

**AGREEMENT FOR CONSULTANT SERVICES  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
GHIRARDELLI ASSOCIATES, INC.  
FOR  
CONSTRUCTION MANAGEMENT SERVICES  
FOR HONEYDEW BRIDGE REPLACEMENT PROJECT**

This Agreement for Consultant Services (“Agreement”) entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, 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:

WHEREAS, COUNTY, by and through its Department of Public Works – Engineering Division, desires to retain a qualified professional to assist COUNTY in performing construction management services for the Honeydew Bridge Replacement Project that are further described in Attachment A – Scope of Work, which is attached hereto and incorporated herein by reference as if set forth in full; and

WHEREAS, such work involves the performance of professional and technical services of a temporary and occasional character; and

WHEREAS, 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 California 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 adequately trained, skilled, experienced and qualified to perform the duties and services set forth in this Agreement; and

NOW THEREFORE, the parties hereto mutually agree as follows:

**ARTICLE I – INTRODUCTION**

- A. CONSULTANT’s Project Manager will be Nathan Hayler. COUNTY’s Contract Administrator will be Tony Seghetti, Deputy Director of Public Works, or a designee thereof.
- B. The work to be performed under this Agreement is described in Article II – Statement of Work and the approved Cost Proposal dated December 28, 2023, which is attached hereto as Attachment B – Cost Proposal & Schedule of Work and incorporated herein by reference as if set forth in full. If there is any conflict between the approved Cost Proposal and the terms and conditions of this Agreement, this Agreement shall take precedence.
- C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend and hold harmless COUNTY, and its agents, officers, officials, employees and volunteers, from and against any and all claims, demands, damages, losses, liabilities and costs and expenses, including, without limitation, court costs and reasonable attorneys’ and expert witness fees, arising out of any failure to comply with applicable law, injury to, or death of, any person, damage to, or loss of, property or economic loss arising out of the performance of the work described herein, to the extent caused by a negligent act

or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to CONSULTANT's performance hereunder, except such loss or damage which was caused by the sole negligence, or willful misconduct of COUNTY, as determined by a court of competent jurisdiction. The provisions of this article shall survive termination or suspension of this Agreement.

- D. In the performance of this Agreement, CONSULTANT shall act in an independent capacity. It is understood and agreed that CONSULTANT, and its agents, officers, officials, employees and subconsultants, is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of COUNTY.
- E. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT pursuant to the terms and conditions of this Agreement, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligations hereunder, is only subject to the control or direction of COUNTY as to the designation of tasks to be performed and the results to be accomplished.
- F. Any third parties employed by CONSULTANT shall be entirely and exclusively under the direction, supervision and control of CONSULTANT. CONSULTANT hereby agrees to indemnify and hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- G. Except as expressly authorized herein, CONSULTANT's obligations hereunder are not assignable or transferable, and CONSULTANT shall not subcontract any work, without COUNTY's prior written approval. However, claims for money due to CONSULTANT under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to COUNTY.
- H. CONSULTANT shall be fully responsible to COUNTY for the negligent acts and omissions of its agents and subconsultants, and of persons either directly or indirectly employed thereby, in the same manner as persons directly employed by CONSULTANT.
- J. No alteration or variation of the terms of this Agreement 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.
- K. 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, without limitation, travel and per diem expenses, unless otherwise expressly so provided.

## **ARTICLE II – STATEMENT OF WORK**

The work to be performed under this Agreement 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 at least once a month. The report should be sufficiently detailed for COUNTY's Contract Administrator or Project Coordinator 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 or Project Coordinator, as needed, to discuss progress on the projects.

#### **ARTICLE IV – PERFORMANCE PERIOD**

- A. This Agreement shall go into effect on February 6, 2024, contingent upon approval by COUNTY, and CONSULTANT shall commence work after receiving notification to proceed from COUNTY's Contract Administrator. This Agreement shall end on December 31, 2026, unless extended by written amendment.
- B. CONSULTANT is advised that any recommendation for award of this Agreement is not binding on COUNTY until this Agreement is fully executed and approved by COUNTY.

#### **ARTICLE V – ALLOWABLE COSTS AND PAYMENTS**

- A. The method of payment for this Agreement will be based on actual cost plus a fixed fee. COUNTY will reimburse CONSULTANT for actual costs, including, without limitation, 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 Cost Proposal, unless additional reimbursement is provided for in a written amendment to this Agreement. 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 Attachment A – Scope of Work and Attachment B– Cost Proposal & Schedule of Work is required, the time or actual costs reimbursable by COUNTY shall be adjusted by a written amendment to this Agreement to accommodate the changed work. The maximum total cost as specified herein shall not be exceeded, unless authorized by a written amendment to this Agreement.
- B. The indirect cost rate established for this Agreement is extended through the duration of this specific Agreement. CONSULTANT's agreement to the extension of the applicable one (1) year period shall not be a condition or qualification to be considered for award of this Agreement.
- C. In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of Eighty-Two Thousand One Hundred Seventeen Dollars Seventy Cents (\$82,117.70). The fixed fee is nonadjustable for the term of this Agreement, except in the event of a significant change in the scope of work and such adjustment is made by a written amendment to this Agreement.
- D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal. CONSULTANT shall be responsible for transportation and subsistence costs in excess of applicable state rates.
- E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an amendment to this Agreement for a revised milestone cost estimate from COUNTY's Contract Administrator before exceeding such cost estimate.
- F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Attachment B – Cost Proposal & Schedule of Work, COUNTY shall have the right to delay payment or terminate this Agreement.

- G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.
- H. CONSULTANT will be reimbursed promptly according to any and all applicable local, state and federal laws, regulations and standards upon COUNTY's receipt of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number and project title. The final invoice must contain the final cost and all credits due COUNTY including any equipment purchased pursuant to the terms and conditions of this Agreement. 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:  
  
COUNTY: Humboldt County Department of Public Works – Engineering Division  
Attention: Tony Seghetti, Contract Administrator  
1106 Second Street  
Eureka, California 95501
- I. The total amount payable by COUNTY including the fixed fee shall not exceed One Million Four Hundred Thirteen Thousand Six Hundred Fifty-Eight Dollars Forty-Four Cents (\$1,413,658.44).
- J. 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. This Agreement may be terminated by COUNTY, provided that COUNTY gives not less than thirty (30) calendar days' written notice of its intent to terminate in accordance with the noticing requirements set forth in Article XXXII – Notification of this Agreement. Upon termination, COUNTY shall be entitled to all work, including, without limitation, any and all reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- B. COUNTY may temporarily suspend this Agreement, at no additional cost to COUNTY, provided that CONSULTANT is given written notice of the temporary suspension in accordance with the noticing requirements set forth in Article XXXII – Notification of this Agreement. If COUNTY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this Agreement. A temporary suspension may be issued concurrent with the notice of termination.
- C. Notwithstanding anything to the contrary, CONSULTANT shall not be relieved of liability for damages sustained by COUNTY by virtue of any breach of this Agreement by CONSULTANT, and COUNTY may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due COUNTY from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this Agreement. Upon termination, COUNTY shall be entitled to all work, including, without limitation, any and all reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

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**ARTICLE VII – COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

- A. CONSULTANT agrees that the applicable contract cost principles and procedures set forth in Part 31 of Title 48 of the Code of Federal Regulations (“CFR”) shall be used to determine the allowability of individual terms of cost.
- B. CONSULTANT also agrees to comply with the applicable administrative requirements, cost principles and audit procedures for federal awards set forth in 2 CFR Part 200.
- C. Any and all costs for which payment has been made that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 shall be subject to repayment by CONSULTANT.

**ARTICLE VIII – RETENTION OF RECORDS/AUDIT**

For the purpose of determining compliance with California Government Code Section 8546.7, COUNTY, CONSULTANT and any subconsultants hereunder shall maintain any and all books, documents, papers, accounting records, Indirect Cost Rate (“ICR”) work papers, and other evidence pertaining to each party’s performance hereunder, including, without limitation, the costs of administering this Agreement. All parties, including, without limitation, CONSULTANT’s independent Certified Public Accountant (“CPA”), shall make such work papers and materials available at their respective offices at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment hereunder. Records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. COUNTY, the California Department of Transportation (“Caltrans”), the Federal Highway Administration (“FHWA”) and any other duly authorized representative of the federal government having jurisdiction under federal laws or regulations, including, without limitation, the basis of federal funding in whole or in part, shall have access to any such books, records and documents for audit, examination and review, and copies thereof shall be furnished if requested without limitation.

**ARTICLE IX – AUDIT REVIEW PROCEDURES**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by the Humboldt County Auditor-Controller.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may submit a written request for review of unresolved issues to the Humboldt County Auditor-Controller.
- 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 and conditions of this Agreement.
- D. This Agreement, and any subcontracts related hereto, including, without limitation, cost proposals and ICR, may be subject to audits or reviews such as, but not limited to, an agreement audit, an incurred cost audit, an ICR audit or a CPA ICR audit work paper review. If selected for audit or review, the agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review, CONSULTANT shall be responsible for ensuring that any and all duly authorized local, state and federal government officials are allowed full access to the CPA’s work papers including making copies as necessary. The agreement, cost proposal and ICR shall be adjusted by CONSULTANT and approved by 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 agreement 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, COUNTY

or local governments have access to CPA work papers, will be considered a breach of the terms and conditions of this Agreement, and will be cause for termination of this Agreement and disallowance of prior reimbursed costs.

- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigation ("IOAI"). IOAI, 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 terms and conditions of this Agreement, and will be cause for termination of this Agreement and disallowance of prior reimbursed costs.
1. During IOAI's review of the ICR audit work papers created by CONSULTANT's independent CPA, IOAI 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 IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY will reimburse CONSULTANT at an accepted ICR until a Federal Acquisition Regulation compliant ICR [e.g. 48 CFR Part 31; Generally Accepted Auditing Standards; Cost Accounting Standards, if applicable; in accordance with the 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 IOAI. Accepted rates will be as follows:
    - a. If the proposed rate is less than one hundred fifty percent (150%) – the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
    - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) – the accepted rate will be eighty-five percent (85%) of the proposed rate.
    - c. If the proposed rate is greater than two hundred percent (200%) – the accepted rate will be seventy-five percent (75%) of the proposed rate.
  2. If IOAI is unable to issue a cognizant letter per subsection E(1) of this article, IOAI 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. IOAI 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 requirements set forth herein, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR as set forth in subsection E(1) of this article for all rendered services. In this event, the accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.
  4. CONSULTANT may submit a final invoice to COUNTY only when all of the following items have occurred: IOAI accepts or adjusts the original or revised independent CPA audited ICR; all work under this Agreement has been completed to the satisfaction of COUNTY; and IOAI 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. The accepted ICR will apply to

this Agreement and all other agreements executed between COUNTY and CONSULTANT, either as a prime or subcontractor, with the same fiscal period ICR.

5. COUNTY and CONSULTANT hereby agree to fix the ICR for the period of time set forth in Article IV – Period of Performance of this Agreement. If the term of this Agreement is extended by a duly executed amendment hereto, COUNTY and CONSULTANT may adjust the ICR to the current IOAI approved ICR.

## ARTICLE X – SUBCONTRACTING

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relationship between COUNTY and any of CONSULTANT’s subconsultants hereunder, 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 subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT’s obligation to pay its subconsultants is an independent obligation from COUNTY’s obligation to make payments to CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by COUNTY’s Contract Administrator, except that which is expressly identified in CONSULTANT’s approved Cost Proposal.
- C. Any subcontract entered into as a result of this Agreement, shall contain all of the applicable provisions set forth in this Agreement.
- D. CONSULTANT shall pay its subconsultants within Fifteen (15) calendar days from receipt of each payment made to CONSULTANT by COUNTY.
- E. Any substitution of subconsultants must be approved in writing by COUNTY’s Contract Administrator in advance of assigning work to a substitute subcontractor.
- F. CONSULTANT shall pay to any subconsultant hereunder, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts owed to CONSULTANT on account of the services performed by the subconsultants, to the extent of each subconsultant’s interest therein. In the event that there is a good faith dispute over any portion of the amount due on a progress payment from CONSULTANT to a subconsultant, CONSULTANT may withhold no more than one hundred fifty percent (150%) of the disputed amount. Any violation of this provision shall constitute a cause for disciplinary action and shall subject CONSULTANT to a penalty, payable to the subconsultant, of two percent (2%) of the amount due per month for every month that payment is not made. In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to its attorney’s fees and costs. The sanctions authorized under this provision shall be separate from, and in addition to, all other remedies, either civil, administrative or criminal. This provision applies to both DBE and non-DBE subconsultants.
- G. No retainage will be held by COUNTY from progress payments due to CONSULTANT. Retainage by CONSULTANT, or any subconsultants hereunder, is prohibited and no retainage will be held by CONSULTANT, or any subconsultant hereunder, from progress due to its subconsultants. Any delay or postponement of payment may take place only for good cause and with COUNTY’s prior written approval. Any violation of this provision shall subject CONSULTANT, or any subconsultants hereunder, to the penalties, sanctions and other remedies specified in Section 3321 of the California Civil

Code. This provision shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT, or any subconsultants hereunder, in the event of a dispute involving late payment or nonpayment by CONSULTANT and/or deficient subconsultant performance or noncompliance. This provision shall apply to both DBE and non-DBE subconsultants.

## **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 approved Cost Proposal and exceeding Five Thousand Dollars (\$5,000.00), with 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 with funds provided under the terms and conditions of this Agreement is subject to the following:
  - 1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two (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 this Agreement, or if this Agreement 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.
  - 2. 2 CFR Part 200 requires a credit to federal funds when participating equipment with a fair market value greater than Five Thousand Dollars (\$5,000.00) is credited to the project.

## **ARTICLE XII – STATE PREVAILING WAGE RATES**

- A. Neither CONSULTANT nor its subconsultants may be awarded an agreement containing public work elements unless registered with the California Department of Industrial Relations (“DIR”) pursuant to California Labor Code Section 1725.5. Registration with DIR must be maintained throughout the entire term of this Agreement, including any subsequent extensions thereof.
- B. CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work pursuant to the terms and conditions of this Agreement are on file with Caltrans’ District Labor Compliance Officer and available online at the following address: [http://www.dot.ca.gov/hq/construc/LaborCompliance/documents/DistrictRegion\\_Map\\_Construction\\_7-8-15.pdf](http://www.dot.ca.gov/hq/construc/LaborCompliance/documents/DistrictRegion_Map_Construction_7-8-15.pdf). These wage rates are hereby incorporated into this Agreement by reference as if set forth in full, pursuant to California Labor Code Section 1773.2, and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at

COUNTY construction sites, at COUNTY facilities and at off-site locations that are set up by the construction contractor or one of its subconsultants solely and specifically to serve COUNTY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from DIR's website at <http://www.dir.ca.gov>.
- D. By executing this Agreement, CONSULTANT, for itself, and its subconsultants, assignees and successors in interest, agrees to comply with the following requirements pertaining to preparation, retention, certification, reproduction and disclosure of payroll records:
1. CONSULTANT and its subconsultants shall keep accurate certified payroll records and supporting documents, as mandated by California Labor Code Section 1776 and as defined in Section 16000 of Title 8 of the California Code of Regulations ("CCR"), showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by CONSULTANT or its subconsultants in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
    - a. The information contained in the payroll record is true and correct.
    - b. The employer has complied with the requirements of California Labor Code Sections 1771, 1811 and 1815 for any work performed by its employees on the public works project.
  2. The payroll records enumerated under subsection D(1) of this article shall be certified as correct by CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by COUNTY representatives at all reasonable hours at the principal office of CONSULTANT. CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
    - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative upon request.
    - b. A certified copy of all payroll records enumerated in subsection D(1) of this article shall be made available for inspection or furnished upon request to a representative of COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the DIR. Certified payrolls submitted to COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated.
    - c. CONSULTANT shall not give the public access to certified payroll records. CONSULTANT shall forward any requests for certified payrolls to COUNTY's Contract Administrator by both email and regular mail on the business day following receipt of the request.
  3. CONSULTANT shall submit a certified copy of the records enumerated in subsection D(1) of this article to the requesting entity within ten (10) calendar days after receipt of a written request.
  4. Any records made available for inspection as copies and furnished upon request to the public or any public agency by COUNTY shall be redacted or obliterated in such a manner as to prevent

disclosure of each individual's name, address and social security number. The name and address of CONSULTANT or its subconsultants performing the work shall not be redacted or obliterated.

5. CONSULTANT shall inform COUNTY of the location of the records enumerated under subsection D(1) of this article, including, without limitation, the street address, city and county, and shall, within five (5) business days, provide a notice of a change of location and address.
  6. CONSULTANT and its subconsultants shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in subsection D(1) of this article. In the event of CONSULTANT's failure to comply within the ten (10) day period, CONSULTANT shall, as a penalty to COUNTY, forfeit One Hundred Dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by COUNTY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this subsection due to the failure of a subcontractor to comply with the requirements set forth herein.
- E. When prevailing wage rates apply, CONSULTANT shall be responsible for verifying compliance with certified payroll requirements. Payment will not be made until the invoice is approved by COUNTY.
- F. By executing this Agreement, CONSULTANT, for itself, and its subconsultants, assignees and successors in interest, agrees to comply with the following requirements pertaining to the imposition and payment of any and all penalties resulting from CONSULTANT's noncompliance with any applicable local, state and federal prevailing wage laws, regulations and standards:
1. CONSULTANT and its subconsultants shall comply with California Labor Code Sections 1774 and 1775. Pursuant to California Labor Code Section 1775, CONSULTANT and its subconsultants shall forfeit to COUNTY a penalty of not more than Two Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under this Agreement by CONSULTANT or by its subconsultants in violation of the requirements of any applicable local, state or federal laws, regulations or standards, including, without limitation, California Labor Code Sections 1770, *et seq.*
  2. The amount of the forfeiture described in subsection F(1) of this article shall be determined by the California Labor Commissioner and shall be based on consideration of mistake, inadvertence or neglect of CONSULTANT or its subconsultants in failing to pay the correct rate of prevailing wages, or the previous record of CONSULTANT or its subconsultants in meeting their respective prevailing wage obligations, or the willful failure by CONSULTANT or its subconsultants to pay the correct rates of prevailing wages. A mistake, inadvertence or neglect in failing to pay the correct rates of prevailing wages is not excusable if CONSULTANT or its subconsultants had knowledge of the obligations under the California Labor Code. CONSULTANT shall be responsible for paying the appropriate rate, including, without limitation, any escalations that take place during the term of this Agreement and any extensions thereof.
  3. In addition to the penalty described in subsection F(1) of this article, and pursuant to California Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by CONSULTANT or its subconsultants.
  4. If workers employed by CONSULTANT's subconsultants on a public works project are not paid the general prevailing per diem wages by the subconsultants, CONSULTANT shall not be liable

for the penalties described in subsections F(1) and F(3) of this article, unless CONSULTANT had knowledge of the subconsultants' failure to pay the specified prevailing rate of wages to those workers or CONSULTANT fails to comply with all of the following requirements:

- a. The subcontracts executed between CONSULTANT and the subconsultants for the performance of work on public works projects shall include a copy of the requirements in California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813 and 1815.
  - b. CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the subconsultants to their employees by periodic review of the subconsultants' certified payroll records.
  - c. Upon becoming aware of the subconsultants' failure to pay the specified prevailing rate of wages to the subconsultants' employees, CONSULTANT shall diligently take corrective action to halt or rectify the failure, including, without limitation, retaining sufficient funds due the subconsultants for work performed on the public works project.
  - d. Prior to making final payment to the subconsultants for work performed on the public works project, CONSULTANT shall obtain an affidavit signed under penalty of perjury from the subconsultants that they have paid the specified general prevailing rate of per diem wages to their employees on the public works project and any amounts due pursuant to California Labor Code Section 1813.
5. Pursuant to California Labor Code Section 1775, COUNTY shall notify CONSULTANT within fifteen (15) calendar days after the receipt of a complaint that any of its subconsultants have failed to pay their employees the general prevailing rate of per diem wages.
  6. If COUNTY determines that any of CONSULTANT's subconsultants have not paid their employees the general prevailing rate of per diem wages, and if COUNTY did not retain sufficient money to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, CONSULTANT shall withhold an amount of money due the subconsultants sufficient to pay those employees the general prevailing rate of per diem wages, if requested by COUNTY.
- G. CONSULTANT shall forfeit, as a penalty to COUNTY, Twenty-Five Dollars (\$25.00) for each worker employed in the execution of this Agreement by CONSULTANT or any of its subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of the California Labor Code, including, without limitation, Sections 1810 to 1815 thereof, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one (1) week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in California Labor Code Section 1815.
- H. By executing this Agreement, CONSULTANT, for itself, and its subconsultants, assignees and successors in interest, agrees to comply with the following requirements pertaining to the employment of apprentices:
1. CONSULTANT, and any of its subconsultants working under a subcontract exceeding Thirty Thousand Dollars (\$30,000.00), shall comply with all applicable requirements regarding the employment of apprentices set forth in California Labor Code Sections 1777.5, 1777.6 and 1777.7.

2. CONSULTANT and its subconsultants shall comply with any and all California Labor Code requirements regarding the employment of apprentices, including, without limitation, mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and its subconsultants are advised to review the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios. CONSULTANT shall be responsible for its subconsultants' compliance with these requirements. Penalties are specified in California Labor Code Section 1777.7.

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

- A. During the term of this Agreement, and any extensions thereof, CONSULTANT shall disclose any financial, business or other relationship with COUNTY that may have an impact upon the outcome of this Agreement or any ensuing COUNTY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing COUNTY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to COUNTY any actual, apparent or potential conflicts of interest that may exist relative to the services to be provided hereunder. CONSULTANT agrees to advise COUNTY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. CONSULTANT further agrees to complete any statements of economic interest if required by any applicable local, state or federal laws, regulations or standards.
- C. CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
- D. CONSULTANT hereby certifies that neither CONSULTANT nor any of its subconsultants, or any firm affiliated with CONSULTANT or its subconsultants, that bids on any construction contract or on any agreement to provide construction inspection for any construction project resulting from this Agreement, has established necessary controls to ensure that a conflict of interest does not exist. For purposes of this Agreement, an affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

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

CONSULTANT warrants that this Agreement 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 sole discretion, to terminate this Agreement without liability, to pay only for the value of the work actually performed or to deduct from the amount owed under this Agreement, 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 certifies, to the best of its 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 local, state or federal agency, a member of the California State Legislature or United States Congress, an officer or employee of the California State Legislature or Congress or any employee of a member of the California State Legislature or Congress in connection with the awarding or



making of this Agreement, or with the extension, continuation, renewal, amendment or modification of this Agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Agreement, 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 Agreement was made and entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352 of Title 31 of the United States Code ("USC"). 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 executing this Agreement that it 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 – NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE**

- 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, unless exempt, complied with any and applicable nondiscrimination requirements set forth in California Government Code Section 12990 and 2 CCR Section 8103.
- B. During the performance of this Agreement, CONSULTANT and its subconsultants shall not deny any benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or military and veteran status, nor shall they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or military and veteran status. CONSULTANT and its subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and its subconsultants shall comply with the provisions of the Fair Employment and Housing Act (California Government Code Sections 12990, *et seq.*) and the applicable regulations promulgated thereunder (2 CCR Sections 11000, *et seq.*), the provisions of California Government Code Sections 11135 through 11139.5 and the regulations or standards adopted by COUNTY to implement this article. The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in 2 CCR Sections 8100 through 8504, are hereby incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of COUNTY and any other duly authorized local, state and federal agencies, including, without limitation, the California Department of Fair Employment and Housing, upon reasonable notice at any time during normal business hours, but in no case less than twenty-four (24) hours' notice, to its facilities, books, records, accounts and all other sources of

information as COUNTY or any other duly authorized local, state or federal agency shall require to ascertain compliance with this article.

- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this article to any and all labor organizations with which they have a collective bargaining or other agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this article in all subcontracts to perform work under this Agreement.
- G. CONSULTANT, with regard to the work performed pursuant to the terms and conditions of this Agreement, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 USC Sections 2000d, *et seq.*) which provides that recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age or disability, be excluded from participation in, denied the benefits of or be subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. CONSULTANT shall comply with any and all applicable local, state and federal laws, regulations and standards pertaining to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 CFR Part 21 – Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Section 21.5, including, without limitation, employment practices and the selection and retention of subconsultants.
- I. Neither party hereto, nor any subconsultants hereunder, shall exclude any person from participation in, deny any person the benefits of or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex or national origin. In administering the DBE Program Plan, neither party hereto, nor any subconsultants hereunder, shall, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex or national origin.

## **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 or any person associated therewith in the capacity of owner, partner, director, officer or manager:
  - 1. Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency;
  - 2. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years.
  - 3. Does not have a proposed debarment pending; and
  - 4. Has not been indicted, convicted or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to COUNTY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility.

Disclosures must indicate the party to whom the exceptions apply, the initiating agency and the dates of agency action.

- C. Exceptions to the Federal Government Excluded Parties List System maintained by the United States General Services Administration are to be determined by FHWA.

## **ARTICLE XVIII – DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION**

- A. CONSULTANT, subrecipient (COUNTY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the COUNTY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTS who enter into a federally-funded agreement will assist the COUNTY in a good faith effort to achieve California's statewide overall DBE goal.

- B. The goal for DBE participation for this AGREEMENT is **19%** Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in Attachment D - Consultant Contract DBE Commitment (Exhibit 10-O2) attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE

goal, complete and submit Attachment E - Proposer/Contractor Good Faith Efforts (Exhibit 15-H) to document efforts to meet the goal. Refer to 49 CFR 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient 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 applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the 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 the recipient deems appropriate, which may include, but is not limited to:

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

E. Termination and Replacement of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the COUNTY's written consent. CONSULTANT shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the COUNTY. Unless the COUNTY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Attachment D - Consultant Contract DBE Commitment form (Exhibit 10-02).

Termination of DBE Subconsultants

After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the COUNTY:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The COUNTY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the COUNTY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).

5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The COUNTY determines other documented good cause.

CONSULTANT must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the CONSULTANT's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the COUNTY. The written notice to the DBE must request they provide any response within five (5) business days to both the CONSULTANT and the COUNTY by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within five (5) business days, CONSULTANT may move forward with the request as if the DBE had agreed to CONSULTANT's written notice.
3. Submit CONSULTANT's DBE termination request by written letter to the COUNTY and include:
  - One or more above listed justifiable reasons along with supporting documentation.
  - CONSULTANT's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONSULTANT's written notice
  - The DBE's response to CONSULTANT's written notice, if received. If a written response was not provided, provide a statement to that effect.

The COUNTY shall respond in writing to CONSULTANT's DBE termination request within five (5) business days.

#### Replacement of DBE Subconsultants

After receiving the COUNTY's written authorization of DBE termination request, CONSULTANT must obtain the COUNTY's written agreement for DBE replacement. CONSULTANT must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

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1. Submit a request to replace a DBE with other forces or material sources in writing to the COUNTY which must include:
  - a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.
  - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
    - Description of scope of work and cost proposal
    - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
    - Revised Attachment D - Consultant Contract DBE Commitment (Exhibit 10-O2)
2. If CONSULTANT has not identified a DBE replacement firm, submits documentation of CONSULTANT's GFEs to use DBE replacement firms within seven (7) days of COUNTY's authorization to terminate the DBE. CONSULTANT may request the COUNTY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
  - Search results of certified DBEs available to perform the original DBE work identified and other work CONSULTANT had intended to self-perform, to the extent needed to meet DBE commitment
  - Solicitations of DBEs for performance of work identified
  - Correspondence with interested DBEs that may have included contract details and requirements
  - Negotiation efforts with DBEs that reflect why an agreement was not reached
  - If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
  - Copies of each DBE's and non-DBE's price quotes for work identified, as the COUNTY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
  - Additional documentation that supports CONSULTANT's GFE

The COUNTY shall respond in writing to CONSULTANT's DBE replacement request within five (5) business days.

#### F. Commitment and Utilization

The COUNTY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The COUNTY shall request CONSULTANT to:

1. Notify the COUNTY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
  - Name and business address of each 1-tier subconsultant
  - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
  - Date of payment and total amount paid to each business (see Attachment F - Monthly Disadvantaged Business Enterprise Payment (Exhibit 9-F))

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the COUNTY. On work completion, CONSULTANT shall complete Attachment I - Disadvantaged Business Enterprises (DBE) Certification Status Change (Exhibit 17-O) and submit the form to the COUNTY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Attachment J - Final Report – Utilization of Disadvantaged Business Enterprises (DBE) (Exhibit 17-F), First-Tier Subcontractors and submit it to the COUNTY within 90 days of contract acceptance. The COUNTY will withhold \$10,000 until the form is submitted. The COUNTY will release the withhold upon submission of the completed form.

In the COUNTY's reports of DBE participation to Caltrans, the COUNTY must display both commitments and attainments.

#### G. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

CONSULTANT must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

CONSULTANT must provide written notification to the COUNTY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include

the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, CONSULTANT shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using Attachment G - DBE Commercially Useful Function Evaluation (Exhibit 9-J). Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

CONSULTANT must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using Attachment G - DBE Commercially Useful Function Evaluation (Exhibit 9-J). CONSULTANT must submit to the COUNTY these quarterly evaluations and validations by the 5th of the month for the previous three months of work.

CONSULTANT must notify the COUNTY immediately if they believe the DBE may not be performing a CUF.

The COUNTY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of Attachment G - DBE Commercially Useful Function Evaluation (Exhibit 9-J), submitted supporting information, field observations, and through any additional COUNTY evaluations. The COUNTY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The COUNTY will provide written notice to the CONSULTANT and the DBE at least two (2) business days prior to any evaluation. The CONSULTANT and the DBE must participate in the evaluation. Upon completing the evaluation, the COUNTY must share the evaluation results with the CONSULTANT and the DBE. An evaluation could include items that must be remedied upon receipt. If the COUNTY determines the DBE is not performing a CUF, the CONSULTANT must suspend performance of the noncompliant work.

CONSULTANT and DBEs must submit any additional CUF related records and documents within five (5) business days of COUNTY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters



Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If CONSULTANT and/or the COUNTY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONSULTANT must immediately suspend performance of the noncompliant portion of the work. COUNTY may deny payment for the noncompliant portion of the work. COUNTY will ask the CONSULTANT to submit a corrective action plan (CAP) to the LOCAL AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONSULTANT will correct the noncompliance findings for the remaining portion of the DBE's work. COUNTY has five (5) days to review the CAP in conjunction with the CONSULTANT's review. The CONSULTANT must implement the CAP within five (5) days of the COUNTY's approval. The COUNTY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, CONSULTANT may have good cause to request termination of the DBE.

- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within thirty (30) calendar days.
- L. For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email Attachment F - Monthly Disadvantaged Business Enterprise Payment (Exhibit 9-F) to [business.support.unit@dot.ca.gov](mailto:business.support.unit@dot.ca.gov) with a copy to local administering agencies.

For projects awarded on or after September 1, 2023: Attachment F - Monthly Disadvantaged Business Enterprise Payment (Exhibit 9-F) is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONSULTANT must now submit Attachment H – Prompt Payment Certification (Exhibit 9-P) to the COUNTY administering the contract. If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report “no payments were made to subs this month” and write this visibly and legibly on Attachment H – Prompt Payment Certification (Exhibit 9-P).

- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

## ARTICLE XIX – INSURANCE AND INDEMNIFICATION

- A. Prior to the execution of this Agreement, CONSULTANT shall furnish to COUNTY satisfactory proof that CONSULTANT has taken out for the entire term of this Agreement, 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 thereby, 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 (\$2,000,000.00) per occurrence for any one (1) incident, subject to a deductible of not more than Fifty Thousand Dollars (\$50,000.00) 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 (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and 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 (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate), subject to a deductible not to exceed Fifty Thousand Dollars (\$50,000.00) payable by CONSULTANT. Said insurance shall be maintained for the statutory period during which CONSULTANT may be exposed to liability regarding the work performed pursuant to the terms and conditions of this Agreement. Such coverage shall be incorporated into CONSULTANT’s 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 agents, officers, officials, employees and volunteers, 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. Said 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 property damage caused by explosion or collapse of structures or underground damage, 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 insureds 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. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
  5. 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.
  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. 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 any other available remedies, take out the necessary insurance and 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 the above-referenced aggregate limits.
  8. Nothing contained herein shall be construed as limiting the extent to which CONSULTANT or its 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 requirements contained herein.

CONSULTANT: Ghirardelli Associates, Inc.  
Attention: Lawrence Maniti, Project Accountant  
2055 Gateway Place, Suite 470  
San Jose, CA 95110

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

AND

Humboldt County Department of Public Works – Engineering Division  
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, and its agents, officers, officials, employees and volunteers, 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 Agreement 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 Agreement.
  
- 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 this Agreement, 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 Agreement.

**ARTICLE XX – FUNDING REQUIREMENTS**

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
  
- B. This Agreement is valid and enforceable only, if sufficient funds are made available to COUNTY for the purpose of this Agreement. In addition, this Agreement is subject to any additional local, state and federal restrictions, limitations, conditions and legal obligations that may affect the provisions, terms, conditions or funding of this Agreement in any manner.
  
- C. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds.

- D. COUNTY has the option to terminate this Agreement pursuant to Article VI – Termination, or by mutual agreement to amend this Agreement to reflect any reduction of funds.

**ARTICLE XXI – CHANGE IN TERMS**

- A. This Agreement may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by 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 Agreement without prior written approval by COUNTY’s Contract Administrator.

**ARTICLE XXII – CONTINGENT FEE**

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

**ARTICLE XXIII – DISPUTES**

Prior to either party commencing any legal action under this Agreement, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) calendar days of good-faith negotiations, and as may be otherwise provided herein, then either party may commence legal action against the other.

- A. Any dispute, other than audit, concerning a question of fact arising under this Agreement 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 submit a written request for review by COUNTY’s governing board of unresolved claims or disputes, other than audit.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this Agreement.

**ARTICLE XXIV – INSPECTION OF WORK**

CONSULTANT and its subconsultants shall permit COUNTY, the State of California and the FHWA, if federal participating funds are used in this Agreement, to review and inspect the project activities and files at all reasonable times during the performance period of this Agreement.

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**ARTICLE XXV – SAFETY**

- A. CONSULTANT shall comply with any and all California Division of Occupational Safety and Health (“Cal-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 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 through 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. CONSULTANT must have any and all applicable 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 deep or deeper.
- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this article.

**ARTICLE XXVI – OWNERSHIP OF DATA**

- A. It is mutually agreed that all materials prepared by CONSULTANT pursuant to the terms and conditions of this Agreement shall become the property of COUNTY, and CONSULTANT shall have no property rights therein whatsoever. Immediately upon termination of this Agreement, COUNTY shall be entitled to, and CONSULTANT shall deliver to COUNTY, any and all reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this Agreement, which is not CONSULTANT’s privileged information, as defined by law, or CONSULTANT’s personnel information, along with all other property belonging exclusively to COUNTY which is in CONSULTANT’s possession. Publication of the information derived from work performed or data obtained in connection with services rendered pursuant to the terms and conditions of this Agreement must be approved in writing by COUNTY.
- B. Additionally, it is agreed that the parties intend this Agreement to be an agreement for services and each considers the products and results of the services rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work and all rights therein, including, without limitation, copyrights, belongs to and shall be the sole and exclusive property of COUNTY without restriction or limitation upon its use or dissemination by COUNTY. Any reuse of such works made for hire outside the scope of work for which it was developed, or any alteration of them whatsoever, without CONSULTANT’s review and approval shall be at COUNTY’S sole risk.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one (a) detailed in a particular Task. Any reuse by COUNTY for another project or project location shall be at COUNTY’s sole risk.
- D. Each party hereto agrees to comply with any and all applicable local, state and federal laws, regulations and standards pertaining to patent rights, including, without limitation, 48 CFR Subpart 27.3 – Patent Rights under Government Contracts.

- E. COUNTY may permit CONSULTANT to copyright reports or other byproducts of this Agreement. If copyrights are permitted; FHWA shall be granted a 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 Agreement 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. Consultation or testimony will be reimbursed at the same rates, including, without limitation, travel costs, that are being paid for CONSULTANT’s services under this Agreement.
- C. Services of CONSULTANT in connection with COUNTY’s construction contractor claims will be performed pursuant to a written contract amendment which extends the expiration date of this Agreement, if necessary, in order to resolve such construction claims.
- D. Any subcontract in excess of Twenty-Five Thousand Dollars (\$25,000.00) entered into as a result of this Agreement shall contain all of the provisions of this article.

**ARTICLE XXVIII – CONFIDENTIALITY OF DATA**

- A. CONSULTANT hereby agrees to protect any and all confidential information obtained in the performance of this Agreement in accordance with any and all applicable local, state and federal laws, regulations and standards.
- B. All financial, statistical, personal, technical or other information relative to COUNTY’s operations, which are designated confidential by COUNTY and made available to CONSULTANT in order to carry out this Agreement, shall be protected by CONSULTANT from unauthorized use and disclosure.
- C. Permission to disclose information on one (1) occasion, or disclosure at a public hearing held by COUNTY relating to this Agreement, shall not authorize CONSULTANT to further disclose such information or disseminate the same on any other occasion.
- D. CONSULTANT shall not comment publicly to the press or any other media outlet regarding this Agreement or COUNTY’s actions on the same, except to COUNTY’s staff, CONSULTANT’s own personnel involved in the performance of this Agreement, at public hearings or in response to questions from a legislative committee.
- E. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by COUNTY, and receipt of COUNTY’s written permission.

- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than COUNTY, Caltrans and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to the terms and conditions of this Agreement are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of COUNTY or except by court order. If CONSULTANT, or any of its agents, officers, employees or subconsultants, does voluntarily provide information in violation of this Agreement, COUNTY has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing such information, including, without limitation, COUNTY's attorney's fees, expert witness fees and disbursements.
- G. Any subcontract entered into as a result of this Agreement 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 this Agreement because of CONSULTANT's failure to comply with an order of a federal court that requires 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 COUNTY's evaluation report will be sent to CONSULTANT for comments. COUNTY's evaluation report along with CONSULTANT's comments shall be retained in accordance with the record retention provisions set forth herein.

#### **ARTICLE XXXI – PROMPT PAYMENT**

##### **A. PROMPT PAYMENT FROM COUNTY TO CONSULTANT**

The COUNTY shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the COUNTY fails to pay promptly, the COUNTY shall pay interest to the CONSULTANT, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the COUNTY shall act in accordance with both of the following:

1. The COUNTY shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
2. The COUNTY must return any payment request deemed improper by the COUNTY to the CONSULTANT as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

##### **B. PROMPT PAYMENT CERTIFICATION**

For projects awarded on or after September 1, 2023: the CONSULTANT must now submit Attachment H – Prompt Payment Certification (Exhibit 9-P) to the COUNTY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any



payments to subconsultants, supplier(s), and/or manufacturers they must report “no payments were made to subs this month” and write this visibly and legibly on Attachment H – Prompt Payment Certification (Exhibit 9-P).

The COUNTY must verify all Attachment H – Prompt Payment Certification (Exhibit 9-P) information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The COUNTY must email a copy of Attachment H – Prompt Payment Certification (Exhibit 9-P) to [DBE.Forms@dot.ca.gov](mailto:DBE.Forms@dot.ca.gov) before the end of the month after receiving the Attachment H – Prompt Payment Certification (Exhibit 9-P) from the CONSULTANT.

## **ARTICLE XXXII – TITLE VI ASSURANCES**

### **APPENDICES A - E of the TITLE VI ASSURANCES**

The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if applicable as shown below. In addition, the consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract.

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to the COUNTY.

The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the COUNTY with other parties:

- A. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- B. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

### **APPENDIX A**

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

- A. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- B. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

- C. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of CONSULTANT'S noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
1. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
  2. cancellation, termination or suspension of the Agreement, in whole or in part.
- F. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

## **APPENDIX B**

### **CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient

all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

**(HABENDUM CLAUSE)**

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above- mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\* (\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

**APPENDIX C**

**CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE  
ACTIVITY, FACILITY, OR PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
  1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described

lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

#### **APPENDIX D**

#### **CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

#### **APPENDIX E**

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

### **ARTICLE XXXIII – NOTIFICATION**

Any and all notices required hereunder, and communications regarding interpretation of, and changes to, the terms and conditions of this Agreement, 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: Nathan Hayler, Project Manager  
 1225 Central Avenue, Suite 10  
 McKinleyville, CA 95519

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

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

- A. This Agreement 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. CONSULTANT agrees to comply with any and all local, state and federal laws, regulations and standards applicable to its performance hereunder, including, without limitation, the Americans with Disabilities Act. CONSULTANT further agrees to comply with any and all applicable local, state and federal accrediting, licensure and certification requirements.
- C. This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the provisions, terms, conditions or funding of this Agreement. This Agreement 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.
- D. In the event any law, regulation or standard referred to herein is amended during the term of this Agreement, the parties agree to comply with the amended provision as of the effective date thereof.
- E. 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.
- F. The terms of this Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns of the parties.

**ARTICLE XXXV – NO WAIVER OF DEFAULT**

- A. The waiver by either party of any breach of this Agreement 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 Agreement.
- B. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement 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 repayment of, and CONSULTANT shall promptly refund, any funds disbursed to CONSULTANT hereunder, which COUNTY determines were not expended in accordance with the terms of this Agreement.

**ARTICLE XXXVI – ATTORNEY FEES ON BREACH**

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the prevailing party in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, 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 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.

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

By executing this Agreement, CONSULTANT certifies 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 Agreement if it determines that the foregoing certification is false or if CONSULTANT subsequently becomes a Nuclear Weapons Contractor.

**ARTICLE XXXVIII – CONTRACT**

The two (2) parties to this Agreement, who are the before named CONSULTANT and the before named COUNTY, hereby agree that this Agreement constitutes the entire agreement which is made and concluded in duplicate between the two (2) parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this Agreement as evidenced by the signatures below.

[Signatures on Following Page]

**ARTICLE XXXIX – 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: Randall Bruner, P.E.  
Randall Bruner, P.E. (Jan 10, 2024 09:41 PST)

Date: Jan 10, 2024

Name: Randall Bruner

Title: President / CEO

By:   
Raewyn Butcher (Jan 9, 2024 22:33 PST)

Date: Jan 9, 2024

Name: Raewyn Butcher

Title: Executive Vice President

**COUNTY OF HUMBOLDT:**

By: \_\_\_\_\_  
Steve Madrone  
Humboldt County Board of Supervisors

Date: \_\_\_\_\_

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

**LIST OF ATTACHMENTS:**

- Attachment A – Scope of Work
- Attachment B – Cost Proposal & Schedule of Work
- Attachment C – Consultant Proposal DBE Commitment (Exhibit 10-O1)
- Attachment D – Consultant Contract DBE Commitment (Exhibit 10-O2)
- Attachment E – DBE Information, Good Faith Efforts (Exhibit 15-H)
- Attachment F – DBE Running Tally of Payments (Exhibit 9-F)
- Attachment G - DBE Commercially Useful Function Evaluation (Exhibit 9-J)
- Attachment H – Prompt Payment Certification (Exhibit 9-P)
- Attachment I – DBE Certification Status Change (Exhibit 17-O)
- Attachment J – Final Report – Utilization of DBE First-Tier Subconsultants (Exhibit 17-F)
- Attachment K – Inspector General’s Certification of Indirect Costs and Financial Management System
- Attachment L – Disclosure of Lobbying Activities (Exhibit 10-Q)
- Attachment M – Liability Insurance



**ATTACHMENT A – SCOPE OF WORK**

## Ghirardelli Associates

### Honeydew Bridge – Scope of Work

The following section breaks down the individual tasks we will undertake to complete the requested services for this project. The tasks and schedules are critical tools that we use to break complex projects down into more manageable pieces. These smaller pieces are tackled by leveraging our team's experience on similar projects in the region to help you meet project goals and mitigate risks.

#### Task 0.0: Project Management Services (Before and During Construction)

##### Task 0.1: Constructability Reviews

Our Project Manager, Nathan Hayler and Resident Engineer, Nathaniel Steen, will review plans, specifications and estimate (PS&E). When reviewing PS&E packages, we will research applicable references including but not limited to:

- Caltrans Standard Specifications and Plans
- Caltrans Local Assistance Procedures Manuals
- Caltrans Structures Construction Technical Manuals
- Manual of Uniform Traffic Control Devices (MUTCD)
- CalOsha Construction Safety Orders
- Caltrans Design Manual
- Caltrans WPCP/SWPPP Preparation Manuals
- Caltrans Authorized Materials Lists
- Caltrans Design Information Bulletins
- CEQA/NEPA
- Humboldt County Standards

We recommend completing a constructability review of the full PS&E package as we have found it identifies issues early when they are easily addressed and typically cost less to resolve.

**Task 0.2 Technical Report Preparation** Throughout the project, we will prepare project reports and studies or work plans. Selection of the Ghirardelli or subconsultant to perform the task will be based on previous experience, certification or experience with the subject to be addressed.

**Task 0.3 Public Information Services** From our experience on numerous large and high-profile projects we are sensitive to the needs and concerns of the public, Federal, State, and local agencies and other project stakeholders. Our Resident Engineer and project site Inspector will meet with, coordinate, and communicate with property and business owners to advise them of current and upcoming construction operations and activities which may impact their operations such as access (ingress – egress).

#### Task 1.0: Preconstruction Phase

##### Task 1.1 File Review

As part of the plan review process, the Resident Engineer will review the Resident Engineer Pending File normally prepared by the Designer and contains design assumptions, quantity calculations, geotechnical and materials information, environmental studies, environmental commitment record, 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.

### Task 1.2: Contract Documents and Reference Manuals

The Resident Engineer and Inspectors will use applicable specifications, manuals and documents to administer the project. These documents include and are not limited to:

- Contract Documents (PS&E)
- Geotechnical Report
- Design Hydraulic Study
- Foundation/Materials Report
- Environmental Commitments Record
- Construction contractors bid documents

We will also review permits secured for this project including but not limited to: California Department of Fish and Wildlife (1602, stream-bed alteration agreement)

- North Coast Regional Water Quality Control Board Water Quality Certification (Section 401 of the Clean Water Act)
- U.S. Army Corps of Engineers
- ESA Biological Opinions (MMFS/USFWS)

Lastly, we will review applicable reference manuals and documents including:

- Caltrans Local Assistance Procedures Manual (LAPM)
- Caltrans Construction Manual
- Caltrans Standard Plans and Specifications (2018)
- Manual on Uniform Traffic Control Devices (MUTCD)
- Caltrans Temporary Pedestrian Facility Handbook
- Caltrans Bridge Construction Records and Procedures Manuals
- Caltrans Foundation Manual
- Caltrans Trenching and Shoring Manual
- Caltrans Prestress Manual
- Caltrans Local Assistance Structure Representative Guidelines
- Caltrans Construction Manual Supplement for Local Assistance Resident Engineers
- Caltrans Storm Water Pollution Prevention Manuals
- Caltrans Falsework Construction Manual
- Caltrans Bridge Deck Construction Manual

**Task 1.3: Document Existing Site Conditions** Prior to construction, the Resident Engineer or Inspector will photograph and video the entire project including surrounding properties to develop an “as-is” condition record. The photographic record will include the use of unmanned aerial vehicles (UAV or Drone) and will include an orthomosaic image of the entire project site to review against images during construction. 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.



#### Task 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, and other interested parties to discuss the project and the work involved. This conference will also provide a forum for answering questions from the contractor and other stakeholders and address issues and coordination that must be performed before work begins. Either the Resident Engineer or 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
- WPCP/SWPPP
- Submittals and Working Drawings
- Requests for Information (RFIs)
- Dispute/Potential Claims Processes
- Utility Coordination
- Safety
- Stage Construction Operations

**Ghirardelli provides comprehensive construction management services, covering preconstruction meetings, scheduling, communication, progress reporting, document processing, payments, compliance, records, change orders, meetings, labor, and budget tracking.**

- Labor Compliance
- Progress Payment
- Control of Materials
- Surveying and Staking
- Project Coordination (Designer & Stakeholders)
- Changes and Extra Work
- Public Relations

#### Task 2.0: Construction Phase

Nathaniel our Resident Engineer will oversee contract administration of the entire project and will be assisted by Alfred, our designated Structures Representative who will oversee the technical aspects of the structural bridge components of the project. Nathaniel, assisted by Nathan, will provide all Resident Engineering and Office Engineering duties for the project.

##### Task 2.1: Field Office

The Resident Engineer will setup and maintain electronic project files utilizing the Caltrans Standard Construction File Management System per the Caltrans LAMP and Construction Manual. These files will be available to the County project manager and any other County staff as requested.

Our staff is equipped with laptop computers, combination printer/copier/scanner, and Wi-Fi devices for maximum efficiency in their assignments. In essence, our staff's field vehicles are mobile offices.

### Task 2.2: Coordination

The Resident Engineer will be the main point of contact and will keep County staff fully informed of project progress, issues encountered and resolution, and verifying work completion per County requirements. Our Resident Engineer 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 duration of construction operations.

The Resident Engineer or Inspector will coordinate with the contractor to advise adjacent property owners or business of work shift hours and construction activities which may impact ingress or egress to their properties and will continue coordination to minimize impacts.

### Task 2.3: Contract Administration

Under the direction of the Resident Engineer, each member of our construction management staff will prepare a daily report on each day's activities. In addition, our Construction Inspector will provide daily quantity calculations for progress payments each day measurable work is completed. Our Resident Engineer will produce a daily resident engineer's report, summarizing the day's work progress, pertinent conversations with the contractor or County staff, and other noteworthy occurrences.

### Task 2.4: Daily Administration

The Resident Engineer will manage the day-to-day project administration. The Resident Engineer, as appropriate, will be the first point of contact with the contractor, representing the County and the construction management team. The Resident Engineer will:

- Provide written field direction in memorandum form to the contractor, when necessary.
- Prepare letters 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 construction inspection, as required.
- Coordinate and review field materials sampling and testing activities to be performed by the County's materials testing staff or subconsultant materials testing firm. For this pursuit, we have secured the services of Crawford.
- Schedule construction staking and surveying to be performed by the County's consultant surveyors.
- 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 preparation of monthly progress pay estimates.
- Review labor compliance documents.
- EEO and DBE interviews, tracking and reports.
- Prepare punch lists, as necessary.
- Coordinate for inspection, sampling, and testing of manufactured and prefabricated materials. Subconsultant **Albat** will prepare the Source Inspection Quality Management Plan (SIQMP), perform inspections at the source(s), and coordinate for required testing of components.





Our Resident Engineer/Structures Representative will provide guidance to the field inspector regarding structures inspections and perform technical submittal reviews, as necessary, including:

- Independent analysis and approval of formwork, falsework and scaffolding plans.
- Structure concrete mix designs.
- Welding Quality Control Program
- Review of contractor shop drawings for all structures work.
- Review and approval of plans and programs to include: CIDH pile operations, shoring plans, cofferdam designs, water diversion plans, rebar coupler/splice plans, etc.
- Scheduling for materials testing of all structures work by the County materials laboratory personnel or subconsultant materials testing firms to include SIQMP.
- Coordinating construction surveys and staking, to include checking all structure related surveys.
- Coordinating RFIs related to structures work with County staff, the designer of record or other stakeholders.
- Structures redlines for as-built drawings.
- Report of completion documents related to all structures work.

#### Task 2.5: 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 will be prepared summarizing 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.

#### Task 2.6: Monthly Progress Payments

The Resident Engineer and/or Office Engineer will prepare a monthly progress payment estimate that includes the quantity and amount to be paid, quantity and amount paid to date, and the quantity and amount remaining for each contract item and change order. Extra work bills will be checked with approval based on the specific change order, inspectors daily report, certified payroll records, and the Caltrans labor surcharge and equipment rental rates publication, and appropriate markups.

Partial payment for materials on-hand (MOH) for materials listed in the contract special provisions will be reviewed to verify that invoices are valid and correct, the materials meet the project specifications and are secured at the project or approved site. MOH balances will be adjusted as Item Payments are released or additional materials are purchased. The estimate will be prepared using a County approved formatted spreadsheet (such as the ones used for the Humboldt Bay Trail, Swain Slough, and Williams Creek Bridge Replacement). We will submit source documents justifying the quantities to be paid and copy of the current extra payment summary for each change

order with each progress estimate.

The Resident Engineer and Inspectors 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 counts to document the exact quantity(s) of work items performed each progress pay period, usually each month with a cutoff date agreed to by the County and contractor. These source documents will be filed in the project records and will be the basis for payment and 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 summaries, and minutes of the past months meeting will be provided to the County staff for review.

#### Task 2.7: Scheduling

We will continually review the plans, specifications and permits to determine if the contractor is correctly constructing the project complying with the intent of the County. We will look ahead to prepare for specific project tasks to protect the County against defects and deficiencies resulting from inferior workmanship and materials. We realize that closely adhering to the plans, details and all applicable specifications is vital to properly construct and administer the project. Some of our efforts will include, maintaining continuous agency coordination, issuing notices of non-compliance, maintaining strict adherence to all local policies, reviewing construction operations daily, reviewing disputes and potential claims, and adhering to applicable County and Federal standards and construction guidelines.

#### Task 2.8: Punch-Lists

As work in each phase of construction nears completion, we will create a punch-list with input from County staff. As the project nears completion, we will submit a final punch-list, including all incomplete work on previous punch lists, 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, and Record Drawings (As-Built) separate from the contractor's set.

Our Project Manager, Nathan will regularly review the project site and records and report any concerns to the Resident Engineer.

#### Task 2.9: Labor Compliance/EEO/ Apprenticeship Programs

We will maintain a log tracking the prime contractor's and subcontractor's certified payroll submittals and supporting documentation such as fringe benefit statement, apprenticeship programs, etc. We will check the certified payrolls against the Inspector's daily reports to verify that employees are receiving compensation at an appropriate number of hours in compliance with the California Department of Industrial Relations (DIR) Prevailing Wage Determination for the various crafts (i.e., laborer, operation engineer, cement mason, teamster, carpenter, etc.).

We will report any discrepancies to the prime contractor for resolution. Should any issue not be rapidly resolved, we will notify the County, and if necessary, place a temporary administrative deduction on the contractor's 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 will conduct periodic employee interviews using LAPM **Exhibit 16-N** Employee Interview: Labor Compliance / EEO form. At a minimum, we will conduct one

interview per month, per craft for the Prime contractor's and subcontractor's workforce on the project. The Resident Engineer will review and sign the completed interview forms. Any issues or discrepancies discovered during the interviews will be investigated by the construction management staff and reported to the County.

We will secure and file documentation for any apprentices or trainees employed on the project and review them to verify that workers are enrolled in an apprenticeship or trainee program approved by the Department of Labor Standards or DIR. Training reports, pay, and fringe benefit rates verification will be documented in the project records. These records will be used to support reimbursement (\$0.80 per hour) to the Contractor for employees participating in an approved training program.

#### Task 2.10: Construction Status/Weekly Coordination Meetings:

The Resident Engineer and construction management staff will conduct weekly scheduling and coordination meetings with the contractor, County staff and other project stakeholders as required. The Resident Engineer assisted by the Office Engineer will prepare and distribute weekly project meeting agendas and minutes to attendees, County staff, and designer. The topics covered at the meeting may include:

- Three-week look-ahead schedule
- Overview of schedule performance
- RFI status
- Submittal, working drawing, programs status, including the status of repeat or revised documents
- WPCP or SWPPP status
- Environmental stewardship
- Change order/extra work status
- Review of unresolved issues (old business)
- Review of current issues (new business)
- Review of safety issues
- Control of materials- Notice of Materials to be Used, certificates of compliance, test results and SIQMP

#### Task 2.11: Scheduling Materials Testing and Construction Survey

We have partnered with Crawford to provide as needed field materials testing and construction. Should the County's materials laboratory staff be unavailable to support the project due to other commitments, our team can cover the work. Although not specifically required in the RFQ, Ghirardelli is prepared to provide Gamma-Gamma testing if requested.

#### Task 2.12: Safety Meetings

Ghirardelli utilizes an online, weekly tailgate safety meeting that all employees are required to participate in. In addition to these on-line meetings, our staff will attend any contractor tailgate safety meetings, and all task-specific safety meetings.



### Task 2.13: Pre-Activity Meetings

We recommend conducting pre-activity meetings to discuss submittals, detailed planning and coordination, scheduling, traffic controls, WPCP/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 maybe conducted are:

- Bridge removal/demolition operations.
- Construction of engineered shoring systems.
- Field welding operations.
- Water diversion operations.
- Dewatering operations.
- HMA paving operations.
- Bridge deck post-tensioning operations.
- Pile driving operations.

### Task 2.14: Contractor Requests for Information (RFI)

As the work progresses, the contractor may submit RFIs which may be an actual request for information, notice of a differing site condition, or request a change. These requests will be forwarded to the appropriate party(s) for review and the response provided to the contractor in a timely manner.

The Resident Engineer will carefully monitor all Requests for Information (RFI), then review, distribute, and track progress. Although this is a routine function on any construction project, the key to success is promptly reviewing and responding to RFIs so that the owner's interests, cost and schedule are kept in consideration. By closely monitoring and coordinating RFI follow-up, we will help to prevent potential delays and/or changes to the project schedule or scope. Either the Resident Engineer, or their designee will maintain document control logs.

### Task 2.15: Project Submittals/Correspondence

All project submittals will be logged into the Resident Engineer's office. One set of the submittal will be retained in the field office for record keeping. A set will be sent to the design engineer for review and mark-up. Others will be routed to the appropriate personnel as required and the County, with a statement identifying when the submittal should be returned to the Resident Engineer's office. Submittal tracking will be part of the progress meetings and will be tracked by our staff.

If the reviewers are unable to complete their analysis within the specified time frame, the Resident Engineer will call for a special

meeting with all parties involved to determine a solution.

The Resident Engineer will carefully monitor all submittals and correspondence from the contractor, then review, distribute, and track progress. Although this is a routine function of any construction project, promptly reviewing and responding to submittals is critical to protecting the owner's interest and managing project cost and schedule. By closely monitoring and coordinating submittal follow-up, we will help to prevent potential delays and/or changes to the project schedule or scope.

We will maintain document logs to track correspondence, submittals, RFIs, change orders, disputes, and potential claims.

Examples of contractor submittals which will be reviewed include:

- Traffic Management Plans
- Baseline CPM Schedule and Monthly Updates
- Quality Control Plans
- WPCPs and SWPPPs
- Hot Mix Asphalt Job Mix Formulas (HMA JMFs)
- PCC Mix Designs
- Bridge Working Drawings and Plans
- Hazardous Waste Management Plans
- Notice of Materials to be Used
- Subcontracting requests
- Welding Quality Control Programs
- Schedule of Values for Lumps Sum Items
- Payment for Materials On-Hand Requests
- Value Engineering Change Proposals

#### Task 2.16: Shop Drawings and Plans

We will review all shop drawings and make recommendations on if they conform to the contract documents intent. We will forward copies to the appropriate reviewers, such as the designer (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. The Resident Engineer and/or the Office Engineer will maintain a submittal log for each document to monitor

the review process and verify timely review and approval and, verify the documents is approved within a specified or stipulated timeframe. Examples of anticipated contractor shop drawing and plans include:

- Prestress systems
- Pedestrian Railing
- Pile Placement Plans
- Steel truss construction plan
- Field Welding Plans

#### Task 2.17: Materials Sampling, Testing, and Plan Inspection

The contractor is required to submit a quality control program (QCP) in accordance with Section 6-02.02B of the Standard Specifications. Once approved, the QCP will be distributed to the inspection and materials testing staff to complete their quality assurance activities and to prevent the County's or consultant's materials testers from performing QC testing which is the contractor's responsibility. Also, the construction management staff will monitor the contractor's QC inspection activities to confirm their program is effective. The contractor will be notified immediately should their program not be implemented properly or ignored.

The Resident Engineer or inspector will coordinate necessary quality assurance materials testing and inspection for the project with the County's materials laboratory or consultant materials testing firms. Testing frequencies and methods are performed per the County's Quality Assurance Program (QAP) and Caltrans LAPM. The materials testers will provide the necessary sampling, testing and plant inspection services. As necessary, they will verify Hot Mix Asphalt Mix (HMA) Job Mix Formulas and PCC Mix Designs (trial batches).

Examples of materials which will be sampled and tested at County's or subconsultants' laboratory include but are not limited to:

- Hot Mix Asphalt
- PCC Concrete
- Native Subgrade Materials
- Aggregate Bases



**Swain Slough Bridge**  
Our RE/Inspectors are providing services on Humboldt's County bridge replacement project.

### Task 2.18 Materials Source Inspection

Materials inspected off-site may include:

- Precast Bridge Components
- Anchor Bolts
- Metal Railing

Our subconsultant partner, Albat, has an assigned Materials Engineer who will prepare and implement a project specific Source Inspection Quality Management Plan (SIQMP) for materials to be sampled and or inspected at the point of manufacturer.

Our team will develop the necessary SIQMPs to include coordination of specialty destructive and nondestructive testing by the appropriately certified materials laboratories. As required monthly progress reports will be prepared for the County's review and a final report prepared upon completion of the source inspection activities. **Section 6-2.01E, Material Source Inspection and Testing**, provides for source inspection expense deductions as reimbursement for travel expense associated with travel in excess of 300 air-line miles.

### Task 2.19: Material Test Data and Certificates of Compliance

The Resident 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. We will obtain certificates of compliance for all materials required by the project specifications.

For federally funded projects, **Section 6-1.04, Buy America, of the Standard Specifications** requires that steel and iron materials be melted and manufactured in the United States, except a small amount, less than 0.1 percent of the total bid or \$2,500, may be incorporated in the work. We will verify that all steel, iron, and Crub Rubber materials are certified as appropriate.

Examples of materials which are accepted based on certificates of compliance and inspected and released at the project site include:

- Rebar
- Drainage/Under-drain Pipe (metal, concrete, plastic, PVC, etc.)
- Metal Beam Guard Railing and Terminal Systems
- Mineral Admixtures for Concrete
- Chemical Admixtures for Concrete
- Hydroseed – Fiber, Mulch & Fertilizer
- Elastomeric Bearing Pads
- Sheet Metal
- Structural Shape Steel
- Thermoplastic Traffic Stripe Material
- Glass Beads
- Delineators and Object Markers
- Geocomposite Drain
- Geotextiles and Filter Fabrics
- Misc. Metal
- Erosion Control Materials – Fiber Rolls and Silt
- Fence
- Electrical Pull Boxes, Conduit, and Conductors

### Task 2.20: Construction Surveying and Staking

It is anticipated that the County will provide construction staking for the contractor, or require the contractor to provide construction staking. Our staff will coordinate with County Staff or the County's on-call surveying consultants for construction staking and surveying. Our Inspectors will be responsible for grade checking for the construction operations. Stakes, marks, and data provided to the construction manager consultant will generally follow the guidance in Chapter 12 of the Caltrans Surveys Manual. During construction operations, the inspection staff will check the contractor's work including stakes, marks, project control (horizontal & vertical), temporary benchmarks, etc. Our staff will have access to precision and laser level instruments and total stations at the project site.

Our Resident Engineer/Structure Representative or Inspector will be responsible for coordinating and checking for the surveying and staking associated with structures including bridge abutments, piers, retaining structures, etc. As required, Crawford can perform as-built surveys and surveys for documentation of new survey monuments to include preparing mapping and records to be submitted to the County surveyor.

### Task 2.21: Construction Inspection

Adhering to the plans, details, and all applicable specifications is required 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 including County, Caltrans, and FHWA. Construction Inspectors have been selected based on experience and skill sets applicable to the project scope including ability to work extended shifts (long hours) and weekends, if required. Once an Inspector

is assigned to a project or operation, they will remain on assignment until completion of the project or released by the County Project Manager.

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

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

### Task 2.22: Safety

Our Resident Engineer and inspection staff will conduct and document project safety meetings. 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 (CalOSHA) 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. We will develop a project-specific code of safe practices for all team members and visitors to the project site to review and sign. Examples of safe practices include:

- 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
- Excavation Shoring Systems
- Fire safety - cutting and welding
- Impalement Protection
- Underground utilities - contact USA before performing excavation
- Compliance with CalOsha Construction Safety Orders
- Work Over Water

The Resident Engineer will review and inspect the contractor's trench excavation and shoring in per CalOSHA 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 regarding our findings.

Internally, the Resident Engineer will walk the project as necessary, to monitor and identify safety issues. In addition, our inspectors will review their portion of the work every day.

#### Task 2.23 Environmental and Permitting Requirements

The Resident Engineer and Inspectors will thoroughly review the project-specific environmental commitments record, environmental permits, CEQA and NEPA documents for the project and become familiar with any environmentally sensitive areas (ESAs), required mitigation, protected species, etc. During construction, our staff will

monitor the contractor's compliance with the contract's environmental provisions.

#### Task 2.24: Water Pollution Control (WPCP/ SWPPP)

Our Resident Engineer and inspection staff have received training on the most recent NPDES General Permit issued by the California State Water Resources Control Board. Our staff will verify that the Contractor complies with the provisions of the approved WPCP or SWPPP and general permit including installing and maintaining BMPs, inspections, and program updates as required to changing operations and site conditions. As necessary, our staff will inspect BMP construction and records.

**Many of our assigned staff are certified QSP/QSDs, including our assigned Project Manager, Resident Engineer and other staff.** Our team and site inspectors, are well versed in the guidelines of the current NPDES General Permit issued by the California State Water Resources Board. We will confirm that the site is maintained in full compliance with the approved SWPPP at all times. For all risk levels, our 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 or standard specifications. Our team understands that effective stormwater management is an iterative process that requires continually assessing and modifying actions to properly

manage the site including associated staging area(s). We will utilize amendments to the SWPPP, specific to each phase of construction to manage the required BMP installations and document the adjustments made to support the work. Our project staff will coordinate with the County's Project 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.

**Task 2.25 Environmental Stewardship Section 14, Environmental Stewardship, of the Standard Specifications** contains many requirements associated with environmental compliance and environmental resource management. Our Associates receive training specific to the requirements of Section 14 and support efforts to protect environmental and cultural resources including social economical impacts associated with certain construction operations. Section 14 provides for the protection and management of resources including:

- Environmental sensitive areas
- Archaeological resources
- Native American concerns
- Species protection
- Noise and vibration
- Hazardous waste management
- Air Quality

**Task 2.26: Change Orders**

The Resident Engineer or Office Engineer will prepare change orders, as necessary. Change orders will be prepared per the Caltrans Construction Manual, Caltrans Local Assistance Procedures Manual and the County Project Manger's instructions. Although we have completed several projects for the County, the Resident Engineer will seek guidance from the County's Project Manager to confirm the County's policy and procedures for preparing, processing and approving change orders. Change order approval or authority to proceed will be secured from the County before any work on the requested change is performed.

**Task 2.27: Project Budget/Contingency Balance**

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

**Task 2.28: Structures Technical Tasks**

The Structure Representative ensures that all cast-in-drilled-hole (CIDH) piles are constructed in accordance with contract requirements as well as the Construction Manual, Bridge Construction Records and Procedures, Foundation Manual and Standard Specifications. Field work includes verifying pile layout, preparing a numbering system for piles in each footing, verifying that pile cutoffs are permissible, and coordinating with the designer on any changes to piling. In addition, the Structure Representative will document the construction of each pile on Form DC-SC78A, ensuring the depth, diameter and quality of drilled holes conforms to contract requirements, and coordinate acceptance testing of the piling. Of particular note, for wet hole piles constructed under the slurry displacement method, the Structure Representative will ensure the contractor submits a placing plan and mitigation plan for review and approval.

**Task 2.29: Shoring Systems**

The Structure Representative will review, perform independent analysis, approve, and inspect excavation shoring and cofferdam systems, including engineered systems, per the Caltrans Trenching and Shoring Manual and CalOSHA Construction Safety Orders.

**Task 2.30: Temporary Bridges**

Our Resident Engineer and Structure Representative will inspect the contractor's temporary bridge to ensure it can be used for



## Calpella Two Bridges Replacement

Our Project Manager is providing services on this \$26 Million double bridge replacement project.

public transportation. The temporary bridge will be removed for the winter months and set up again for the following phase.

### Task 2.31: Bridge Removal/Demolition Plans

The Resident Engineer/Structure Representative will review and approve the contractor's bridge removal/demolition plans to verify compliance with the construction plans, CalOSHA 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 for cutting existing metal components and fasteners and separating concrete components, disposal location for treated timber ties, concrete and rebar materials, protective cover for the river.

### Task 2.32: Concrete Mix Designs

The Structure Representative and field staff will verify that concrete delivered for the various structures and components complies with the approved mix design(s). We will check the constituent weights and volumes published on the batch tickets to verify compliance with the mix design. Any member of our staff can check the contractor's concrete mix design for compliance with Section 90 of the standard specifications. Concrete pour records will be prepared for each concreted placement operation. A list of approved mix designs will be maintained and distributed to the inspection staff, materials testers, and contractor.

### Task 2.33: Formwork Systems

Our Resident Engineer/Structure Representative may request and review formwork designs to confirm that the forming system design and designated materials will withstand the forces imposed by fluid concrete without failure, excessive settlement, or deformation. The contractor may need 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.

### Task 2.34: Falsework

The Resident Engineer/Structure Representative will perform an independent analysis and approve the contractor falsework working drawings in conjunction with the designer review. In addition to inspecting bridge falsework construction and removal, our staff will review subsequent amendments to the work in per the **Caltrans Falsework Manual**. Our staff will verify that the contractors' 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.

### Task 2.35 Joint Seal Calculations

The Resident Engineer/Structure Representative will verify the joint seal gap is temporarily blocked out with polystyrene/hardboard during abutment backwall and approach slab construction per **Caltrans**



**Standard Plan Detail B6-21.** We will also determine the Joint Seal groove (saw cut) width based on the seal 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 Resident Engineer/Structures Representative to complete the saw cut width calculation, which is provided to the contractor.

### Task 2.37: Dispute Resolution and Potential Claims Management

Disputes and potential claims are normally prevented by partnering and developing a transparent relationship with the contractor to establish effective 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. 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 Resident Engineer 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 that the administrative processes for dispute resolution and potential claims are followed, and appropriate documents are prepared, collected and filed to prepare for further claims processes or litigation.

The Caltrans Standard Specifications provide for alternative dispute resolution (ADR) process which includes a Dispute Resolution Advisor (DRA) for contracts with a bid value between \$3 million and \$10 million and a Dispute Resolution Board (DRB) for contracts with a total bid value of \$10 million or greater.

Our Project Managers and many of our Resident Engineers are experienced in both processes. We can set-up the appropriate process for a qualifying contract, schedule the necessary meeting and hearing to include preparing position papers and conducting power point presentations for the advisor or board. Ghirardelli is currently performing CPM schedule and Claims support services for Caltrans District 1 and 3 including ADR.

### Task 3.0: Post Construction

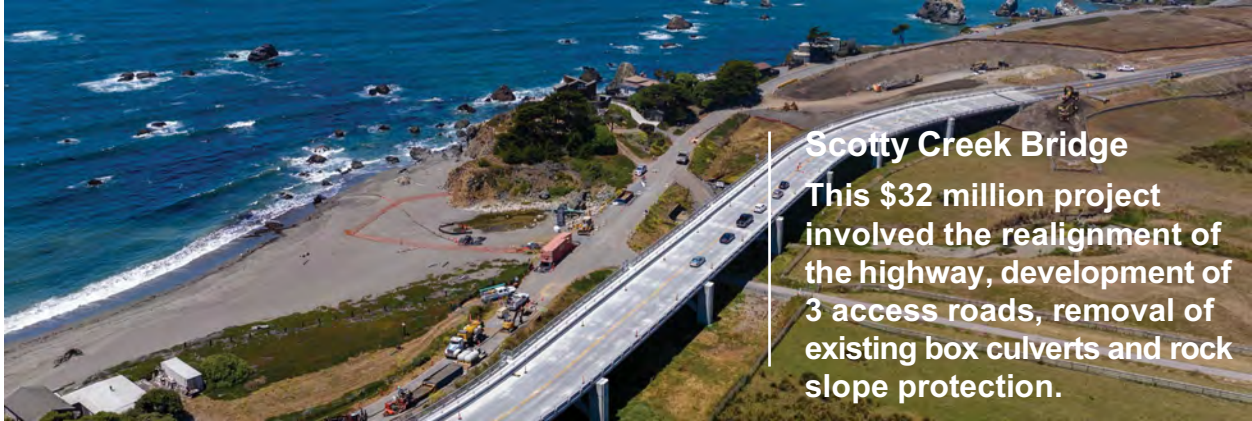
#### Task 3.1: Claims Management

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 a rapid resolution, if possible. Current



**UAV imagery (above) can identify conflicts with existing utilities and infrastructure and provide more thorough pre-construction condition documentation.**





**Scotty Creek Bridge**  
 This \$32 million project involved the realignment of the highway, development of 3 access roads, removal of existing box culverts and rock slope protection.

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.

**Task 3.2: Project Closeout**

Our project team will work closely with the design engineer, County staff and other stakeholders to verify that the project closeout proceedings are performed quickly, accurately and consistently, per all pertinent policies and procedures. We will review and monitor the contractor’s closeout submittal information including “as-built” documentation, warranties, guarantees, bond reduction, punch list preparation, etc. Also, the Resident Engineer will prepare and submit the following documents in per 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)

**Task 3.3 As-Build 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.

**Task 3.4 Completion Reports**

The Resident Engineer will prepare completion reports for the bridge and roadway construction utilizing the report formats and guidelines in the following Caltrans Manuals: Local Assistance Procedures, Construction, and bridge records and procedures. As-built tieback or ground anchor drawings, As-built post tensioning system drawings, pile driving records, completed joint seal calculations, and post tensioning strand elongation calculations will be submitted with the report(s).

**Task 3.5 Contract Records**

Under the direction of the Resident Engineer, construction management 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 certificates of compliance, material tests and summaries, 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 & SCHEDULE OF WORK**

**SAMPLE COST PROPOSAL 1** (Page 1 of 3)

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

(DESIGN, ENGINEERING, AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Consultant Ghirardelli Associates

Project No. BRLS-5904(024)

Contract No. 594055

Date 12/19/23

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager/Contract Manager *	Nathan Hayler, PE	80.0	\$ 103.00	\$ 8,240.00
Resident Engineer *	Nathaniel Steen, PE	1,260.0	\$ 95.00	\$ 119,700.00
Construction Inspector (ST) */**	Chase Richardson	2,560.0	\$ 75.98	\$ 194,508.80
Construction Inspector (OT) */**	Chase Richardson	290.0	\$ 112.04	\$ 32,491.60
Construction Inspector (ST)	Jennifer Karthik	80.0	\$ 74.85	\$ 5,988.00
Construction Inspector	Wyatt Coonrod	0.0	\$ 78.83	\$ -
Construction Inspector	Emerson Church	0.0	\$ 75.98	\$ -
Construction Inspector/Office Engineer - SWPPP	Jaimie Azvedo, PE	20.0	\$ 77.45	\$ 1,549.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Total:		4,290.0		\$ 362,477.40

**LABOR COSTS**

a) Subtotal Direct Labor Costs	\$ 362,477.40
b) Anticipated Salary Increases (see page 2 for calculations)	\$ 6,524.59
<b>c) TOTAL DIRECT LABOR COSTS [(a) + (b)]</b>	<b>\$ 369,001.99</b>

**INDIRECT COSTS**

d) Fringe Benefits	Rate: <u>34.34%</u>	e) Total fringe benefits [(c) x (d)]	\$ 126,715.28
Overhead (Claiming SHR Rate)	Rate: <u>88.20%</u>	g) Overhead [(c) x (f)]	\$ 325,459.76
h) General and Administrative	Rate: <u>0.00%</u>	i) Gen & Admin [(c) x (h)]	\$ -
		<b>j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]</b>	<b>\$ 452,175.04</b>

**FIXED FEE**

<b>k) TOTAL FIXED FEE [(c) + (j)] x fixed fee</b>	<b>10.00%</b>	<b>\$ 82,117.70</b>
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**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Gamma Gamma Logging	1	LS	\$ 13,900.00	\$ 13,900.00
Biological Consultation Services	1	LS	\$ 23,270.23	\$ 23,270.23
				\$ -

**l) TOTAL OTHER DIRECT COSTS** \$ 37,170.23

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

Subconsultant 1: <u>AME (Structures Representative)</u>	\$ 199,050.47
Subconsultant 2: <u>Albat (Source Inspection)</u>	\$ 274,143.00
Subconsultant 3: _____	
Subconsultant 4: _____	
Subconsultant 5: _____	

**m) SUBCONSULTANTS' COSTS** \$ 473,193.47

**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** \$ 510,363.70

**TOTAL COST [(c) + (j) + (k) + (n)]** \$ **1,413,658.44**

**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 accept by Caltrans.
- Anticipated salary increases calculations (page 2) must accompany.

**SAMPLE COST PROPOSAL 1** (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
\$362,477.40		4,290.0		\$84.49	

**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	\$84.49		3.0%		\$87.03	Year 2 Avg Hourly Rate
Year 2	\$87.03		3.0%		\$89.64	Year 3 Avg Hourly Rate
Year 3	\$89.64		3.0%		\$92.33	Year 4 Avg Hourly Rate
Year 4	\$92.33		3.0%		\$95.10	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year	*	Total Hours per Proposal	=	Total Hours per Year	
Year 1	40%		4,290.0		1,716.0	Estimated Hours Year 1
Year 2	60%		4,290.0		2,574.0	Estimated Hours Year 2
Year 3	0%		4,290.0		0.0	Estimated Hours Year 3
Year 4	0%		4,290.0		0.0	Estimated Hours Year 4
Year 5	0%		4,290.0		0.0	Estimated Hours Year 5
Total	100%		Total		4,290.0	

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

	Avg Hourly Rate (calculated above)	*	Estimated hours (calculated above)	=	Cost per Year	
Year 1	\$ 84.49		1,716.0		\$144,990.96	Estimated Hours Year 1
Year 2	\$ 87.03		2,574.0		\$224,011.03	Estimated Hours Year 2
Year 3	\$ 89.64		0.0		\$0.00	Estimated Hours Year 3
Year 4	\$ 92.33		0.0		\$0.00	Estimated Hours Year 4
Year 5	\$ 95.10		0.0		\$0.00	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	\$369,001.99	
			Direct Labor Subtotal before escalation	=	\$362,477.40	
			<b>Estimated total of Direct Labor Salary Increase</b>	=	<b>\$6,524.59</b>	<b>Transfer to Page 1</b>

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.

SAMPLE COST PROPOSAL 1 (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 Services
- 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 Suconsultant Certifying:**

Name:	<u>Alain Charles</u>	Title*:	<u>Coporate Controller</u>
Signature:		Date of Certification (mm/dd/yyyy):	<u>12/28/23</u>
Email:	<u><a href="mailto:acharles@ghirardelliassoc.com">acharles@ghirardelliassoc.com</a></u>	Phone Number:	<u>408.435.5503</u>
Address:	<u>2055 Gateway Place, Suite 470, San Jose, CA 95110</u>		

\*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 this proposed contract:

Construction Management Services

COST PROPOSAL 4: FOR CONTRACTS WITH PREVAILING WAGES

ACTUAL COST PLUS FIXED FEE; SPECIFIC RATES OF COMPENSATION AND COST PER UNIT OF WORK CONTRACTS

Please Note: Consultant completes all items in yellow highlight

CONSULTANT Ghiesse Associates

PRIME X SUB

CONTRACT TYPE A&E

(LIST ONE OF THE ABOVE LISTED CONTRACT TYPES)

PROJECT NO. RRLS-6904(024) CONTRACT NO. 594055 DATE 11/16/25

Prime Consultant's Contract Amount \$

Loaded Rate Calculation table with formulas for Non-Exempt and Exempt employees.

Home Office Personnel and Field Office Personnel compensation breakdown table.

The PW differentials Delta Base and Delta Fringe shown in the formulas above for Loaded Billing Rates are applicable only when performing services covered under DIR determinations.

Main table with columns for Name/Classification, Home Office Personnel, Effective Date of Hourly Rate, Prevailing Wage Rate, Employee Actual Rate, DELTA (TOTAL), Applicable DELTA (TOTAL), DELTA (BASE), Applicable DELTA (BASE), and Loaded Hourly Billing Rates.

- 1. "NC" denotes No Charge for work more than 8 hours per day and for weekends and holidays for this contract only.
2. The billing rates shown in this cost proposal for field staff entitled for PW rates are calculated with estimated fringe benefits of the staff.
3. The employees' actual hourly rates shown in this cost proposal are the rates that were effective on xx/xx/xx.
4. Travel Time Charges: For Managers: On weekdays up to a maximum of 8 hours will be charged for work time, travel time or any combination of travel and work time.

## SAMPLE COST PROPOSAL 4: FOR CONTRACTS WITH PREVAILING WAGES

ACTUAL COST PLUS FIXED FEE; SPECIFIC RATES OF COMPENSATION AND COST PER UNIT OF WORK CONTRACTS

CONSULTANT \_\_\_\_\_ Ghirardelli Associates

PRIME\_X \_\_\_\_\_ SUB \_\_\_\_\_

CONTRACT TYPE \_\_\_\_\_ Construction Management A&E

PROJECT NO. \_\_\_\_\_ BRLS-5904(024)

CONTRACT NO. \_\_\_\_\_ 594055

DATE \_\_\_\_\_ 11/20/23

Total Other Direct Costs Amount \$ \_\_\_\_\_ 0

### SCHEDULE OF OTHER DIRECT COST ITEMS

Ghirardelli Associates, Inc.			Subconsultant's Name			Subconsultant's Name			Subconsultant's Name		
DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST
Special Tooling			Special Tooling			Communications			Special Tooling		
A.		n/a	A.			A. Printing & Reproduction *		N/C	A.		
B.		n/a	B.			B. Cell Phone		N/C	B.		
C.		n/a	C.			Computer			C.		
Travel			Travel			A. Laptop		N/C	Travel		Note 2
A. Per Diem		Note 2	A. Per diem per Caltrans guidelines		Note 2	Vehicles			A.		
B. Company Vehicles		N/C	B.			A. Vehicle		N/C	B.		
C. Personal Vehicles (Mileage)	mile	IRS Rate	C.			Delivery Services			C.		
Other						A. FEDEX/UPS/ IS Postal *		N/C	Vehicles		N/C
A. FCCM *	% Labor	0.04%				Miscellaneous					
* Facilities Capital Cost of Money (FCCM) will be billed as an Other Direct Cost based on the sum of actual hourly rates (AHR) of each employee (Emp) and the number of monthly hours billed (MHB) multiplied by the FCCM						A. Travel Expenses	Each	Note 2			
						* Extensive printing/shipping	Each	Actual			
<b>Subconsultant's Name</b>			<b>Subconsultant's Name</b>			<b>Subconsultant's Name</b>			<b>Subconsultant's Name</b>		
DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST
Special Tooling			Special Tooling								
A.			A.								
B.			B.								
C.			C.								
Travel			Travel								
A. Vehicle		N/C	A. Travel		Note 2						
B.			B.								
C.			C.								

Please Note: Consultant completes all applicable items and deletes what is not applicable

Important Notes:

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

# Abe Construction Services, Inc.

5111 Doolan Rd, Livermore, CA 94551 Phone: 925-944-6363 Fax:925-476-1588 Email: SA.ACS@ATT.net

December 11, 2023

## Estimate for CIDH Pile Testing Services Honeydew Bridge- Humboldt County, CA

Attn: Crawford & Assoc.  
Shawn Leyva

**Scope:** Perform GGL on 4 CIDH piles @ 60" D x 75'L w/ 5 tubes & 2 shafts @ 84"D x 103'L w/ 7 Tubes.  
Assume 3 trips and 3 reports.

QTY.	DESCRIPTION	RATE / UNIT	COST
<b>GGL FIELD TESTING</b>			
4	GGL Equipment/Logging Charge (60" shafts)	\$800.00 /pile	\$3,200.00
2	GGL Equipment/Logging Charge (84" shafts)	\$1,450.00 /pile	\$2,900.00
0	<b>Minimum daily field charge (Regardless of Piles/day)</b>	\$1,400.00 /day	\$0.00
0	Weekend/ holiday/ Special Shift Charge	\$400.00 /day	\$0.00
<b>REPORT / ANALYSIS/ ENGINEERING CHARGES</b>			
3	GGL or CSL Test Report submittals	\$700.00 / each	\$2,100.00
0	Caltrans PDDF Forms (If Required )	\$100.00 / each	\$0.00
?	Engineer for meetings,standby at site, Training, or Mitigation	\$200.00 /hr	?
0	Certified Payroll Reports (if required)	\$150.00 / each	\$0.00
<b>TRAVEL / MOB EXPENSES</b>			
3	Equipment Mobilization/vehicle/ travel costs	\$1,750.00 / each	\$5,250.00
3	Overnight charge out of town	\$150.00 /day	\$450.00
<b>Total Estimate</b>			<b>\$13,900.00</b>

### Notes & Terms:

- a) At least 7 days notice; the job may then be postponed with 24 hrs notice if necessary without charges.  
If we receive less than 7 days notice, additional mobilization expenses may be negotiated.
- b) Standby charge of \$200/ hr will be charged if engineer must wait for access to piles for testing
- c) Working conditions for our engineer which conform with OSHA requirements AND SAFE ACCESS TO PILES  
This quote is valid for 90 days.
- d) All PVC inspection tubes **must** be BLOWN DRY PRIOR TO TESTING AND SOUNDED WITH A DUMMY PROBE TO ENSURE THE TUBES ARE CLEAR AND STRAIGHT. THE DUMMY PROBE MUST BE A 60-INCH LONG BY 1.25-INCH PIECE OF STEEL PIPE AND PASS FREELY FROM TOP TO BOTTOM OF EACH TUBE.
- e) Quote assumes ACS insurance per attached certificate is acceptable as-is and that client will list ACS as a direct cost vendor rather than a sub-cunsultant/ sub contractor and that FAR Title 48 & 49 requirements do not apply to ACS.

**Please sign below indicating you accept the above rates and terms and agree to pay in full within 30 days of receipt of invoice. Please return signed quote by fax.**

This quote is valid for 90 days.

Company	Date
Print name & title	Signature





**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
\$87,500.00		1,100.0		\$79.55	

**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	\$79.55		4.0%		\$82.73	Year 2 Avg Hourly Rate
Year 2	\$82.73		4.0%		\$86.04	Year 3 Avg Hourly Rate
Year 3	\$86.04		4.0%		\$89.48	Year 4 Avg Hourly Rate
Year 4	\$89.48		4.0%		\$93.06	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year	*	Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	100%		1,100.0		1,100.0	Estimated Hours Year 1
Year 2	0%		1,100.0		0.0	Estimated Hours Year 2
Year 3	0%		1,100.0		0.0	Estimated Hours Year 3
Year 4	0%		1,100.0		0.0	Estimated Hours Year 4
Year 5	0%		1,100.0		0.0	Estimated Hours Year 5
Total	100%		Total		1,100.0	

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

	Avg Hourly Rate (calculated above)	*	Estimated hours (calculated above)	=	Cost per Year	
Year 1	\$ 79.55		1,100.0		\$87,500.00	Estimated Hours Year 1
Year 2	\$ 82.73		0.0		\$0.00	Estimated Hours Year 2
Year 3	\$ 86.04		0.0		\$0.00	Estimated Hours Year 3
Year 4	\$ 89.48		0.0		\$0.00	Estimated Hours Year 4
Year 5	\$ 93.06		0.0		\$0.00	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	\$87,500.00	
			Direct Labor Subtotal before escalation	=	\$87,500.00	
			<b>Estimated total of Direct Labor Salary Increase</b>	=	<b>\$0.00</b>	<b>Transfer to Page 1</b>

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)

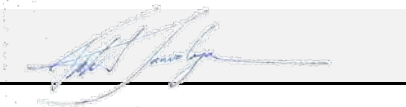
**Certification of Direct Costs**

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  
0
- 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:	<u>Tatevik Janvelyan, PE</u>	Title*:	<u>President</u>
Signature:		Date of Certification (mm/dd/yyyy):	<u>1/4/2024</u>
Email:	<u><a href="mailto:tatevik@albat.co">tatevik@albat.co</a></u>	Phone Number:	<u>323.459.7510</u>
Address:	<u>7317 Flowerwood Way, Sacramento, CA 95831</u>		

\*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 this proposed contract:

Source Inspection
-------------------



**SAMPLE COST PROPOSAL 1** (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>
\$	80,560.00		760.0		\$106.00	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	\$106.00		3.0%		\$109.18	Year 2 Avg Hourly Rate
Year 2	\$109.18		3.0%		\$112.46	Year 3 Avg Hourly Rate
Year 3	\$112.46		3.0%		\$115.83	Year 4 Avg Hourly Rate
Year 4	\$115.83		3.0%		\$119.31	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year	*	Total Hours per Proposal	=	Total Hours per Year	
Year 1	30%		760.0		228.0	Estimated Hours Year 1
Year 2	70%		760.0		532.0	Estimated Hours Year 2
Year 3	0%		760.0		0.0	Estimated Hours Year 3
Year 4	0%		760.0		0.0	Estimated Hours Year 4
Year 5	0%		760.0		0.0	Estimated Hours Year 5
Total	100%		Total		760.0	

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

	Avg Hourly Rate (calculated above)	*	Estimated hours (calculated above)	=	Cost per Year	
Year 1	\$ 106.00		228.0		\$24,168.00	Estimated Hours Year 1
Year 2	\$ 109.18		532.0		\$58,083.76	Estimated Hours Year 2
Year 3	\$ 112.46		0.0		\$0.00	Estimated Hours Year 3
Year 4	\$ 115.83		0.0		\$0.00	Estimated Hours Year 4
Year 5	\$ 119.31		0.0		\$0.00	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation		\$82,251.76	
			Direct Labor Subtotal before escalation		\$80,560.00	
			<b>Estimated total of Direct Labor Salary Increase</b>		<b>\$1,691.76</b>	<b>Transfer to Page 1</b>

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.

SAMPLE COST PROPOSAL 1 (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 Services
- 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 Suconsultant Certifying:**

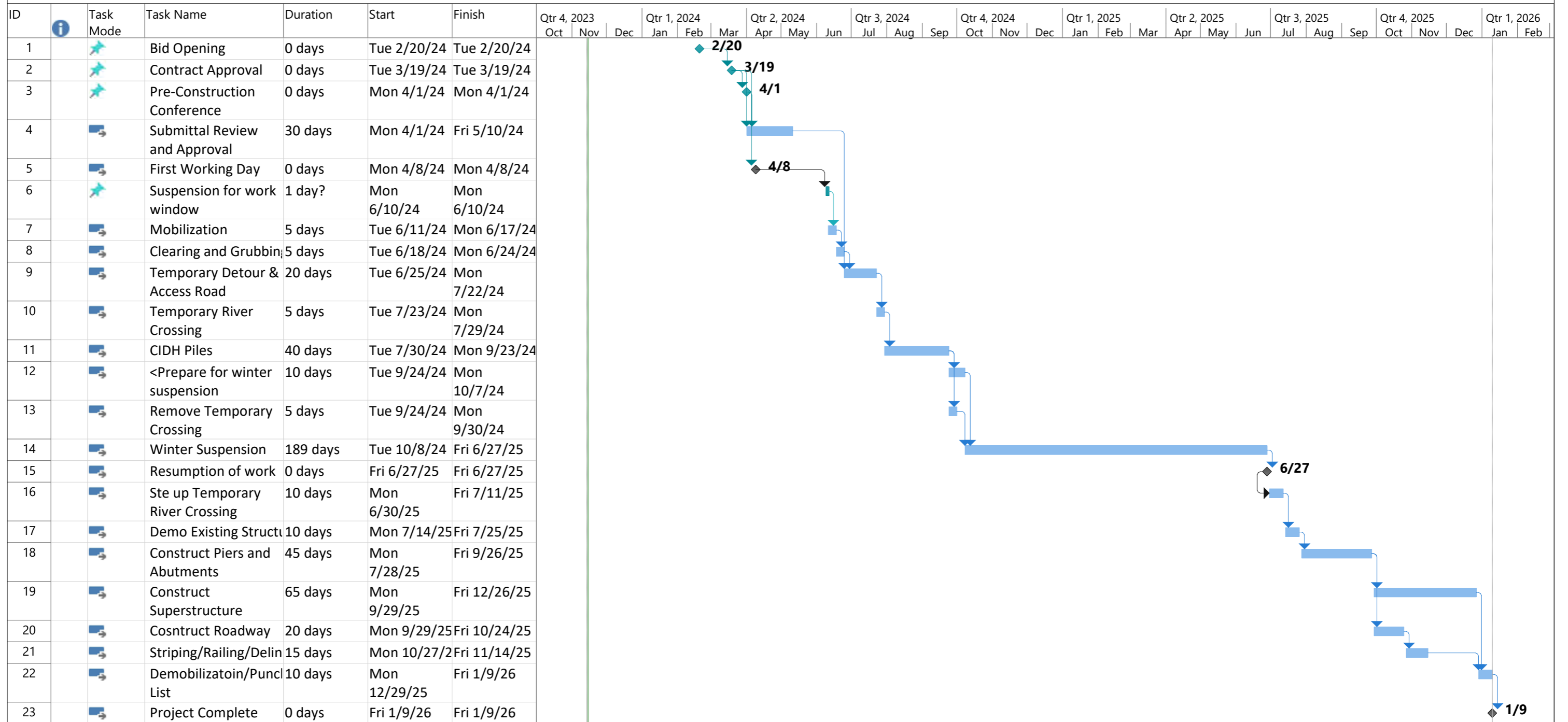
Name:	<u>Alfred Martinez</u>	Title*:	<u>Principal</u>
Signature:		Date of Certification (mm/dd/yyyy):	<u>11/20/23</u>
Email:	<u><a href="mailto:a1mar2tinez3@gmail.com">a1mar2tinez3@gmail.com</a></u>	Phone Number:	<u>(415) 680-5351</u>
Address:	<u>1408 Shotwell Street, SF CA 94110</u>		

\*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 this proposed contract:

Construction services which generally consist of the following: submittal review and approval; falsework and shoring review and approval; shop drawing, welding analysis, review and approval, progress and contract quantification and payment, safety plan analysis, implementation and monitoring. Concrete mix design review and associated testing, etc. Constructability review, CCO analysis, negotiation and or/payment, project scheduling and time impact analysis. Daily, weekly and monthly progress reporting. Environmental impact analysis and monitoring and impacts to water flow and the navigable channel.

Honeydew Bridge  
Conceptual CPM Schedule  
DPW 2023-004




Project: Honeydew Bridge Conc Date: Wed 11/15/23	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

**ATTACHMENT C – CONSULTANT PROPOSAL DBE COMMITMENT (EXHIBIT 10-01)**



**EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT**

1. Local Agency: Humboldt County Public Works 2. Contract DBE Goal: 19%  
 3. Project Description: Construction Management Service for the Honeydew Bridge Project  
 4. Project Location: Honeydew California  
 5. Consultant's Name: Ghirardelli Associates 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Structure Engineering Services	48310	Alfred Martinez Engineering; 1408 Shotwell St., San Francisco, CA 94110	14%
Source Inspection	47453	Albat; 7317 Flower Way, Sacramento, CA 95831	20%
<b>Local Agency to Complete this Section</b>			
17. Local Agency Contract Number: <u>594055</u> 18. Federal-Aid Project Number: <u>BRLS - 5904(024)</u>  Consultant's Ranking after Evaluation: <u>1</u>  Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		<b>11. TOTAL CLAIMED DBE PARTICIPATION</b>	34 %
21. Local Agency Representative's Signature: <u>Jeffrey A. Ball</u> 22. Date: <u>(707) 445-7377</u> 23. Local Agency Representative's Name: <u>Assoc. Civil Engineer</u> 24. Phone: 25. 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: <u></u> 13. Date: <u>12/5/2023</u> 14. Preparer's Name: <u>Charlie Hayler</u> 15. Phone: <u>916-472-9122</u> 16. Preparer's Title: <u>Division Director</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.

**INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT**CONSULTANT SECTION

1. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Location** - Enter the project location as it appears on the project advertisement.
4. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
5. **Consultant's Name** - Enter the consultant's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
8. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
9. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
10. **DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
11. **Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
12. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
13. **Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
14. **Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
15. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
16. **Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.


LOCAL AGENCY SECTION

17. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
18. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
19. **Proposed Contract Execution Date** - Enter the proposed contract execution date.
20. **Consultant's Ranking after Evaluation** – Enter consultant's ranking after all submittals/consultants are evaluated. Use this as a quick comparison for evaluating most qualified consultant.
21. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
22. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
23. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
24. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
25. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

**ATTACHMENT D – CONSULTANT CONTRACT DBE COMMITMENT (EXHIBIT 10-O2)**

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

1. Local Agency: Humboldt County Public Works 2. Contract DBE Goal: 19%  
 3. Project Description: Construction Mangement Services for the Honeydew Bridge Project  
 4. Project Location: Honeydew California  
 5. Consultant's Name: Ghirardelli Associates 6. Prime Certified DBE:  7. Total Contract Award Amount: \$1,413,658.44  
 8. Total Dollar Amount for **ALL** Subconsultants: \$496,463.70 9. Total Number of **ALL** Subconsultants: 3

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Structure Engineering Services	48310	Alfred Martinez Engineering; 1408 Shotwell St., San Francisco, CA	199,050.47
Source Inspection	47453	Albat; 7317 Flower Way, Sacramento, CA 95831	274,143.00
<b>Local Agency to Complete this Section</b>			
20. Local Agency Contract Number: <u>594055</u>			<b>14. TOTAL CLAIMED DBE PARTICIPATION</b>  \$473193.44  33%
21. Federal-Aid Project Number: <u>BRLS - 5904(024)</u>			
22. Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
23. Local Agency Representative's Signature <u>Jeffrey A. Ball</u>	24. Date <u>(707)445-7377</u>	15. Prepafer's Signature 	16. Date <u>12/5/2023</u>
25. Local Agency Representative's Name <u>Assoc. Civil Engineer</u>	26. Phone 	17. Preparer's Name <u>Charlie Hayler</u>	18. Phone <u>916-472-9122</u>
27. Local Agency Representative's Title		19. Preparer's Title <u>Division Director</u>	

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.

**INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT**CONSULTANT SECTION

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
- 8. Total Dollar Amount for ALL Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 9. Total number of ALL subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 10. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 12. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 13. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 14. Total Claimed DBE Participation - \$:** Enter the total dollar amounts entered in the "DBE Dollar Amount" column. **%:** Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 15. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 16. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 17. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 18. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 19. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 20. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 21. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 22. Contract Execution Date** - Enter the date the contract was executed.
- 23. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 24. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 25. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 26. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 27. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

**ATTACHMENT E – DBE INFORMATION, GOOD FAITH EFFORTS (EXHIBIT 15-H)**

**EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS**

Cost Proposal Due Date \_\_\_\_\_ PE/CE

Federal-aid Project No(s). \_\_\_\_\_ Bid Opening Date \_\_\_\_\_ CON

The \_\_\_\_\_ established a Disadvantaged Business Enterprise (DBE) goal of \_\_\_\_\_ for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer’s or bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions, **please attach additional sheets as needed:**

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates



- C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

H. Any additional data to support a demonstration of good faith efforts:

**ATTACHMENT F – DBE RUNNING TALLY OF PAYMENTS (EXHIBIT 9-F)**

### EXHIBIT 9-F: DISADVANTAGED BUSINESS ENTERPRISE (DBE) RUNNING TALLY OF PAYMENTS

Save this form using the following naming convention, [yyyymm]-[Prime's DUNS Number]-[ss].xlsx. [ss] is two digit sequential numbering, applicable when consultant or contractor has more than one 9-F form to complete per pay period. For example, a valid saved file could read: 202001-123456789-01.xlsx. Prime contractors/consultants are required to submit this form no later than the 10<sup>th</sup> of the following month, after submitting an invoice for reimbursement that includes a payment to a DBE. If no payments have been made, do not submit the form. Email this form to [Business.Support.Unit@dot.ca.gov](mailto:Business.Support.Unit@dot.ca.gov) with a copy to their local administering agencies. **Do not submit this form with the invoice, it will not be processed.**

(1) Reporting Period (mm-yyyy)			(2) Federal Aid Project Number			(3) Caltrans District			(4) Local Agency		
(5) Contract Number			(6) Total Contract Award Amount (\$)			(7) DBE Goal Percentage (%)			(8) DBE Committed Percentage (%)		
(9) Prime Contractor/Consultant DUNS Number			(10) Business Name			(11) Amount Prime Invoiced This Period (\$)			(12) Amount Paid to Prime To Date (\$)		(13) Prime Certified DBE?
(14) DBE Subcontractor/Subconsultant Name		(15) DBE Cert. Number	(16) Contract Type	(17) Date of Payment	(18) Amount of This Payment	(19) Amount Paid To Date	(20) Amount Committed To This DBE	(21) Comments			
Totals					\$0	\$0	\$0				

List all DBEs regardless of tier, whether or not the firms were originally listed in Exhibit 10-O2 or 15-G as a DBE commitment. If the actual DBE utilization was different than that approved at the time of award, provide comments in box (21). All payments reported, including payments to contractor/consultant, are for the date listed. Select the most appropriate contract type (Agent, Consultant, Joint Venture, Manufacturer, Prime, Regular Dealer, Subcontractor, Truck/Haul, Service Provider) for the DBE from dropdown list.

By executing this 9-F, Contractor/Consultant represents and warrants, under penalty of perjury, that:  
Contractor/Consultant contracted with the Disadvantaged Business Enterprise companies (DBEs) as set forth in their awarded bid on Contract number \_\_\_\_\_  
Contractor/Consultant paid the full amounts listed on their 9-F to the DBEs set forth in Contractor's awarded bid, without reduction or offset.

(22) Prime Contractor/Consultant Manager's Name (Print)			(23) Business Phone Number			(24) Date		

COPY DISTRIBUTION: Original - Prime Contractor/Consultant, Copy - E-mail: [Business.Support.Unit@dot.ca.gov](mailto:Business.Support.Unit@dot.ca.gov); Copy: Local Administering Agency

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

## Exhibit 9-F Instructions

### I. Purpose:

Title 49 of the Code of Federal Regulations (CFR), Part 26.37(c) requires recipients of federal-aid funding to “provide a running tally of actual attainments, including a means of comparing these attainments to commitments.” This requirement does not apply to projects that do not have any federal funding.

### II. Policy:

- A. To comply with 49 CFR 26.37(c), the prime contractors/consultants must complete the Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments and email it to [business.support.unit@dot.ca.gov](mailto:business.support.unit@dot.ca.gov) and their local administering agencies after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month. Submission of this Exhibit is required until all DBE subcontracting or material supply activity on the entire project is completed.
- B. Save this form using the following naming convention, [yyyymm]-[Prime's DUNS Number]-[ss].xlsx. [ss] is two digit sequential numbering, applicable when consultant or contractor has more than one 9-F form to complete per pay period. For example, a valid saved file could read: 202001-123456789-01.xlsx

### III. Instructions:

- (1) **Reporting Period (mm-yyyy):** Indicate the month and year of payments being reported.
- (2) **Federal Aid Project Number:** Enter the 7 digit federal-aid project number of the lead project on the contract. E.g. 5002(123) is a valid Federal-Aid Project Number.
- (3) **Caltrans District:** Enter the appropriate Caltrans District number as 1 through 12.
- (4) **Local Agency:** List the local agency's name.
- (5) **Contract Number:** List the local agency assigned contract agreement number.
- (6) **Total Contract Award Amount (\$):** Enter the total current contract award amount of the project.
- (7) **DBE Goal Percentage (%):** Enter the contract DBE goal percentage as it appears on the project advertisement.
- (8) **DBE Committed Percentage (%):** Enter percentage of the Prime contract committed to DBE firms.
- (9) **Prime Contractor/Consultant DUNS Number:** Enter the unique nine-digit Data Universal Numbering System (DUNS) that Contractors/Consultants should have in order to participate in Federally-funded contracts.
- (10) **Business Name:** List the name for the prime contractor/consultant as identified in Procedure 9 above.
- (11) **Amount Prime's Invoice This Period (\$):** Enter the total invoice amount that prime submitted for reimbursement this period.
- (12) **Amount Paid to Prime To Date (\$):** Enter the total payment that is paid to the Prime to date.
- (13) **Prime certified DBE:** Enter "Yes" if Prime Contractor/Consultant is certified DBE and "No" otherwise.  
DBE Prime contractor needs to fill in from procedure (14) to (21) for payments to DBE Subcontractors and DBE Prime's self-performing.

**Note:** For Procedures (14) through (21) below, insert rows as needed to list all DBEs included on Exhibits 10-O2 or 15-G, and any other DBEs that were utilized regardless of tier.

- (14) **DBE Firm name:** List the DBE's firm name.
- (15) **DBE Cert. Number:** List the DBE's certification number as listed in the California Unified Certification Program (CUCP) database.
- (16) **Contract Type:** Select the most appropriate Subcontractor's contract type (Agent, Consultant, Joint Venture, Manufacturer, Prime, Regular Dealer, Subcontractor, Truck/Haul, Service Provider from dropdown list.)
- (17) **Date of Payment:** List current check date when a check is issued to the DBE for work performed by the DBE.
- (18) **Amount of This Payment:** List the total amount paid to the DBE this period.
- (19) **Amount Paid to Date:** List the total amount paid to this DBE to date. This should be a total of past payments plus payment for the current work just invoiced to the Local Agency.
- (20) **Amount Committed to This DBE Firm:** Copy the information from the agency signed Exhibit 10-O2 or 15-G. If the listed DBE was not originally committed to, type "0."
- (21) **Comments:** Add appropriate notes if a DBE subcontract was terminated, a DBE subcontract was added, if change orders impacted the DBE's payments (include good faith efforts the prime contractor/consultant implemented), if task orders weren't issued, etc.
- (22) **Prime Contractor/Consultant Manager's Name:** Enter the manager's name of the prime contractor/consultant of the project.
- (23) **Business Phone Number:** Enter the manager's business phone number of the prime contractor/consultant.
- (24) **Date:** Provide the date this form was prepared.
- (25) **Copy Distribution:** The prime contractor/consultant will need to maintain a copy with the contract file (electronic and/or paper). The prime contractor/consultant will need to e-mail this form as provided in the Section II. Policy, paragraphs A as stated above. Local agency will need to keep a copy with the contract file.

**ATTACHMENT G – DBE COMMERCIALY USEFUL FUNCTION EVALUATION (EXHIBIT 9-J)**

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION  
**DLA DISADVANTAGED BUSINESS ENTERPRISE**  
**COMMERCIALLY USEFUL FUNCTION EVALUATION**

DOT LAPM 9-J (NEW 05/2023)

PROJECT DESCRIPTION	DISTRICT	FEDERAL PROJECT NUMBER
PROJECT LOCATION	COUNTY	LOCAL PUBLIC AGENCY (LPA)
CONTRACTOR NAME	AWARD AMOUNT \$	

Complete a Commercially Useful Function (CUF) evaluation for each Disadvantaged Business Enterprise (DBE) company performing on a federal-aid contract, with or without a DBE goal. Perform the evaluation at the beginning of the DBE's work, and continue to monitor the performance of CUF for the duration of the project.

**EVALUATOR INFORMATION**

EVALUATOR'S NAME	EMAIL ADDRESS	EVALUATION DATE
EVALUATOR'S TITLE	PHONE NUMBER	

**PRIME CONTRACTOR EVALUATION MEETING INFORMATION**

N/A

CONTRACTOR REPRESENTATIVE NAME	EMAIL ADDRESS	PHONE NUMBER
CONTRACTOR REPRESENTATIVE TITLE		

**DBE CONTRACT COMMITMENT**

DBE Total Contract Commitment	DBE Company Commitment	DBE Company Work Completed to Date
%    \$	%    \$	%    \$

**DBE COMPANY INFORMATION**

DBE COMPANY NAME	COMPANY EMAIL ADDRESS	COMPANY PHONE NUMBER
DBE COMPANY OWNER	DBE ADDRESS	
NAICS CODES	WORK CODES	
ADDRESS LOCATION	OPEN TO THE PUBLIC?	
<input type="checkbox"/> Storefront <input type="checkbox"/> Warehouse <input type="checkbox"/> Yard <input type="checkbox"/> Manufacturing Plant or Facility	<input type="checkbox"/> Yes <input type="checkbox"/> No	
DBE REPRESENTATIVE NAME	EMAIL ADDRESS	PHONE NUMBER
DBE REPRESENTATIVE TITLE		

BRIEF DESCRIPTION OF DBE'S SCOPE OF WORK *(Include the bid item number and item description)*

Attach a copy of subcontract agreement or purchase order as applicable.

**TYPE OF DBE**

DBE company is performing as:

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Prime Contractor (Section 1)   | <input type="checkbox"/> Trucking (Section 2)       | <input type="checkbox"/> Professional Services (Section 5) |
| <input type="checkbox"/> Subcontractor (Section 1)      | <input type="checkbox"/> Regular Dealer (Section 3) | <input type="checkbox"/> Broker (Section 6)                |
| <input type="checkbox"/> Tier Subcontractor (Section 1) | <input type="checkbox"/> Manufacturer (Section 4)   |  |

Complete the appropriate section to document the evaluation.



DISTRICT	FEDERAL PROJECT NUMBER	COUNTY	PROJECT LOCATION
CONTRACTOR NAME			DBE COMPANY NAME

**DBE COMMERCIALLY USEFUL FUNCTION EVALUATION DETERMINATION**

For the DBE performing a Commercially Useful Function, the DBE CUF evaluation identified:

- No Deficiencies  
 The Following Deficiencies:

Number	CUF Deficiency
1	SECTION
	QUESTION
	DESCRIPTION OF DEFICIENCY
2	SECTION
	QUESTION
	DESCRIPTION OF DEFICIENCY

For Commercially Useful Function full credit, the DBE CUF evaluation identified:

- No Inadequacies  
 The Following Inadequacies:

Number	CUF Inadequacy
1	SECTION
	QUESTION
	DESCRIPTION OF INADEQUACY

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION  
**DLA DISADVANTAGED BUSINESS ENTERPRISE**  
**COMMERCIALLY USEFUL FUNCTION EVALUATION**

DOT LAPM 9-J (NEW 05/2023)

DISTRICT	FEDERAL PROJECT NUMBER	COUNTY	PROJECT LOCATION
CONTRACTOR NAME		DBE COMPANY NAME	

**DBE CUF DETERMINATION**

- DBE is Performing a Commercially Useful Function**  
Based on the evaluation, the DBE is performing a Commercially Useful Function.
- DBE is Not Performing a Commercially Useful Function**  
Based on the evaluation, the DBE was not performing a Commercially Useful Function.

EVALUATOR NAME	SIGNATURE	DATE
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**CONTRACTOR CERTIFICATION**

LPA Evaluation

I certify under penalty of perjury that the information provided in this form is complete and accurate.

CONTRACTOR NAME	SIGNATURE	DATE
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**LPA VERIFICATION**

The information provided in this form has been verified to be complete and accurate.

**COMPLETENESS**

VERIFIED BY NAME - INSPECTOR	SIGNATURE	DATE
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**BASED ON CERTIFIED PAYROLLS**

VERIFIED BY NAME - RESIDENT ENGINEER	SIGNATURE	DATE
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**BASED ON ATTACHMENTS & DOCUMENTS**

VERIFIED BY NAME - DBE LIAISON	SIGNATURE	DATE
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**NO RESPONSES & CUF DETERMINATION**

VERIFIED BY NAME - EMPLOYEE IN RESPONSIBLE CHARGE	SIGNATURE	DATE
---	-----------	------

**RESIDENT ENGINEER CERTIFICATION**

I certify that I have reviewed the information submitted in this DBE CUF evaluation and have made the following CUF determination:

- DBE is Performing a Commercially Useful Function**
- DBE is Not Performing a Commercially Useful Function**

RESIDENT ENGINEER NAME	SIGNATURE	DATE
------------------------	-----------	------

**ADA Notice**

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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION  
**DLA DISADVANTAGED BUSINESS ENTERPRISE**  
**COMMERCIALLY USEFUL FUNCTION EVALUATION**  
 DOT LAPM 9-J (NEW 05/2023)

DISTRICT	FEDERAL PROJECT NUMBER	COUNTY	PROJECT LOCATION
CONTRACTOR NAME			DBE COMPANY NAME

**COMPLETED EVALUATIONS SUBMITTAL**

Submit DBE Commercially Useful Function Evaluation to the Contractor	SUBMITTED BY NAME	DATE
Submit DBE Commercially Useful Function Evaluation to the DBE company	SUBMITTED BY NAME	DATE
Submit DBE Commercially Useful Function Evaluation to the LPA Labor Compliance Office	SUBMITTED BY NAME	DATE
Submit non-compliant DBE Commercially Useful Function Evaluation to LPA Resident Engineer	SUBMITTED BY NAME	DATE

**ATTACHMENTS**

Record or Document	File Name
<input type="checkbox"/> Subcontract Agreement	
<input type="checkbox"/> Purchase Order	
<input type="checkbox"/> Daily Work Records	
<input type="checkbox"/> Certified Payrolls	
<input type="checkbox"/> Invoices	
<input type="checkbox"/> Cancelled Checks	
<input type="checkbox"/> Equipment Ownership	
<input type="checkbox"/> Materials on Hand	
<input type="checkbox"/> Lease or Rental Agreement	
<input type="checkbox"/> Haul Tickets or Bills of Lading	
<input type="checkbox"/> Delivery Tickets	
<input type="checkbox"/>	

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### GENERAL INFORMATION

- Pursuant to 49 Code of Federal Regulations (CFR) 26.55, “A DBE performs a commercially useful function 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. A DBE does not perform a commercially useful function 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...” The purpose of this form is to provide documentation of evaluating DBEs for compliance with the CFR commercially useful function requirements.

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### FORM

- **PROJECT DESCRIPTION:** Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, etc.).
- **PROJECT LOCATION:** Enter the project location(s) as it appears on the project advertisement.
- **DISTRICT:** Enter the district number of the project.
- **FEDERAL PROJECT NUMBER:** Enter the federal project number.
- **COUNTY:** Enter the abbreviation for the county where the project is located.
- **LOCAL PUBLIC AGENCY:** A California city, county, tribal government, or other local public agency.
- **CONTRACTOR NAME:** Company name of the prime contractor.
- **AWARD AMOUNT:** Contract Award without the contingency.

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### EVALUATOR INFORMATION

- **EVALUATOR NAME:** Name of the individual conducting the evaluation.
- **EMAIL ADDRESS:** Evaluator’s email address.
- **EVALUATION DATE:** Date the evaluation took place with the DBE and prime contractor.
- **EVALUATOR TITLE:** Title of the individual conducting the evaluation.
- **PHONE NUMBER:** Evaluator’s phone number.

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### PRIME CONTRACTOR EVALUATION MEETING INFORMATION

- **CONTRACTOR REPRESENTATIVE:** Name, email address, phone number and title of the contractor’s representative attending the evaluation meeting.

---

### DBE CONTRACT COMMITMENT

- **DBE TOTAL CONTRACT COMMITMENT:** Enter the percentage and dollar amount of the total DBE commitment on this contract.
- **DBE COMPANY COMMITMENT:** Enter the calculated percentage and dollar amount the contractor has committed to the DBE company based on the subcontract amount or purchase order amount for materials.
- **DBE COMPANY WORK COMPLETED TO DATE:** Enter the percentage and dollar amount of DBE completed work performed or materials supplied to date for the DBE company.

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### DBE COMPANY INFORMATION

- **DBE COMPANY NAME:** Enter the name of the DBE contractor, subcontractor, trucker, or materials supplier.
- **COMPANY EMAIL ADDRESS:** Enter DBE company email address.
- **COMPANY PHONE NUMBER:** Enter DBE company phone number.
- **DBE COMPANY OWNER:** Enter the name of the DBE company owner.
- **NAISC CODES:** Enter the North American Industry Classification System code for the DBE company.
- **WORK CODES:** Enter the work codes that the DBE is certified to perform.
- **DBE ADDRESS:** Enter the physical address of the DBE company.
- **ADDRESS LOCATION:** Check the appropriate box for storefront, warehouse, yard, manufacturing plant, or facility.
- **OPEN TO THE PUBLIC:** Check box either “Yes” or “No” whether the storefront, warehouse, yard, manufacturing plant, or facility is open to the public.
- **DBE REPRESENTATIVE:** Name, email address, phone number and title of the DBE’s representative attending the evaluation meeting. If there is no DBE representative attending the evaluation meeting, enter “None” in these fields.
- **BRIEF DESCRIPTION OF DBE’S SCOPE OF WORK:** Provide a description of the work the DBE will perform or the materials that will be supplied by a DBE company.
- **TYPE OF DBE:** Check the appropriate box for prime contractor, subcontractor, tier subcontractor, trucking, regular dealer, manufacturer, professional services, or broker based on what the DBE is performing on the contract. Select all boxes that apply for the DBE company based on scope of work.

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## CUF DETERMINENTS

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Complete the appropriate section for the type of work performed or materials supplied by the DBE company as indicated by the checked box on page 1 of the form. **Questions in BOLD font** indicate questions that impact **CUF determining factors**. Questions underlined on this form are used to determine if the DBE work is eligible for full credit.

For more information about CUF determining factors, refer to the “[FHWA Tips of Evaluating a Commercially Useful Function](https://www.fhwa.dot.gov/federal-aidessentials/commusefunction.pdf)” or:  
<https://www.fhwa.dot.gov/federal-aidessentials/commusefunction.pdf>

Refer to APPENDIX B: DBE Commercially Useful Function Evaluation Instructions in the *State Highway Project Procedures Disadvantaged Business Enterprise Commercially Useful Function Compliance and Monitoring Guide* for completing the evaluation.

The evaluation questions are based on the following requirements to determine whether a DBE is performing CUF.

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### SECTION 1: DBE CONTRACTOR OR SUBCONTRACTOR EVALUATION

---

#### **Management**

- Scheduling work operations
- Preparing and submitting certified payrolls
- Full time supervisor or superintendent
- DBE must be responsible for performing its own work on the project
- At least 30% of the work must be performed by the DBE with its own workforce
- The DBE keeps a regular workforce and has its own employees

#### **Records or Documents**

- Subcontract Agreement or Purchase Order
- DBE monthly progress reports
- Daily work records
- Certified payrolls

#### **Equipment**

- The DBE owns, rents or leases equipment
- The DBE may lease specialized equipment with an operator
- The DBE provides the operator and is responsible for all labor and compliance for non-specialized equipment
- The DBE's marking or emblem is on the equipment

#### **Records or Documents**

- Invoices
- Haul tickets or bills of lading
- Lease agreements
- Daily work records
- Ownership documents, such as title, registration, vehicle identification number
- Cancelled checks

#### **Materials**

- The DBE is ordering materials and invoices indicate the DBE is the customer
- The DBE is determining the quality and quantity of materials
- The contact person is employed by the DBE
- The DBE is paying for the materials

#### **Records or Documents**

- Invoices
- Material on Hand documents
- Delivery tickets, haul tickets or bills of lading
- Daily work records
- Cancelled checks
- Subcontract agreement

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### SECTION 2: TRUCKING

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#### **Management**

- DBE is managing the arrangement of and scheduling the trucks
- DBE is required to own and operate at least on fully licensed, insured and operational truck on the contract

#### **Workforce**

- DBE is allowed to lease trucks from DBEs and non-DBEs
- DBE keeps a regular workforce and has its own employees
- DBE is utilizing its own equipment
- Operation of the equipment must be subject to the full control of the DBE

#### **Records or Documents**

- Subcontract agreement or purchase order
- Equipment ownership, rental or lease documents
- Payroll records
- List of trucks, truck unit numbers and vehicle identification numbers

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**CUF DETERMINENTS**

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**SECTION 3: REGULAR DEALER (60% Credit)**

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**Regular Dealer**

- The DBE has a regular trade with a variety of customers
- The DBE has an inventory of the materials and supplies to be provided on the contract
- For bulk items, the DBE both owns and operates distribution equipment
- The DBE is responsible for the delivery

**Records or Documents**

- Invoices
- Delivery tickets or haul tickets
- Purchase order
- List of inventory
- Cancelled checks

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**SECTION 4: MANUFACTURER (100% Credit)**

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**Manufacturer (100% Credit)**

- Maintain a factory or establishment that produces on the premises the materials or supplies required on the contract
- Alter or fabricate the product

**Records or Documents**

- Purchase order
- Material sources
- Material invoices and billing invoices
- Bills of lading and shipping tickets

---

**SECTION 5: PROFESSIONAL SERVICES (100% Credit)**

---

**Management**

- Scheduling work operations
- Preparing and submitting certified payrolls
- Full time supervisor
- DBE must be responsible for performing its own work on the project
- At least 30% of the work must be performed by the DBE with its own workforce
- The DBE keeps a regular workforce and has its own employees

**Records or Documents**

- Invoices
- List of equipment
- Cancelled checks

---

**SECTION 6: BROKER**

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**Performance**

- DBE broker is performing the bid item work committed to them on the DBE Commitment Form and their agreement

**Records or Documents**

- Invoices
- Cancelled checks

**Management**

- For procurement of materials, supplies and trucking, DBE is scheduling procurement of materials and supplies or trucking for delivery of materials and supplies, and other related actions for performance of the work.
- For bonding or insurance, DBE provided the bonds or insurance.
- Preparing and submitting invoices.

---

### DBE COMMERCIALLY USEFUL FUNCTION EVALUATION FINDING

If you answered “NO” to any of the bold evaluation questions on this form, you must evaluate the eligibility of the DBE to participate and receive credit for their performance of work. If you answered “NO” to any underlined questions on this form, you must evaluate whether the DBE work is eligible to receive full credit. If you are unsure of a DBE’s eligibility, contact Division of Construction’s Labor Compliance Program located at headquarters for guidance.

- **DEFICIENCIES:** Describe any deficiencies found that must be corrected by the contractor to allow DBE participation and credit for the DBE on the contract.
- **INADEQUACY:** Describe any inadequacies found that must be corrected by the contractor to allow full credit for the DBE on the contract.
- **EVALUATION FINDING:** Check the box for either “DBE is Performing a Commercially Useful Function” or “DBE is Not Performing a Commercially Useful Function.”
- **EVALUATOR NAME:** Name of the individual conducting the evaluation.
- **SIGNATURE:** Signature of evaluator.
- **DATE:** Date signed by evaluator.

### CONTRACTOR CERTIFICATION

Required when the contractor is completing the evaluation.

- **CONTRACTOR NAME:** Name of the contractor representative.
- **SIGNATURE:** Signature of contractor.
- **DATE:** Date signed by contractor.

---

### LPA VERIFICATION

Verification is required for completeness: DBE employees are shown on DBE certified payrolls, responses to questions based on attachments are provided, explanation of “NO” responses to questions are provided, and CUF determination is appropriate.

- **VERIFIED BY NAME:** Name of the individual conducting the verification.
- **SIGNATURE:** Signature of verifier
- **DATE:** Date signed by verifier.

---

### RESIDENT ENGINEER CERTIFICATION

Resident engineer reviews the evaluation and certifies either that “DBE is Performing a Commercially Useful Function” or “DBE is Not Performing a Commercially Useful Function.” Discuss with the contractor any deficiency on the form and require submittal of a corrective action plan.

- **RESIDENT ENGINEER:** Name of the resident engineer.
- **SIGNATURE:** Signature of resident engineer.
- **DATE:** Date signed.

---

### COMPLETED EVALUATIONS SUBMITTAL

Submit completed evaluation forms to the contractor, DBE company and LPA Labor Compliance Officer and submit non-compliant evaluations with deficiencies or inadequacies to DLAE.

- **SUBMITTED BY:** Name of individual submitting form.
- **DATE:** Date form was submitted.

---

### ATTACHMENTS

Check a box for each attachment and provide the electronic file name of the attachment. The attachment list will expand to allow for additional attachments.



**ATTACHMENT H – DBE PROMPT PAYMENT CERTIFICATION (EXHIBIT 9-P)**

## EXHIBIT 9-P: PROMPT PAYMENT CERTIFICATION

Section 7108.5 of the California Business and Professions Code (CBPC) requires a prime contractor or subcontractor (i.e. builders) to pay any subcontractor not later than seven (7) days after receipt of each progress payment received or final retention payment. Section 3321 of the California Civil Code (CCC) requires prime design professionals (prime consultants directly in contract with a public agency) to pay any subconsultant not later than fifteen (15) days after receipt of each progress payment or final retention payment. The payment cannot be delayed because of disagreements on other contracts. Any delay or postponement of payment among the parties may take place only for good cause with the agency's prior written approval. This requirement applies to both DBE and non-DBE subcontractors.

### 1. CONTRACT INFORMATION

(1) Prime Contractor/Consultant	(2) Local Agency	(3) Federal Project Number	(4) Local Contract Number	(5) Total Contract Award Amt (\$)	(6) Total DBE Commitment Amt (\$)	(7) DBE Commitment (%)	(8) DBE Contract Goal (%)	(9) Reporting Period (MM/YYYY)

### 2. PAYMENT INFORMATION

(10) Subcontractor/Subconsultant Name	(11) DBE Cert. Number	(12) Subcontract Type	(13) Date Payment Received by Prime	(14) Date of Prime Payment to Sub	(15) Amount of Payment (\$)	(16) Amount Paid To Sub to Date (\$)	(17) Total committed to this Subcontractor (\$)	(18) Promptly Paid? (Y/N)	(19) Incremental Retainage Paid? (Y/N)	(20) Comments or Reason for Non-Payment/Non-Prompt Payment, including Payment of Incremental Retainage *
Totals					0.00	0.00	0.00			

List all first-tier subcontractors/subconsultants regardless of tier whether or not the firms were originally listed in Exhibit 10-O2 or 15-G as a DBE commitment. If the actual DBE utilization was different than that approved at the time of award, provide comments in box (20). All payments reported, including payments to contractor/consultant, are for the date listed.

\* Only reasons based on dispute with subcontractor or supplier noncompliance may be accepted.

### 3. CERTIFICATION

**The prime contractor or consultant hereby certifies that the foregoing Prompt Payment Certification Form is true and correct.**

(21) Prime Contractor Manager's Signature	(22) Date
(25) Prime Contractor Manager's Name	(26) Phone

**Local Agency certifies that all information on this form is complete.**

(23) Local Agency Representative's Signature	(24) Date
(27) Local Agency Representative's Name	(28) Phone

## Exhibit 9-P Instructions

### I. Purpose

Section 7108.5 of the California Business and Professions Code (CBPC) requires a prime contractor or subcontractor (i.e. builders) to pay any subcontractor not later than seven (7) days after receipt of each progress payment received or final retention payment. Section 3321 of the California Civil Code (CCC) requires prime design professionals (prime consultants directly in contract with a public agency) to pay any subconsultant not later than fifteen (15) days after receipt of each progress payment or final retention payment. The payment cannot be delayed because of disagreements on other contracts. Any delay or postponement of payment among the parties may take place only for good cause with the agency's prior written approval. This requirement applies to both DBE and non-DBE subcontractors.

### II. Instruction

For projects that are awarded on or after September 1, 2023:

The prime contractor or consultant must submit Exhibit 9-P to the LPA administering the contract by the 15th of the month following the month of any payment(s). If the prime contractor or consultant does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

A failure to complete the Prompt Pay reporting requirement may result in the withholding of the prime contractor or consultant's next progress payment and/or final payment. Additionally, Caltrans may require the LPA to issue a corrective action plan and/or it may require the LPA to suspend the contract in whole or in part if the prime or consultant does not make up the shortfall.

LPAs must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The LPA must email a copy of Exhibit 9-P to [DBE.Forms@dot.ca.gov](mailto:DBE.Forms@dot.ca.gov) before the end of the month after receiving the Exhibit 9-P from prime contractor or consultant.

#### 1. CONTRACT INFORMATION

- (1) **Prime Contractor/Consultant:** List the business name for the prime contractor/consultant.
- (2) **Local Agency:** List the local agency name.
- (3) **Federal Aid Project Number:** Enter the 7 digit federal-aid project number of the lead project on the contract. E.g. 5002(123) is a valid Federal-Aid Project Number.
- (4) **Local Contract Number:** Enter the 7 digit
- (5) **Total Contract Award Amount (\$):** Enter the total contract award amount of the project.
- (6) **Total Contract DBE Commitment Amount (\$):** Enter the total DBE commitment award amount of the project as it appears on exhibit 15-G.
- (7) **DBE Commitment (%):** Enter percentage of the Prime contract committed to DBE firms as it appears on exhibit 15-G.
- (8) **DBE Contract Goal (%):** Enter the contract DBE goal percentage as it appears on the project advertisement.
- (9) **Reporting Period (Month-Year):** Indicate the month and year of payments being reported.

#### 2. PAYMENT INFORMATION

- (10) **Subcontractor/Subconsultant name:** List the firm name.
- (11) **DBE Cert. Number:** List the DBE's certification number as listed in the California Unified Certification Program
- (12) **Subcontract Type:** Enter the most appropriate Subcontractor's contract type, Construction or Consultant.
- (13) **Date Payment Received by Prime:** List date when a check is issued by LPA to the contractor/consultant for work performed by the contractor/consultant.

- (14) **Date of Prime Payment to Sub:** List date when a check is issued by prime to the subcontractor/subconsultant for work performed by the subcontractor/subconsultant.
- (15) **Amount of Payment (\$):** List the total amount paid to the subcontractor this period.
- (16) **Amount Paid to Sub to Date (\$):** List the total amount paid to this subcontractor to date. This should be a total of past payments plus payment for the current work just invoiced to the Local Agency.
- (17) **Total amount committed to this subcontractor (\$):** For DBE subcontractor, copy the information from the agency signed Exhibit 10-O2 or 15-G.
- (18) **Promptly Paid? (Y/N):** Enter "Y" if payment was made in accordance with the contract. Enter "N" if it's in dispute. Must provide comments regarding any dispute of payment.
- (19) **Incremental Retainage Paid? (Y/N):** Enter "Y" if this was a retainage payment. Enter "N" if this was a progress or final payment.
- (20) **Comments or Reason for Non-Payment/Non-Prompt Payment, including Payment of Incremental Retainage \*:** Only reasons based on dispute with subcontractor or supplier noncompliance may be accepted. Add appropriate notes if a DBE subcontract was terminated, a DBE subcontract was added, if change orders impacted the DBE's payments (include good faith efforts the prime contractor/consultant implemented), if task orders weren't issued, etc.

### 3. CERTIFICATION

- (21) **Prime Contractor Manager's Signature:** Self explanatory
- (22) **Date:** Provide the date Prime Contractor Manager signed this form.
- (23) **Local Agency Representative's Signature:** Self explanatory.
- (24) **Date:** Provide the date Local Agency Representative signed this form.
- (25) **Prime Contractor Manager's Name:** Self explanatory.
- (26) **Phone:** Self explanatory
- (27) **Local Agency Representative's Name:** Self explanatory.
- (28) **Phone:** Self explanatory

**ATTACHMENT I – DBE CERTIFICATION STATUS CHANGE (EXHIBIT 17-O)**

### EXHIBIT 17-O DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

1. Local Agency Contract Number		2. Federal-Aid Project Number		3. Local Agency		4. Contract Completion Date	
5. Contractor/Consultant			6. Business Address			7. Final Contract Amount	
8. Contract Item Number	9. DBE Contact Information	10. DBE Certification Number	11. Amount Paid While Certified	12. Certification/Decertification Date (Letter Attached)	13. Comments		

If there were no changes in the DBE certification of subcontractors/subconsultants, indicate on the form.

<b>I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT</b>					
14. Contractor/Consultant Representative's Signature		15. Contractor/Consultant Representative's Name		16. Phone	17. Date
<b>I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED</b>					
18. Local Agency Representative's Signature		19. Local Agency Representative's Name		20. Phone	21. Date

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

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

**INSTRUCTIONS –DISADVANTAGED BUSINESS ENTERPRISES (DBE)  
CERTIFICATION STATUS CHANGE**

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors/consultants.
- 10. DBE Certification Number** - Enter the DBE's Certification Identification Number.
- 11. Amount Paid While Certified** - Enter the actual dollar value of the work performed by those subcontractors/subconsultants during the time period they are certified as a DBE.
- 12. Certification/Decertification Date (Letter Attached)** - Enter either the date of the Decertification Letter sent out by the Office of Business and Economic Opportunity (OBE) or the date of the Certification Certificate mailed out by OBE.
- 13. Comments** - If needed, provide any additional information in this section regarding any of the above certification status changes.
- 14. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 15. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 16. Phone** - Enter the area code and telephone number of the person signing the form.
- 17. Date** - Enter the date the form is signed by the contractor's preparer.
- 18. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 19. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 20. Phone** - Enter the area code and telephone number of the person signing the form.
- 21. Date** - Enter the date the form is signed by the Local Agency Representative.



**ATTACHMENT J – FINAL REPORT – UTILIZATION OF DBE FIRST-TIER SUBCONSULTANTS  
(EXHIBIT 17-F)**

**EXHIBIT 17-F FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES for On-call Contracts**

1. Local Agency Contract Number		2. Local Agency			3. Contract Completion Date	
4. Consultant		5. Business Address		6. Original Contract Amount	7. Final Contract Amount	
8.Task Order Number	9.Federal Project Number	10. Task Order Description	11. Contract Payments		12. Date Work Completed	13. Date of Final Payment
			Non-DBE	DBE		
14. ORIGINAL DBE COMMITMENT AMOUNT \$ _____			15. TOTAL for Task Orders \$ 0.00		0.00	0.00

List actual amount paid to all DBEs and non -DBEs for all task orders. If actual DBE utilization percentage (or item of work) was less than that approved at the time of award, provide comments in Explanation Box.

16.Explanation Box:			
<b>I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT</b>			
17. Consultant Representative's Signature	18.Consultant Representative's Name	19. Phone	20. Date
<b>I CERTIFY THAT THE CONTRACTING RECORDS OF THE DBE(S) HAS BEEN MONITORED</b>			
21. Local Agency Representative's Signature	22. Local Agency Representative's Name	23. Phone	24. Date

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

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

**INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) FOR ON-CALL CONTRACTS AND FIRST-TIER SUBCONSULTANTS**

1. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
2. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
3. **Contract Completion Date** - Enter the date the contract was completed.
4. **Consultant** - Enter the consultant's firm name.
5. **Business Address** - Enter the consultant's business address.
6. **Original Contract Amount**. Enter the original on-call contract amount.
7. **Final Contract Amount** - Enter the total final amount for the contract.
8. **Task Order Number** - Enter task order or work order number.
9. **FPN** - Enter Federal Project Number that corresponds to task order.
10. **Task Order Description** - Enter the description of the task order.
11. **Contract Payments** - Enter all non-DBE and DBE actual total payment amounts.
12. **Date Work Completed** - Enter the date the subconsultant's item work was completed.
13. **Date of Final Payment** - Enter the date when the prime consultant made the final payment to the subconsultant for the portion of work listed as being completed.
14. **Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibit 10-O2 for the contract.
15. **Total** - Verify autosum of the "Contract Payments" Non-DBE and DBE columns.
16. **Explanation Box**: If original DBE commitment does not match or exceed actual utilization, please explain.
17. **Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
18. **Phone** - Enter the area code and telephone number of the person signing the form.
19. **Date** - Enter the date the form is signed by the consultant's preparer.
20. **Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records of the DBE(s) has been monitored.
21. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
22. **Phone** - Enter the area code and telephone number of the person signing the form.
23. **Date** - Enter the date the form is signed by the Local Agency Representative.
24. **Consultant Representative's Signature** - The person completing the form on behalf of the consultant's firm must sign their name.

**ATTACHMENT K – INSPECTOR GENERAL’S CERTIFICATION OF INDIRECT COSTS AND  
FINANCIAL MANAGEMENT SYSTEM**



# Inspector General

California Department of Transportation

## 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 company or subsidiaries.

### Indirect Cost Rate (ICR):

Combined Rate: 122.54 Or

Home Office Rate: \_\_\_\_\_ and Field Office Rate (if applicable): \_\_\_\_\_

Facilities Capital Cost of Money (if applicable): \_\_\_\_\_

Fiscal Period:\* 01/01/2022-12/31/2022

\* Fiscal period is annual one year applicable accounting period that the ICR was developed (not the contract period). The ICR is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an ICR(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the ICR(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 subsequent to year-end 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 the Financial Document Review Request form.

### 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 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) contracts 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:**

- Total participation amount 113,500,000.00 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1
- Years of consultant's experience with 48 CFR Part 31 is 22
- Identify the type of audits listed below that the consultant has had performed (if applicable):

Cognizant ICR Audit                       Local Govt ICR Audit                       Caltrans ICR Audit   
CPA ICR Audit                       Federal Govt ICR Audit

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the ICR 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: 2023.09.22 18:08:44 -07'00'                      Date: 09/22/2023

Phone:\*\* (408) 435-5503                      Email:\*\* acharles@ghirardelliassoc.com

\*\*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 forms. Caltrans will not process local agency's invoices until a complete form is accepted and approved by the Independent Office of Audits and Investigations.

# California Safe Harbor Indirect Cost Rate Program

## Consultant Firm Certification of Eligibility and Certification of Financial Management System

Consultant Firm Name Albat

Local Agency (if applicable) Humboldt County

Contract Number / Federal Project Number Honeydew Bridge Replacement

Contract Total \$ -

For Subconsultant Firms – estimated % of work to be performed TBD %

Safe Harbor Indirect Cost Rate (SHR): **Home: 120% and/or Field: 90%**

Field SHR will be utilized for contracts where the work deliverables are not completed from the consultant offices (i.e. Construction Inspection, Material Testing, Sources Inspection, others).

### Consultant Firm Certification of Eligibility

I, the undersigned, certify that I am eligible to use the Safe Harbor indirect cost rate as I:

1. Am not a Prime Consultant Firm on a Caltrans contract > \$3.5M, or Local Government contract > \$1M, regardless of the participation amount.
2. Have not used SHR for more than three (3) years since entering the program on a state or federally funded contract.

AND

1. Do not have relevant contract cost history to use as a base for developing a Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31 compliant ICR.
2. Do not have a previously accepted ICR by a cognizant agency, or with an audited/accepted actual ICR, and do not have an existing contract with a provisional rate.

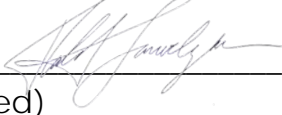
### Certification of Financial Management System

I, the undersigned, certify that our financial management system in place for this contract and moving forward meets the standards for the Safe Harbor indirect cost rate requirements and financial reporting, accounting records, internal and budget control as set forth in 2 CFR 200, Subpart D. These standards require consulting firms have an accounting system

# California Safe Harbor Indirect Cost Rate Program

adequate to accumulate, and track allowable, allocable, and reasonable direct labor and other direct costs by contract; segregate indirect costs and remove unallowable costs.

Print Name Tatevik Janvelyan

Signature   
(Electronic Signature Allowed)

Title President

Date Completed 12/4/2023

**Note:** The certification of this Safe Harbor Rate was made by, and are the responsibility of, the Company's management.

## Definition of Terms

Direct Cost is any cost that is identified specifically with a particular cost objective. Direct costs are not limited to items that are incorporated in the end products as material or labor. Costs identified specifically with a contract are direct costs of that contract. All costs identified with other final cost objectives of the contractor are direct costs of those objectives, 48 CFR 31.202.

Indirect or overhead cost is any cost that is not directly identified with a single final cost objective but is identified with two or more final cost objectives or with at least one intermediate cost objective, 48 CFR 31. 203.

## References

Title 48 Code of Federal Regulations (CFR) Part 31 -Federal cost principles.

Title 48 CFR Chapter 99, Subchapter B - Procurement Practices and Cost Accounting Standards.

Title is 2 CFR 200 Subpart D, Standards for Financial and Program Management.

Title 23 United States Code (U.S.C.), Chapter 1, Section 112 - Letting of Contracts.

Title 23 CFR, Chapter 1, Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services.

American Association of State Highway and Transportation Officials (AASHTO) Uniform Audit & Accounting Guide (2016 Edition).



# California Safe Harbor Indirect Cost Rate Program

## **Caltrans Contract**

If participating on a Caltrans Contract, also attach a completed copy of the following Safe Harbor Indirect Cost Rate Questionnaire for Evaluating Consultant Firm's Financial Management System.

# California Safe Harbor Indirect Cost Rate Program

## Questionnaire for Evaluating Consultant Firm's Financial Management System

Consultant Firm Name Albat

Firm Headquarters Address 7317 Flowerwood Way

Sacramento, CA 95831

### Accounting Records

- Location where Accounting records are held Headquarters
- Name and Title Tatevik Janvelyan, President
- Email and Phone tatevik@albat.co (323) 459-7510
- Mailing Address 7317 Flowerwood Way  
Sacramento, CA 95831

To be eligible for Safe Harbor indirect cost rate (SHR), the Consultant Firm's financial management system must be adequate to accumulate and track direct labor and other direct costs by contract, segregate indirect costs, and remove unallowable costs in accordance with 48 CFR 31 for the different business segments.

### Instructions

1. Answer all questions and provide an explanation and additional supporting documentation where requested.
2. If additional space is required, please attach a separate sheet and refer to items being answered by number.

Has the Firm developed an indirect cost rate in the past? Yes  No

If "Yes", you are NOT ELIGIBLE to use the SHR.

DO NOT CONTINUE with this Questionnaire and please complete the AASHTO Appendix B ICQ and provide an ICR Schedule.

Is the Firm a Prime Consultant Firm on a Caltrans contract > \$3.5M Or Local Government contract > \$1M, regardless of the participation Amount? Yes  No

If "Yes", you are NOT ELIGIBLE to use the SHR.

DO NOT CONTINUE with this Questionnaire and please complete the AASHTO Appendix B ICQ and provide an AUDITED ICR Report.

# California Safe Harbor Indirect Cost Rate Program

1. What form of business entity is the Firm?

Sole Proprietorship  Partnership  C Corporation  S Corporation   
Other \_\_\_\_\_

2. What types of services will the Firm provide for this contract? (Select all that apply.)

Architectural and Engineering Services  Program Management   
Preliminary Engineering  Design Engineering   
Surveying  Feasibility Studies   
Mapping or Architectural Related Services  Other \_\_\_\_\_

3. Does the Firm have prior government contracting experience? Yes  No

4. Does the general ledger contain separate direct and indirect accounts for the following?

Labor Yes  No  Non-Labor Yes  No

5. Does the company have a system in place to identify and remove from the indirect cost pools all unallowable cost? Yes  No

6. Does the firm assign a unique identification/project number in your accounting system for each contract/project?

Yes  No

7. Is indirect and direct labor separated by contract/project/cost objectives on employee timesheets with unique reporting codes?

Yes  No

# California Safe Harbor Indirect Cost Rate Program

8. Do you have written policies on the following cost categories?

Accounting	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Overtime	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Billing	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Direct/Indirect Expenses	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Timesheet Preparation	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Prevailing Wage	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Bonus	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

9. What types of employee status will the Firm provide for this contract?

Non-exempt  Exempt-salaried  Exempt-hourly  Contract Employee   
 Other \_\_\_\_\_

10. Does the Firm pay overtime for exempt employees?

Yes  No

11. Besides labor, does the Firm normally bill/invoice the following as direct contract/project costs? (Select all that apply)

Vehicle _____	Shipping <input checked="" type="checkbox"/>
Computer/CADD _____	Lab <input checked="" type="checkbox"/>
Printing <input checked="" type="checkbox"/>	Travel <input checked="" type="checkbox"/>
Specialty Equipment <input checked="" type="checkbox"/> (List below)	Other (List below) _____
_____ If needed/requested by client	_____

12. Are mileage logs maintained for all vehicles? If no, please explain below.

Explanation Included as part of overhead costs

Where is the vehicle stored after work? Headquarters/residence

Does employee use vehicle for personal use? Yes  No


What is the recovery/billing rate used for Firm or personal vehicle mileage reimbursement?

\$ IRS rate per mile

# California Safe Harbor Indirect Cost Rate Program

I certify that to the best of my knowledge and belief the responses to this questionnaire are accurate.

Print Name Tatevik Janvelyan

Signature   
(Electronic Signature Allowed)

Title President

Date Completed 12/4/2023

**Note:** The certification of this Safe Harbor Rate was made by, and are the responsibility of, the Company's management.

# California Safe Harbor Indirect Cost Rate Program

## Consultant Firm Certification of Eligibility and Certification of Financial Management System

Consultant Firm Name Alfred Martinez Engineering

Local Agency (if applicable) \_\_\_\_\_

Contract Number / Federal Project Number TBD

Contract Total \$ TBD

For Subconsultant Firms – estimated % of work to be performed 14 %

Safe Harbor Indirect Cost Rate (SHR): **Home: 120% and/or Field: 90%**

Field SHR will be utilized for contracts where the work deliverables are not completed from the consultant offices (i.e. Construction Inspection, Material Testing, Sources Inspection, others).

### Consultant Firm Certification of Eligibility

I, the undersigned, certify that I am eligible to use the Safe Harbor indirect cost rate as I:

1. Am not a Prime Consultant Firm on a Caltrans contract > \$3.5M, or Local Government contract > \$1M, regardless of the participation amount.
2. Have not used SHR for more than three (3) years since entering the program on a state or federally funded contract.

AND

1. Do not have relevant contract cost history to use as a base for developing a Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31 compliant ICR.
2. Do not have a previously accepted ICR by a cognizant agency, or with an audited/accepted actual ICR, and do not have an existing contract with a provisional rate.

### 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 indirect cost rate requirements and financial reporting, accounting records, internal and budget control as set forth in 2 CFR 200, Subpart D. These standards require consulting firms have an accounting system

# California Safe Harbor Indirect Cost Rate Program

adequate to accumulate, and track allowable, allocable, and reasonable direct labor and other direct costs by contract; segregate indirect costs and remove unallowable costs.

Print Name Alfred Martinez

Signature \_\_\_\_\_  
(Electronic Signature Allowed)

Title Principal

Date Completed 11/30/2023

**Note:** The certification of this Safe Harbor Rate was made by, and are the responsibility of, the Company's management.

## Definition of Terms

Direct Cost is any cost that is identified specifically with a particular cost objective. Direct costs are not limited to items that are incorporated in the end products as material or labor. Costs identified specifically with a contract are direct costs of that contract. All costs identified with other final cost objectives of the contractor are direct costs of those objectives, 48 CFR 31.202.

Indirect or overhead cost is any cost that is not directly identified with a single final cost objective but is identified with two or more final cost objectives or with at least one intermediate cost objective, 48 CFR 31. 203.

## References

Title 48 Code of Federal Regulations (CFR) Part 31 -Federal cost principles.

Title 48 CFR Chapter 99, Subchapter B - Procurement Practices and Cost Accounting Standards.

Title is 2 CFR 200 Subpart D, Standards for Financial and Program Management.

Title 23 United States Code (U.S.C.), Chapter 1, Section 112 - Letting of Contracts.

Title 23 CFR, Chapter 1, Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services.

American Association of State Highway and Transportation Officials (AASHTO) Uniform Audit & Accounting Guide (2016 Edition).

# California Safe Harbor Indirect Cost Rate Program

## **Caltrans Contract**

If participating on a Caltrans Contract, also attach a completed copy of the following Safe Harbor Indirect Cost Rate Questionnaire for Evaluating Consultant Firm's Financial Management System.



# California Safe Harbor Indirect Cost Rate Program

## Questionnaire for Evaluating Consultant Firm's Financial Management System

Consultant Firm Name Alfred Martinez Engineering

Firm Headquarters Address 1408 Shotwell Street,  
San Francisco, CA 94110

### Accounting Records

- Location where Accounting records are held same as above
- Name and Title Alfred Martinez, Principal
- Email and Phone a1mar2tinez3@gmail.com
- Mailing Address same as above

To be eligible for Safe Harbor indirect cost rate (SHR), the Consultant Firm's financial management system must be adequate to accumulate and track direct labor and other direct costs by contract, segregate indirect costs, and remove unallowable costs in accordance with 48 CFR 31 for the different business segments.

### Instructions

1. Answer all questions and provide an explanation and additional supporting documentation where requested.
2. If additional space is required, please attach a separate sheet and refer to items being answered by number.

Has the Firm developed an indirect cost rate in the past? Yes  No

If "Yes", you are NOT ELIGIBLE to use the SHR.

DO NOT CONTINUE with this Questionnaire and please complete the AASHTO Appendix B ICQ and provide an ICR Schedule.

Is the Firm a Prime Consultant Firm on a Caltrans contract > \$3.5M Or Local Government contract > \$1M, regardless of the participation Amount? Yes  No

If "Yes", you are NOT ELIGIBLE to use the SHR.

DO NOT CONTINUE with this Questionnaire and please complete the AASHTO Appendix B ICQ and provide an AUDITED ICR Report.

# California Safe Harbor Indirect Cost Rate Program

1. What form of business entity is the Firm?

Sole Proprietorship  Partnership  C Corporation  S Corporation   
Other \_\_\_\_\_

2. What types of services will the Firm provide for this contract? (Select all that apply.)

Architectural and Engineering Services  Program Management   
Preliminary Engineering  Design Engineering   
Surveying  Feasibility Studies   
Mapping or Architectural Related Services  Other CM services

3. Does the Firm have prior government contracting experience? Yes  No

4. Does the general ledger contain separate direct and indirect accounts for the following?

Labor Yes  No  Non-Labor Yes  No

5. Does the company have a system in place to identify and remove from the indirect cost pools all unallowable cost? Yes  No

6. Does the firm assign a unique identification/project number in your accounting system for each contract/project?

Yes  No

7. Is indirect and direct labor separated by contract/project/cost objectives on employee timesheets with unique reporting codes?

Yes  No

# California Safe Harbor Indirect Cost Rate Program

8. Do you have written policies on the following cost categories?

Accounting	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Overtime	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Billing	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Direct/Indirect Expenses	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Timesheet Preparation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Prevailing Wage	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Bonus	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>			

9. What types of employee status will the Firm provide for this contract?

Non-exempt  Exempt-salaried  Exempt-hourly  Contract Employee   
Other \_\_\_\_\_

10. Does the Firm pay overtime for exempt employees?

Yes  No

11. Besides labor, does the Firm normally bill/invoice the following as direct contract/project costs? (Select all that apply)

Vehicle	<input checked="" type="checkbox"/>	Shipping	<input type="checkbox"/>
Computer/CADD	<input type="checkbox"/>	Lab	<input type="checkbox"/>
Printing	<input checked="" type="checkbox"/>	Travel	<input checked="" type="checkbox"/>
Specialty Equipment (List below)	<input checked="" type="checkbox"/>	Other (List below)	<input type="checkbox"/>

\_\_\_\_\_

12. Are mileage logs maintained for all vehicles? If no, please explain below.

Explanation mileage logs maintained

Where is the vehicle stored after work? residence

Does employee use vehicle for personal use? Yes  No

What is the recovery/billing rate used for Firm or personal vehicle mileage reimbursement?

\$ 0.655 per mile

# California Safe Harbor Indirect Cost Rate Program

I certify that to the best of my knowledge and belief the responses to this questionnaire are accurate.

Print Name Alfred Martinez

Signature \_\_\_\_\_  
(Electronic Signature Allowed)

Title Principal

Date Completed 11/30/2023

**Note:** The certification of this Safe Harbor Rate was made by, and are the responsibility of, the Company's management.

**ATTACHMENT L – DISCLOSURE OF LOBBYING ACTIVITIES (EXHIBIT 10-Q)**

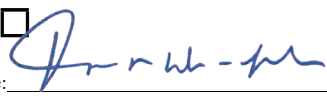
Local Assistance Procedures Manual

EXHIBIT 10-Q  
Disclosure of Lobbying Activities

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

Not Applicable

<p><b>1. Type of Federal Action:</b></p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p> <p><b>4. Name and Address of Reporting Entity</b></p> <p><input type="checkbox"/> Prime      <input type="checkbox"/> Subawardee Tier _____, if known</p> <p>Congressional District, if known _____</p> <p><b>6. Federal Department/Agency:</b> _____</p> <p><b>8. Federal Action Number, if known:</b> _____</p> <p><b>10. Name and Address of Lobby Entity</b> (If individual, last name, first name, MI) _____</p> <p>(attach Continuation Sheet(s) if necessary)</p> <p><b>12. Amount of Payment (check all that apply)</b> \$ _____ <input type="checkbox"/> actual    <input type="checkbox"/> planned</p> <p><b>13. Form of Payment (check all that apply):</b></p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____</p> <p><b>15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</b></p> <p>(attach Continuation Sheet(s) if necessary)</p> <p><b>16. Continuation Sheet(s) attached:</b>    Yes <input type="checkbox"/>    No <input type="checkbox"/></p> <p><b>17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>	<p><b>2. Status of Federal Action:</b></p> <p><input type="checkbox"/> a. bid offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p> <p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p>Congressional District, if known _____</p> <p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, if applicable _____</p> <p><b>9. Award Amount, if known:</b> _____</p> <p><b>11. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</b></p> <p>_____</p> <p>(attach Continuation Sheet(s) if necessary)</p> <p><b>14. Type of Payment (check all that apply)</b></p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____</p> <p>Signature: </p> <p>Print Name: <u>Raewyn Lelo-Butcher</u></p> <p>Title: <u>Executive Vice President</u></p> <p>Telephone No.: <u>510-708-7442</u>      Date: <u>10/11/2023</u></p> <p style="text-align: center;">Authorized for Local Reproduction Standard Form - LLL</p>	<p><b>3. Report Type:</b></p> <p><input type="checkbox"/> a. initial <input type="checkbox"/> b. material change</p> <p><b>For Material Change Only:</b> year _____ quarter _____ date of last report _____</p>
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Standard Form LLL Rev. 04-28-06

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