



AGENDA ITEM NO.  
**C15**

# COUNTY OF HUMBOLDT

For the meeting of: May 15, 2018

Date: April 25, 2018

To: Board of Supervisors

From: Thomas K. Mattson, Public Works Director *TKM*

Subject: Consultant Services Agreement with Ghirardelli Associate, Inc. Regarding the Provision of Construction Management Services for Williams Creek Bridge (4C-258) Replacement on Grizzly Bluff Road (2G100) at Post Mile 10.21

### RECOMMENDATIONS:

That the Board of Supervisors:

1. Approve the selection of Ghirardelli Associates, Inc. as the consulting firm to provide construction management services;
2. Approve and authorize the Chair of the Board to execute three (3) original copies of the attached consultant services agreement with Ghirardelli Associates, Inc. regarding the provision of construction management services; and
3. Direct the Clerk of the Board to return two (2) executed original copies of the attached consultant services agreement to the Department of Public Works for further processing.

### SOURCE OF FUNDING:

Humboldt County Road Fund, Federal Highway Administration ("FHWA") Highway Bridge Program

Prepared by Jeffrey A. Ball

CAO Approval *[Signature]*

REVIEW:

Auditor *MSM* County Counsel *SM* Personnel \_\_\_\_\_ Risk Manager *TKM* Other \_\_\_\_\_

TYPE OF ITEM:

Consent  
 Departmental  
 Public Hearing  
 Other \_\_\_\_\_

PREVIOUS ACTION/REFERRAL:

Board Order No. C-22

Meeting of: March 7, 2017

**BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT**

Upon motion of Supervisor Wilson Seconded by Supervisor Bass

Ayes Bass, Fennell, Sundberg, Bohm, Wilson  
 Nays \_\_\_\_\_  
 Abstain \_\_\_\_\_  
 Absent \_\_\_\_\_

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: 5/15/18

By: *[Signature]*  
Kathy Hayes, Clerk of the Board

## DISCUSSION:

The replacement of Williams Creek Bridge (4C-258) on Grizzly Bluff Road (2G100) at Post Mile 10.21 was awarded to McCullough Construction, on February 27, 2018, and work is scheduled to begin this summer. Since the Humboldt County Public Works Department currently has limited staff to perform construction management services necessary to complete multiple projects, Public Works issued a Request for Qualification ("RFQ") on January 3, 2017, for the purpose of creating a pool of qualified consultants who will be available to meet the department's construction management needs. The RFQ was the first step of the two-step selection process set forth in Chapter 10 of the California Department of Transportation's Local Assistance Procedures Manual.

The Board of Supervisors approved the pool of qualified consultants on March 7, 2017 (Attachment 1). On January 12, 2018, the department issued a Request for Proposals ("RFP") regarding the provision of specific construction management services required for the Replacement of Williams Creek Bridge (4C-258) on Grizzly Bluff Road (2G100) at Post Mile 10.21 project to the pool of qualified consultants. The RFP contained a specific scope of services and solicited a cost proposal and performance schedule. The proposals submitted in response to the RFP for the project were evaluated and ranked by the selection committee. The final ranking of proposals was issued on March 1, 2018 (Attachment 2).

The department is now returning to the Board of Supervisors seeking approval to award a Consultant Services Agreement to the selected consultant. The department desires to retain the services of Ghirardelli Associates, Inc., to assist the county in performing construction management services for this project. Ghirardelli Associates, Inc., has provided the department with a cost proposal, final scope of work and performance schedule as required by the RFP process.

Accordingly, the department recommends that the Board of Supervisors approve and authorize the Chair of the Board of Supervisors to execute the attached Consultant Services Agreement with Ghirardelli Associates, Inc., regarding the provision of construction management services for the project (Attachment 3).

## FINANCIAL IMPACT:

As noted above, the maximum amount payable for the construction management services rendered, and costs and expenses incurred, pursuant to the terms and conditions of the attached consultant services agreement is not to exceed Two Hundred Sixty Thousand Seven Hundred Thirty-Six Dollars and Thirty Three Cents (\$260,736.33). The construction management services for the Williams Creek Bridge Replacement Project is eighty-eight point fifty-three (88.53) percent funded by the FHWA Highway Bridge Program and eleven point forty-seven (11.47) percent funded by Humboldt County Road Fund.

The recommended actions conform to the Board of Supervisors' Core Role of providing for and maintaining infrastructure. This item has no impact on the General Fund.

## OTHER AGENCY INVOLVEMENT:

California Department of Transportation, Federal Highway Administration

## ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board may choose not to approve the attached consultant services agreement with Ghirardelli Associates, Inc., Regarding the Provision of Construction Management Services. However, this alternative

is not recommended since the county has limited staff to perform construction management and oversight for this bridge rehabilitation project.

ATTACHMENTS:

1. Board of Supervisors Approval of the Pool of Qualified Consultants, dated March 7, 2017
2. Department of Public Works Final Ranking of the Proposals for Construction Management Services for Replacement of Williams Creek Bridge (4C-258) on Grizzly Bluff Road (2G100) at Post Mile 10.21, dated March 1, 2018
3. Consultant Services Agreement with Ghirardelli Associates, Inc., Regarding the Provision of Construction Management Services for Williams Creek Bridge (4C-258) on Grizzly Bluff Road (2G100) at Post Mile 10.21

**AGREEMENT FOR CONSULTANT SERVICES  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
GHIRARDELLI ASSOCIATES, INC.  
CONSTRUCTION MANAGEMENT SERVICES  
WILLIAMS CREEK BRIDGE REPLACEMENT ON GRIZZLY BLUFF ROAD**

This contract entered into this 15 day of May, 2018, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Ghirardelli Associates, Inc., a California corporation, hereinafter referred to as "CONSULTANT," is made upon the following considerations:

**RECITALS**

WHEREAS, COUNTY, by and through its Department of Public Works, desires to retain the services of CONSULTANT to assist COUNTY in performing Design Engineering and Project Development services, which are further described in Attachment A – Scope of Work; and

WHEREAS, such work involves the performance of professional and technical services of a temporary and occasional character, and COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for this temporary period; and

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services for COUNTY or any department thereof; and

WHEREAS, CONSULTANT represents that it is qualified to perform the duties and services set forth in this contract; and

NOW THEREFORE, the parties hereto mutually agree as follows:

**ARTICLE I – INTRODUCTION**

- A. The Project Manager for CONSULTANT will be Chuck Dory. The Contract Administrator for COUNTY will be Tony Seghetti, Deputy Director of Public Works or designee thereof.
- B. The work to be performed under this contract is described in Article II – Statement of Work and the approved CONSULTANT's Cost Proposal dated March 28, 2018. The approved CONSULTANT's Cost Proposal is attached hereto as Attachment B – Cost Proposal & Schedule of Work and incorporated herein by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.
- C. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of COUNTY.
- D. Without the written consent of COUNTY, this contract is not assignable by CONSULTANT either in whole or in part.
- E. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

- F. The consideration to be paid to CONSULTANT as provided herein, shall be compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

## ARTICLE II – STATEMENT OF WORK

The work to be performed under this contract is described in Attachment A – Scope of Work and Attachment B – Cost Proposal & Schedule of Work.

## ARTICLE III – CONSULTANT'S REPORTS OR MEETINGS

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

## ARTICLE IV – PERFORMANCE PERIOD

- A. This contract shall go into effect on May 15, 2018, contingent upon approval by COUNTY, and CONSULTANT shall commence work after receiving notification to proceed from COUNTY's Contract Administrator. This contract shall end on June 30, 2019, unless extended by a written amendment hereto.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.

## ARTICLE V – ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this contract will be based on actual cost plus a fixed fee. COUNTY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in the Cost Proposal. 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 Twenty Thousand Four Hundred Sixty-Five Dollars and Sixty-Eight Cents (\$20,465.68). The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

- D. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the 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 the provisions of Article VI Termination.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than forty-five (45) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:
- Humboldt County Department of Public Works  
Attention: Tony Seghetti, Contract Administrator  
1106 Second Street  
Eureka, California 95501
- H. The total amount payable by COUNTY including the fixed fee shall not exceed Two Hundred Sixty Thousand Seven Hundred Thirty-Six Dollars and Thirty-Three Cents (\$260,736.33).
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by COUNTY's Contract Administrator. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

#### ARTICLE VI – 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, COUNTY shall pay CONSULTANT the sum due 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.

## ARTICLE VII – COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures set forth in Title 48 of the Code of Federal Regulations (CFR), Federal Acquisition Regulations System, Chapter 1, Part 31, Sections 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 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR Part 200 and 48 CFR Chapter 1, Part 31, Sections 31.000, et seq., are subject to repayment by CONSULTANT to COUNTY.

## ARTICLE VIII – RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with California Public Contract Code Sections 10115, et seq. and Title 21 of the California Code of Regulations, Chapter 21, Sections 2500, et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code Section 8546.7; CONSULTANT, subconsultants, and COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state of California, California State Auditor, COUNTY, Federal Highway Administration (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.

## ARTICLE IX – AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by the Humboldt County Auditor-Controller.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by the Humboldt County Auditor-Controller of unresolved audit issues. CONSULTANT's request for review shall be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and subconsultant contracts, including cost proposals and 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 instance 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, approved Cost Proposal, and ICR shall be adjusted by CONSULTANT and approved by COUNTY's Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate

audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

- E. CONSULTANT's 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 CONSULTANT and approved by 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 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 Caltrans' review of the ICR audit work papers created by 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 CONSULTANT at a provisional ICR until a FAR compliant ICR [e.g. 48 CFR Part 31; Generally Accepted Auditing Standards (GAGAS); Cost Accounting Standards (CAS), 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 Caltrans. Provisional rates will be as follows:
    - a. If the proposed rate is less than one hundred fifty percent (150%) - the provisional rate reimbursed will be ninety percent (90%) of the proposed rate.
    - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the provisional rate will be eighty-five percent (85%) of the proposed rate.
    - c. If the proposed rate is greater than two hundred percent (200%) - the provisional rate will be seventy-five percent (75%) of the proposed rate.
  2. If Caltrans is unable to issue a cognizant letter per Section 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 CONSULTANT's and/or the independent CPA's revisions.
  3. If 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 is submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth in Section E(1) above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this contract.
  4. CONSULTANT may submit to COUNTY final invoice only when all of the following items have occurred: (a) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (b) CONSULTANT has completed all work required under this contract to the satisfaction of COUNTY; and (c) Caltrans has issued its final ICR review letter. CONSULTANT must submit its final invoice to COUNTY no later than sixty (60) calendar days after occurrence of the last of these items.



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

#### ARTICLE X – SUBCONTRACTING

- A. Nothing contained in this contract or otherwise, shall create any contractual relationship 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 CONSULTANT.
- B. CONSULTANT shall perform the work contemplated herein 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.
- 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 of the applicable provisions set forth in this contract.
- E. Any substitution of subconsultant(s) must be approved in writing by COUNTY's Contract Administrator prior to the start of work by the subconsultant(s).

#### ARTICLE XI – 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 Five Thousand Dollars (\$5,000.00) for supplies, equipment, or consultant services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding Five Thousand Dollars (\$5,000.00) requiring prior authorization by COUNTY's Contract Administrator; three (3) competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two (2) years and an acquisition cost of Five Thousand Dollars (\$5,000.00) or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and

CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY.” 49 CFR, Part 18 requires a credit to federal funds when equipment with a fair market value greater than Five Thousand Dollars (\$5,000.00) is credited to the project.

#### **ARTICLE XII – 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 required hereunder.
- B. Any subcontract entered into as a result of this contract, if for more than Twenty-Five Thousand Dollars (\$25,000.00), for public works construction or more than Fifteen Thousand Dollars (\$15,000.00) for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.
- C. When prevailing wages apply to the services described herein and Attachment A – Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. (See <http://www.dir.ca.gov>.)

#### **ARTICLE XIII – CONFLICT OF INTEREST**

- A. CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. 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.

#### **ARTICLE XIV – REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

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

////

## ARTICLE XV – PROHIBITION OF EXPENDING COUNTY, STATE OR FEDERAL FUNDS FOR LOBBYING

- A. CONSULTANT hereby certifies to the best of his or her knowledge and belief that:
1. No local, state or federal 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 California 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 a federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000.00) and not more than One Hundred Thousand Dollars (\$100,000.00) 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 One Hundred Thousand Dollars (\$100,000.00) and that all such subrecipients shall certify and disclose accordingly.

## ARTICLE XVI – 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 of the California Code of Regulations 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 forty (40) years of age), 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 (Government Code Sections 12990(a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this contract by reference and made a part hereof as if set

forth in full. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

#### ARTICLE XVII – DEBARMENT AND SUSPENSION CERTIFICATION

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

#### ARTICLE XVIII – 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, limitations, 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 due to insufficient funding upon thirty (30) calendar days advance written notice pursuant to the termination provisions set forth herein, or by mutual agreement to amend the contract to reflect any reduction of funds.

#### ARTICLE XIX – 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.

#### ARTICLE XX – DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this contract is ten percent (10%). Participation by a DBE consultant or subconsultants shall be in accordance with information contained in Attachment C – Consultant Proposal DBE Commitment (Exhibit 10-O1), or in Attachment D – Consultant Contract DBE Information (Exhibit 10-O2), which are attached hereto and incorporated as part of the contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out the applicable requirements of 49 CFR, Part 26 in the award and administration of U.S. DOT assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as COUNTY deems appropriate.
- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- E. A DBE firm may be terminated only with prior written approval from COUNTY for the reasons specified in 49 CFR Section 26.53(f). Prior to requesting COUNTY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR Section 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity,

- ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors must be evaluated.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, similar transactions, particularly those in which DBEs do not participate, must be examined.
- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J. Upon completion of this contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise, First-Tier Subconsultants," CEM-2402F [Exhibit 17-F, of the Local Assistance Procedures Manual (LAPM)], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to COUNTY's Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until such summary is submitted. Any amounts withheld as a result of a failure to provide a summary of DBE payments will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises, First-Tier Subconsultants" form is submitted to COUNTY's Contract Administrator.
- K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within thirty (30) calendar days thereof.

## ARTICLE XXI – CONTINGENT FEE

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

////

## ARTICLE XXII – DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of COUNTY's Contract Administrator and other COUNTY officials, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by COUNTY's governing board of unresolved claims or disputes, other than audit. The request for review shall be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the COUNTY will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

## ARTICLE XXIII – INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit COUNTY, the State of California, and FHWA, if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

## ARTICLE XXIV – SAFETY

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

## ARTICLE XXV – INSURANCE AND INDEMNIFICATION

- A. Prior to the execution of this contract, CONSULTANT shall furnish to COUNTY satisfactory proof that CONSULTANT has taken out for the entire period required by this contract, as further described below, the following insurance, in a form satisfactory to COUNTY, and with an insurance carrier satisfactory to COUNTY, authorized to do business in the State of California with a current A.M. Bests


rating of no less than A; VII or its equivalent, which will protect those described below from claims which arise out of, or in connection with, the acts or omissions of CONSULTANT for which CONSULTANT may be legally liable, whether performed by CONSULTANT, or by those employed directly or indirectly by it, or by anyone for whose acts CONSULTANT may be liable:

1. Commercial General Liability Insurance, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, blasting, explosion, collapse of buildings or structures, damage to underground structures and utilities, liability for slander, false arrest and invasion of privacy arising out of construction management operations, blanket contractual liability, broad form endorsement, a construction management endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than Two Million Dollars (\$2,000,000) per occurrence for any one (1) incident, subject to a deductible of not more than Twenty-Five Thousand Dollars (\$25,000.00) payable by CONSULTANT. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
  2. Business Automobile Liability Insurance with limits not less than One Million Dollars (\$1,000,000.00) for each occurrence including coverage for owned, non owned and hired vehicles, subject to a deductible of not more than Ten Thousand Dollars (\$10,000.00) payable by CONSULTANT.
  3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits and Employers' Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers. In the event CONSULTANT is self-insured, a Certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations – Administration of Self-Insurance, shall be filed with the Clerk of the Humboldt County Board of Supervisors.
  4. Professional Liability Insurance – Error and Omission Coverage, including coverage in an amount no less than Two Million Dollars (\$2,000,000) for each occurrence (Four Million Dollars (\$4,000,000) general aggregate), subject to a deductible not to exceed Twenty-Five Thousand Dollars (\$25,000.00) payable by CONSULTANT. Said insurance shall be maintained for the statutory period during which CONSULTANT may be exposed to liability. CONSULTANT shall require that such coverage be incorporated into its professional services agreements with any other entities.
- B. CONSULTANT's insurance policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. CONSULTANT's Commercial General Liability policy and Automobile Liability policy shall name COUNTY, and its affiliates, directors, officers, officials, partners, representatives, employees, consultants, subconsultants, agents and landlord, as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured. CONSULTANT's Commercial General Liability policy shall also contain a provision stating that such coverage:
    - a. Includes contractual liability.
    - b. Is the primary insurance with regard to COUNTY.



- c. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of building or structure to property underground, commonly referred to as "XCU Hazards."
  - d. Does not contain a pro-rated excess only and/or escape clause.
  - e. Contains a cross liability, severability of interest or separation of insured's clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) calendar days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that CONSULTANT shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
  3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
  4. For claims related to this Agreement, CONSULTANT's insurance is the primary coverage to COUNTY, and any insurance or self-insured programs maintained thereby are excess to CONSULTANT's insurance and will not be used to contribute therewith.
  5. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY.
  6. CONSULTANT shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONSULTANT does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONSULTANT agrees to pay the cost thereof. COUNTY is also hereby authorized to deduct the cost of said insurance from the monies owed to CONSULTANT under this Agreement.
  7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONSULTANT shall be required to purchase additional coverage to meet above-referenced aggregate limits.
  8. Nothing contained herein shall be construed as limiting in any way the extent to which CONSULTANT or any of its permitted subcontractors or subconsultants may be held responsible for payment of damages resulting from their operations.
- C. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

CONSULTANT: Ghirardelli Associates, Inc.  
Attention: Chuck Dory, Project Manager  
1225 Central Avenue, Suite 10  
McKinleyville, CA 95519

Initial	
Client	GAI

COUNTY: County of Humboldt  
Attention: Risk Management  
825 Fifth Street, Room 131  
Eureka, California 95501


AND

Humboldt County Department of Public Works  
Attention: Tony Seghetti, Contract Administrator  
1106 Second Street  
Eureka, California 95501

- D. In connection with the performance of the design professional services required hereunder, CONSULTANT shall, to the fullest extent permitted by law, and in accordance with California Civil Code Section 2782.8, indemnify, defend and hold harmless COUNTY, its officers, agents and employees, from any claim, liability, loss, injury or damage (referred to collectively as "Litigation") that arises out of, pertains to, relates to, or is connected with, performance of this contract due to the negligence, recklessness, or willful misconduct of CONSULTANT and/or its agents, employees or subconsultants. CONSULTANT shall reimburse COUNTY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any Litigation in which CONSULTANT is obligated to indemnify and defend COUNTY under this contract.
- E. In connection with the performance of the non-design professional services required hereunder, if any, CONSULTANT shall hold harmless, defend and indemnify COUNTY and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense and costs of any kind or nature, including, without limitation, costs and fees of Litigation, arising out of, or in connection with, CONSULTANT's performance of, or failure to comply with, any of its obligations contained in the contract, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY. CONSULTANT shall reimburse COUNTY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any Litigation in which CONSULTANT is obligated to indemnify and defend COUNTY under this contract.

**ARTICLE XXVI – OWNERSHIP OF DATA**

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in COUNTY; and no further agreement will be necessary to transfer ownership to COUNTY. CONSULTANT shall furnish COUNTY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by COUNTY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by COUNTY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by CONSULTANT.

Initial   
Client GAI

- D. The parties hereby agree to comply with all applicable federal provisions pertaining to patent rights regarding rights to inventions (48 CFR, Part 27, Subpart 27.3 – Patent Rights Under Government Contracts for Federal-Aid Contracts).
- E. COUNTY may permit copyrighting reports or other products created hereunder. If copyrights are permitted, FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of Twenty-Five Thousand Dollars (\$25,000.00) entered into as a result of this contract shall contain all of the provisions of this Article.

#### **ARTICLE XXVII – CLAIMS FILED BY COUNTY’S CONSTRUCTION CONTRACTOR**

- A. If claims are filed by COUNTY’s construction contractor relating to work performed by CONSULTANT, and additional information or assistance from CONSULTANT is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with COUNTY’s Contract Administrator and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT shall, upon reasonable notice from COUNTY, allow interviews of all personnel that COUNTY considers essential to assist in defending against construction contractor claims.
- C. Services of CONSULTANT in connection with COUNTY’s construction contractor claims will be performed pursuant to a written contract amendment.
- D. Any subcontract in excess of Twenty-Five Thousand Dollars (\$25,000.00) entered into as a result of this contract shall contain all of the provisions of this Article.

#### **ARTICLE XXVIII – CONFIDENTIALITY OF DATA**

- A. In performance of this contract, CONSULTANT may receive information that is confidential under local, state or federal law. CONSULTANT hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws.
- B. 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.
- C. Permission to disclose information on one (1) 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.
- D. All informational material related to this Agreement shall receive approval from COUNTY prior to being released to the media (television, radio, newspapers and internet). CONSULTANT shall inform COUNTY of all requests for interviews by media related to this Agreement before such interviews take place; and COUNTY is entitled to have a representative present at such interviews. All notices required by this provision shall be given to COUNTY’s Contract Administrator.
- E. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than COUNTY.

- F. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

#### **ARTICLE XXIX – NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with California Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within two (2) years prior to the execution of this contract, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

#### **ARTICLE XXX – EVALUATION OF CONSULTANT**

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

#### **ARTICLE XXXI – RETENTION OF FUNDS**

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

#### **ARTICLE XXXII – NOTIFICATION**

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT: Ghirardelli Associates, Inc.  
Attention: Chuck Dory, Project Manager  
1225 Central Avenue, Suite 10  
McKinleyville, CA 95519

COUNTY: Humboldt County Department of Public Works  
Attention: Tony Seghetti, Contract Administrator  
1106 Second Street  
Eureka, California, 95501

////

**ARTICLE XXXIII – GOVERNING LAW, PRACTICE STANDARDS AND BINDING EFFECT**


- A. This contract shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.
- B. This contract is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the provisions, terms or funding of this contract. This contract shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.
- C. CONSULTANT agrees to comply with all local, state and federal laws and regulations, including, but not limited to, the Americans with Disabilities Act. CONSULTANT further agrees to comply with all applicable local, state and federal accrediting, licensure and certification requirements.
- D. CONSULTANT warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONSULTANT's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances. It is hereby understood that COUNTY's acceptance of the services performed by CONSULTANT hereunder shall not operate as a waiver or release of any breach of this contract.
- E. The terms of this contract shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.

**ARTICLE XXXIV – NO WAIVER OF DEFAULT**

- A. The waiver by either party of any breach or violation of any requirement of this contract shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this contract.
- B. In no event shall any payment by COUNTY constitute a waiver of any breach of this contract or any default which may then exist on the part of CONSULTANT. Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand that CONSULTANT repay any funds disbursed to CONSULTANT under this contract, which in the judgment of COUNTY were not expended in accordance with the terms of this contract. CONSULTANT shall promptly refund any such funds upon demand.

**ARTICLE XXXV – ATTORNEY FEES ON BREACH**

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this contract from being performed, the prevailing party in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorney's fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

Initial   
Client      GAI

**ARTICLE XXXVI – NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE**

CONSULTANT certifies by its signature below that it is not a Nuclear Weapons Contractor, in that CONSULTANT is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CONSULTANT agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor, as defined above. COUNTY may immediately terminate this contract if it determines that the foregoing certification is false or if CONSULTANT becomes a Nuclear Weapons Contractor.

**ARTICLE XXXII – CONTRACT**

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

[Signatures on Following Page]

**ARTICLE XXXVIII – SIGNATURES**

*TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:*

*(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND*

*(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.*

**GHIRARDELLI ASSOCIATES, INC.:**

By: 

Date: 4/20/18

Name: RANDALL BRUNER

Title: PRESIDENT / CEO

By: 

Date: 4/23/2018

Name: Raeynn M. Lelo-Butcher

Title: secretary

**COUNTY OF HUMBOLDT:**

By: 

Date: 5/15/18

Ryan Sundberg  
Chair, Humboldt County Board of Supervisors

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By: 

Date: 4/20/18

Risk Management

**LIST OF ATTACHMENTS:**

Attachment A – Scope of Work

Attachment B – Cost Proposal & Work Schedule

Attachment C – Consultant Proposal DBE Commitment (Exhibit 10-O1)

Attachment D – Consultant Contract DBE Commitment (Exhibit 10-O2)

Attachment E – Consultant Certification of Contract Costs and Financial management System (Exhibit 10-K for Prime and Subconsultants)

Attachment F – Liability Insurance

ATTACHMENT A  
SCOPE OF WORK





# Construction Management Services for Williams Creek Bridge Replacement on Grizzly Bluff Road (Project No. 594209)

---

for the  
County of Humboldt  
Department of Public Works  
(RFP No. DPW2018-001)

## ***Contract Documents: Scope of Services and Project Schedule/Staffing Plan***

March 6, 2018

### **Project Correspondence**

Chuck Dory, P.E., QSD  
Project Manager  
cell: (510) 599-6760  
email: cdory@ghirardelliassoc.com

1225 Central Avenue, Suite 10  
McKinleyville, CA 95519  
P: (707) 273-1004  
F: (707) 273-1002

Initial  
Client | GAI

# Contract Documents

---



## TABLE OF CONTENTS

SECTION	PAGE
Scope of Services .....	1
Project Team Organization Chart.....	22
Project Schedule / Staffing Plan.....	23
DBE Documentation (Exhibit 10-O2).....	24
Evidence of Insurability/Business Licenses.....	25

# Contract Documents

---

## Scope of Services

### Description of project team member's role and responsibilities.

**Chuck Dory, PE, QSP/QSD** – Chuck will perform the duties of Project Manager/ Resident Engineer/Structures Representative (RE/SR). He will be responsible for the overall administration of the construction contract to include, but not limited to:

- Scheduling and conducting Meetings
- Facilitate coordination / communication with County staff, Contractor, Designer, County Lab personnel, utility companies, permit agencies, other oversight agency personnel (as authorized by County), adjacent property owners / residents, and other stakeholders
- Preparing a Resident Engineer daily report
- Preparing change orders including costs estimates and attachments such as plans and specifications
- Supervision of the consultant team members to include quality control of the individual members work and deliverables (daily reports, source / payment documentation, etc.).
- Review of Contractor's technical submittals, working drawings, and plans

**Gene Leo, Civil / Structures Inspector** – Gene will be the on-site Construction Inspector/Assistant Resident Engineer. He will be responsible for:

- Preparing daily inspection reports
- Photographing construction operations on a daily basis
- Verify the construction is performed in accordance with the contract documents (including environmental permits & agreements) and approved working drawings, plans and changes
- Immediately informing the RE and County regarding issues at the project site
- Assist in the preparation of contract change orders and supporting documentation
- Verify Water Pollution Control Plan provisions and Best Management Procedures (BMPs) are implemented, maintained and attain the desire effect and recommend changes or adjustments as necessary
- Conduct employee interviews



## Contract Documents

---

**Gina Prchlik, PE, QSP/QSD**, Office Engineer, who will also provide contract administration and support services – Gina will manage the project records which will be set-up in the Caltrans Standard Records management system in both hardcopy (binders) and electronic (Dropbox) formats. She will assist with the preparation and processing of change order with supporting documentation and reviewing billing for extra work. Gina will prepare monthly progress pay estimates as well as review / check quantity calculations, field measurement and count documents, requests for partial payments for materials on-hand but not incorporated in the work, and extra work bills. She will prepare the as-built plans with the assistance of the RE and Inspector. Gina will maintain the Request for Information (RFI), Correspondence and submittal review logs as well as track review times and verify documents are reviewed or approved in the stipulated timeframes.

### Project Understanding and Quality Control

#### Understanding:

The County is preparing to replace the bridge that spans Williams Creek located at Post Mile 10.21 on Grizzly Bluff Road (Bridge No. 4C-0209) approximately one mile east of the City of Ferndale. Grizzly Bluff Road is a paved two-lane major rural collector that functions as an alternative access route between Ferndale and U.S. Highway 101. Grizzly Bluff Road runs east from Ferndale to the City of Rio Dell, where it connects with U.S. 101.

The existing Williams Creek Bridge is a 40-foot long and 20-feet wide, single-span, cast-in-place concrete "T" beam bridge which was constructed in 1920. Based on recent inspections, the existing structure has been rated as functionally obsolete.



The bridge exhibits extensive cracking in the abutments, wingwalls and concrete railing.

The structure does not comply with current geometric and seismic standards as well as lacks shoulder width which to provide adequate passage for pedestrians and bicyclists.

The new bridge, No. 04C-258, will consist of a 60-foot long, 36-foot wide, single span, cast-in-place, prestressed voided slab concrete bridge with substructures which consist of pile-

supported diaphragm abutments with cantilever wingwalls. The bridge barrier will consist of a Caltrans Type 80 PCC Barrier with Type WB transition railing with terminal end section on the south side of the bridge and Single Thrie Beam Barriers on the north side of the bridge.

The roadway construction consists of widening the roadway to two (2) 11-foot wide traffic lanes and 5-foot shoulders with a new structural section consisting of 0.40-foot of Hot Mix Asphalt (HMA) and 1-foot of Class 2 Aggregate Base. Six (6) driveways will be reconstructed to conform to the new roadway alignment and profile grade.



## Contract Documents

---

Rock slope protection (RSP) will be placed along the stream banks below the new abutments as stream bank protection. To facilitate control and passage of the water in the stream channel during construction of the new bridge, the plans contain a temporary stream diversion consisting of a 24-inch plastic pile covered with 3 to 6-inch rock as well as an inlet gravel bag diversion dam, outlet silt exclusion fence, and splash pad. Fish exclusionary fence will be placed at the inlet and outlet of the stream diversion.

### Detour Construction Operations:

The project plans provide for a temporary detour alignment to be constructed to the south of the existing bridge location. A rail flatcar bridge or equivalent will be placed over the creek and supported on PCC grade beams to function as abutments. Embankment to be constructed for the alignment will be placed on 2-layers of a stabilization / soil reinforcement geotextile (Mirafi HP370 or equal) which is placed over the native subgrade material. A roadway structural section of 0.25-foot HMA and 0.65-foot Class 2 aggregate base. Temporary retaining structures consisting of Modular Block Shoring System will be constructed on the south side of each temporary bridge approach to retain the roadway embankment. The detour alignment will consist of two (2) 10-foot (approx.) lanes and a single-lane bridge. Traffic over the bridge will be controlled by stop signs.



The construction project is identified as the Williams Creek Bridge Replacement on Grizzly Bluff Road, Project No: BRLS-5904(127) and Contract No. 594209. The construction contract stipulates that the work is to be completed in 125 working days. The Engineer's Estimate is \$1,894,819. Bids are scheduled to be opened on February 13, 2018.

### Environmental Considerations:

Existing fish or wildlife resources the project could impact include the Coast Cutthroat Trout, northern red-legged frog, western pond turtle, willow flycatcher, Hoary bat, pallid bat, swallows, aquatic invertebrates and other aquatic and riparian species. A County Biologist will conduct a preconstruction survey for raptors. The Construction Contract requires the Contractor to employ the services of a qualified fish biologist to perform a survey song birds within the API, including the bridge for swallow activity. County forces have recently clear removed the tress and bush adjacent to the creek which be aide in lessening the impacts associated with the nesting season, March 1 through August 30. We have observed uninhabited swallow nesting between girders on the existing bridge. The Contractor will be required to protect and mitigate bird and bat activities including nesting as stipulated in the permits.

### **Storm Water Pollution Prevention**

Williams Creek flows into the Eel River which is identified as impaired for sediment and temperature under the Clean Water Act Section 303[d]. Bank erosion has been identified as a contributing source for sediment impairment and removal of riparian

## Contract Documents

---

vegetation contributing to temperature impairment. The project is located within the jurisdiction of the following agencies: Army Corps of Engineers, California Department of Fish and Wildlife, and California Regional Water Quality Control Board (North Coast), National Oceanic & Atmospheric Administration (NOAA) – National Marine Fisheries Services. Permits have been secured for the project from these agencies and are a component of the contract documents. Other agencies which have jurisdiction or may have an interest in the work are: North Coast Air Quality Management District (notice of demolition) and Caltrans District 1 Local Assistance and Environmental Branches.

This project has been assigned a Risk Level 2 in accordance with the (Permit) NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No. 2009-0009-DWQ, NPDES No. CAS000002). As stipulated in the Permit and contract, the Contractor will be required to prepare and maintain a Storm Water Pollution Prevention Program (SWPPP), install and maintain best management practices (BMP) to control silt and sediment from running onto or leaving the project, sample and test water for visible and nonvisible pollutants, prepare rain event action plans for qualifying storm events (REAPs) and preparing annual reports.

Work within the Williams Creek stream bed, channel, and bank is confined to the period of June 15th to October 31st of each year in accordance with the California Department of Fish and Wildlife Stream Alteration Agreement, Notification No. 1600-2015-0226-R1. Stream diversion is authorized for the project and the contract plans contain a pipe diversion which includes provisions for fish exclusionary fencing and a rock layer cover for the diversion system.

### Utility Work and Coordination:

Prior to the commence of bridge removal operations, three (3) utilities will be relocated. An underground irrigation line and two (2) communication lines (Frontier Communications) will be temporarily relocated. The PG&E overhead lines are to remain but may need be temporarily relocated or deenergized during construction to allow for crane lifting and pile driving operations to be safely conducted.



The plans provide for the installation of a 6-inch welded steel pipe casing for future utilities attached to the north side of the bridge and 4-inch Steel (Type 1) communications conduit on the south side of the bridge.

Before construction operations begin, our inspection staff will verify that the Contractor has contacted the underground service alert system (USA) and that all utility at the project site are marked and positively located before work in the area is performed. The USA ticket number will be documented in the inspector's daily report. We will also verify that markings are "touched up" when obliterated or covered by operations in the area.

# Contract Documents

---

## Methodology

The following section breaks down, in detail, the individual tasks included in Ghirardelli's system for construction management. Tasks and schedules are core tools that we use to break complex projects down into more manageable pieces. These smaller pieces are tackled by utilizing our team's experience and steady management which helps to be sure that greater project goals are met, and potential risks are mitigated.

### **1.0 Pre-Construction Phase**

#### **1.1 File Review:**

As part of the plan review process, the Resident Engineer will review the RE Pending File normally prepared by the Designer which contains design assumptions, quantity calculations, materials information, environmental studies, environmentally sensitive area (ESA) action plans, right-of-way documents, Area of Potential Effect (APE) information, permits, utility agreements, survey control point and staking data, and other relevant documents that have been generated during the design process.

#### **1.2 Contract Documents and Reference Manuals:**

The Resident Engineer and inspection staff will utilize the applicable specifications, manuals and documents in the administration of the project. These documents include and are not limited to: 1) Contract Documents, which include the Contract Special Provisions, Project Plans, Engineer's Estimate, Foundation Report, Design Hydraulic Study, and Construction Contractors bid documents. 2) Environmental Permits and Commitments Record which include: California Department of Fish and Wildlife, 1602, streambed alteration agreement, Notification #1600-20150226-R1, Dated December 15, 2015; North Coast Regional Water Quality Control Board Water Quality Certification, Section 401 of the Clean Water Act, WDID No. 1B15078WNHU, dated October 30, 2015; U.S. Army Corps of Engineers Nationwide Permit 14 and San Francisco District Regional Conditions; Coast Development Permit; National Marine Fisheries Service – Letter of Concurrence; National Environmental Policy Act (NEPA); California Environmental Quality Act (CEQA) documents; and Humboldt County Revegetation, Monitoring and Maintenance Plan dated October 2015.

Reference manuals and documents include: Caltrans Local Assistance Procedures Manual (LAPM); Caltrans Construction Manual, Caltrans Standard Plans and Specifications (2010); Manual on Uniform Traffic Control Devices (MUTCD); Cal-OSHA Construction Safety Orders; Caltrans Bridge Construction Records and Procedures Manuals, Caltrans Falsework Manual; Caltrans Foundation Manual, Caltrans Trenching and Shoring Manual; Caltrans Prestress Manual; Caltrans Bridge Deck Construction Manual; Caltrans Foundation Manual; Caltrans Local Assistance Structure Representative Guidelines; Caltrans Construction Manual Supplement for Local Assistance Resident Engineers; and Caltrans Storm Water Pollution Prevention Manuals.

## Contract Documents

---

### **1.3 Document Existing Site Conditions:**

Prior to breaking ground, the Resident Engineer using digital equipment will photograph and video the entire project including surrounding properties to develop an "as-is" condition record. This will be done in conjunction with the County, Contractor and local property owners. The complete photographic record will be maintained by the County in safe keeping with a copy retained by the Resident Engineer for reference during the work. The Project Team will also take daily digital photos to document progress and site conditions.

### **1.4 Pre-Construction Conference:**

The Resident Engineer will organize a pre-construction conference with the Contractor, subcontractors, County staff, designer, utility companies, construction management team members, other Oversight agencies, and other interested parties to discuss the project and associated construction operations. This conference will also provide a forum for answering questions from the Contractor and other stakeholders as well as addressing issues and coordination that must to be performed before work commences. The Resident Engineer and Office Engineer will prepare an agenda and meeting minutes. Topics to be discussed during the conference may include:

- Superintendence
- Authority and Lines of Communication
- Order of Work and Scheduling
- Contract Plans and Specifications
- Environmental Permits
- SWPPP (Risk Level 2)
- Submittals and Working Drawings
- Requests for Information (RFIs)
- Dispute / Potential Claims Processes
- Utility Coordination
- Safety
- Detour construction Operations
- Traffic Handling & management
- Labor Compliance
- EEO/DBE Utilization
- Progress Payment
- Control of Materials
- Surveying and Staking
- Project Coordination (Designer & Stakeholders)
- Changes and Extra Work
- Disputes and Potential Claims Processes
- Public Relations



# Contract Documents

---

## **2.0 Construction Phase**

The Resident Engineer will also perform the duties of Structures Representative and will be responsible for the contract administration and construction engineering of the both the roadway and structures components of the project. The Resident Engineer will be assisted by the project site inspector and office engineer in performing these duties.

### **2.1 Project Field Office / Document Control:**

RE/SR, Chuck Dory, with the assistance of our Office Engineer, Gina Prchlik, will set-up and maintain project files utilizing the Caltrans Standard Construction File Management System in accordance with the Caltrans LAPM and Construction Manual. These files (in binders) will be maintained at our local office or other safe location near the project site. A set of electronic project files will also be maintained in a Dropbox. Our Field staff is equipped with laptop computers, combination printer/ copier/ scanner/fax machines, MIFI devices, cellular smart phones, and digital cameras for maximum efficiency in their assignments and to aide in ensuring the project records are both comprehensive and current at all times. Our staff member's vehicles are set-up as mobile offices which provides for the maximum amount of time on the project site during the work shift.

### **2.2 Coordination:**

We fully recognize that our field team will report to the County's Project Manager. Our/SR be the main point of contact with the County staff and will be responsible for keeping the County staff fully informed of project progress, issues encountered and resolution of those issues to verify completion of the work according to the County's requirements. Our RE/SR will verify that our construction management team fully covers the work and that the necessary coordination with the County, environmental agencies, utility companies, other stakeholders and the construction contractor is maintained throughout the life of the project.

### **2.3 Contract Administration:**

Under the direction of the RE/SR, each member of our CM staff will prepare a Daily Report on each day's activities. In addition to the Daily Reports, our construction inspector will provide daily item quantity calculations for progress payments for each day measurable work is completed. Our RE/SR will produce a Daily Resident Engineer's report, summarizing the day's work progress, pertinent conversations with the Contractor and County staff, and other noteworthy occurrences.



## Contract Documents

---

### **2.3.1 Daily Administration:**

Our RE/SR, Chuck Dory, will manage the day-to-day administration of the project. Chuck, as appropriate, will be the first point of contact with the Contractor, representing the County and the construction management team. In this position he will:

- Provide written field direction in memorandum form to the Contractor, when necessary.
- Schedule, chair and document weekly and task specific meetings.
- Oversee the distribution of revised drawings, RFI responses, or other supplemental documents to all affected parties.
- Draft and transmit correspondence to the Contractor giving formal direction and instruction.
- Prepare letters and memorandum to the County, providing informational updates, requesting opinions and assistance, as needed.
- Manage and perform supplemental project inspection, as required.
- Coordinate, manage and review materials sampling and testing activities to be performed by the County's material testing staff.
- Schedule construction staking to be performed by Subcontractor, Trinity Valley Consulting Engineers.
- Verify grades, staking and marks set by the Contractor.
- Coordinate field observation of daily reports recording work performed, labor and equipment, issues and resolutions, conversations, materials sampling and testing, grades / controls checked, item quantities, field measurements and extra work performed.
- Verify photographic records of the construction operations and site conditions are secured.
- Review inspectors' daily reports for completeness and accuracy.
- Verify project safety reviews are performed and compliance with laws, orders and regulations.
- Document progress and operations with photographs, including pre-construction photographs.
- Supervise prepare monthly progress pay estimate by the office engineer.
- Review labor compliance documents, EEO and DBE interviews, tracking and reports.
- Prepare punch lists, as necessary.

With his combined role as both Resident Engineer and Structures Representative (RE/SR), Chuck will also be responsible for:

- Analysis and approval of shoring and formwork/falsework plans, as required.

## Contract Documents

---

- Review of structural concrete mix designs.
- 4-scale analysis and development / verification of construction and falsework grades.
- Review of Contractor shop drawings for all structural components.
- Review and approval of prestressing plans and elongation calculations.
- Coordination of materials testing for all bridge components.
- Review and approval of pile driving submittals.
- Coordinating surveys and staking, furnishing grades to the Contractor and checking all related surveys.
- Coordinating review and response to all RFIs related to bridge work with County staff and designer of record.
- Development of structure As-Built drawings.
- Report of Completion documents related to all structures work.



### **2.3.2 Weekly Administration:**

At the conclusion of each work week, a Weekly Statement of Working Days (WSWD) will be submitted to both the Contractor and County staff. A

weekly Status of Construction report tailored to the preference of the County's Project Manager will be sent to all interested parties to summarize the week's activities, the schedule for the following week, status of change orders, outstanding submittal reviews, the Contractor's controlling activities, and status of the contingency balance.

### **2.3.3 Monthly Progress Payments:**

A progress payment estimate will be prepared monthly and will include the quantity and amount to pay, quantity and amount paid to date, and the quantity and amount remaining for each contract item and change order. The estimate will be prepared using a formatted spreadsheet similar to the one used for the County's Red Cap Road Bridge Replacement Project No. 594021 recently administered by our CM team. We will submit with each progress estimate, source documents and materials on-hand payment requests with supporting documentation (if applicable) justifying the item quantities and material values to be paid.

The Resident Engineer, inspector and office engineer will prepare source documents for payment for work performed for each item listed in the Engineer's Estimate. These source documents will include calculations, field measures and field counts to document the exact quantity(s) of item work performed each progress pay period, usually each month with a cutoff date agreed to by the County and Contractor.

## Contract Documents

---

These source documents will be filed in the project records and will be the basis for payment as well as the auditable permanent project records. Before the progress pay estimate is submitted to the County, the Resident Engineer and Contractor will review and reach agreement on the item quantities to be paid, as well as any payments for material on-hand and not incorporated in the work and any administrative deductions. A monthly submittal consisting of potential change orders, change orders, notification of potential claims, requests for information (RFIs) and RFI log, shop drawing logs, review of record drawings, survey request log, materials testing request and results log, and minutes of the past months meeting will be provided to the County staff for review.

### **2.3.4 Scheduling:**

We will constantly review the plans, specifications and permits to determine whether the Contractor is constructing the project correctly and in accordance with the contract documents and County's intent. We will "look ahead" to prepare for specific project tasks to protect the County against defects and deficiencies resulting from inferior workmanship and materials. Close adherence to the plans, details and all applicable specifications is required in order to properly construct and administer the project. Activities include, but are not limited to, maintaining continuous agency coordination, issuing notices of non-compliance, maintaining strict adherence to all local policies, conducting a daily review of the construction operations, conducting reviews of all disputes and potential claims, and adhering to all County and Federal standards and construction guidelines.

### **2.3.5 Punch Lists:**

As work in each major construction operation nears completion, a punch list for that item of work will be generated with input from County staff. As the project nears completion, a final punch list inclusive of all work previously identified on punch lists, will be submitted to the Contractor. The status of each punch list item will be noted as to when work began and was completed, and any changes associated with that item.

Upon completion of work, we will submit a Completion Report to County staff, including a complete set of shop drawings with review comments, completed final punch list, Pile Driving Records, and Record Drawings (As Built) separate from the Contractor's set.

To verify quality of administration, our Project Manager will conduct regular reviews of the project site/records and report any concerns to the Resident Engineer. In the case where RE is the designated Project Manager, another Ghirardelli Associates' Project Manager, Charlie Hayler, PE, QSP/QSD, will conduct the QA reviews at no cost to the client (County).

### **2.3.6 Labor Compliance / EEO / Apprenticeship Programs**

Our Office Engineer (OE) will maintain a log for tracking the Prime Contractor's and Subcontractor's submittal of certified payrolls and supporting documentation such as fringe benefit statement, apprenticeship programs, etc. The OE will check certified payrolls against our inspector's daily reports to verify the employees are receiving compensation at appropriate number of hours and in accordance with the



## Contract Documents

---

California Department of Industrial Relations (DIR) Prevailing Wage Determination for the various crafts (i.e., laborer, operation engineer, cement mason, teamster, carpenter, etc.). Any discrepancies will be reported to the Prime Contractor for resolution. Should any issue not be rapidly resolved, the County will be notified and if warranted a temporary deduction of money due the contract will be withheld from the next progress pay estimate. This temporary deduction of funds will be held until the issue(s) is resolved or a formal labor case is filed with the DIR.



Our Field Inspector or Office Engineer will conduct periodic employee interviews using LAPM Exhibit 16-N, Employee Interview: Labor Compliance / EEO form. The minimum frequency for interview is one (1) interview per month, per craft for the Prime Contractor's and subcontractor's workforce on the project. The completed interview forms will be review and signed by the Resident Engineer. Any issues or discrepancies discovered during the interviews will be investigated by the CM staff and reported to the County.

Documentation for any apprentices or trainee employed on the project will be secured for the files and review to verify the workers are enrolled in an apprenticeship or trainee program approved by the Department of Labor Standards or DIR. Training reports and verification of pay and fringe benefit rates will be documented in the project records.

### **2.4 Construction Status / Weekly Coordination Meetings:**

The RE/SR will conduct weekly meetings with the Contractor, County staff and other interested parties. Meeting agenda and minutes will be distributed to the attendees as well as County staff. The topics covered at the meeting will include:

- Three-week look-ahead schedule.
- Overview of schedule performance.
- RFI / RFC status.
- Submittal status, including the status of repeat submittals.
- Change order / extra work status.
- Review of unresolved issues (old business).
- Review of current issues (new business).
- Performance of current detour and traffic control configuration.
- Results of recent SWPPP and environmental inspections.
- Review of safety issues.
- Upcoming scope of construction operations and associated public notifications.
- Control of materials – releases, NCRs, certificates of compliance and test results.
- Scheduling of materials testing with County Staff.
- Scheduling of construction staking and surveys with Subconsultant, Trinity Valley Consulting Engineers.

## Contract Documents

---

### **2.4.1 Safety Meetings:**

Safety Meetings (tailgate) will be scheduled every 10 working days for the CM staff. Regular attendees will be the RE/SR, inspector, office engineer and other interested parties. **The purpose of the meeting is to discuss safety concerns and protocols associated with project operations and site conditions as well as public and personal safety.** A written record attendance and the subjects discussed as well as recommendations and actions will be prepared and filed in the project records and distributed to the County and Ghirardelli's Safety Officer. Whenever possible, the Ghirardelli Associates project team is encouraged to attend the Contractor's safety meetings.

### **2.4.2 Pre-Activity Meetings:**

As determined by the Resident Engineer or stipulated in the Contract Documents, pre-activity meetings may be conducted to discuss submittals, detailed planning and coordination, scheduling, traffic controls, SWPPP, public notifications, staffing and resources such as materials and equipment required for an important tasks or complex operation. Examples of such tasks/operations for which pre-activity meeting may be conducted are:

- Concrete placement operations (abutment, wingwalls and deck).
- Falsework erection and removal operations
- Pile driving operations
- Construction of engineered shoring systems
- Transition to detour alignments
- Bridge removal / demolition operations
- Stream diversion operations
- On-site welding operations
- Dewatering operations
- HMA paving operations
- Bridge deck post-tensioning operations



### **2.5 Contractor Requests for Information:**

As the work progresses, the Contractor may submit requests for information (RFI) or clarification (RFC). These requests will be forwarded to the appropriate party(s) for review and the response provided to the Contractor in a timely manner. Document control logs will be utilized to document and monitor the request until completed.

#### **2.5.1 Project Submittals / Requests for Information:**

All submittals required in association with the work will be routed directly to the RE/SR's office for logging and review. When required, or as requested, copies will be distributed to the relevant design and project management staff for review or

## Contract Documents

---

concurrency. A submittal log clearly noting the dates of receipt, distribution, response, and return will be maintained and distributed at the weekly progress meetings. Submittal review times will be as required by the Standard Specifications and will be noted in the log along with a brief statement related to the current review status. When required, the Contractor will be required to prioritize the reviews, as in multi-stage falsework submittals, and this information will be added to the log. RE/SR Chuck Dory will audit the contract plans and documents and prepare a required submittal list for use in coordinating with the selected contractor and minimizing the potential for missed items. Where review indicates multiple revisions or where the provide comments are subject to interpretation, meetings will be coordinated to facilitate effective resolution of any comments or concerns.

Project Request for Information, whether originating with the Contractor or internally, will be tracked similarly with the date of receipt, distribution, response, and return clearly noted on the corresponding log. Before forwarding to the County Designer, our team will review and attempt to provide a tentative response when applicable, with the intent being to utilize the designer's time as efficiently as possible. Ghirardelli Associates understands that the value of a project RE/SR lies largely in the quality of their Engineering Judgement and RFI review is one of many applications thereof. The status of all RFIs will be discussed at the weekly progress meeting to help ensure adequate progress is made. In this manner, the potential for RFIs to become the basis for potential claims is reduced and the exchange of response and required revisions can be clearly tracked and documented.



Document logs will be maintained for correspondence, submittals / shop drawings, RFIs, RFCs, change orders and disputes and potential claims

### **2.5.2 Shop Drawings:**

We will review all shop drawings. We will analyze the drawings and make recommendations on whether they conform to the intent of the contract documents. Copies will be forwarded to the appropriate reviewers, such as the Engineer of Record and County Project Manager. After all comments are received, we will then return the drawings back to the Contractor with the appropriate response or action. A submittal log will be maintained for each document to monitor the review process and verify timely review and approval and to also, verify the documents is approved with a specified timeframe such as "Falsework Drawings."

### **2.5.3 Materials Sampling, Testing, and Plant Inspection**

The RE/SR or on-site inspector will coordinate all necessary quality assurance materials testing and inspection for the project. We understand that County Materials Laboratory Personnel will provide the necessary sampling, testing and plant inspection services. They will also, as necessary, verify Hot Mix Asphalt Mix (HMA) and PCC Mix



## Contract Documents

---

Designs. Materials will be sampled and tested for qualities and at the frequencies specified in the Contract Special Provisions, Standard Specifications, LAPM and Caltrans Construction Manual. Examples of materials which will be sampled and tested at County's laboratory include but are not limited to:

- Hot Mix Asphalt
- PCC Concrete
- Native Subgrade Materials
- Aggregate Bases
- Structure Backfill Materials
- Drainage System Bedding & Backfill Materials

### **2.5.4 Material Test Data and Certificates of Compliance:**

The RE/SR or office engineer will review all Contractor-provided manufacturers' shop or mill test certificates, including test reports from independent materials testing laboratories to verify compliance with the Contract specifications. Materials listed on the Caltrans Authorized Materials Lists (AML) will be incorporated in the work, when applicable. Certificates of compliance will be obtained for all materials for which the specifications require their submittal as well as for the basis of acceptance of materials which are to be inspected and released at the project site. Examples of materials which are accepted based on certificates of compliance and inspected and released at the project site are:

- Reinforcing steel and mechanical couplers.
- Drainage pipe (metal, concrete, plastic, PVC, etc.)
- Metal Beam Guard Railing Components and Terminal Systems
- Portland cement.
- Mineral admixtures for concrete
- Chemical admixtures for concrete
- Hydroseed fiber and mulch
- Waterstop
- Steel Piling
- Treated Timber Lagging
- Cable Railing
- Thermoplastic Traffic Stripe Material
- Delineators and Object Markers
- Geocomposite Drain Material and Associated Pipe Fittings for Abutment
- Geotextile Fabrics (filter, RSP and stabilization)
- Misc. Metal
- Asphaltic Emulsion and Liquid Asphalts
- Erosion Control blanket and Fiber Rolls





## Contract Documents

---

### **2.5.5 Construction Surveying and Staking:**

Construction surveying will be performed by our subcontractor, Trinity Valley Consulting Engineers, based on survey requests submitted by the Contractor. Stake, marks and data provided to the Contractor will generally follow the guidance in Chapter 12 of the Caltrans Surveys Manual. The RE/SR and on-site inspector will verify/check surveying and staking to be performed by the Contractor. During construction operations, the inspection staff will perform checks of the Contractor's work to include stakes, marks, project control (horizontal & vertical), temporary bench marks, etc. Our field staff will have access to precision and laser level instruments as well as total stations at the project site. Our RE/SR will also be responsible for coordination and checks for the surveying and staking associated with the planned bridge construction.

### **2.5.6 Construction Inspection:**

Close adherence to the plans, details and all applicable specifications is required in order to properly construct and administer the project. Activities include, but are not limited to, maintaining continuous agency coordination, issuing notices of non-compliance, maintaining strict adherence to all local policies, conducting a daily review of the construction operations, and adhering to all applicable contract specifications and standards to include County, Caltrans and FHWA.

Our field staff will prepare electronic daily reports which will document weather, shift duration, personnel on the project, equipment used, tracking of force account activities (including accurate recording of labor, equipment and materials used), phone conversations, field instructions and discussions and any other daily occurrences pertinent to the scope, schedule, budget, quality and safety related issues. The Resident Engineer will then review these issues and verify progress toward resolution or corrective action(s).

Our inspection staff will provide WPCP/erosion control monitoring in compliance with the contract documents and approved WPCP. The Resident Engineer and/or Inspection staff will monitor all daily activity for any impacts, non-compliance and/or enforcement of the project specifications and/or imposed BMPs to effectively minimize any impacts before they happen.

#### **2.5.6.1 Traffic Control:**

The Resident Engineer and inspection staff will review and make recommendations to the Contractor's Traffic Control Plan submittal and inspect the Contractor's traffic control to verify compliance with plans, specifications, County standards as well as the Manual on Uniform Traffic Control Devices (MUTCD). Our staff will verify compliance with the planned / approved staged construction and associated traffic handling plans. We will constantly monitor public traffic reactions to detours, temporary alignments, traffic delineation devices, signage, etc. and propose / direct changes as necessary to verify the safe, smooth, efficient passage of public traffic through the work zone(s).

## Contract Documents

---

### **2.5.6.2 Safety:**

Our RE/SR and inspection staff will conduct and document project safety meetings in accordance with project requirements (Caltrans Standards). They will report all accidents, including property damage, and notify proper authorities. They will document all incidents with digital photographs and written reports and enforce Federal and State (Cal OSHA) regulations for occupational safety and health standards for construction activities. The Resident Engineer will review the project plans and develop a list of potential project safety issues. A project-specific code of safe practices will be developed for all team members and visitors to the project site to review and sign. Examples are:

- General Policy, Personal Protective Equipment (PPE) - appropriate footwear, hard hat, reflective safety vest / garment (ANSI Class 2 or 3), eye protection, and hearing protection.
- Fall Protection
- Confined Spaces
- Public Traffic
- Construction Equipment

The Resident Engineer will review and inspect the Contractor's trench excavation and shoring in accordance with Cal-OSHA requirements. We will verify that prior to accepting portions of the work as relief of maintenance, our staff will review the work and make recommendations to the County with regard to our findings. Internally, the Resident Engineer will walk the project daily, monitoring for safety issues. In addition, our inspection staff will review their portion of the work every day.

### **2.5.7 Environmental and Permits:**

The Resident Engineer and inspection staff will thoroughly review the environmental permits, CEQA and NEPA documents for the project and become fully familiar with any environmentally sensitive areas (ESAs), required mitigation, protected species, etc. During construction operations, our staff will monitor the Contractor's compliance with the environmental provisions of the Contract.

#### **2.5.7.1 Water Pollution Control Program (WPCP):**

Our RE/SR, Chuck Dory, and OE, Gina Prchlik, are certified QSP/QSD, along with our on-site inspector, are well versed in the guidelines of the current NPDES General Permit issued by the California State Water Resources Board. We will ensure that the site is maintained in full compliance with the approved SWPPP at all times. As a Risk Level 2 site, all staff will be fully aware of the requirements for event-specific Rain Event Action Plans, weekly site inspection reports, effluent sampling and analysis, project reporting, and the additional requirements outlined in the Special Provisions. Ghirardelli Associates understands that effective stormwater management is an iterative process that requires continual assessment and modification to properly manage the site including associated staging area(s). Our team will utilize amendments to the SWPPP, specific to each phase of construction, as a means of managing the required BMP installations as well as documenting the adjustments made to support the work. Our project staff will coordinate with the County's Project

# Contract Documents

---

Manager to help ensure all required reports, test data, amendments, and associated updates are promptly uploaded to the SMARTS system, as required for permit compliance.

## **2.6 Change Orders:**

The RE/SR will be responsible for the development, preparation and execution of project Change Orders, as necessary. Change Orders will be structured and prepared in accordance with the Caltrans Construction Manual, Caltrans Local Assistance Procedures Manual and the County Project Manger's instructions. Change order approval or authority to proceed will be secured from the County before any work of the change is performed and the status will be tracked on a CCO log. The costs of extra work will be tracked on CCO expenditure summary spreadsheet for each CCO and be included with each progress pay estimate which provides payment for each work.

### **2.6.1 Project Budget / Contingency Balance:**

Our Office Engineer will maintain a contingency balance status, which will include change order commitments, actual and anticipated overrun and under run in contract items quantities, and permanent administrative deductions stipulated in the contract documents. A copy of this status sheet will be included with the monthly Ghirardelli progress narrative and invoice. The County Project Manager will be notified immediately should a status of funds issue arise.



### **2.6.2 CM Progress Reports and Budget:**

The Ghirardelli Project Manager will prepare a progress report to document the CM activities performed during the month, anticipated activities for the following month, and CM budget status with expenditure projections for following months. This report will be submitted with our invoice and labor compliance documentation.

### **2.7 Structures (Bridge) Technical Tasks:**

Our RE/SR, Chuck Dory, is prepared to provide full-spectrum review and independent analysis of required structural submittals including but not limited to temporary shoring and excavation safety plans, pile driving submittals, falsework design and installation plans, bridge demolition plans, as well as prestress elongation plans and calculations. We understand that the County's Designer may wish to participate in or perform some of these reviews and we will tailor our process to facilitate whatever degree of involvement is agreed upon. Chuck is prepared to oversee all aspects of the required bridge construction from the review of proposed structural mix designs to the installation of the final joint seals. He will rely on his experience to coordinate field staff and to provide supplemental inspection, as required, to support each phase of bridge construction.

## Contract Documents

---

### **2.7.1 Temporary Detour Bridge:**

Our RE/SR will review the Contractor proposed temporary rail flatcar bridge or equivalent which will be used in the project detour. It is anticipated the bridge will consist of a rail flatcar suitable for the intended use, grade beams to function as temporary abutments, deck tread way, wheel guards and railing.

### **2.7.2 Bridge Removal / Demolition Plans:**

The RE/SR will review and approve the Contractor's bridge removal / demolition plans to verify compliance with the construction plans, Cal-OSHA Construction Safety Orders and environmental standards. The Contractor's submittal will include specified type and placement of equipment used in the work, sequence for bridge component removal, traffic control, dust control, protection of adjacent structures and property, method cutting steel reinforcement and separating concrete components, disposal location for concrete and rebar materials, protective cover for the stream and channel, as well as plans for temporary relocation for the bridge mounted utilities.

### **2.7.3 Pile Driving Systems:**

The Resident Engineer will secure and review the submittals required by the specifications for pile driving operations. These submittals may include: 1) Pile Work / Handling plan if the operations are closer than the length of pile being handled or installed near public traffic or areas open to public use. 2) Driving System Submittal which may include: drivability studies and analysis; selected hammer specifications including energy; cap blocks; pile cushions; follower information; pile compressive, tensile and driving resistance verses blow count per foot length of pile; soil parameters; assumptions and a completed Pile and Driving Data Form. The RE/SR or Inspector will monitor driving conditions and operations to help verify compliance with the specifications (nominal resistance – blow count/ft. and tip elevation). 3) Crane submittals to include equipment specification data, lifting charts, set-up / layout sketches, equipment and operator certifications. Designer guidance will be secured should problems be encountered with reaching the planned pile tip elevation or bearing or unforeseen conditions affecting pile installations. There are existing overhead utility lines at the project site, we will ensure this line are addressed in the Contractor's pile handling and driving plans.

### **2.7.4 Shoring Systems:**

Our RE/SR can review, perform independent analysis, approve and inspect excavation shoring systems, including engineered systems, in accordance with the Caltrans Trenching and Shoring Manual and Cal OSHA Construction Safety Orders. Our staff will also review and analyze cofferdam working drawings to verify compliance with recognized design, safety and environmental standard and stipulations.

### **2.7.5 Concrete Mix Designs:**

The RE/SR and field staff will verify that concrete delivered for the various components of the bridge meet the requirements of the approved mix design(s). The constituent weights and volumes published on the batch tickets will be checked to verify compliance with the mix design. Any member of our staff can check the Contractor's

## Contract Documents

---

concrete mix design for compliance with Section 90 of the Standard Specifications. Concrete pour records will be prepared for each PCC placement operation and placed in the project files. A list of approved mix designs will be maintained and distributed to our inspection staff and Contractor.

### **2.7.6 Formwork Systems:**

Our RE/SR may request and review formwork designs in order to confirm that the forming system design and designated materials will withstand the forces imposed by fluid concrete without failure or excessive settlement or deformation. The Contractor may be required to specify maximum pour rates to be adhered to during concrete placement operations. Any site-fabricated or previously constructed form panels intended for use on the abutments, wingwalls or barrier rails will be checked for straightness, smoothness, square, and integrity prior to use.

### **2.7.7 Falsework:**

Our RE/SR will perform an independent analysis and approve the Contractor Falsework Working Drawings in conjunction with the Designer review. In addition to inspecting the erection and removal of the bridge falsework, our staff will review subsequent amendments to the work in accordance with the Caltrans Falsework Manual. Our staff will ensure the Contractor's Engineer, or designated representative, inspects and certifies in writing that the quality of the workmanship and materials meets or exceeds the requirements of their design.



### **2.7.8 Post Tensioning Operations**

The RE/SR as part of the prestressing system submittal review will help ensure the Contractor's proposed system and hardware are listed on the Caltrans Prestress / Post Tensioning Strand Systems Authorized Hardware listing. The RE/SR will also ensure the Contractor's post tensioning jack(s) are listed on the current Caltrans Calibration List. At the time of stressing, in addition to inspecting the installation of post tensioning ducts and tendons in accordance with Section 50 – Prestressing Concrete of the Standard Specifications, our staff will perform the necessary calculations to properly manage the stressing operation and verify strand elongations. Caltrans standard stressing operation forms recording the actual field elongations will be completed during stressing operations. Grout efflux time will be tested in accordance with CTM 541 (flow cone method).

### **2.7.9 Joint Seal Calculations:**

The RE/SR will help ensure the joint seal gap is temporarily blocked out with polystyrene/ hardboard during construction of the abutment backwall and approach slabs in accordance with Caltrans Standard Plan Detail B6-21. Later, the RE/SR will determine the Type B (MR=1") Joint Seal groove (saw cut) width based on the seal



## Contract Documents

---

width limits (W1 & W2 – determined by seal manufacturer) and structure temperature at the time of installation. The joint seal movement calculations form with the initial structure information is furnished to the RE/SR for completion of the calculation for the saw cut width, which is provided to the Contractor.

### ***2.8 Dispute Resolution and Claims Management:***

Disputes and potential claims are normally prevented through a partnering and a transparent relationship with the Contractor – good communication, no surprises and fairness. Constant communication between the Resident Engineer and the Contractor’s representatives can help to prevent the further risk of claims and greatly minimize the owner’s risk. Such issues are best handled quickly and at the lowest level, normally in the field, when the provisions of the Contract allow for such resolution. Should disputes or potential claims arise during the life of the Contract, our Resident Engineer will verify that the circumstances pertaining to the issue(s) is documented in writing. The RE will discuss the issue(s) with the County Project Manager; perform the necessary investigation to determine merit and entitlement then present recommendations to the County. Our staff will verify the administrative processes for dispute resolution and potential claims are adhered to and the appropriate documentation prepared, collected and filed in preparation for further claims processes or litigation.



### ***3.0 Post Construction:***

#### ***3.1 Claims Management:***

Before the return of a proposed final estimate (PFE), most issues, which could become formal claims, should already be identified with documentation in the files generated from previous investigations, meetings and dispute hearings. Once a claim(s) is returned with the PFE, The Resident Engineer will compare the new documentation, if any, to the files then perform the necessary analysis / investigation to formulate recommendations for resolution to the County. Claims which are administrative in nature, such as disputed item or extra work payments, will be immediately reviewed and investigated to determine merit and entitlement to provide for a rapid resolution, if possible.

New issues that have resulted in claims, such as accumulated delay, change in character, liquidated damages, etc., will be reviewed and investigated to formulate recommendations for resolution to the County.

#### ***3.2 Project Closeout:***

Our project team will work closely with the design engineer, County staff and other stake holders to verify that the project closeout proceedings are performed quickly,

## Contract Documents

---

accurately and consistently, in accordance with all pertinent policies and procedures. We will review and monitor the Contractor's submittal information respective to the closeout, such as "as-built" information, warranties, guarantees, bond reduction, punch list preparation, etc. In addition, the Resident Engineer will prepare and submit the following documents in accordance with Chapter 17 of the Caltrans Local Assistance Procedures Manual:

- Final Detail Estimate
- Change Order Summary (Exhibit 17-E)
- Final Report – Utilization of Disadvantage Businesses and Women-Owned Business Enterprises (Exhibit 17-F)
- Disadvantaged Business Enterprises Certification Status Change (Exhibit 17-0)
- Statement of Materials and Labor Used by Contractors Involving Federal Funds (Exhibit 17-H)
- Materials Certificate (Exhibit 17-G)

### **3.3 As-Built Plans:**

During the construction, the Resident Engineer and inspection staff will annotate changes and as-built conditions on a set of Contract Plans specifically set aside for this purpose. Upon project completion, this field set of as-built plans will be submitted to the County for their files or as a template for the Designer to complete a formal set of as-built drawings using their electronic processes.

### **3.4 Reports of Completion:**

As Project Manager/Resident Engineer/Structure Representative, Chuck Dory, P.E., will prepare reports of completion for the bridge and roadway construction utilizing the report formats and guidelines in the following Caltrans Manuals: Local Assistance Procedures, Construction Manual and Bridge Records and Procedures. As-built Prestress system drawings, pile driving records and completed joint seal calculations will be submitted with the report(s).

### **3.5 Contract Records:**

Under the direction of the Resident Engineer, CM staff will provide the County staff with an original set of construction documents, cataloged in accordance with the Caltrans file management system, which includes all documented correspondence, diaries, reports, photos, correspondence, contract documents, labor compliance, materials, material tests, change orders, progress payment and survey records, etc. for storage by the County. All contract documents will be digitized and filed electronically.



ATTACHMENT B  
COST PROPOSAL AND WORK SCHEDULE

Initial  
Client |  | GAI



EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

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

Note: Mark-ups are Not Allowed  Prime Consultant  Subconsultant  2<sup>nd</sup> Tier Subconsultant  
 Consultant Ghirardelli Associates, Inc  
 Project No. BRLS - 5904 (127) Contract No. 594209 Date 3/28/18

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
<u>(Project Manager)*</u>	Charles Dory, PE, QSD	232	\$ 93.34	\$ 21,654.88
<u>(Sr. Civil Engineer)</u>			\$	\$
<u>(Office Engineer) *</u>	Gina Prchlik, PE, QSD	216	\$ 68.08	\$ 14,705.28
<u>(Inspector)**</u>	Ernest "Gene" Leo	864	\$ 68.91	\$ 59,538.24

**LABOR COSTS**

a) Subtotal Direct Labor Costs \$ 95,898.40  
 b) Anticipated Salary Increases (see page 2 for calculation) \$ 0  
 c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ 95,898.40

**INDIRECT COSTS**

d) Fringe Benefits (Rate: 49.42%) e) Total Fringe Benefits [(c) x (d)] \$ 47392.99  
 f) Overhead & G&A (Rate: 63.99%) g) Overhead [(c) x (f)] \$ 61365.39  
 h) General and Administrative (Rate: 0%) i) Gen & Admin [(c) x (h)] \$ 0.00  
 j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ 108,758.38

**FIXED FEE**

k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 10%** \$ 20465.68

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

Description of Item	Quantity	Unit	Unit Cost	Total
Travel and Per Diem Expenses	50	days	\$ 100	\$ 5,000
Reprographics	1000	pages	\$ 1	\$ 1,000
Permit Fees	2	permits	\$ 500	\$ 1,000
Plan Sheets			\$	\$
Test			\$	\$

**l) TOTAL OTHER DIRECT COSTS** \$ 7,000

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

Subconsultant 1: Trinity Valley Consulting Engineers \$ 28,613.67  
 Subconsultant 2: \$  
 Subconsultant 3: \$  
 Subconsultant 4: \$

**m) TOTAL SUBCONSULTANTS' COSTS** \$ 28,613.67

**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$ 35,613.87

**TOTAL COST [(c) + (j) + (k) + (n)]** \$ 260,736.33

**NOTES:**

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

**EXHIBIT 10-H1 COST PROPOSAL** Page 2 of 3  
**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

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

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	<b>5 Year Contract Duration</b> Year 1 Avg Hourly Rate
\$250,000.00	5000		\$50.00	

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

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

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

NOTES:

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

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

**Certification of Direct Costs:**

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

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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: Alain Charles Title \*: Corporate Controller

Signature : Alain Charles Digitally signed by Alain Charles  
Date: 2018.03.28 12:09:18 -07'00' Date of Certification (mm/dd/yyyy): 03/28/2018

Email: acharles@ghirardelliassoc.com Phone Number: 408.435.5503 x2

Address: 2055 Gateway Place, Suite 410, San Jose, CA 95110

\*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:

<p>Construction Management</p> <p>Construction Inspection</p>
---



**EXHIBIT 10-H1 COST PROPOSAL**  
Actual Cost Plus Fixed Fee Contract

Note: Mark-ups are Not allowed

Prime Consultant  Subconsultant  2nd Tier Subconsultant

Consultant: Trinity Valley Consulting Engineers

Project No.: BRLS-5904(127)

Contract No.: 594209

Date: 4/13/2018

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
*Principal Engineer	Joshua McKnight	30	\$67.84	\$2,035.20
**Licensed Land Surveyor	Tony O'Rourke	170	\$52.22	\$8,877.40
**Project Engineer	Eric Keyes	32	\$36.91	\$1,181.12
*Administration	Arlene Smith	11	\$26.65	\$293.15

**LABOR COSTS**

a) Subtotal Direct Labor Costs	\$12,386.87
b) Anticipated Salary Increases (see page 2 for calculation)	\$ -
<b>c) TOTAL DIRECT LABOR COSTS [(a) + (b)]</b>	<b>\$12,386.87</b>

**INDIRECT COSTS**

d) Fringe Benefits (Rate %)	0.00%	e) Total Fringe Benefits [(c) x (d)]	\$0.00
f) Overhead & G&A (Rate %)	110.00%	g) Overhead [(c) x (f)]	\$13,625.56
h) General and Administrative (Rate %)	0.00%	i) Gen & Admin [(c)x(h)]	\$0.00
<b>FIXED FEE (Rate %)</b>	<b>10.00%</b>	<b>j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]</b>	<b>\$13,625.56</b>
		<b>k) TOTAL FIXED FEE [(c) + (j)] x fixed fee%</b>	<b>\$2,601.24</b>

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

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	Miles	0	\$0.54	\$0.00
Travel Expenses - Per Diem	Day	0	\$150.00	\$0.00
Printing & Reproduction	Each	0	\$1.00	\$0.00
FedEx/UPS	Each	0	\$20.00	\$0.00
<b>l) TOTAL OTHER DIRECT COSTS</b>				<b>\$0.00</b>

**m) SUBCONSULTANT'S COSTS (Add additional pages if necessary)**

Subconsultant 1:	\$ -
Subconsultant 2:	\$ -
Subconsultant 3:	\$ -
Subconsultant 4:	\$ -
<b>m) TOTAL SUBCONSULTANT'S COSTS</b>	<b>\$ -</b>

**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** \$0.00

**TOTAL COSTS [(c) + (j) + (k) + (n)]** **\$28,613.67**

**NOTES:**

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

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3

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

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

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	5000		\$50.00	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

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

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

NOTES:

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

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3


**Certification of Direct Costs:**

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

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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: Josh McKnight Title \*: President  
 Signature :  Date of Certification (mm/dd/yyyy): 04/17/2018  
 Email: josh@tvce.biz Phone Number: 530-629-2128  
 Address: P.O. Box 1567 / Willow Creek, Ca 95573

\*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:

Construction Staking

**EXHIBIT 10-H4 COST PROPOSAL FOR CONTRACTS WITH PREVAILING WAGES**

ACTUAL COST PLUS FIXED PERCENT PROPOSAL TO COMPENSATION AND COST PER UNIT OF WORK CONTRACT

PROJECT NO.: BUREL - 0001(17)

CONTRACT NO.: 00000

DATE: 05/20/18

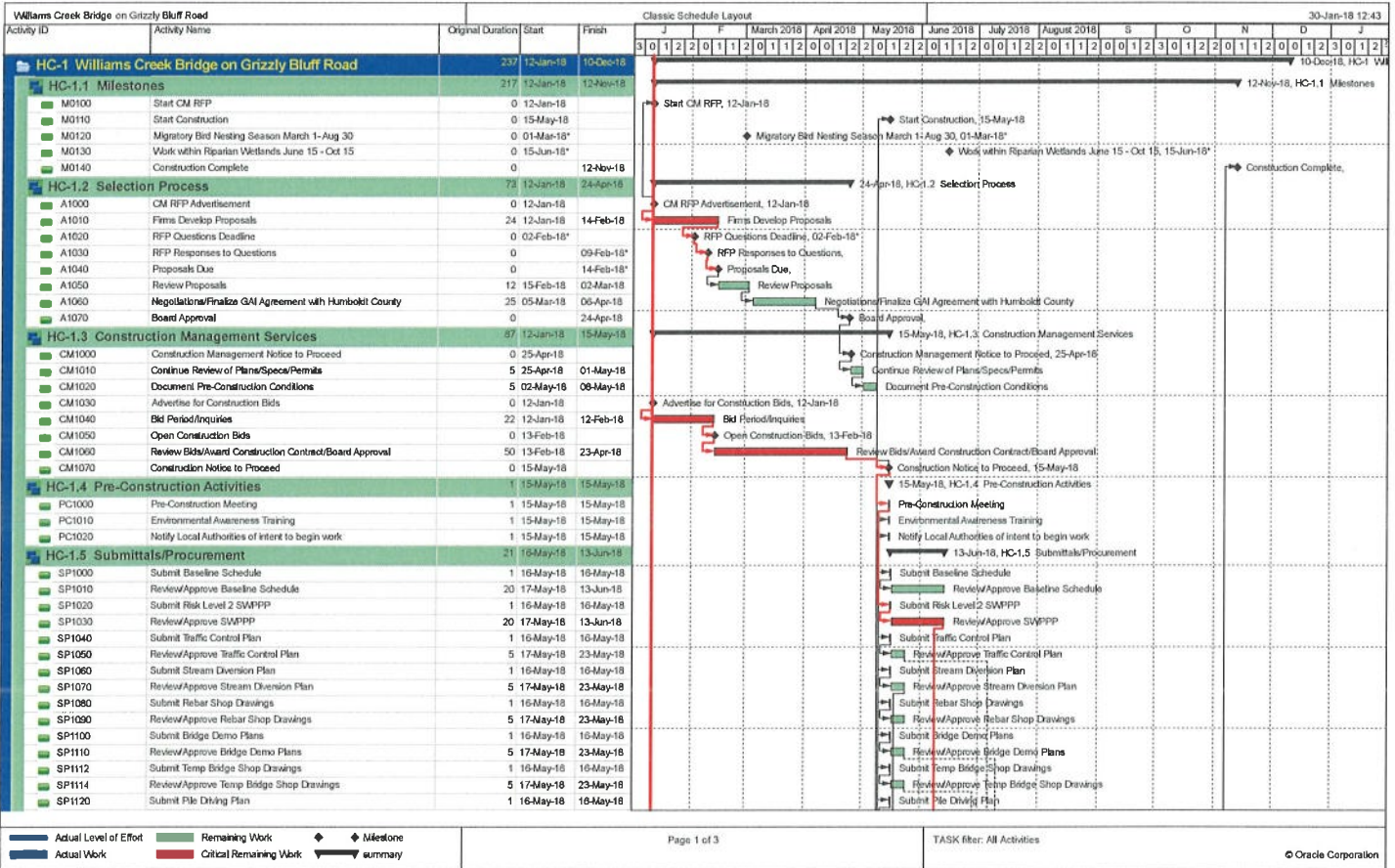
DATE: 05/20/18

Activity/Classification	Hours/Class	Prevailing Wage Rate (per hour)	Employee Adjusted Rate		Applicable OSHA (PPE) %		Applicable OSHA (PPE) %		Applicable OSHA (PPE) %		Landed Hourly Billing Rate	Effective Date of 10/1/18	Effective Date of 10/1/18	% Increase	Hourly Rate per Hour	Hourly Rate per Hour
			Basic Rate	Adjusted Rate	OSHA (PPE) %	OSHA (PPE) %	OSHA (PPE) %	OSHA (PPE) %								
Construction (Mechanical, PE)	OFFICE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Team Operator, PLS	FIELD	\$40.75	\$40.75	\$40.75	\$40.75	\$40.75	\$40.75	\$40.75	\$40.75	\$40.75	\$40.75	1/1/2018	1/1/2018	0.00%	\$40.75	N/A
Team Operator, PLS	FIELD	\$40.75	\$40.75	\$40.75	\$40.75	\$40.75	\$40.75	\$40.75	\$40.75	\$40.75	\$40.75	1/1/2018	1/1/2018	0.00%	\$40.75	N/A
Team Operator, PLS	FIELD	\$41.18	\$41.18	\$41.18	\$41.18	\$41.18	\$41.18	\$41.18	\$41.18	\$41.18	\$41.18	1/1/2018	1/1/2018	3.00%	\$41.18	N/A
Assistant Safety	OFFICE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Assistant Safety	OFFICE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Assistant Safety	OFFICE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

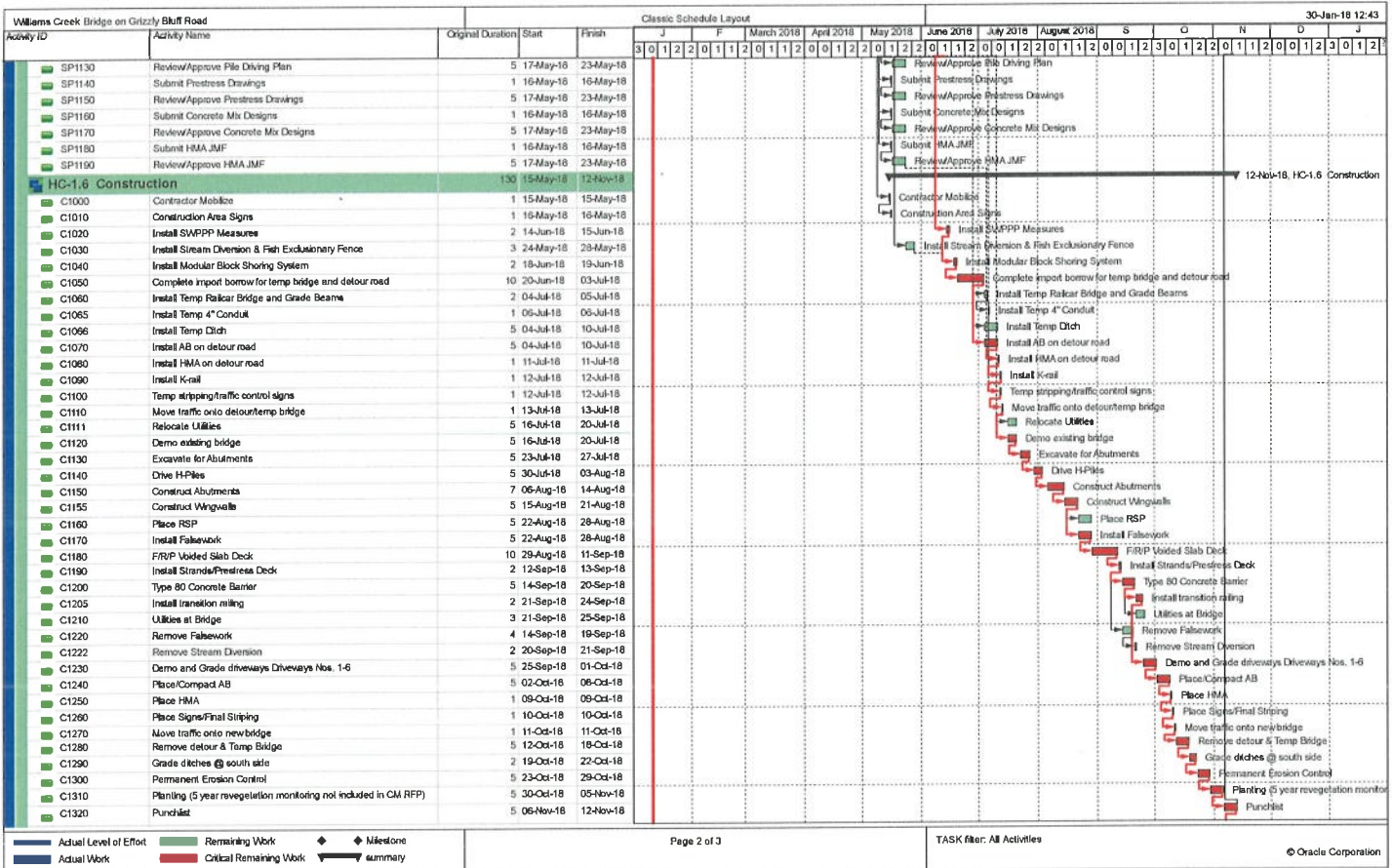
1. Make any adjustments that are subject to prevailing wage requirements with an increase of 1%. Prevailing Wage specified is based on current DBL Determination. Any Salary DBL escalation of prevailing wage rate will be reflected in the final rate.  
 2. "OT" denotes the change in work more than 8 hours per day and be considered and billable for DBL treatment only.  
 3. The billing rate shown in this cost proposal is for the cost of labor only. The cost of labor only will be calculated by using the rate of PW Wage benefits of the contractor and be accordance with the certified benefits statement as provided with each invoice.  
 4. The proposed labor hourly rates shown in this cost proposal are the rates that were effective on 10/1/2018. Current Contract Manager's responsibility is to submit a cost proposal for the contract. The billing rates for those employees, including those that are covered by DBL, will be considered and reflected based on their actual hourly rate on 10/1/2018. Billing rates for those employees that are not covered by DBL will be considered and reflected based on their actual hourly rate on 10/1/2018.  
 5. Travel Time Charge: On any day of 8 hours will be charged for each day, travel time or any combination of travel and work time. Billing Rate = Landed Rate Form "C" above.  
 For example: On any regular work day, which travel time and the second 8 hours or any day of 8 hours travel will be billed as follows:  
 Billing rate for travel time = Landed Rate Form "C" above.  
 All travel time, outside of the regular work day, will be billed without the application of overhead rate as follows: Billing Rate = (Actual Hourly Rate) (1 + Fixed + Variable Rate + Cost of Freight)  
 For Non-Standard Employment: During regular work days, which will be billed at the actual hourly rate to be applied to hours in any one day or one week travel will be billed at the actual hourly rate (i.e., 10/1/2018) the application of the L.A.C. or S.C. or M.P.H. or other as follows:

Initial  
Client GAI





Initial  
Client | GAI





ATTACHMENT C  
CONSULTANT PROPOSAL DBE COMMITMENT (Exhibit 10-01)

# Section 6.0: Documentation

## EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: Humboldt County 2. Contract DBE Goal: 10%  
 3. Project Description: Construction Management Services for Williams Creek Bridge Replacement  
 4. Project Location: Grizzly Bluff Road 0.5 mi east of Ferndale  
 5. Consultant's Name: Ghirardelli Associates, Inc. 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Construction Management and Inspection	#12487	Ghirardelli Associates, Inc. 2055 Gateway Place, Suite 410 San Jose, CA 95110 (408) 435-5503	89%
Construction Staking and Surveying	#40665	Trinity Valley Consulting Engineers 67 Walnut Way Willow Creek, CA 95573 (530) 629-3000	11%
<b>Local Agency to Complete this Section</b>			
17. Local Agency Contract Number: <u>594209</u> 18. Federal-Aid Project Number: <u>BRLS 5904(127)</u> 19. Proposed Contract Execution Date: _____		<b>11. TOTAL CLAIMED DBE PARTICIPATION</b> 100 %	
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
20. Local Agency Representative's Signature _____ 21. Date _____ 22. Local Agency Representative's Name _____ 23. Phone _____ 24. Local Agency Representative's Title _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  12. Preparer's Signature _____ 13. Date <u>2/14/18</u> 14. Preparer's Name <u>Randall Bruner, P.E.</u> 15. Phone <u>(408) 435-5503</u> 16. Preparer's Title <u>President</u>	

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

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



ATTACHMENT D  
CONSULTANT CONTRACT DBE COMMITMENT (Exhibit 10-02)

Initial *W*  
Client GAI



**EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT**

1. Local Agency: Humboldt County Depart. of Public Works 2. Contract DBE Goal: 10%  
 3. Project Description: Construction Management Services for Williams Creek Bridge Replacement  
 4. Project Location: Grizzly Bluff Road 0.5 mi east of Ferndale  
 5. Consultant's Name: Ghirardelli Associates, Inc. 6. Prime Certified DBE:  7. Total Contract Award Amount: \$260,736.33  
 8. Total Dollar Amount for ALL Subconsultants: \$28,613.87 9. Total Number of ALL Subconsultants: one (1)

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Construction Management and Inspection	#12487	Ghirardelli Associates, Inc. 2055 Gateway Place, Suite 410 San Jose, CA 95110 (408) 435-5503	\$232,122.66
Construction Staking and Surveying	#40665	Trinity Valley Consulting Engineers 67 Walnut Way Willow Creek, CA 95573 (530) 629-3000	\$28,613.67
<b>Local Agency to Complete this Section</b>			
20. Local Agency Contract Number: <u>594209</u>		<b>14. TOTAL CLAIMED DBE PARTICIPATION</b>	<b>\$260,736.33</b>
21. Federal-Aid Project Number: <u>BRLS 5904 (127)</u>			<b>100 %</b>
22. Contract Execution Date: _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
	4/19/2018		4/11/2018
23. Local Agency Representative's Signature	24. Date	15. Preparer's Signature	16. Date
Jeffrey A. Ball	707.445.7377	Charles A. Dory	(510) 599-6760
25. Local Agency Representative's Name	26. Phone	17. Preparer's Name	18. Phone
Associate Civil Engineer		Project Manager	
27. Local Agency Representative's Title		19. Preparer's Title	

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

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



ATTACHMENT E  
CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT  
SYSTEM  
(Exhibit 10-K for Prime and Subconsultants)

Initial  
Client | GAI ✓

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

*(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)*

**Consultant's Full Legal Name:** Ghirardelli Associates, Inc.

**Important:** Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent's company or subsidiaries.

**Indirect Cost Rate:**

Indirect Cost Rate: Home Office Rate 113.41 % Field Office Rate (if applicable) N/A %, and Facility Capital Cost of Money 0.05 % (if applicable) for **fiscal period** \* 1/1/2016 - 12/31/2016

\* Fiscal period is the annual one year accounting period that our Indirect Cost Rate was developed and based on (not the contract period) and that our financial statements are based on.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A

**Financial Management System:**

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our consultant's financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost accounts;
- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;

- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirements.

**Cost Reimbursements on Contracts:**

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

**All A&E Contract Information:**

- The approximate dollar amount \$ 17,000,000 of all California government contracts for Architectural & Engineering services, which are subject to the Federal regulations, that the consultant received in the last three fiscal periods in Federal awards.
- The number of states in which the consultant does business is 1.
- Years of consultant's experience with 48 CFR Part 31 is 17.
- Audit history of the consultant (Check all that apply)
 

<input type="checkbox"/> Cognizant ICR Audit	<input checked="" type="checkbox"/> CPA ICR Audit	<input type="checkbox"/> Federal Gov't ICR Audit
<input type="checkbox"/> Consultant's Internal ICR Audit	<input type="checkbox"/> Local Gov't ICR Audit	<input type="checkbox"/> Caltrans ICR Audit

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Standard Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name\*\*: Alain Charles

Title\*\*: Corporate Controller

Signature Alain Charles Digitally signed by Alain Charles  
Date: 2018.02.14 13:56:52 -08'00'

Date of Certification (mm/dd/yyyy): 02/14/2018

Email\*\*: acharles@ghirardellassoc.com

Phone Number \*\*: 408.435.5503 x2

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

Note: **Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.**

- Distribution:
- 1) Original - Local Agency Project File
  - 2) Copy - Consultant
  - 3) Copy - Caltrans Audits and Investigation

**SAFE HARBOR RATE  
CONSULTANT CERTIFICATION OF ELIGIBILITY;  
CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

Consultant Name: Trinity Valley Consulting Engineers, Inc.

Check one of the following options as it applies to your firm that is completing this certification:

- Prime Consultant
- Subconsultant

Local Agency (if applicable): County of Humboldt

Contract # (if applicable): 594209

Check one of the following contract methods of payment:

- Specific Rate of Compensation
- Actual Cost-Plus-Fixed Fee
- Lump Sum
- Cost Per Unit of Work

Federal Project #: BRLS 5904(127)

Subconsultant's Participating Contract Dollar Amount: \$ 28,613.67

Subconsultant's Estimated % of Work to be Performed (Specific Rate of Compensation): 11 %

Prime Consultant's Contract Dollar Amount: \$ 252,097.19

Safe Harbor Rate (Indirect Cost Rate): **110%**

**Certification of Eligibility:**

I, the undersigned, certify that the firm is eligible to use the safe harbor indirect cost rate as the firm:

1. Does not have relevant contract cost history to use as a base for developing a Federal Acquisition Regulation (FAR) of Title 48, Code of Federal Regulations (CFR) Part 31-Contract Cost Principles and Procedures (48 CFR Part 31 often referred to as "Federal cost principles") compliant indirect cost rate (ICR).


OR

2. Does not have a previously accepted ICR by a cognizant agency, or with an audited/accepted ICR, and does not have an existing contract with a provisional rate.
3. Has not developed an indirect cost rate in compliance with the Federal cost principles.

**Certification of Contract Costs:**

I, the undersigned, certify that I have reviewed the cost proposal for the above contract and to the best of my knowledge and belief:

1. All costs included in the cost proposal are allowable in accordance with the Safe Harbor Rate requirements and Federal cost principles.

Initial   
 Client | GAI

2. The cost proposal does not include any costs which are expressly unallowable with the Safe Harbor Rate requirements and the Federal cost principles.
3. All direct costs (direct labor/billing rates and other direct costs) included in this cost proposal are reasonable, allowable, and allocable to the contract in accordance with the Safe Harbor Rate requirements; generally accepted accounting principles (GAAP); Federal cost principles; Title 23 United States Code (U.S.C.) Chapter 1-Federal-Aid Highways Section 112-Letting of Contracts (23 U.S.C. 112); Title 23 CFR Chapter 1-Federal Highway Administration, Department of Transportation Part 172- Procurement, Management, and Administration of Engineering and Design Related Service (23 CFR Part 172); and terms and conditions of the contract.

All costs must be applied consistently and fairly to all contracts regardless of contract or client type. Documentation for these costs must be in compliance with applicable federal and state requirements. All documentation of compliance must be retained in the project files for 3 years after contracting agency makes final payment and all pending matters are closed.

**Certification of Financial Management System:**

I, the undersigned, certify that our financial management system **in place for this contract and moving forward** meets the standards for the Safe Harbor Rate requirements and financial reporting, accounting records, internal and budget control as set forth in 23 CFR Part 172 and 48 CFR Part 31. These standards require consulting firms have an accounting system adequate to accumulate, and track allowable, allocable, and reasonable direct labor and other direct costs by contract; segregate indirect costs, and remove unallowable costs.

**Certification of Cost Reimbursements on Contracts:**

I, the undersigned, also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to a Federal-aid highway program (FAHP) may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - 31 U.S.C. Sections 3729-3733
- Statements or entries generally - 18 U.S.C. Section 1001
- Major Fraud Act - 18 U.S.C. Section 1031

**Consultant Certifying:**

Name\*: Josh McKnight

Title\*: President

Signature \*:  \_\_\_\_\_

Date of Certification (mm/dd/yyyy): 03/22/2018


Email\*: josh@tvce.biz

Phone Number \*: (530) 629-3000

\*An executive or financial officer of the contractor's organization who has authority to represent the financial information utilized to establish the proposal submitted in conjunction with the contract.

**ALSO REQUIRED**

Attach a copy of your completed:

Initial   
 Client | GAI

February 8, 2016


---

## Safe Harbor Rate Questionnaire for Evaluating Consultant's Financial Management System

Distribution: 1) Original to Caltrans A&I  
2) Caltrans Division of Procurement and Contracts (DPAC) Contract Files or Local Agency Project Files

Initial  
Client | GAI

ATTACHMENT F  
LIABILITY INSURANCE

Initial   
Client | GAI





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
SCHEDULED PERSON OR ORGANIZATION**

MAN-0426 07/15

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Blanket as required by written contract	

*(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)*

**A. SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

POLICY NUMBER: ZBF 8927210 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
COMPLETED OPERATIONS**

MAN-0427 07/15

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Blanket as required by written contract	

*(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)*

**SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other Insurance:**

#### **Additional Insured – Primary and Non-Contributory**

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

#### **(1) Primary Insurance**

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (a) For the sole negligence of the Additional Insured;
- (b) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (c) When (2) below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in (3) below.

#### **(2) Excess Insurance**

- (a) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (ii) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
  - (iii) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property

damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or

- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**

- (b) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- (c) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (i) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (ii) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

#### **(3) Method Of Sharing**

- (a) If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.
- (b) If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
- 2. "Auto" means:
  - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- 3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- 4. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
    - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication; provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.
- 5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
- 7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE PART

- A. The following is added to **SECTION IV – BUSINESS AUTO CONDITIONS**, Paragraph B. **General Conditions**, subparagraph 5. **Other Insurance**:

#### Primary and Non-Contributory

If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional "insured" under **SECTION II – LIABILITY COVERAGE**, Paragraph A.1. **Who Is An Insured** is primary and non-contributory, the following applies:

The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional "insured" as a Named Insured. We will not seek contribution from any other insurance available to the additional "insured" except:

- (1) For the sole negligence of the additional "insured"; or
- (2) For negligence arising out of the ownership, maintenance or use of any "auto" not owned

by the additional "insured" or by you, unless that "auto" is a "trailer" connected to an "auto" owned by the additional "insured" or by you; or

- (3) When the additional "insured" is also an additional "insured" under another liability policy.
- B. This endorsement will apply only if the "accident" occurs:
1. During the policy period;
  2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and
  3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional "insured".
- C. Coverage provided to an additional "insured" will not be broader than coverage provided to any other "insured" under this Coverage Part.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.



## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

BLANKET WITH WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**14. AUTO LOAN PHYSICAL DAMAGE EXTENSION**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

When a "loss" results in a total loss to a covered auto you own for which a Loss Payee is designated in this policy, the most we will pay for "loss" in any one "accident" is the greater of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The outstanding balance of the initial loan, less any amounts for taxes, overdue payments, overdue payment charges, penalties, interest, any charges for early termination of the loan, costs for Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan, and carry-over balances from previous loans.

**15. AUTO LEASE PHYSICAL DAMAGE EXTENSION**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

If, because of damage, destruction or theft of a covered "auto", which is a long-term leased "auto", the lease agreement between you and the lessor is terminated, "we" will pay the difference between the amount paid under paragraph **C. LIMIT OF INSURANCE 1. or 2.** and the amount due at the time of "loss" under the terms of the lease agreement applicable to the leased "auto" which you are required to pay; less any fees to dispose of the auto; any overdue payments; financial penalties

imposed under a lease for excessive use, abnormal wear and tear or high mileage; security deposits not refunded by the lessor; cost for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan; and carry over balances from previous leases.

This coverage applies only to the initial lease for the covered "auto" which has not previously been leased. This coverage is excess over all other collectible insurance.

**SECTION IV - CONDITIONS**

**16. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss:**

- d. Knowledge of any "accident", claim, "suit" or "loss" will be deemed knowledge by you when notice of such "accident", claim, "suit" or "loss" has been received by:
  - (1) You, if you are an individual;
  - (2) Any partner or insurance manager if you are a partnership; or
  - (3) An executive officer or insurance manager if you are a corporation.

**17. BLANKET WAIVER OF SUBROGATION**

Paragraph 5. **Transfer Of Rights Of Recovery Against Others To Us, SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions** is replaced by the following:

**5. Transfer Of Rights Of Recovery  
Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, which have not been waived through the execution of an "insured contract", written agreement, or permit, prior to the "accident" or "loss" giving rise to the payment, those rights to recover damages from another are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after the "accident" or "loss" to impair them.

**18. UNINTENTIONAL FAILURE TO  
DISCLOSE INFORMATION**

The following is added to **SECTION IV BUSINESS AUTO CONDITIONS. B. General Conditions**, paragraph 2. **Concealment, Misrepresentation Or Fraud:**

Your unintentional error in disclosing, or failure to disclose, any material fact existing after the effective date of this Coverage Form shall not prejudice your rights under this Coverage Form. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

**19. HIRED AUTO - WORLDWIDE  
COVERAGE**

The following is added to **SECTION IV - Business Auto Conditions, B. General Conditions**, paragraph 7. **Policy Period, Coverage Territory** provision:

- e. Outside the coverage territory described in a., b., c., and d. above for an "accident" or "loss" resulting from the use of a covered "auto" you hire, without a driver, or your employee hires without a driver, at your direction, for the purpose of conducting your business, for a period of 30 days or less, provided the suit is brought within The United States of America or its territories or possessions.

**SECTION V - DEFINITIONS**

**20. MENTAL ANGUISH**

Paragraph **C. "Bodily injury"**, **SECTION V - DEFINITIONS** is replaced by the following:

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these.



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 99 03 76 ( A) - 001**

**POLICY NUMBER: (PJUB-109D441-0-17)**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT - CALIFORNIA  
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 02.000 % of the California workers' compensation premium.

**Schedule**

**Person or Organization**

**Job Description**

ANY PERSON OR ORGANIZATION  
FOR WHICH THE INSURED HAS  
AGREED BY WRITTEN CONTRACT  
EXECUTED PRIOR TO LOSS TO  
FURNISH THIS WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium

Insurance Company

Countersigned by \_\_\_\_\_