer	Project Manager / Design	Civil Design Engineer	Civil Design Engineer	Civil Design Engineer	Civil Design Engineer	Civil Design Engineer	Civil Design Engineer	Senior Drafter	Senior Drafter
Rate 2022	129.77	168.73	155.75	175.48	106.43	75.83	77.86	78.15	72.36	93.46	66.14	89.09
Rate 2023	132.37	172.11	158.86	178.99	108.56	77.35	79.42	79.71	73.81	95.33	67.47	90.87
Rate 2024	137.66	178.99	165.22	186.15	112.9	80.44	82.59	82.56	76.76	99.15	70.16	94.51
Rate 2025	145.92	189.73	175.13	197.32	119.68	85.27	87.61	87.55	81.37	105.09	74.37	100.18
<b>Task 1 - Project Management</b>												
Task 1 Hours Subtotal	0	0	40	16	0	0	0	0	0	0	0	0
Task 1 Labor Costs	\$ -	\$ -	\$ 6,230.00	\$ 2,807.68	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 1 Non Labor Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Task 1 ESE Total</b>	\$ 9,037.68	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Not To Exceed Task 1 (plus fixed fee)</b>	\$ 9,037.68	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Task 2 - Preliminary Engineering Studies</b>												
Site Visits (4 total)												
Review PID			12	6		12						
Evaluate Sites for Constructability and End Treatments	16		4	2	1	4	1	1	1	1		
USFS Meeting			32	8	4	32						
NLA Sheet			4	4		4						
Overall Site Plan (one sheet)			4	4		10						
Plan Sheets at 1"=20' (15 sheets)		6	16	6	8	16	2	2	2	2	4	4
Details (5 sheets 4 per sheet)			10	10		12						
Cost Estimate	4		6	2		6						
QA/QC		8										
Plans Submittal			1			4						
Task 2 Hours Subtotal	20	14	89	32	13	100	3	3	3	3	12	12
Task 2 Labor Costs	\$ 2,595.40	\$ 2,362.22	\$ 13,861.75	\$ 5,615.36	\$ 1,383.59	\$ 7,583.00	\$ 233.58	\$ 234.45	\$ 217.08	\$ 280.38	\$ 793.68	\$ 1,069.08
Task 2 Non Labor Costs												
<b>Task 2 ESE Total</b>	\$ 36,229.57	\$ -	\$ 123.00	\$ -	\$ 123.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Task 2 ESE Other Direct Costs</b>	\$ 246.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Not To Exceed Task 2 (plus fixed fee)</b>	\$ 36,475.57	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Task 3 - Surveys and Mapping</b>												
Support for Bear - Topography			1	1		1						
Task 3 Hours Subtotal	0	0	1	1	0	1	0	0	0	0	0	0
Task 3 Labor Costs	\$ -	\$ -	\$ 155.75	\$ 175.48	\$ -	\$ 75.83	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 3 Non Labor Costs												
<b>Task 3 ESE Total</b>	\$ 407.06	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Task 3 Bear Total</b>	\$ 24,420.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Not To Exceed Task 3 (plus fixed fee)</b>	\$ 24,827.06	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Task 4 - Environmental Studies and Documentation</b>												
Support for Geode			3	3		3						
Task 4 Hours Subtotal	0	0	3	3	0	3	0	0	0	0	0	0
Task 4 Labor Costs	\$ -	\$ -	\$ 467.25	\$ 526.44	\$ -	\$ 227.49	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 4 Non Labor Costs												
<b>Task 4 ESE Total</b>	\$ 467.25	\$ -	\$ -	\$ 526.44	\$ -	\$ 227.49	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Not To Exceed Task 4 (plus fixed fee)</b>	\$ 467.25	\$ -	\$ -	\$ 526.44	\$ -	\$ 227.49	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Cost Proposal for Onion Valley Guardrail Project  
 Eastern Sierra Engineering  
 October 2021 (V6)

		Gerald Jensen	Debbie Jenkins*	Christine Katz*	David Grah*	Daniel Sandoval*	Erik Bjarnar*	Cole Herbert	Andrew Myers	Baily Mirtle	Peter Sebaly	Jody Hughes	Jill Cartwright
Task 4 Non Labor Costs													
Task 4 ESE Total	\$ 1,221.18												
Task 4 Geode Total	\$ 17,100.00												
<b>Total Not To Exceed Task 4 (plus fixed fee)</b>	<b>\$ 18,321.18</b>												
<b>Task 5 - Design</b>													
Caltrans Encroachment Permit													
USFS Meeting and Coordination													
Title Sheet													
NLA Sheet													
Plan Sheets at 1"=20' (15 sheets)													
Details (5 sheets 4 per sheet)													
Specifications													
Cost Estimate													
Constructability Review													
QA/QC													
Plans Submittal													
Task 5 Hours Subtotal		12	24	92	40	4	96	4	4	4	4	14	
Task 5 Labor Costs		\$ 1,557.24	\$ 4,049.52	\$ 14,329.00	\$ 7,019.20	\$ 425.72	\$ 7,279.68	\$ 311.44	\$ 312.50	\$ 289.44	\$ 373.84	\$ 925.95	\$ 1,247.26
Task 5 Non Labor Costs						\$ 123.00							
Task 5 ESE Total	\$ 38,120.90												
Task 5 Other Direct Costs	\$ 246.00												
<b>Total Not To Exceed Task 5 (plus fixed fee)</b>	<b>\$ 38,366.90</b>												
<b>Task 6 - Bid Process (optional)</b>													
Produce construction documents													
Respond to contractor questions													
Prepare addendums													
Task 6 Hours Subtotal		0	0	4	0	0	4	0	0	0	0	0	0
Task 6 Labor Costs		\$ -	\$ -	\$ 635.44	\$ -	\$ -	\$ 309.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 6 Non Labor Costs													
Task 6 ESE Total	\$ 952.84												
Task 6 Other Direct Costs	\$ 360.00												
<b>Total Not To Exceed Task 6 (plus fixed fee)</b>	<b>\$ 1,312.84</b>												
<b>Task 7 - Services During Construction (optional)</b>													
Pre bid meeting													
Pre-construction conference													
Review submittals													
Design support													
Task 7 Hours Subtotal		0	0	4	0	0	4	0	0	0	0	0	0
Task 7 Labor Costs		\$ -	\$ -	\$ 635.44	\$ -	\$ -	\$ 309.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 7 Non Labor Costs													
Task 7 ESE Total	\$ 944.84												
<b>Total Not To Exceed Task 7 (plus fixed fee)</b>	<b>\$ 944.84</b>												

**SCHEDULE OF OTHER DIRECT COST ITEMS**

Eastern Sierra Engineering			Geode Environmental			Bear Engineering		
DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST
Special Tooling			Special Tooling			Special Tooling		
A. Printing Plan sheets	sheet	\$3.00	A. Printing		Cost + 10%	A. Printing Plan sheets	sheet	\$3.00
B. Special Printing		Cost + 10%	B.			B.		
C.			C.			C.		
Travel			Travel			Travel		
A. Mileage	mile	\$0.56	A. Mileage	mile	\$0.56			
B. Per Caltrans TEC			B. Per Caltrans TEC					

- "N/C" denotes No Charge
- Pre-approved travel and Per Diem will be reimbursed in accordance with the current Caltrans Travel Guide for consultants, and detailed in executed Task Order Cost Estimates. No charge will be invoiced for employee relocation costs.
- Actual costs are based on prices from appropriate vendors and should be competitive in their respective industries. The costs will be supported with appropriate documents detailed in executed Task Order Cost Estimates. Proposed vendors shall be presented in the Task Order Cost Estimate for each project. Pre-approval by the Caltrans Contract Manager will be required and shall be submitted along with the actual invoice.
- Parking, tolls and local transportation cost resulting from commuting to and from the employee's residence to the job site as assigned in the Task Order are not reimbursable.
- Other Direct Cost (ODC) items claimed shall be in compliance with 48 Code of Federal Regulation, Chapter 1, part 31 (Federal Acquisition Regulation – FAR cost principles) and shall be consistent with the firm's company-wide allocation policies and charging practices with all clients including federal government, state governments, local agencies and private clients.
- Proposed items shall be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- For those items listed here as "tools of the trade" that is part of indirect cost and not applicable as a direct cost, note as Not Applicable (NA).



CIVIL ENGINEERING & CONSTRUCTION SERVICES

main: 775.828.7220  
fax: 775.828.7221  
4515 Towne Drive  
Reno, NV 89521-9696  
[www.esengr.com](http://www.esengr.com)

### Prevailing Wage Policy

Eastern Sierra Engineering, PC performs work on public works projects requiring payment of prevailing wages to certain classifications of employees. The prevailing wage is comprised of a base hourly rate of pay and an hourly fringe benefit amount. If the prevailing wage rate is greater than the employee's base rate of pay plus fringe benefits received by the employee, the company policy is to increase the base rate of pay to the employee to meet the prevailing wage rate. Thus, the employee is payed the difference ("the prevailing wage delta"). The company accounting policy is to record the prevailing wage delta as a direct cost and this cost is charged directly to the contract as direct labor. This also applies to a fringe delta. If a fringe delta is required to be paid to an employee, it is also recorded as a direct cost and is billed to the client as a direct cost.

If you have any questions or concerns please contact me at 775-828-7220 x204 or email me at [gjensen@esengr.com](mailto:gjensen@esengr.com).

Sincerely,

A handwritten signature in black ink, appearing to read 'G. Jensen', written over a horizontal line.

Gerald Jensen  
President

HOME OFFICE      Fringe Ben. %      Overhead %      General Administration %      Combined %

36.15%      133.82%      +      =      169.97%

**BILLING INFORMATION**

Name/Classification	Loaded Hourly Billing Rates			Effective Date of hourly rate		Actual/average hrly rate	Hourly range for class
	Straight	OT(1.5x)	OT(2x)	From	To		
David Grah, PE Project Manager PM/ Civil Design	\$ 175.48	\$ 175.48	\$ 175.48	10/06/21	10/05/22	\$ 65.00	n/a
	\$ 178.99	\$ 178.99	\$ 178.99	10/06/22	10/05/23	\$ 66.30	
	\$ 186.15	\$ 186.15	\$ 186.15	10/06/23	10/04/24	\$ 68.95	
	\$ 197.32	\$ 197.32	\$ 197.32	10/05/24	10/05/25	\$ 73.09	
	\$ 213.10	\$ 213.10	\$ 213.10	10/06/25	10/05/26	\$ 78.94	
Exempt	\$ 234.41	\$ 234.41	\$ 234.41	10/06/26	10/05/27	\$ 86.83	
Debbie Jenkins, PE Design Manager Quality Control PM/ Civil Design	\$ 168.73	\$ 168.73	\$ 168.73	10/06/21	10/05/22	\$ 62.50	n/a
	\$ 172.11	\$ 172.11	\$ 172.11	10/06/22	10/05/23	\$ 63.75	
	\$ 178.99	\$ 178.99	\$ 178.99	10/06/23	10/04/24	\$ 66.30	
	\$ 189.73	\$ 189.73	\$ 189.73	10/05/24	10/05/25	\$ 70.28	
	\$ 204.91	\$ 204.91	\$ 204.91	10/06/25	10/05/26	\$ 75.90	
Exempt	\$ 225.40	\$ 225.40	\$ 225.40	10/06/26	10/05/27	\$ 83.49	
Gerald Jensen, PE Principal Constructability Review	\$ 129.77	\$ 129.77	\$ 129.77	10/06/21	10/05/22	\$ 48.07	n/a
	\$ 132.37	\$ 132.37	\$ 132.37	10/06/22	10/05/23	\$ 49.03	
	\$ 137.66	\$ 137.66	\$ 137.66	10/06/23	10/04/24	\$ 50.99	
	\$ 145.92	\$ 145.92	\$ 145.92	10/05/24	10/05/25	\$ 54.05	
	\$ 157.60	\$ 157.60	\$ 157.60	10/06/25	10/05/26	\$ 58.38	
Exempt	\$ 173.36	\$ 173.36	\$ 173.36	10/06/26	10/05/27	\$ 64.21	
Christine Katz, PE Senior Civil Design Engineer Civil Design	\$ 155.75	\$ 155.75	\$ 155.75	10/06/21	10/05/22	\$ 57.69	n/a
	\$ 158.86	\$ 158.86	\$ 158.86	10/06/22	10/05/23	\$ 58.84	
	\$ 165.22	\$ 165.22	\$ 165.22	10/06/23	10/04/24	\$ 61.20	
	\$ 175.13	\$ 175.13	\$ 175.13	10/05/24	10/05/25	\$ 64.87	
	\$ 189.14	\$ 189.14	\$ 189.14	10/06/25	10/05/26	\$ 70.06	
Exempt	\$ 208.05	\$ 208.05	\$ 208.05	10/06/26	10/05/27	\$ 77.06	

**CALCULATION INFORMATION**

HOME OFFICE  
 Fringe Ben. % 36.15% + Overhead % 133.82% + General Administration % = Combined % 169.97%

**BILLING INFORMATION**

Name/Classification	Loaded Hourly Billing Rates			Effective Date of hourly rate	% or \$ Increase	Actual/ average hrly rate	Hourly range for class
	Straight	OT(1.5x)	OT(2x)				
Daniel Sandoval Civil Design Engineer	\$ 106.43	\$ 106.43	\$ 106.43	10/06/21	0.00%	\$ 39.42	n/a
	\$ 108.56	\$ 108.56	\$ 108.56	10/06/22	2.00%	\$ 40.21	
	\$ 112.90	\$ 112.90	\$ 112.90	10/06/23	4.00%	\$ 41.82	
	\$ 119.68	\$ 119.68	\$ 119.68	10/05/24	6.00%	\$ 44.33	
	\$ 129.25	\$ 129.25	\$ 129.25	10/06/25	8.00%	\$ 47.88	
	\$ 142.17	\$ 142.17	\$ 142.17	10/06/26	10.00%	\$ 52.66	
Erik Bjarner Civil Design Engineer	\$ 75.93	\$ 75.93	\$ 75.93	10/06/21	0.00%	\$ 28.13	n/a
	\$ 77.45	\$ 77.45	\$ 77.45	10/06/22	2.00%	\$ 28.69	
	\$ 80.55	\$ 80.55	\$ 80.55	10/06/23	4.00%	\$ 29.84	
	\$ 85.38	\$ 85.38	\$ 85.38	10/05/24	6.00%	\$ 31.63	
	\$ 92.21	\$ 92.21	\$ 92.21	10/06/25	8.00%	\$ 34.16	
	\$ 101.43	\$ 101.43	\$ 101.43	10/06/26	10.00%	\$ 37.57	
Cole Herbert Civil Design Engineer	\$ 77.86	\$ 77.86	\$ 77.86	10/06/21	0.00%	\$ 28.84	n/a
	\$ 79.42	\$ 79.42	\$ 79.42	10/06/22	2.00%	\$ 29.42	
	\$ 82.59	\$ 82.59	\$ 82.59	10/06/23	4.00%	\$ 30.59	
	\$ 87.55	\$ 87.55	\$ 87.55	10/05/24	6.00%	\$ 32.43	
	\$ 94.55	\$ 94.55	\$ 94.55	10/06/25	8.00%	\$ 35.02	
	\$ 104.01	\$ 104.01	\$ 104.01	10/06/26	10.00%	\$ 38.53	
Andrew Myers Civil Design Engineer	\$ 72.89	\$ 72.89	\$ 72.89	10/06/21	0.00%	\$ 27.00	n/a
	\$ 74.35	\$ 74.35	\$ 74.35	10/06/22	2.00%	\$ 27.54	
	\$ 77.32	\$ 77.32	\$ 77.32	10/06/23	4.00%	\$ 28.64	
	\$ 81.96	\$ 81.96	\$ 81.96	10/05/24	6.00%	\$ 30.36	
	\$ 88.52	\$ 88.52	\$ 88.52	10/06/25	8.00%	\$ 32.79	
	\$ 97.37	\$ 97.37	\$ 97.37	10/06/26	10.00%	\$ 36.07	
Exempt							

HOME OFFICE      Fringe Ben. %      Overhead %      General Administration %      Combined %

36.15%      +      133.82%      +      =      169.97%

**BILLING INFORMATION**

Name/Classification	Loaded Hourly Billing Rates			Effective Date of hourly rate		Actual/average hrly rate	Hourly range for class
	Straight	OT(1.5x)	OT(2x)	From	To		
Baily Mirtle Civil Design Engineer	\$ 72.68	\$ 72.68	\$ 72.68	10/06/21	10/05/22	\$ 26.92	n/a
	\$ 74.13	\$ 74.13	\$ 74.13	10/06/22	10/05/23	\$ 27.46	
	\$ 77.09	\$ 77.09	\$ 77.09	10/06/23	10/04/24	\$ 28.56	
	\$ 81.72	\$ 81.72	\$ 81.72	10/05/24	10/05/25	\$ 30.27	
	\$ 88.26	\$ 88.26	\$ 88.26	10/06/25	10/05/26	\$ 32.69	
Exempt	\$ 97.08	\$ 97.08	\$ 97.08	10/06/26	10/05/27	\$ 35.96	
Peter Sebaaly Civil Design Engineer	\$ 93.46	\$ 93.46	\$ 93.46	10/06/21	10/05/22	\$ 34.62	n/a
	\$ 95.33	\$ 95.33	\$ 95.33	10/06/22	10/05/23	\$ 35.31	
	\$ 99.15	\$ 99.15	\$ 99.15	10/06/23	10/04/24	\$ 36.72	
	\$ 105.09	\$ 105.09	\$ 105.09	10/05/24	10/05/25	\$ 38.93	
	\$ 113.50	\$ 113.50	\$ 113.50	10/06/25	10/05/26	\$ 42.04	
Exempt	\$ 124.85	\$ 124.85	\$ 124.85	10/06/26	10/05/27	\$ 46.25	
Jill Cartright Sr. CADD Technician Drafting	\$ 89.09	\$ 133.64	\$ 178.18	10/06/21	10/05/22	\$ 33.00	n/a
	\$ 90.87	\$ 136.31	\$ 181.74	10/06/22	10/05/23	\$ 33.66	
	\$ 94.51	\$ 141.76	\$ 189.01	10/06/23	10/04/24	\$ 35.01	
	\$ 100.18	\$ 150.27	\$ 200.35	10/05/24	10/05/25	\$ 37.11	
	\$ 108.19	\$ 162.29	\$ 216.38	10/06/25	10/05/26	\$ 40.08	
Non-Exempt	\$ 119.01	\$ 178.52	\$ 238.02	10/06/26	10/05/27	\$ 44.08	
Jody Hughes Sr. CADD Technician Drafting	\$ 66.14	\$ 99.21	\$ 132.29	10/06/21	10/05/22	\$ 24.50	n/a
	\$ 67.47	\$ 101.20	\$ 134.93	10/06/22	10/05/23	\$ 24.99	
	\$ 70.16	\$ 105.25	\$ 140.33	10/06/23	10/04/24	\$ 25.99	
	\$ 74.37	\$ 111.56	\$ 148.75	10/05/24	10/05/25	\$ 27.55	
	\$ 80.32	\$ 120.49	\$ 160.65	10/06/25	10/05/26	\$ 29.75	
Non-Exempt	\$ 88.36	\$ 132.53	\$ 176.71	10/06/26	10/05/27	\$ 32.73	

**CALCULATION INFORMATION**





**GEODE ENVIRONMENTAL**

**Geode Environmental  
Sole Proprietor - Essra Mostafavi**

**\$190 per hour**

<b>Task</b>	<b>Description</b>	<b>Hours</b>	<b>Rate</b>	<b>Cost</b>	<b>Included</b>	<b>Optional</b>
TASK 1	Project Initiation, Scope of Work & Project Description	40	\$190	\$7,600	\$7,600	
TASK 2	CEQA Categorical Exemption (CE)	20	\$190	\$3,800	\$3,800	
TASK 3	NEPA Categorical Exclusion (CE)	20	\$190	\$3,800		\$3,800
TASK 4	ECR/MMRP	10	\$190	\$1,900	\$1,900	
TASK 5	Coordination, Project Management & Meetings	20	\$190	\$3,800	\$3,800	
TASK 6	Permitting					
TASK 6.1	USACE Nationwide 404 Permit	40	\$190	\$7,600		\$7,600
TASK 6.2	Lahontan RWQCB 401 Permit	40	\$190	\$7,600		\$7,600
TASK 6.3	CDFW LSAA 1602 Permit	40	\$190	\$7,600		\$7,600
				<b>\$43,700</b>	<b>\$17,100</b>	<b>\$26,600</b>

## BEAR ENGINEERING RATE SCHEDULE

Field Surveys: GPS Equipment: Trimble R10GPS RTK equipment, one base receiver, one rover, radio link, TSC7 data collector, Robotic Equipment: Trimble S-6 Robotic Station w/ TSC7 data collector; Drone – Phantom 4 RTK

A. Field surveys with GPS RTK and Robotic Equipment:	\$170.00 /hr.
B. Office: Professional Engineer/Land Surveyor Services:	\$110.00 /hr.
C. Miscellaneous:	
Travel: Billed to and from office	\$170.00 /hr.
Copies 18"x 26". 24"x32", 24"x36" sheets	\$3.00 /sheet
Special Materials: construction staking materials, aerial targets, etc	cost + 15%
Overhead: Office, clerical, etc not otherwise specified included in rates	
D. Drone Flight Planning	\$110.00 /hr.
E. Drone Data Processing	\$110.00 /hr.
F. Drone Aerial Survey	\$170.00 /hr.

### Estimated Fee for each Scope of Services Item

1.	4 hr. @ \$110/hr. (C)	\$	440
2.	40 hr. @ \$170/hr. (A)	\$	6,800
3.	20 hr. @ \$110/hr. (D)	\$	2,200
4.	60 hr. @ \$110 /hr. (E)	\$	6,600
5.	26 hr. @ \$170 per hr. (F)	\$	4,420
6.	30 hr. @ \$ 110 per hr. (C)	\$	3,300
7.	6 hr. @ \$110 per hr. (C)	\$	<u>660</u>
Total		\$	24,420

Not to Exceed Amount: \$24,420.

**ATTACHMENT C**

**CONTRACT BETWEEN COUNTY OF INYO  
AND Eastern Sierra Engineering  
FOR THE PROVISION OF CONSULTANT SERVICES**

**TERM:**

**FROM:** 12/7/2021 **TO:** 7/31/2023

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:**

The consultant shall be compensated at the rates shown in Attachment B, Schedule of Fees for Travel and Per Diem expenses.

**ATTACHMENT D**

**CONTRACT BETWEEN COUNTY OF INYO  
AND Eastern Sierra Engineering  
FOR THE PROVISION OF CONSULTANT SERVICES**

**TERM:**

**FROM:** 12/7/2021

**TO:** 7/31/2023

**SEE ATTACHED INSURANCE PROVISIONS**

## Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

***(Not required if consultant provides written verification it has no employees)***

1. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

### Other Insurance Provisions

**The insurance policies are to contain, or be endorsed to contain, the following provisions:**

#### ***Additional Insured Status***

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

### *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### **Primary Coverage**

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

#### **Notice of Cancellation**

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

#### **Waiver of Subrogation**

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

#### **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

#### **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

#### **Claims Made Policies**

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

#### **Verification of Coverage**

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete,

certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

*Special Risks or Circumstances*

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



**ATTACHMENT E**

**CONTRACT BETWEEN COUNTY OF INYO  
AND Eastern Sierra Engineering**  

---

**FOR THE PROVISION OF CONSULTANT SERVICES**

**TERM:**

**FROM:** 12/7/2021

**TO:** 7/31/2023

**STATE / FEDERAL FUNDS ADDENDUM**

1. **Covenant Against Contingent Fees.** The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant, to solicit or secure this Contract, and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this Contract. For breach or violation of this warranty, the local agency shall have the right to annul this Contract without liability, or at its discretion; to deduct from the Contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
2. **Delays and Extensions.** The term of the contract may be extended in the case of unavoidable delays, changes in the scope of work or level of effort required to meet the project objectives, and for consideration of corresponding warranted adjustments in payment. An extension of contract time is granted as described in Section 30, Amendment/Change in Terms, of the contract.
3. **Consultant's Endorsement on PS&E/Other Data.** The consultant's responsible engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.
4. **Disadvantaged Business Enterprise Considerations.** Consultants must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26. The Consultant shall comply with the applicable provisions of Exhibit 10-I, "Notice to Proposers Disadvantaged Business Enterprise Information," and Exhibit 10-J, "Standard Contract for Subcontractor/DBE Participation," that were included in the Request for Statements of Qualifications,
5. **Safety.** The consultant shall comply with OSHA regulations applicable to the Consultant regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the county's project manager and other county representatives. Consultant personnel shall wear hard hats and safety vests at all time when working on the construction project site.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the county has determined that such areas are within the limits of the project and are open to public traffic. The Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

Any subcontract entered into as a result of this contract shall contain all of these provisions.