

**AGREEMENT FOR CONSULTANT SERVICES  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
GHIRARDELLI ASSOCIATES, INC.  
FOR  
CONSTRUCTION MANAGEMENT SERVICES  
FOR HUMBOLDT BAY TRAIL SOUTH PROJECT**

This Agreement for Consultant Services (“Agreement”) entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, 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 Humboldt Bay Trail South 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 Charlie 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 March 23, 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 May 10, 2023, 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 May 9, 2027, 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 Three Hundred Twenty-Two Dollars Fifty-Two Cents (\$82,322.52). 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 Thirty-Three Thousand Two Hundred Twenty-Six Dollars Fifty-Nine Cents (\$1,433,226.59).
- 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.

////

## **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 PARTICIPATION**

- A. This Agreement is subject to the requirements of 49 CFR Part 26 entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.” CONSULTANT shall assist COUNTY in a good faith effort to achieve California’s statewide overall Disadvantaged Business Enterprises (“DBE”) participation goal.
1. Each party hereto, and any subconsultants hereunder, shall take any necessary and reasonable steps to ensure that DBEs have opportunities to participate in this Agreement, as required by 49 CFR Part 26. To ensure equal participation of DBEs, as provided in 49 CFR Section 26.5, COUNTY shall set a goal for DBE participation for this Agreement. CONSULTANT shall make work available to DBEs and select work consistent with available DBE subconsultants and suppliers.
  2. CONSULTANT shall meet the goal for DBE participation for this Agreement or demonstrate that adequate good faith efforts to meet this goal were made. 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 or 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 is available online at the following address: <https://dot.ca.gov/programs/civil-rights/dbe-search>.
  3. All DBE participation will count toward Caltrans’ federally mandated statewide overall DBE goal. Credit for materials or supplies which CONSULTANT purchases from DBEs counts towards the goal in the following manner:
    - a. One hundred percent (100%) counts if the materials or supplies are obtained from a DBE manufacturer.
    - b. Sixty percent (60%) counts if the materials or supplies are purchased from a DBE regular dealer.
    - c. Only fees, commissions and charges for assistance in the procurement and delivery of materials or supplies count, if such materials or supplies are obtained from a DBE that is neither a manufacturer nor regular dealer. For purposes of this Agreement shall have the same meaning as set forth in 49 CFR Section 26.55.
- B. The goal for DBE participation for this Agreement is **Twenty-Two Percent (22%)**. Participation by DBE consultants or subconsultants shall be in accordance with Attachment C – Consultant Proposal DBE Commitment (Exhibit 10-O1), or Attachment D – Consultant Contract DBE Commitment (Exhibit 10-O2), which are attached hereto and incorporated herein by reference as if set forth in full. If a DBE subcontractor is unable to perform, CONSULTANT must make a good faith effort to replace such subcontractor with another DBE subcontractor, if the DBE participation goal set forth herein is not otherwise met.

- C. CONSULTANT can meet the DBE participation goal set forth herein by documenting commitments to DBEs to meet the DBE participation goal set forth herein, or by documenting adequate good faith efforts to meet the DBE participation goal set forth herein. An adequate good faith effort means that CONSULTANT must show that it has taken any and all necessary and reasonable steps to achieve a DBE participation goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE participation goal. If CONSULTANT has not met the DBE participation goal set forth herein, CONSULTANT must complete and submit Attachment E – DBE Information, Good Faith Efforts (Exhibit 15-H), which is attached hereto and incorporated herein by reference as if set forth in full, to document the efforts made to meet the DBE participation goal set forth herein. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.
- D. Pursuant to 49 CFR Section 26.13(b), neither party hereto, nor any subconsultants hereunder, shall discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. CONSULTANT shall carry out the applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. CONSULTANT's failure to carry out these requirements shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as COUNTY deems appropriate, including, without limitation: withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying CONSULTANT from future bidding as non-responsible.
- E. A DBE firm may be terminated only with prior written approval from COUNTY for the reasons specified in 49 CFR Section 26.53(f). Prior to requesting COUNTY's consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR Section 26.53(f). If a DBE subcontractor is unable to perform, CONSULTANT must make a good faith effort to replace such subcontractor with another DBE subcontractor, if the DBE participation goal set forth herein is not otherwise met.
1. 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 COUNTY's written consent. CONSULTANT shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without COUNTY's authorization. Unless COUNTY's consent is provided, CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on Attachment D – Consultant Contract DBE Commitment (Exhibit 10-02). A request to use other forces or sources of materials shall be authorized by COUNTY, if CONSULTANT shows any of the following justifications:
    - a. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
    - b. COUNTY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet COUNTY's bond requirements.
    - c. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
    - d. Listed DBE fails or refuses to perform the work or furnish the listed materials, unless such failure or refusal to perform is a result of bad faith or discrimination.
    - e. Listed DBE's work is unsatisfactory and not in compliance with the contract.
    - f. Listed DBE is ineligible to work on the project because of suspension or debarment.



- g. Listed DBE becomes bankrupt or insolvent.
  - h. Listed DBE voluntarily withdraws from the contract with written notice.
  - i. Listed DBE is ineligible to receive credit for the type of work required.
  - j. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the contract.
  - k. COUNTY determines that other documented good cause exists.
2. CONSULTANT shall notify the original DBE of the intent to use other forces or material sources and provide the reasons in support thereof. The DBE shall be given five (5) days to respond to the notice and advise CONSULTANT and COUNTY of the reasons why the use of other forces or sources of materials should not occur. CONSULTANT's request to use other forces or material sources must include all of the following:
    - a. One (1) or more of the reasons set forth in subsection E(1) of this article.
    - b. Notices from CONSULTANT to the DBE regarding the request.
    - c. Notices from the DBEs to CONSULTANT regarding the request.
  3. If a listed DBE is terminated or substituted, CONSULTANT shall make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.
- F. COUNTY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization. COUNTY shall request that CONSULTANT notify COUNTY's contract administrator, or designated representative, of any changes to its anticipated DBE participation before starting the affected work and maintain appropriate records regarding DBE utilization, including, without limitation: the name and business address of each 1st-tier subconsultant; the name and business address of each DBE subconsultant, DBE vendor and DBE trucking company, regardless of tier; and the date of payment and total amount paid to each business as set forth in Attachment F – DBE Running Tally of Payments (Exhibit 9-F), which is attached hereto and incorporated herein by reference as if set forth in full. If CONSULTANT is a DBE, CONSULTANT shall include the date of work performed by its own forces and the corresponding value of the work.
1. 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 COUNTY.
  2. Upon completion of the work, CONSULTANT shall complete Attachment G – DBE Certification Status Change (Exhibit 17-O), which is attached hereto and incorporated herein by reference as if set forth in full, and submit the completed form to COUNTY within thirty (30) days after contract acceptance.
  3. Upon completion of the work, CONSULTANT shall complete Attachment H – Final Report – Utilization of DBE First-Tier Subconsultants (Exhibit 17-F), which is attached hereto and

incorporated herein by reference as if set forth in full, and submit the completed form to COUNTY within ninety (90) days after contract acceptance. COUNTY shall withhold Ten Thousand Dollars (\$10,000.00) until the completed form is submitted by CONSULTANT. COUNTY shall release the funds withheld to CONSULTANT upon submission of the completed form.

4. COUNTY's DBE participation reports to Caltrans shall display any and all DBE participation commitments and attainments.
- G. A DBE is only eligible to be counted toward the DBE participation goal set forth herein if it performs a commercially useful function ("CUF"). CUF must be evaluated on an agreement-by-agreement basis. 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 and ordering, installing and paying for materials, if applicable. To determine whether a DBE is performing a CUF, the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the agreement is commensurate with the work it is actually performing and other relevant factors must be evaluated.
- 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 an extra participant, similar transactions, particularly those in which DBEs do not participate, must be examined.
- 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 to each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the dollar value of such work.
- K. If a DBE subcontractor is decertified during the life of this Agreement, the decertified subcontractor shall notify CONSULTANT in writing with the date of decertification. If any of CONSULTANT's subconsultants become certified DBEs during the term of this Agreement, such subconsultants 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. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the tenth (10<sup>th</sup>) of the following month, CONSULTANT shall complete and email Attachment F – DBE Running Tally of Payments (Exhibit 9-F) to [business.support.unit@dot.ca.gov](mailto:business.support.unit@dot.ca.gov) with a copy to COUNTY.
- M. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this article.

#### **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: Charlie Hayler, Project Manager  
1225 Central Avenue, Suite 10  
McKinleyville, California 95519

////

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.

#### **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 Order. 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 FROM COUNTY TO CONSULTANT**

COUNTY shall make any progress payments required hereunder within thirty (30) days after receipt of an undisputed and properly submitted payment request from CONSULTANT. If COUNTY fails to pay promptly, COUNTY shall pay interest to CONSULTANT, which accrues at the rate of ten percent (10%) per annum on the principal amount of a money judgment remaining unsatisfied. COUNTY shall review each payment request as soon as practicable after the receipt thereof for the purpose of determining whether the payment request is suitable for payment. Any payment request that COUNTY determines is not suitable for payment shall be returned to CONSULTANT as soon as practicable, but not later than seven (7) days, after the receipt thereof. A request returned pursuant to this article shall be accompanied by a document setting forth in writing the reasons why the payment request is not suitable for payment.

**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: Charlie Hayler, Project Manager  
1225 Central Avenue, Suite 10  
McKinleyville, California 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]

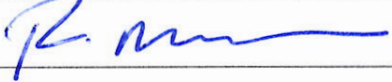
**ARTICLE XXXIX – SIGNATURES**

*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.*

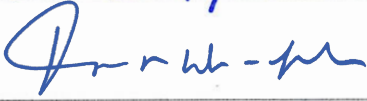
**GHIRARDELLI ASSOCIATES, INC.:**

By: 

Date: 4/19/23

Name: RANDALL BRUNER PE

Title: PRESIDENT/CEO

By: 

Date: 4/19/2023

Name: Raewyn M. Lelo-Butcher

Title: Executive Vice President|Secretary

**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 Certification Status Change (Exhibit 17-O)
- Attachment H – Final Report – Utilization of DBE First-Tier Subconsultants (Exhibit 17-F)
- Attachment I – Certification of Indirect Costs and Financial Management System
- Attachment J – Disclosure of Lobbying Activities (Exhibit 10-Q)
- Attachment K – Liability Insurance



**ATTACHMENT A**  
**SCOPE OF WORK**



## 5.0 Quality Assurance Capabilities

**Proven approach used on county projects.**

### 5.1 Project Understanding and Quality Control

#### 5.1.1 Quality Control

Our Project Manager, Charlie Hayler, PE, QSD, will be the County's primary point of contact for the project, coordinate staff assignments, and perform quality control reviews for the services and deliverables. As needed basis, Nathaniel Steen, PE, will assist Charlie by coordinating consultant staff services, supporting quality control reviews, and supervising field personnel.

As construction begins and construction management services commence, the project Resident Engineer Nathaniel Steen and Structures Representative, Matt McKeon will communicate with the County's Project Coordinator and schedule services with subconsultant firms.

Key to communication is the project weekly scheduling and coordination meeting. This meeting is typically conducted at the project site with a minimum of the Resident Engineer, County Project Coordinator, Contractor's foreman, and on-site construction inspector in attendance. Other County, Contractor, and construction management staff including subconsultants may be invited to

the meetings. Other stakeholders may also be invited including utility companies, community service districts, first responders, permit agencies representatives, local tribal governments, etc. Conducting the meeting at the project site allows for a joint review of the construction operations and a detailed discussion of future operations.

For each meeting, we will prepare an agenda that includes the status of relevant submittals, plans and programs and resource or service scheduling such as construction staking, materials sampling and testing, geotechnical review of a foundation, environmental services (i.e., bird surveys, fish rescues, etc.), and status source inspection of manufactured materials, etc. At the meeting, a Contractor's short-term construction schedule (generally a 3 week look-ahead) will be reviewed by the group who will then confirm the scheduling of resources as well as relevant submittals, plans and working drawing reviews for future activities.

#### 5.1.2 Project Understanding and Challenges

##### Services Needed

We understand that the County desires to retain an experienced and qualified consulting firm to provide construction management services for the Humboldt Bay Trail South Project. The selected consultant

(Team) must have the ability to provide qualified, trained, and experienced staff to provide a range of services including:

- Project Manager
- Resident Engineer with structures construction experience
- Office engineering
- Construction inspection
- Construction staking coordination
- As-built survey information
- Coordinate and perform materials testing
- Prepare and implement a manufactured materials Source Inspection Quality Management Plan (SIQMP)
- Public information services / public outreach
- Environmental, biological, and cultural monitoring services
- Constructability review and provide expert assistance
- Coordinate with construction contractors, Caltrans, utility owners, and community services districts
- Regulatory compliance services

### The Project

The Humboldt Bay Trail South Project is intended to provide non-motorized (primarily pedestrian and bike) transportation and recreational access connecting the City of Eureka's Waterfront Trail to the City of Arcata's Humboldt Bay Trail North via a 10-foot-wide Class I multi-use trail. The project would connect to the existing Eureka Waterfront Trail, starting just south of NCRA's Eureka Slough Bridge in Eureka, and continuing along the NCRA railroad transportation corridor north towards Brainard Slough. In addition to the proposed trail improvements between Eureka and Brainard Slough, the project includes sections of cable barrier installed at specified locations between the existing Humboldt Bay Trail North Project and U.S. Highway 101.

Project stakeholders include but are not limited to: County of Humboldt, Caltrans District 1, City of Eureka, City of Arcata, Humboldt County Association of Government (HCAOG), California Coastal Conservancy, North Coast Railroad Authority (NCRA), Humboldt Trails Council, Redwood Community Action Agency (RCAA), Timber Heritage Association (THA).

The approximately 4.2-mile-long trail alignment is divided into nine segments and the Humboldt Bay

Trail North segment, where the safety cable barrier extension is proposed. The segments with proposed scope of construction other than the 10-foot-wide Class I multi-use trail are described as:

**No. 1, Connection to the Waterfront Trail, 100' length,** the alignment includes the approach to the Eureka Slough Bridge (trail on railroad structure) and connects to the existing Eureka Waterfront Trail. A 200' length of the Eureka Waterfront Trail will be reconstructed.

**No. 2, Eureka Slough Crossing, 725' length,** a cooperative use agreement with NCRA allows the existing Eureka Slough Bridge superstructure to be reconstructed to accommodate pedestrian and rail traffic. Eureka Slough NCRA Bridge Retrofit (17'x723') – Existing bridge construction consists of: Spans 1-5 and 7-22 are precast prestress PCC box girder and Lift Span 6 is steel plate girders. The superstructure in Span 6 is to be retrofitted by: cleaning and painting girder flanges; replacing existing timber ties, installing clamped flangeway filler strips at the exist RR rails; installing treated laminated timber deck; installing treated glue-laminated timber pedestrian railing. The superstructure in Span 1-5 and 7-22 is to be retrofitted by replacing existing timber ties; placing aggregate base with geotextile reinforcement; placing either installing clamped flangeway filler strips or flangeway filler strips at the exist RR rails; placing a 2" thick HMA surface; and installing treated glue-laminated timber pedestrian railing.

**No. 3, East Eureka Slough, 1,850 length,** Easterly approach to the Eureka Slough Bridge. Trail to be constructed adjacent to the railroad prism. Construction is anticipated to consist of clearing and grubbing, reestablishment of tidal channels (channel relocation), revetment construction for bank and shore protection, culvert construction, Class 1 path with HMA surfacing, and relocation of roadside signs,

**No. 4, Eureka Slough to Brainard Mill Site, 4,875' length,** Trail is to be constructed between the railroad and highway US-101 with a new trail bridge (South CRC Bridge) connection over the bay. Construction is anticipated to consist of establishment of tidal channel(s), a new bridge, bridge approaches surfaced with PCC pavement and flangeway fillers at rail crossing, Class 1 path with HMA surfacing, culvert construction, relocation of roadside signs, and chain link fence with gates for access control. South CRC

Bridge (12'x48') – a single span bridge with CIP PCC abutments (A-1 & A-2) supported on 14" Dia. CISS. Piles. The superstructure consists of voided precast prestressed PCC deck slab (thickness = 15") with an HMA wearing course and metal pedestrian rails. RSP to be placed under and around bridge abutments for bank and shore protection.

**No. 5, Brainard Mill Site, 5,375' length,** Trail is to be constructed on the perimeter levee. Construction is anticipated to consist of fence and gates on each side of the path for access control. Construction of a potential overlook area on the bay side of the trail is mentioned.

**No. 6, North bridge crossing from mill site to railroad, 200' length,** Construct new trail bridge (North CRC Bridge) over bay. North CRC Bridge (12'x170') – 3 span bridge with CIP PCC abutments (A-1 & A-4) supported on 14" Dia. CISS. Piles, two (2) bents (B-2 & B-3) supported by 14" Dia. CISS. Piles with precast PCC bent caps. The superstructure consists of voided precast prestressed PCC deck slabs (thickness = 21") with an HMA wearing course and metal pedestrian rails.

**No. 7, North Eucalyptus area, 2,550' length,** Trail is to be constructed between the railroad and highway US-101. Construction is anticipated to consist of Eucalyptus Tree removal, revetment construction for bank and shore protection, culvert construction, and relocation of roadside signs. Closure of the adjacent lanes of US-101 will be required for the Eucalyptus Tree removal.

**No. 8, South of Bracut Industrial Area, 4,050' length,** Trail is to be constructed between the railroad and highway US-101. Construction is anticipated to consist of revetment construction for bank and shore protection, culvert construction, relocation of roadside signs,

**No. 9, Bracut Industrial Area to Brainard Slough, 2,630' length,** Trail is to be constructed between the railroad and highway US-101 with a new bridge over Brainard Slough. Construction is anticipated to consist of a new bridge, revetment construction for bank and shore protection adjacent to Humboldt Bay, removing the rail and storm drains and wooden piles at the Brainard Slough levee, constructing a PCC box culvert under the level at Brainard Slough, and relocation of roadside signs. At Bracut Industrial Area

entrance from US-101, an ADA compliance crossing will be constructed along with appropriate pavement delineation and a highway lighting system. Brainard Slough Bridge (12'x80') - a single span bridge with CIP PCC abutments (A-1 & A-2) supported on 14" Dia. CISS. Piles. The superstructure consists of voided precast prestressed PCC deck slab (thickness = 30") with an HMA wearing course and metal pedestrian rails.

The construction project is anticipated to provide repairs to segments of the railroad facility that have been damaged by bay tidal wave action, erosion, and floods by constructing bank and shore protection (rock revetments), removing railing, and raising the elevation of the railroad grade.

We understand that the future construction contract is anticipated to have a value of \$11,940,000 and a duration of 160 working days. We have prepared a construction progress schedule based on the available project information. This schedule is included in the SOQ and validates the initial estimate of working days. A significant feature of the project which saves time is the use of prefabricated PCC bridge deck slabs and bent caps in the structures work.

#### Project references

In addition to RFQ No. DPW2022-002 Construction Management Services for Humboldt Bay Trail South, the following information was provided for consultant review in preparation of this SOQ:

- 60% plans prepared by GHD.
- 60% Cross Sections prepared by GHD.
- Final Geotechnical Report prepared by Crawford & Associates.
- Environmental commitments Record
- Humboldt Bay Trail South Tree Risk Assessment Report prepared by Dryad, LLC.
- California Environmental Act Public Review Document, Initial Study & Proposed Mitigation Negative Declaration, prepared by GHD.
- Segment 3 Tidal Channel Relocation, Technical Memorandum prepared by GHD.
- Notice of Determination in Compliance with Section 21108 or 21152 of the Public Resources Code, Prepared by Humboldt County.
- Addendum No. 1, RFQ No. DPW2022-002 dated 12/7/2022.

## Project Challenges

A project field review was conducted during our research in preparing this SOQ. The following observations, assumptions, and potential challenges were noted with regard to existing site conditions and future construction operations:

- Generally with railroad facilities and lumber mill sites, contaminants and hazardous wastes (asbestos, PCBs, petroleum spills, etc.) are associated with system operations, and if discovered during construction our subconsultant, LACO Associates will be available to participate in the evaluation and removal of such materials should they be encountered.
- Existing railroad ties have deteriorated with ballast (rock) washed away due to drainage and wave action in sections adjacent to the bay (**see example below**). Some metal fastener assemblies which connect the rail to the ties have corroded and are no longer effective. In general, the railroad cannot be used without extensive reconstruction and replacement of railroad components.
- The proposed project elements provide for work in Humboldt Bay, existing drainage ditches, and intersecting water course. Preparing a project-specific conceptual SWPPP should be considered for conveying environment permit requirements and conditions and provide the basis for BMPs, and controls required and expected for the construction operations and be included in the supplemental information



**Railroad ties will need to be replaced in locations (example above) along the project alignment.**

provided to the bidders. We have several members of our Team, such as Nathaniel, Jaimie, and Charlie, which have vast SWPPP experience with similar projects and are available to prepare the conceptual SWPPP.

- In Segments 3 and 4 homeless encampments were noticed in the vegetation adjacent to the railroad embankment. These segments may require some environmental assessment/evaluation to remove contaminated wastes and other debris.
- Portions of Segments 4 and 5 are within the air space/glide path for the adjacent Murry Field airport.
- Segments 3 and 4 appear to have a significant amount of tidal channel reestablishment/relocation (**example below**). Our subconsultant, LACO Associates will be available to participate in monitoring and/or evaluating this work.
- The proposed North CRC Bridge site is situated near some existing buildings belonging to the California Redwood Company. Performing pre-pile driving inspections, documenting dwelling conditions, and monitoring ground movement/vibration should be completed to help ensure no issues arise from settlement or other disturbances. Our subconsultant Albat Co. has retained the services of Abe Construction Services to monitor pile driving operations and they can perform any necessary inspections and documentation.
- Encroachment permits will be required for working within the right of way belonging to



**Tidal channels in segments 3 and 4 have shifted significantly (example above).**

Caltrans, City of Eureka, NCRA, and the City of Arcata. For the CRC Mill Site (Segments 5 & 6), rights of entry should be obtained to allow access through the mill yard to gain access at various location to facilitate construction. For the Bracut Industrial Area (Segment 9) rights of entry and construction easements should be obtained to facilitate construction.

- A project specification traffic management plan covering public traffic, pedestrians, bicyclists, and construction access should be developed to provide safe ingress and egress from US-101.
- The proposed project elements provide for work in Humboldt Bay, existing drainage ditches, and intersecting water course. Preparing a project-specific conceptional SWPPP should be considered for conveying environment permit requirements and conditions and provide the basis for BMPs, and controls required and expected for the construction operations and be included in the supplemental information provided to the bidders. We have several members of our Team, such as Nathaniel, Jaimie, and Charlie, which have vast SWPPP experience with similar projects and are available to prepare the conceptional SWPPP.
- Wildlife protection will be an important component of managing this project. Construction operations including tree removal, clearing and grubbing, constructing shore and embankment protection (revetments), piling driving, structure excavation, embankment construction, etc. are expected to disturb habit. We have included subconsultants O'Brien Biological Consultants and LACO Associates on our Team as they have the qualifications and experience to perform the required site inspections and recommend mitigation strategies to minimize impacts to wildlife and verify environmental and regulatory permit compliance. Our subconsultant Albat Co. has retained the services of Abe Construction Services to monitor pile driving operations. Abe can perform any hydroacoustic monitoring that may be required. We expect piling driving operations may be performed during periods of low tide.

### 5.1.3 Approach to Meet Client and Project Needs

The following section breaks down, in detail, 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, Charlie Hayler and Resident Engineer & Structures Representative Nathaniel Steen and Matt McKeon, will review plans, specification and estimate (P,S&E) and prepare a P-6 CPM progress schedule to help validate the estimate of working days. 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 Associate or subconsultant to perform the task will be based on the 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).

We have teamed with Pro시오 Communications (DBE) to provide public information services including public presentations, preparing public notices and information materials, setting-up project specific websites, preparing video simulations or other services as required or requested by the County.

## 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 inspection staff 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
- Tree Assessment Reports/Studies (Eucalyptus Trees)

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

- Coastal Development Permit
- ESA Biological Opinions (MMFS/USFWS)
- Caltrans Cooperative Agreement
- North Coastal Railroad Cooperative Agreement(s)

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)
- Cal-OSHA Construction Safety Orders
- 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. This will be done in conjunction with the County, Contractor and local property owners. The complete photographic record will be maintained by the County in safe keeping with a copy retained by the Resident Engineer for reference during the work. The Project Team will also take daily digital photos to document progress and site conditions.

### 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
- Traffic Handling including ingress / egress to the adjacent US-101
- Labor Compliance
- EEO/DBE Utilization
- Progress Payment
- Control of Materials
- Source Inspection Requests
- Surveying and Staking
- Project Coordination (Designer & Stakeholders)
- Changes and Extra Work
- Public Relations

## Task 2.0: Construction Phase

Nathaniel Steen, our assigned Resident Engineer and Structures Representative Matt McKeon will oversee contract administration and construction engineering efforts for both the roadway and structures components (bridges, retaining walls, etc.) of the project. He will be assisted by the Assistant Resident Engineer and Structures Inspector, the project site inspector(s) and an Office Engineer.

### Task 2.1: Field Office

The Resident Engineer or Office Engineer will set-up and maintain project files utilizing the Caltrans Standard Construction File Management System per the Caltrans LAPM and Construction Manual. These files (in binders) will be maintained at the Ghirardelli Associates Office located at 1225 Central Avenue, Suite 10, McKinleyville, CA 95519 or other safe location near the project site. A set of electronic project files will also be maintained in a

Shared OneDrive. Our staff are equipped with laptop computers, combination printer/copier/scanner/fax machines, wifi devices, cellular smart phones, and digital cameras for maximum efficiency in their assignments. In essence, our staff's field vehicles are mobile offices.

Office engineering tasks will be performed by Cortney VanHook (Albat) with additional support from Jaimie who will also perform duties for storm water inspection and as needed construction inspection. Subconsultant Albat's local field office is located at 1225 Central Avenue, Suite 9, McKinleyville, CA 95519.

### 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 project 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. We have teamed with Proso Communications (DBE) to help inform and coordinate with property and business owners.

### 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 and/or Assistant 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 trail, roadway, and structures 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 LACO.
- 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 such as precast PCC bridge deck slabs, steel shell piling, anchor bolts, metal railing, etc. 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.
- Review of Contractor shop drawings for all structures work.
- Review and approval of plans and programs to include: Pile driving 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 be performed by consultant surveyors, to include furnishing grades as necessary to the Contractor and 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 Red Cap Road and Williams Creek Bridge Replacement Projects and Shelter Cove Storm Damage Project). 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 Inspector 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, Charlie Hayler 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.

Local Assistance Procedures Manual Exhibit 16-N  
**Employee Interview: Labor Compliance/EEO**

**EXHIBIT 16-N EMPLOYEE INTERVIEW: LABOR COMPLIANCE/EEO**

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

**CONFIDENTIAL**  
This document contains personal information and pursuant to Civil Code  
 1798.21, it shall be kept confidential in order to protect against unauthorized  
 disclosure. INSTRUCTIONS - (SEE REVERSE SIDE)

CONTRACT NO \_\_\_\_\_  
 PFD NO \_\_\_\_\_

**1. TO BE FILLED IN BY INTERVIEWER (Data may be obtained from payroll records or during source document review)**

EMPLOYEE NAME		LABOR CLASSIFICATION	
MINIMUM BASE WAGE PER CONTRACT	BASE RATE	FRINGE BENEFITS	
MINIMUM BASE WAGE PER CONTRACT	BASE RATE	FRINGE BENEFITS	
EMPLOYER		PRIME CONTRACTOR ON THE PROJECT OF SAME, SO STATE	

WORK BEING PERFORMED AT TIME OF INTERVIEW \_\_\_\_\_

**2. QUESTIONS TO BE ASKED OF EMPLOYEE (For owner-operators skip to Section 3)**

a. HOW LONG HAVE YOU WORKED FOR YOUR PRESENT EMPLOYER? \_\_\_\_\_ HOW LONG ON THIS PROJECT? \_\_\_\_\_

b. DESCRIBE THE TYPE OF WORK YOU HAVE BEEN DOING THIS PAST WEEK \_\_\_\_\_

c. WHAT IS YOUR WAGE [Include Base and Fringe Benefits (Compare to Payroll)] \_\_\_\_\_ DO YOU KEEP A RECORD OF THE HOURS YOU WORK? \_\_\_\_\_  
 YES \_\_\_\_\_ NO \_\_\_\_\_

d. DO YOU WORK OVERTIME? \_\_\_\_\_ ARE YOU PAID TIME AND ONE-HALF FOR OVERTIME? \_\_\_\_\_ IF YES, EXPLAIN \_\_\_\_\_  
 FREQUENTLY  SELDOM  NONE

e. HAS YOUR EMPLOYER DIRECTED YOUR ATTENTION TO THE REQUIRED WAGE RATE POSTERS ON THE PROJECT? \_\_\_\_\_ YES  NO  HAVE YOU SEEN THOSE POSTERS? \_\_\_\_\_ YES  NO  IF NO, EXPLAIN \_\_\_\_\_

f. ARE YOU AWARE OF THE CONTRACTOR'S EEO POLICIES? \_\_\_\_\_ YES  NO  DOES THE CONTRACTOR HOLD REGULAR EEO MEETINGS? \_\_\_\_\_ YES  NO  HOW OFTEN? \_\_\_\_\_  
 WHO CONDUCTS THE MEETINGS? \_\_\_\_\_ WHO IS THE EEO OFFICER FOR YOUR EMPLOYER? \_\_\_\_\_ WHO IS THE EEO OFFICER FOR THE PROJECT? \_\_\_\_\_

g. ARE YOU INTERESTED IN / OR HAS YOUR EMPLOYER ORDERED YOU OF INF UPGRADE AND TRAINING POSSIBILITIES? \_\_\_\_\_ YES  NO  IF YES, EXPLAIN \_\_\_\_\_

**3. QUESTIONS FOR OWNER-OPERATORS**

a. EQUIPMENT DESCRIPTION \_\_\_\_\_ TRUCK LICENSE NO. \_\_\_\_\_ TRUCK CV # \_\_\_\_\_  
 HOUR RATE (Fully operated and maintained) \_\_\_\_\_ BASE EQUIPMENT RATE \_\_\_\_\_ ON WHAT DO YOU BASE YOUR EQUIPMENT RENTAL RATE? \_\_\_\_\_ HOURLY  WEEKLY  MONTHLY

b. DO YOU OWN THE EQUIPMENT? \_\_\_\_\_ YES  NO  MAY I SEE YOUR CERTIFICATE OF OWNERSHIP? \_\_\_\_\_ (Interviewer Note Response) \_\_\_\_\_

LEGAL OWNER \_\_\_\_\_ REGISTERED OWNER \_\_\_\_\_

**4. EMPLOYEE COMMENTS**  
 DO YOU HAVE ANY COMMENTS OR COMPLAINTS ABOUT WAGES OR EEO POLICIES? BE SPECIFIC \_\_\_\_\_

**5. INTERVIEWER'S COMMENT** \_\_\_\_\_

NAME OF INTERVIEWER (PRINT) \_\_\_\_\_ DATE \_\_\_\_\_ NAME OF RESIDENT ENGINEER (PRINT) \_\_\_\_\_ DATE \_\_\_\_\_  
 SIGNATURE OF INTERVIEWER \_\_\_\_\_ SIGNATURE OF RESIDENT ENGINEER \_\_\_\_\_

Page 1 of 2  
July 11, 2018

**We will conduct employee interviews at least once per month, per trade using LAPM Exhibit 16-N (above.)**

Our Field Inspector will conduct periodic employee interviews using LAPM **Exhibit 16-N (example above)**, 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 CM 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 and 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 LACO to provide as needed field materials testing and construction staking / surveys in addition to providing wetland, biological and environmental services. Should the County's materials laboratory staff or surveying consultant(s) be unavailable to support the project due to other commitments, our team can cover the work.

### Task 2.12: Safety Meetings

Safety Meetings (tailgate) will be scheduled every 10 working days for the construction management staff. Regular attendees will be the Resident Engineer, inspector and other interested parties. The purpose of the meeting is to discuss safety for current project operations and site conditions and public and personal safety and other concerns. We will prepare and file a written attendance record and document the subjects discussed including recommendations and actions to file in the project records and distribute to the County and Ghirardelli's Safety Officer. Whenever possible, the Resident Engineer and inspection staff is encouraged to attend the Contractor's 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, 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 (often the Office Engineer) will maintain document control logs.

### Task 2.15: Project Submittals and 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 mentioned elsewhere in this document
- 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
- Metal Pedestrian Railing
- Pile Placement Plans
- Field Welding Plans
- MSE Walls
- Precast concrete structures and components (drainage inlets, deck panels, etc.).

#### **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 on-site inspector will coordinate necessary quality assurance (QA) 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 (JMF) and PCC Mix Designs (trial batches).

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

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

#### **Task 2.18 Materials Source Inspection**

Materials inspected off-site may include:

- Precast PCC Bridge Deck Slabs
- Steel Shell Piling
- Anchor Bolts
- Metal Railing
- Light Poles, Mast Arms, and Luminaries
- Service Pedestals and Cabinets

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 and iron 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 Piles
- Steel Sheet Piling
- Treated Timber Lagging
- Cable Railing
- 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

Our construction management 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. Our consultant partner, LACO, is prepared to perform construction staking and surveys on an as-needed basis and provide as-built survey information should the County's survey resources be unavailable to meet the Contractor's survey requests due to other obligations. Stakes, marks, and data provided to the CM 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 field staff will have access to precision and laser level instruments and total stations at the project site.

Our Resident Engineer / Structures Representative or Structures 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, LACO 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
- COVID-19 – PPE and social distancing
- 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 and/or the Assistant Resident Engineer will walk the project daily, to monitor and identify safety issues. In addition, our inspection staff will review their portion of the work every day.

#### **Task 2.23 Environmental and Permitting Requirements**

The Resident Engineer and inspection staff will thoroughly review the project-specific environmental commitments record, environmental permits, CEQA and NEPA documents for the project and become fully familiar with any environmentally sensitive areas (ESAs), required mitigation, protected species, etc. During construction operations, our staff will monitor the Contractor's compliance with the contract's environmental provisions. We have partnered with O'Brien Biological Consultants and LACO to provide environmental and biological services.

#### **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/Structures Representative 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

Our subconsultant partners, O'Brien Biological Consultants and LACO, assist with enforcing the environmental stewardship, environmental, biological provisions of the project to including compliance with CEQA and NEPA.

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

#### **Task 2.28: CM Progress Reports and Budget**

Our assigned Project Manager will prepare a progress report documenting construction management activities performed during the month, anticipated activities for the following month, and construction management budget status with expenditure projections for following months. We will submit this report with the consultant invoice and labor compliance documentation.

#### **Task 2.29: Structures Technical Tasks**

The structures (bridge) work consists of the following a retrofit of an existing bridge and construction of three (3) new bridges.

**North CRC Bridge (12'x170')** – 3 span bridge with CIP PCC abutments (A-1 & A-4) supported on 14" Dia. CISS. Piles, two (2) bents (B-2 & B-3) supported by 14" Dia. CISS. Piles with precast PCC bent caps. The superstructure consists of voided precast prestressed

PCC deck slabs (thickness = 21") with an HMA wearing course and metal pedestrian rails.

**South CRC Bridge (12'x48')** – a single span bridge with CIP PCC abutments (A-1 & A-2) supported on 14" Dia. CISS. Piles. The superstructure consists of voided precast prestressed PCC deck slab (thickness = 15") with an HMA wearing course and metal pedestrian rails

**Brainard Slough Bridge (12'x80')** - a single span bridge with CIP PCC abutments (A-1 & A-2) supported on 14" Dia. CISS. Piles. The superstructure consists of voided precast prestressed PCC deck slab (thickness = 30") with an HMA wearing course and metal pedestrian rails.

**Eureka Slough NCRA Bridge Retrofit (17'x723')** – Existing bridge construction consists of: Spans 1-5 and 7-22 are precast prestress PCC box girder and Lift Span 6 is steel plate girders. The superstructure in Span 6 is to be retrofitted by: cleaning and painting girder flanges; replacing existing timber ties, installing clamped flangeway filler strips at the exist RR rails; installing treated laminated timber deck; installing treated glue-laminated timber pedestrian railing. The superstructure in Span 1-5 and 7-22 is to be retrofitted by replacing existing timber ties; placing aggregate base with geotextile reinforcement; placing either installing clamped flangeway filler strips or flangeway filler strips at the exist RR rails; placing a 2" thick HMA surface; and installing treated glue-laminated timber pedestrian railing.

Our Resident Engineer / Structures Representative will review, check, or perform independent analysis of engineering submittals pertaining to the structures and will inspect and direct staff inspection efforts. We understand that the design team may be contracted to review or analyze certain submitts.

#### **Task 2.30: Shoring Systems**

The Resident Engineer 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 2.31: Temporary Bridges**

Our Resident Engineer / Structures Representative will review the Contractor's proposed temporary bridge, rail flatcar bridge, trestle system, or equivalent which will be used to provide access to



any bridge component location that may not be reachable by crane.

#### **Task 2.32: Bridge Removal/Demolition Plans**

The Resident Engineer/Structures 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 stream, bay, or channel.

#### **Task 2.33: Concrete Mix Designs**

The Resident Engineer/Structures 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 2.34: Clean and Paint Existing Steel Girder Flanges**

The Resident Engineer/Structures Representative will review the Contractor's painting quality control program to ensure surface preparation and paint is performed in accordance with specifications. Containment systems will be required to capture lead and zinc residue resulting of the removal of existing paint / coating systems. The residue including blast medial will be disposal of at an appropriate facility with documentation entered into the project files.

#### **Task 2.35: Pile Driving Systems**

The Resident Engineer/Structures Representative will secure and review the submittals required by the specifications for pile driving operations. These submittals may include:

1. Pile Work/Handling plan if the operations are

closer than the length of pile being handled or installed near public traffic or areas open to public use.

2. Driving System Submittal which may include: drivability studies and analysis; selected hammer specifications including energy; cap blocks; pile cushions; follower information; pile compressive, tensile, and driving resistance verses blow count per foot length of pile; soil parameters; assumptions and a completed Pile and Driving Data Form.
3. Crane submittals to include equipment specification data, lifting charts, set-up / layout sketches, equipment, and operator certifications. Designer guidance will be secured should problems be encountered with reaching the planned pile tip elevation or bearing or unforeseen conditions affecting pile installations. There are existing overhead utility lines at the project site, we will ensure this line are addressed in the Contractor's pile handing and driving plans.
4. Hydroacoustic monitoring plan before pile driving activities commence, if required by the specifications or environmental permits.

ABE Construction Services under subconsultant Albat will provide Dynamic monitoring of the pile driving operations.

The Resident Engineer/Structures Representative or Structures Inspector will monitor driving conditions and operations to help verify compliance with the specifications (nominal resistance – blow count/ft. and tip elevation).

#### **Task 2.36 Formwork Systems**

Our Resident Engineer/Structures 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 2.37: Falsework**

Our Resident Engineer/Structures 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 2.38: Post-Tensioning Operations**

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

#### **Task 2.39: Joint Seal Calculations**

The Resident Engineer/Structures 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 2.40: 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 Associates 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 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, CM staff will provide the County staff with an original set of construction documents, cataloged in accordance with the Caltrans File Management System, which includes all documented correspondence, diaries, reports, photos, correspondence, contract documents, labor compliance, materials 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.

## 5.1.4 Innovative Techniques and Project Enhancements

In reviewing the project, we have identified two areas to enhance the project and provide additional value to the County, GIS mapping with Unmanned Aerial Vehicle (UAV) systems, and electronic report submittal.

### GIS-Capable UAV Support

Because this project is very linear (4.25 miles in length), it is ideal for using Unmanned Aerial Vehicles (UAVs/drones) to aid in monitoring and reporting construction progress. Ghirardelli and LACO Associates are licensed for commercial UAV use. Photographs and data obtained with drones can form the basis for reports and briefings provided to the project stakeholders such as Caltrans, the County



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

Board of Supervisors, regulatory agencies, and the public.

Additionally, UAV systems can be used to identify areas and locations for work entrances, check for potential hazards such as utility conflicts and presence of trees (such as the eucalyptus trees along the project alignment). Verify cut and fill volumetric measurements for pay applications, document changes, and provide more thorough pre-construction condition documentation.

### **5.1.5 Approach to Staff Continuity**

Our Project Manager and Resident Engineer have more than two decades working together on construction projects and managing staff for multiple projects and contracts. They will confirm the project is always appropriately and economically staffed and will maintain staff continuity. Consultant Team members identified for this project are committed to the project until completion. Should a reduction in staffing levels be necessary due to limits construction operations or a suspension of the work, each member of our staff will be temporarily assigned to a local project or administrative task, then returned to the project when needed.

Consultant staffing level will be discussed with the County's Project Manager, and they will be advised of any proposed changes to secure their concurrence.

### **5.1.6 Communication and Problem Resolution**

The basis for communications with the Consultant staff and County staff begins with our Resident Engineer (RE) Nathaniel Steen providing a daily briefing to the County's Project Manager in which they will discuss at a minimum progress, potential issues, and scheduling of County resources such as materials testing or construction staking. Email will be used to document important issues and requests for support. Our Resident Engineer will prepare a daily report for the project files. County's Project Manager will be copied on responses to RFI, submittal reviews, issued weekly statement of workdays, and other documents as appropriate.

A weekly progress meeting will be conducted with the consultant staff, County staff, and construction contractor staff to discuss project issues progress,

potential changes, status of submittals and plans, and schedule resources such as materials testing and construction staking. As appropriate, members of the design team, Caltrans Oversight Engineer, and other stakeholder representatives may be invited to attend the meeting.

In the case of Requests for Information (RFIs), change requests, protests, or potential claims, our RE will immediately contact the County's PM to begin initial discussions and consult other County support branches and the design team as necessary to review and prepare a response to the Contractor.

## **Humboldt County**

### **Construction Management Services for the Humboldt Bay Trail South Project**

#### **SCOPE OF WORK – OUTREACH**

To support the community outreach efforts during the Humboldt Bay Trail South Project, Pro시오 Communications will conduct the activities outlined below.

#### ***Informational Materials***

PC will develop informational materials as needed for the project. Materials may include a project fact sheet that provides an overview of the project and background information, purpose and benefit to the community, and contact information for residents and stakeholders to ask questions or submit concerns. The fact sheet can be posted online (e.g., on the County website) and shared at public events or other in-person meetings.

Throughout the duration of the project, PC will also develop any other graphics that are needed for informational materials, presentations, or other project materials.

Deliverables:

- Fact sheet copy and design
- Electronic files for printing/posting online
- Other project graphics/materials as needed

#### ***Project Email***

Pro시오 will set up a project-specific email address as a mechanism for the public to ask questions or provide feedback about the project. The email will remain active for the duration of the construction activities. Pro시오 Communications will monitor and track all emails received, send inquiries to the appropriate project team members, and facilitate responses.

Deliverables:

- Set up/monitor project email and assist with responses, as needed

#### ***Social Media***

Humboldt County has an established presence on Facebook, with more than 5,500 page “likes,” as well as Twitter, with more than 3,000 current followers. PC will work with the project team to support any social media outreach efforts related to the project. This will include developing a series of 6-10 posts that can be used to provide ongoing updates and information, including project background and benefits, and information about upcoming public meetings. The PC team will also support additional content needs as they arise, such as highlighting key milestones or other important project updates.

Deliverables:

- Social media post content (6-10 posts)
- Ongoing social media support and as-needed content development

#### ***Project Management***

A member of the outreach team will participate in project planning meetings, to provide strategic consultation regarding communication efforts related to the project. All project management activities will be included under this task, as well, including project coordination, team calls, and other unplanned coordination needs.

**Humboldt County**  
**Construction Management Services for the Humboldt Bay Trail South Project**

Deliverables:

- Participation in project meetings
- Ongoing project coordination
- Monthly reporting

**FEE ESTIMATE – OUTREACH**

TASK DESCRIPTION	Amount
<b>Informational Materials</b>	\$ 14,948.60
<b>Project Email</b>	\$ 7,072.30
<b>Social Media</b>	\$ 7,356.95
<b>Project Management/Meetings</b>	\$ 13,346.14
<b>ODCs</b> <i>(Includes travel and printing)</i>	\$ 1,000.00
<b>TOTAL:</b>	<b>\$ 43,723.99</b>



## EXHIBIT A

Testing Services for Ghirardelli Associates  
Humboldt Bay Trail  
Eureka, California  
LACO No. 9651  
January 12, 2023

LACO Associates (LACO) is pleased to submit this scope and fee estimate for testing services. Based upon our review of the Humboldt County Labs (County) Sampling Frequency Requirements Table supplied by Ghirardelli and discussion with client; services provided will generally consist of soil and aggregate laboratory testing, field compaction testing, concrete aggregate testing and concrete field testing, lab and field asphalt sampling and testing, Wetland and biological assessments and project management.

The project consists of construction of the Humboldt bay Trail segment of Class 1 multi-use trail. The trail generally consists of a 10 foot (8 foot in some areas) paved section designed to accommodate pedestrians and at times emergency vehicles and two unpaved shoulders. The project also includes 3 aluminum bridges and trail amenities along the alignment.

### LABORATORY AND FIELD TESTING SUMMARY

Task	Task Description	Estimated Fee
1210	Wetland and Biological Assessment	\$7,065.00
1220	Compaction Testing (61 site visits of 3 hours each and 8 curves)	\$51,4970.00
1225	Rock Slope Protection (19 tests for Durability and Specific Gravity)	\$7,951.50
1230	Concrete Sampling and Testing (6 testing events)	\$6,660.00
1280a	Asphalt Lab Testing QAP (7 sample events)	\$8,023.00
1280b	Asphalt Density Testing (7 site visits of 4 hours each)	\$6,545.00
1330	Engineer Oversight & Project Management	\$12,125.00
	<b>Total Estimated Fee</b>	<b>\$99,866.50</b>

#### Task 1210 – Wetland and Biological Assessment

We have budgeted for 12 hour field time and 1 report for the wetland and biologic assessment.

#### Task 1220 - Compaction Testing

Based on the County table, we have budgeted for a total of 61 site visits of two hours each for the various trail improvements (46 at subgrade and 15 at aggregate base course). We anticipate 7 curves for the subgrade and one for the aggregate base course. We have anticipated the work will be completed intermittently over the course of the project. It is assumed that any fill in landscape or non-traffic areas will not need testing.

#### Task 1225 – Rock Slope Protection

We have budgeted for 19 sampling events of the Rock Slope Protection. We will collect samples and perform durability and specific gravity.

#### Task 1230 Concrete Sampling and Testing

We have budgeted for 6 site visits of four hours each for the various structural concrete pours. LACO will sample and test for slump and air entrainment; document ambient air temperature and concrete temperature; and fabricate

21 W. 4th Street, Eureka, California 95501 707 443-5054 Fax 707 443-0553  
311 S. Main Street, Ukiah, California 95482 707 462-0222 Fax 707 462-0223  
3450 Regional Parkway, Suite B2, Santa Rosa, California 95403 707 525-1222

Toll Free 800 515-5054 [www.lacoassociates.com](http://www.lacoassociates.com)

cylinders for compressive strength testing. We have budgeted for three sets of concrete cylinders. Sample pick up within 48 hours of the cast date has been included.

**Task 1280a - Asphalt Lab Testing**

Lab testing has been budgeted for seven sampling events. We have anticipated one mix design for the project and will collect asphalt samples of sufficient quantity to perform additional testing if needed and will be and held for the duration of the warranty period.

**Task 1280b - Asphalt Density Testing**

We have budgeted for seven site visits of four hours for the paving operations. We will check density of the asphalt paving by nuclear method using the submitted mix design and the maximum density reference. We will attempt to incorporate these testing visits with the asphalt aggregate sampling events as a cost savings measure.

**Task 1330 - Engineer Oversight & Project Management**

All services will be provided under the supervision of a licensed Civil Engineer. Project management tasks include report preparation, project management, invoicing, internal budget monitoring, resource scheduling, and internal LACO quality review procedures. Distribution of test results to the owner, design team, project inspector, and the contractor by email.

**CONDITIONS AND ASSUMPTIONS**

- Budget increases for the items listed will need to be approved by CLIENT with written or email correspondence.
- The actual sequencing of work by the contractor has the potential to significantly change the final fee for the services LACO will provide for this project. Fees could be reduced or increased depending on contractor performance.
- For each site visit CLIENT will be charged labor hours portal to portal, vehicle charges, and equipment charges. No overtime has been anticipated.
- LACO will rely on others (owner or contractor authorized representative) to coordinate the total number of site visits needed to meet the quality assurance and testing requirements of the project.
- LACO assumes submittals for imported backfill will include the proper documentation certifying that the materials meet the project requirements.
- Material testing or observation performed by LACO in no way relieves the contractor of their obligation to perform the work in accordance with the requirements of the contract documents, including commonly accepted industry practices.
- Prevailing wage rates for on-site time for LACO staff have been assumed. We will submit weekly certified payroll to the DIR.
- LACO assumes that CLIENT or CLIENT representative will provide safe access during on-site visits to facilitate required field testing and sampling.
- Testing and sampling methods by LACO staff will be in accordance with the project specifications applicable to this project.
- Design recommendations, responses to RFIs, or submittal reviews have not been included in this scope.
- CLIENT will provide access to contract documents including project plans, specifications, and any changes to the documents during construction, erosion and sediment control requirements, environmental protection measures, and other pertinent construction documents.

Please contact Gary Manhart at 707-443-5054 if you have any questions or you require a hard copy.

**Initials:**            **LACO** \_\_\_\_\_            **CLIENT** \_\_\_\_\_



**ATTACHMENT B**  
**COST PROPOSAL AND SCHEDULE OF WORK**

**Cost Proposal for Construction Management Services for the Humboldt Bay Trail South Project**  
**Project No. RPSTPL-S904(143)**  
**RFQ No. DPMW2022-002**  
 Firm Name: Ghirardelli Associates, Inc. (Project No. 22099)

03/23/2023

Billing Information		Calculation Information	
1st Shift Hourly Billing Rates	2nd Shift Hourly Billing Rates	Overhead	Admin
Normal 0.00%	0.00%	+	+
Overtime 0.00%	0.00%	+	0%
			=
			Continued
			113.51%
			113.51%
			FEE %
			10%

Billing Information	1st Shift Hourly Billing Rates		2nd Shift Hourly Billing Rates		Effective Date		Hourly Rate	% Esc.	Hourly Range for class	Hourly by Task				Hours	Amount
	Strength	OT	Strength	OT	From	To				Prior	Const.	Alter	N/A		
Charlie Hoyer, PE - OSD - Project Manager	\$241.81	\$241.81	\$241.81	\$241.81	11/8/22	6/30/23	\$102.96	3%	\$105.00 - \$122.83	30	166	0	0	196	\$ 47,395.33
Nathaniel Stein, PE - Resident Engineer - Prebidding Wage Structures Representative	\$223.12	\$334.68	\$223.12	\$334.68	11/8/22	6/30/23	\$95.00	3%	\$105.00 - \$122.83	80	970	80	0	1130	\$ 252,123.28
Matt Mcken, PE (S1) Structures Representative	\$221.07	\$331.61	\$221.07	\$331.61	11/8/22	6/30/23	\$94.13	3%	\$65.00 - \$100.00	80	576	16	0	672	\$ 148,562.17
Mike Strahan - Construction Inspector (S1)	\$171.87	\$257.81	\$171.87	\$257.81	11/8/22	6/30/23	\$73.18	3%	\$65.00 - \$100.00	160	960	0	120	1,240	\$ 213,120.39
Mike Strahan - Construction Inspector (O1)	\$171.87	\$257.81	\$171.87	\$257.81	11/8/22	6/30/23	\$109.77	3%	\$65.00 - \$100.00	0	150	0	0	150	\$ 38,671.04
Rick Werner - Construction Inspector (S1)	\$180.86	\$244.30	\$196.71	\$268.09	11/8/22	6/30/23	\$77.01	3%	\$65.00 - \$100.00	0	780	0	0	780	\$ 141,070.80
Rick Werner - Construction Inspector - (O1)	\$180.86	\$244.30	\$196.71	\$268.09	11/7/23	11/7/23	\$104.02	3%	\$65.00 - \$100.00	0	120	0	0	120	\$ 29,316.00
Jaimi Kawano, PE - OSD - SWPPP Inspector / Office Engineer	\$181.90	\$272.85	\$181.90	\$272.85	11/8/22	6/30/23	\$77.45	3%	\$65.00 - \$100.00	40	154	0	0	194	\$ 35,288.57
Tatevic Janelyan, PE - Office Engineer					Hours = 40 / 544 / 40 = 6.24										\$ 120,806.40
Eric Sinerios - Structures Inspector					Hours = 16 / 672 / 16 = 7.04										\$ 127,776.00
SIQWP / Source Inspection / Testing															\$ 77,546.00
Dynamic Monitoring of Piling Drilling Operations															\$ 57,960.00
Public / Community Outreach															\$ 43,723.99
Materials Testing / Biological Services															\$ 99,866.50
<b>Total</b>															<b>\$ 1,433,226.46</b>

- Hourly rates include vehicle, mobile phone, laptop, and camera.
- Any overtime production or delivery service charges shall be billed at actual.
- Rates valid until 11/8/2023. Annual rate escalation is 4%.
- Construction inspection activities are subject to prevailing wage requirements.
- Per prevailing wage requirements, a shift differential is for any covered work shift beginning after 2PM.
- Services based on 60 working day stipulated for the construction contract in A1 to RFQ No. DPMW2022-002.
- The cost proposal is based on an audited PPP OH rate of 113.51% which is stipulated for 1 year of the contract or when Ghirardelli Associates PPP loan forgiveness is fully recovered. The more adjusted rate afterwards is 128.00%.
- The costs of formal claims resolution are not included in this proposal.

**EXHIBIT 10-H1 COST PROPOSAL** (Page 1 of 3)

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

(DESIGN, ENGINEERING, AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed  Prime Consultant  Subconsultant  2nd Tier Subconsultant

Consultant: Ghirardelli Associates, Inc.

RPSTPL-5904(143), Humboldt Bay Trail

Project No. South

Contract No. DPW2022-002

Date 3/23/23

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	Charlie Hayler, PE	196.0	\$ 102.96	\$ 20,180.16
Resident Engineer	Nathaniel Steen, PE	1,130.0	\$ 95.00	\$ 107,350.00
Structures Representative	Matt McKeon, PE	672.0	\$ 94.13	\$ 63,255.36
Construction Inspector	Mike Strahan (S.T.)**	1,240.0	\$ 73.18	\$ 90,743.20
Construction Inspector	Mike Strahan (O.T.)**	150.0	\$ 109.77	\$ 16,465.50
Construction Inspector	Rick Werner (S.T.)**	780.0	\$ 77.01	\$ 60,065.88
Construction Inspector	Rick Werner (O.T.)**	120.0	\$ 104.02	\$ 12,482.10
Construction Inspector	Jaimie Azvedo, PE**	194.0	\$ 77.45	\$ 15,025.30
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -

Total: 4,482.0 \$ 385,567.51

**LABOR COSTS**

a) Subtotal Direct Labor Costs \$ 385,567.51  
 b) Anticipated Salary Increases (see page 2 for calculations) \$ 0.00  
**c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 385,567.51**

**INDIRECT COSTS**

d) Fringe Benefits Rate: 49.25% e) Total fringe benefits [(c) x (d)] \$ 189,892.00  
 f) Overhead Rate: 64.26% g) Overhead [(c) x (f)] \$ 247,765.68  
 h) General and Administrative Rate: 0.00% i) Gen & Admin [(c) x (h)] \$ -  
**j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 437,657.68**

**FIXED FEE**

**k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10.00% \$ 82,322.52**

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

Description of Item	Quantity	Unit	Unit Cost	Total
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -

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

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

Subconsultant 1: Albat Co. (DBE) \$ 384,088.40  
 Subconsultant 2: LACO Associates \$ 99,866.50  
 Subconsultant 3: Prozio Communications (DBE) \$ 43,723.99  
 Subconsultant 4: \_\_\_\_\_

**m) SUBCONSULTANTS' COSTS \$ 527,678.89**

**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 527,678.89**

**TOTAL COST [(c) + (j) + (k) + (n)] \$ 1,433,226.59**

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.

**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>
\$385,567.51	4,482.0	= \$86.03	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	\$86.03	+	3.0%	=	\$88.61	Year 2 Avg Hourly Rate
Year 2	\$88.61	+	3.0%	=	\$91.26	Year 3 Avg Hourly Rate
Year 3	\$91.26	+	3.0%	=	\$94.00	Year 4 Avg Hourly Rate
Year 4	\$94.00	+	3.0%	=	\$96.82	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%	*	4,482.0	=	4,482.0	Estimated Hours Year 1
Year 2	0%	*	4,482.0	=	0.0	Estimated Hours Year 2
Year 3	0%	*	4,482.0	=	0.0	Estimated Hours Year 3
Year 4	0%	*	4,482.0	=	0.0	Estimated Hours Year 4
Year 5	0%	*	4,482.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	4,482.0	

**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 \$	86.03	*	4,482.0	=	\$385,567.51	Estimated Hours Year 1
Year 2 \$	88.61	*	0.0	=	\$0.00	Estimated Hours Year 2
Year 3 \$	91.26	*	0.0	=	\$0.00	Estimated Hours Year 3
Year 4 \$	94.00	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5 \$	96.82	*	0.0	=	\$0.00	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	\$385,567.51	
			Direct Labor Subtotal before escalation	=	\$385,567.51	
			<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 Suconsultant Certifying:**

Name:	<u>Alain Charles</u>	Title*:	<u>Corporate Controller</u>
Signature:		Date of Certification (mm/dd/yyyy):	<u>04/13/2023</u>
Email:	<u>acharles@ghirardelliassoc.com</u>	Phone Number:	<u>408.435.5503</u>
Address:	<u>2055 Gateway Place, Ste. 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.

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
 6287 PROPOSALS - BIDDING STATEWORKS - OTHER DIRECT COST METHOD OF ACCOUNTING  
 (ON-CALL CONTRACTS WITH PREDETERMINED INCREASE) OTHER DIRECT COST METHOD OF ACCOUNTING  
 AOM 2023 (Rev. 07/21/19)

NORTHERN CALIFORNIA SOUTHERN CALIFORNIA  
 NC-63-3-9-2022-1 SA-2305004  
 Issued: August 12, 2021 Issued: August 22, 2021  
 Estimate September 1, 2021 Estimate September 1, 2021  
 Expires: 09/30/2023 Expires: 09/30/2023

Consolidated Personnel Name: Charles J. Ladd  
 Applicant Number: 191002208 Attachment 2  
 Tax ID No.: SA-535904  
 Date Prepared: 3/23/2022  
 Page No.: 4 of 4

Non-Exempt Employee Loaded Billing Rates		Preparing Wage Rate established by State DR (only applicable for prevailing wage work)		Employee Actual Rate (prevailing benefits vary year over year)		Applicable DELTA TOTAL = DR Rate - Employee Base Rate		Applicable DELTA INCREASE = DELTA TOTAL - DELTA BASE		Loaded Hourly Billing Rate		Effective Date of BPO date (09/17/2025)		% Escalation/Actual Hourly Rate		Hourly Range for Class	
Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate
108.65	108.65	108.65	108.65	108.65	108.65	108.65	108.65	108.65	108.65	108.65	108.65	108.65	108.65	108.65	108.65	108.65	108.65
108.65	108.65	108.65	108.65	108.65	108.65	108.65	108.65	108.65	108.65	108.65	108.65	108.65	108.65	108.65	108.65	108.65	108.65

Name/Classification	Home Office Personnel	Preparing Wage Rate established by State DR (only applicable for prevailing wage work)		Employee Actual Rate (prevailing benefits vary year over year)		Applicable DELTA TOTAL = DR Rate - Employee Base Rate		Applicable DELTA INCREASE = DELTA TOTAL - DELTA BASE		Loaded Hourly Billing Rate		Effective Date of BPO date (09/17/2025)		% Escalation/Actual Hourly Rate		Hourly Range for Class		
		Base Salary	Fringe	Base Salary	Fringe	Base Salary	Fringe	Base Salary	Fringe	Base Salary	Fringe	From	To	From	To	From	To	
Charles Hoyer	FIELD	\$54.02	\$11.03	\$113.50	\$14.01	\$106.05	\$13.50	\$106.05	\$13.50	\$124.56	\$13.50	11/8/2022	6/30/2023	3.00%	\$	108.65	\$	108.65
Project Engineer - Op-2	PM Wk	\$55.67	\$8.21	\$111.34	\$3.57	\$109.23	\$10.23	\$109.23	\$10.23	\$124.56	\$10.23	11/8/2022	6/30/2024	3.00%	\$	109.23	\$	109.23
Example (OT @ \$1.50)	DAY	\$57.47	\$8.21	\$114.94	\$3.57	\$112.51	\$10.23	\$112.51	\$10.23	\$124.56	\$10.23	11/8/2022	11/7/2025	3.00%	\$	112.51	\$	112.51
Charles Hoyer	FIELD	\$50.77	\$11.18	\$112.54	\$2.47	\$106.05	\$10.65	\$106.05	\$10.65	\$124.56	\$10.65	11/8/2022	6/30/2023	3.00%	\$	106.05	\$	106.05
Project Engineer - Op-2	PM Wk	\$52.63	\$3.85	\$126.26	\$3.57	\$122.52	\$16.83	\$122.52	\$16.83	\$124.56	\$16.83	11/8/2022	6/30/2024	3.00%	\$	106.85	\$	106.85
Example (OT @ \$1.50)	DAY	\$54.48	\$3.85	\$129.20	\$3.57	\$125.52	\$16.83	\$125.52	\$16.83	\$124.56	\$16.83	11/8/2022	11/7/2025	3.00%	\$	109.23	\$	109.23
Charles Hoyer	FIELD	\$54.02	\$11.03	\$113.50	\$14.01	\$110.24	\$11.03	\$110.24	\$11.03	\$124.56	\$11.03	11/8/2022	6/30/2023	3.00%	\$	110.24	\$	110.24
Project Engineer	PM Wk	\$55.67	\$8.21	\$114.94	\$3.57	\$112.51	\$11.03	\$112.51	\$11.03	\$124.56	\$11.03	11/8/2022	11/7/2025	3.00%	\$	112.51	\$	112.51
Example (OT @ \$1.50)	DAY	\$57.47	\$8.21	\$118.94	\$3.57	\$116.03	\$11.03	\$116.03	\$11.03	\$124.56	\$11.03	11/8/2022	11/7/2025	3.00%	\$	116.03	\$	116.03
Charles Hoyer	FIELD	\$50.77	\$11.18	\$112.54	\$2.47	\$106.05	\$10.65	\$106.05	\$10.65	\$124.56	\$10.65	11/8/2022	6/30/2023	3.00%	\$	106.05	\$	106.05
Project Engineer - Op-2	PM Wk	\$52.63	\$3.85	\$126.26	\$3.57	\$122.52	\$16.83	\$122.52	\$16.83	\$124.56	\$16.83	11/8/2022	6/30/2024	3.00%	\$	106.85	\$	106.85
Example (OT @ \$1.50)	DAY	\$54.48	\$3.85	\$129.20	\$3.57	\$125.52	\$16.83	\$125.52	\$16.83	\$124.56	\$16.83	11/8/2022	11/7/2025	3.00%	\$	109.23	\$	109.23
Charles Hoyer	FIELD	\$54.02	\$11.03	\$113.50	\$14.01	\$110.24	\$11.03	\$110.24	\$11.03	\$124.56	\$11.03	11/8/2022	6/30/2023	3.00%	\$	110.24	\$	110.24
Project Engineer	PM Wk	\$55.67	\$8.21	\$114.94	\$3.57	\$112.51	\$11.03	\$112.51	\$11.03	\$124.56	\$11.03	11/8/2022	11/7/2025	3.00%	\$	112.51	\$	112.51
Example (OT @ \$1.50)	DAY	\$57.47	\$8.21	\$118.94	\$3.57	\$116.03	\$11.03	\$116.03	\$11.03	\$124.56	\$11.03	11/8/2022	11/7/2025	3.00%	\$	116.03	\$	116.03
Charles Hoyer	FIELD	\$50.77	\$11.18	\$112.54	\$2.47	\$106.05	\$10.65	\$106.05	\$10.65	\$124.56	\$10.65	11/8/2022	6/30/2023	3.00%	\$	106.05	\$	106.05
Project Engineer - Op-2	PM Wk	\$52.63	\$3.85	\$126.26	\$3.57	\$122.52	\$16.83	\$122.52	\$16.83	\$124.56	\$16.83	11/8/2022	6/30/2024	3.00%	\$	106.85	\$	106.85
Example (OT @ \$1.50)	DAY	\$54.48	\$3.85	\$129.20	\$3.57	\$125.52	\$16.83	\$125.52	\$16.83	\$124.56	\$16.83	11/8/2022	11/7/2025	3.00%	\$	109.23	\$	109.23
Charles Hoyer	FIELD	\$54.02	\$11.03	\$113.50	\$14.01	\$110.24	\$11.03	\$110.24	\$11.03	\$124.56	\$11.03	11/8/2022	6/30/2023	3.00%	\$	110.24	\$	110.24
Project Engineer	PM Wk	\$55.67	\$8.21	\$114.94	\$3.57	\$112.51	\$11.03	\$112.51	\$11.03	\$124.56	\$11.03	11/8/2022	11/7/2025	3.00%	\$	112.51	\$	112.51
Example (OT @ \$1.50)	DAY	\$57.47	\$8.21	\$118.94	\$3.57	\$116.03	\$11.03	\$116.03	\$11.03	\$124.56	\$11.03	11/8/2022	11/7/2025	3.00%	\$	116.03	\$	116.03

Applicable Minimum Fringe Benefit = 2.38%

Applicable Minimum Fringe Benefit = 2.38%

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
 6827 PROPOSAL - 6830  
**ON-CALL CONTRACT WITH PREDETERMINED INCREASE OTHER DIRECT COST METHOD OF ACCOUNTING**  
 ADM 2023 (Rev. 07/12/19)

**NORTHERN CALIFORNIA SOUTHERN CALIFORNIA**  
 NC-63-S-2022-1 SA-23-00002-0  
 Issued: August 22, 2021 Effective: August 22, 2021  
 Expires: 09/20/2023 Expires: August 31, 2021

Consolidated Worksheet - Item Details - Attachment 2  
 Agency: Multiple (FRP) = 2.248  
 Tax ID No.: 36292022  
 Date Proposed: 6/14/2023  
 Page No.: 4 of 4

**Loaded Billing Rate Calculations:**  
**Non-Fringe Employee Loaded Billing Rate:**  
 A) Straight Time (ST) Loaded Billing Rate = Actual Hourly Rate \* (1 + Field OH) \* (1 + Fee) + (ST Data Base Rate \* (1 + ST Data Fringe Rate \* 1)  
 B) ST Loaded Billing Rate (L1-Friled OH) \* (1 + Fee) + L1.5 Base PW Rate \* (1 + ST Loaded Billing Rate \* (1 + ST Data Fringe Rate \* 1)  
**Example Employee Loaded Billing Rates - Compensated for PW OT:**  
 C) ST Loaded Billing Rate = Actual Hourly Rate \* (1 + Home OH) \* (1 + Fee) + ST Loaded Billing Rate \* (1 + ST Data Fringe Rate \* 1)  
 D) ST Loaded Billing Rate = ST Loaded Billing Rate \* (1 + Fee) + L1.5 Base PW Rate \* (1 + ST Loaded Billing Rate \* (1 + ST Data Fringe Rate \* 1)  
**Non-PW Base & Loaded Billing Rates - Non-Compensated for OT (Undercompensated OT):**  
 E) No Overtime, Columns are shaded out. - See State Pay Vacation Non-Paying/Wage example, line 50  
**Example Employee Loaded Billing Rates - Compensated for OT @ ST Rate per company policy:**  
 F) No Overtime, Columns are shaded out. - See State Pay Vacation Non-Paying/Wage example, line 50  
 G) ST Loaded Billing Rate = ST Loaded Billing Rate \* (1 + Fee) + L1.5 Base PW Rate \* (1 + ST Loaded Billing Rate \* (1 + ST Data Fringe Rate \* 1)  
 H) ST Loaded Billing Rate = ST Loaded Billing Rate \* (1 + Fee) + L1.5 Base PW Rate \* (1 + ST Loaded Billing Rate \* (1 + ST Data Fringe Rate \* 1)

Non-Fringe Employee	From Office Personnel	Overhead %	General Administration %	Combined %
Contractor	48.2%	4.2%	0.0%	13.81%
Non-Fringe	48.2%	4.2%	0.0%	13.81%
Overhead	48.2%	4.2%	0.0%	13.81%
Non-Fringe	48.2%	4.2%	0.0%	13.81%
Overhead	48.2%	4.2%	0.0%	13.81%

Name/Classification	Home Office Personnel	Field Office Personnel	Preparing Work Rate established by State DR (only applicable for prevailing wage work)						Employee Actual Rate (fringe benefits vary year over year)						Delta (TOTAL)		Delta Fringe = Delta Base Rate		Delta (TOTAL) Fringe = Delta Base Rate		Loaded Hourly Billing Rate	Effective Date of FRP date (01/17/2025)	% Escalation Increase	Actual Hourly Rate	Hourly Range for Change	
			13:01	20:01	Fringe	Total Base Salary + Fringe Benefits	13:01	20:01	15:01	20:01	13:01	20:01	13:01	20:01	13:01	20:01	13:01	20:01	13:01	20:01						
John Arzoo		FIELD	\$54.02	\$81.03	\$2.47	\$86.46	\$113.50	\$140.51	\$77.46	\$116.18	\$154.90	\$15.55	\$59.00	\$131.73	\$170.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	11/8/2022	6.00%	\$ 94.60	\$ 77.46	NA
Richard Wheeler	Inspector	FIELD	\$54.02	\$81.03	\$2.47	\$86.46	\$113.50	\$140.51	\$77.46	\$116.18	\$154.90	\$15.55	\$59.00	\$131.73	\$170.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	11/8/2022	6.00%	\$ 94.60	\$ 77.46	NA





EXHIBIT 10-H1 COST PROPOSAL (Page 1 of 3)

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

Note: Mark-ups are Not Allowed  Prime Consultant  Subconsultant  2nd Tier Subconsultant

Consultant **Albat (DBE)**

Project No. RPSTPL-5904(143), Humboldt Bay Trail Contract No. DPW2022-002 Date 1/12/2023

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Office Engineer	Cortney Vanhook, PE	624.0	\$ 80.00	\$ 49,920.00
Structures Construction Inspector	Eric Sisneros	704.0	\$ 75.00	\$ 52,800.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Total:			1,328.0	\$ 102,720.00

**LABOR COSTS**

a) Subtotal Direct Labor Costs	\$ 102,720.00
b) Anticipated Salary Increases (see page 2 for calculations)	\$ 0.00
<b>c) TOTAL DIRECT LABOR COSTS [(a) + (b)]</b>	<b>\$ 102,720.00</b>

**INDIRECT COSTS**

d) Fringe Benefits	Rate: 0.00%	e) Total fringe benefits [(c) x (d)]	\$ -
f) Overhead	Rate: 0.00%	g) Overhead [(c) x (f)]	\$ -
h) General and Administrative	Rate: 120.00%	i) Gen & Admin [(c) x (h)]	\$ 123,264.00
<b>j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]</b>			<b>\$ 123,264.00</b>

<b>FIXED FEE</b>	<b>k) TOTAL FIXED FEE [(c) + (j)] x fixed fee</b>	10.00%	\$ 22,598.40
------------------	---	--------	--------------

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

Description of Item	Quantity	Unit	Unit Cost	Total
SIQMP / Source Inspection / Testing	1	LS	\$ 77,546.00	\$ 77,546.00
Dynamic Monitoring of Pile Driving (ABE Construction Services)	1	LS	\$ 57,960.00	\$ 57,960.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
<b>l) TOTAL OTHER DIRECT COSTS</b>				<b>\$ 135,506.00</b>

**m) SUBCONSULTANTS' COSTS (Albat quote attached)**

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

**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** \$ 135,506.00

**TOTAL COST [(c) + (j) + (k) + (n)]** \$ **384,088.40**

- 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.

**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
\$102,720.00		1,328.0		\$77.35	

**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	\$77.35		4.0%		\$80.44	Year 2 Avg Hourly Rate
Year 2	\$80.44		4.0%		\$83.66	Year 3 Avg Hourly Rate
Year 3	\$83.66		4.0%		\$87.01	Year 4 Avg Hourly Rate
Year 4	\$87.01		4.0%		\$90.49	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%		1,328.0		1,328.0	Estimated Hours Year 1
Year 2	0%		1,328.0		0.0	Estimated Hours Year 2
Year 3	0%		1,328.0		0.0	Estimated Hours Year 3
Year 4	0%		1,328.0		0.0	Estimated Hours Year 4
Year 5	0%		1,328.0		0.0	Estimated Hours Year 5
Total	100%		Total		1,328.0	

**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	\$ 77.35		1,328.0		\$102,720.00	Estimated Hours Year 1
Year 2	\$ 80.44		0.0		\$0.00	Estimated Hours Year 2
Year 3	\$ 83.66		0.0		\$0.00	Estimated Hours Year 3
Year 4	\$ 87.01		0.0		\$0.00	Estimated Hours Year 4
Year 5	\$ 90.49		0.0		\$0.00	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	\$102,720.00	
			Direct Labor Subtotal before escalation	=	\$102,720.00	
			<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>1/12/2023</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:

Inspection, Source Inspection and Office Engineering

**SAMPLE COST PROPOSAL**  
 Sample Only - Required Cost Proposal Template to be Determined By Agent

**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: **ARCIS**      PROJECT NO: **PR04022-202**      PRIME: \_\_\_\_\_      SUB: **X**      DATE: **1/10/2023**  
 PROJECT NO: \_\_\_\_\_      CONTRACT NO: \_\_\_\_\_      PRIME: \_\_\_\_\_      SUB: \_\_\_\_\_      DATE: \_\_\_\_\_  
 PROJECT NAME: **PRINCIPAL CONSULTANTS INC**      CONTRACT TYPE: **Prime Consultant/Contractor Agreement**

**Loaded Rate Calculation**  
**Non-Example Employee Loaded Billing Rates**  
 (A) Standard Rate = Actual Hourly Rate \* (1 + Field O.H.) \* (1 + Field + Delta Base + (Applicable Multiple Delta Base) + Delta Fringe + (Applicable Multiple Delta Fringe) + (Applicable Multiple Delta Fringe) + (Applicable Multiple Delta Fringe))  
 (B) Standard Rate = Actual Hourly Rate \* (1 + Field O.H.) \* (1 + Field + Delta Base + (Applicable Multiple Delta Base) + Delta Fringe + (Applicable Multiple Delta Fringe) + (Applicable Multiple Delta Fringe) + (Applicable Multiple Delta Fringe))  
 Example Employee Loaded Billing Rates  
 (C) Standard Rate = 15X of 2.0X OverTime = Actual Hourly Rate \* (1 + Field O.H.) \* (1 + Field + Delta Base + (Applicable Multiple Delta Base) + Delta Fringe + (Applicable Multiple Delta Fringe) + (Applicable Multiple Delta Fringe))  
 The PVY 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.

Name/Classification	Field Office	Effective Date of Hourly Rate	Prevailing Wage Rate established by State DIR (only applicable for prevailing wage work)				Employee Actual Rate ( fringe benefits vary year over year)				DELTA (TOTAL) = DIR DELTA				Proposed DELTA (BASE) = DIR Rate - Employee Base				Proposed DELTA (BASE) = DIR Rate - Employee Base				Applicable Multiple Delta Base				% Escalation/Average Hourly Rate for Class			
			From	To	Standard	1.5X OT	Standard	1.5X OT	Standard	1.5X OT	Standard	1.5X OT	Standard	1.5X OT	Standard	1.5X OT	Standard	1.5X OT	Standard	1.5X OT	Standard	1.5X OT	Standard	1.5X OT						
Eric Sivanov, Construction Inspector	FIELD	1/1/2023	6/30/2023	\$54.02	\$81.03	\$108.04	\$32.47	\$64.94	\$113.50	\$140.51	\$75.90	\$112.50	\$150.00	\$15.00	\$30.00	\$45.00	\$33.88	\$67.76	\$101.64	\$134.51	\$168.38	\$202.25	\$15.00	\$30.00	\$45.00	\$181.50	\$272.25	\$363.00	0.00%	\$ 75.00
		7/1/2023	6/30/2023	\$54.02	\$81.03	\$108.04	\$32.47	\$64.94	\$113.50	\$140.51	\$75.90	\$112.50	\$150.00	\$15.00	\$30.00	\$45.00	\$33.88	\$67.76	\$101.64	\$134.51	\$168.38	\$202.25	\$15.00	\$30.00	\$45.00	\$181.50	\$272.25	\$363.00	0.00%	\$ 75.00
Eric Sivanov, Prevailing Wage Work (Non-Example)	FIELD	1/1/2023	6/30/2023	\$66.77	\$98.16	\$130.54	\$39.24	\$78.48	\$137.66	\$166.81	\$85.08	\$127.50	\$165.00	\$17.50	\$35.00	\$52.50	\$40.78	\$81.56	\$122.34	\$163.51	\$204.68	\$245.85	\$17.50	\$35.00	\$52.50	\$214.50	\$321.75	\$429.00	0.00%	\$ 75.00
		7/1/2023	6/30/2023	\$66.77	\$98.16	\$130.54	\$39.24	\$78.48	\$137.66	\$166.81	\$85.08	\$127.50	\$165.00	\$17.50	\$35.00	\$52.50	\$40.78	\$81.56	\$122.34	\$163.51	\$204.68	\$245.85	\$17.50	\$35.00	\$52.50	\$214.50	\$321.75	\$429.00	0.00%	\$ 75.00
Eric Sivanov, Construction Inspector	FIELD	1/1/2023	6/30/2023	\$69.77	\$101.16	\$132.54	\$39.24	\$78.48	\$137.66	\$166.81	\$85.08	\$127.50	\$165.00	\$17.50	\$35.00	\$52.50	\$40.78	\$81.56	\$122.34	\$163.51	\$204.68	\$245.85	\$17.50	\$35.00	\$52.50	\$214.50	\$321.75	\$429.00	0.00%	\$ 75.00
		7/1/2023	6/30/2023	\$69.77	\$101.16	\$132.54	\$39.24	\$78.48	\$137.66	\$166.81	\$85.08	\$127.50	\$165.00	\$17.50	\$35.00	\$52.50	\$40.78	\$81.56	\$122.34	\$163.51	\$204.68	\$245.85	\$17.50	\$35.00	\$52.50	\$214.50	\$321.75	\$429.00	0.00%	\$ 75.00
Eric Sivanov, Construction Inspector	OFFICE	1/1/2023	12/31/2027	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$ 75.00
		1/1/2028	12/31/2028	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$ 75.00

- "NC" denotes No Charge for work more than 8 hours per day and for weekends and holidays for this contract only.
  - The billing rates shown in this cost proposal for field staff entitled for PVY rates are calculated with estimated fringe benefits of the staff. The actual billing rates to be used in the invoices will be calculated by using the actual PVY fringe benefits of the individual staff in accordance with the certified benefits statements submitted with each invoice.
  - The billing rates shown in this cost proposal for non-chargeable PVY rates are calculated with estimated fringe benefits of the staff. Changes Certified Manager's pre-approval is required for addition of staff not previously listed on the cost proposal. The billing rates for these employees, including those that fall under general classifications, will be calculated and remitted based on their actual hourly rates on xxxxxx. Hourly rates for non-chargeable PVY rates will not exceed (or still be in line with) the rates of similar personnel based on their cost proposal having similar experience.
  - Travel Time Charge
- 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. Billing Rate = Loaded Rate Formula "C" above.  
**For Example staff:** During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed as follows:  
 All travel outside of the standard work day will be billed around the application of overhead rates as follows: Billing Rate = (Actual Hourly Rate) \* (1 + Field) + (Delta Base + Delta Fringe)  
**For Non-Example Employees:** During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed at full normal overhead rate (i.e. without the application of the .15X or 2.0X multiplier for overtime as follows:

**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 Prosio Communications

Project No. \_\_\_\_\_

Contract No. \_\_\_\_\_

Date 4/3/2023

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
President/CEO	Lori Prosio	35.0	\$ 129.81	\$ 4,543.35
Director	Lindsay Pangburn	91.0	\$ 51.68	\$ 4,702.88
Graphic Designer	Courtney Moore	206.0	\$ 37.09	\$ 7,640.54
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
		Total:	332.0	\$ 16,886.77

**LABOR COSTS**

a) Subtotal Direct Labor Costs \$ 16,886.77  
 b) Anticipated Salary Increases (see page 2 for calculations) \$ 484.81  
**c) TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ 17,371.58

**INDIRECT COSTS**

d) Fringe Benefits Rate: \_\_\_\_\_ e) Total fringe benefits [(c) x (d)] \$ -  
 Overhead Rate: 115.00% g) Overhead [(c) x (f)] \$ 19,977.31  
 h) General and Administrative Rate: \_\_\_\_\_ i) Gen & Admin [(c) x (h)] \$ -  
**j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ 19,977.31

**FIXED FEE**

**k) TOTAL FIXED FEE [(c) + (j)] x fixed fee** 15.00% \$ 5,602.33

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

Description of Item	Quantity	Unit	Unit Cost	Total
Travel	200	Miles	\$ 0.655	\$ 131.00
Printing	500	Sheets	\$ 0.25	\$ 125.00
Printing/Production	15	Boards	\$ 50.00	\$ 750.00
			<b>l) TOTAL OTHER DIRECT COSTS</b>	\$ 1,006.00

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

Subconsultant 1: \_\_\_\_\_  
 Subconsultant 2: \_\_\_\_\_ \$ -  
 Subconsultant 3: \_\_\_\_\_ \$ -  
 Subconsultant 4: \_\_\_\_\_ \$ -  
**m) SUBCONSULTANTS' COSTS** \$ -

**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** \$ 1,006.00

**TOTAL COST [(c) + (j) + (k) + (n)]** \$ 43,957.23

**NOTES:**

1. Key personnel **must** be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accept by Caltrans.
3. 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
\$16,886.77		332.0		\$50.86	

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

	Avg Hourly Rate	+	Proposed Escalation	=		
Year 1	\$50.86		3.0%		\$52.39	Year 2 Avg Hourly Rate
Year 2	\$52.39		3.0%		\$53.96	Year 3 Avg Hourly Rate
Year 3	\$53.96		3.0%		\$55.58	Year 4 Avg Hourly Rate
Year 4	\$55.58		3.0%		\$57.25	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	35%		332.0		116.2	Estimated Hours Year 1
Year 2	35%		332.0		116.2	Estimated Hours Year 2
Year 3	30%		332.0		99.6	Estimated Hours Year 3
Year 4	0%		332.0		0.0	Estimated Hours Year 4
Year 5	0%		332.0		0.0	Estimated Hours Year 5
Total	100%		Total		332.0	

**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 \$	50.86		116.2		\$5,909.93	Estimated Hours Year 1
Year 2 \$	52.39		116.2		\$6,087.23	Estimated Hours Year 2
Year 3 \$	53.96		99.6		\$5,374.42	Estimated Hours Year 3
Year 4 \$	55.58		0.0		\$0.00	Estimated Hours Year 4
Year 5 \$	57.25		0.0		\$0.00	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	\$17,371.58	
			Direct Labor Subtotal before escalation	=	\$16,886.77	
			<b>Estimated total of Direct Labor Salary Increase</b>	=	<b>\$484.81</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: Lori M. Proso Title\*: President/CEO

Signature:  Date of Certification (mm/dd/yyyy): 4/3/2023

Email: [lproso@prosiopr.com](mailto:lproso@prosiopr.com) Phone Number: (916) 251-1281

Address: 1217 Pleasant Grove Blvd., Suite 100, Roseville, CA 95678

\*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:

Public outreach coordination, including informational materials, social media, project email management, and meetings.

**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 LACO Associates  
 RPSTPL-5904(143), RPL-5904(180),  
 Project No. ATPL-5904(182) Contract No. 715036 Date 4/11/2023

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Soils & Materials Testing Lab Tech	Spencer Chaney	23.625	\$ 22.66	\$ 535.34
Inspector & field Soils & Materials Tester Group 3/Soils & Materials Testing Lab Tech	Spencer Chaney**	30.50	\$ 78.15	\$ 2,383.58
Inspector & field Soils & Materials Tester Group 4/Soils & Materials Testing Lab Tech	Spencer Chaney**	13.75	\$ 72.18	\$ 992.48
Senior Special Inspector	George Iakovkin	18.75	\$ 29.15	\$ 546.56
Inspector & field Soils & Materials Tester Group 3/Senior Special Inspector	George Iakovkin**	44.5	\$ 78.15	\$ 3,477.68
Soils & Materials Testing Lab Tech	Angela Cook	29.50	\$ 24.00	\$ 708.00
Inspector & field Soils & Materials Tester Group 3/Soils & Materials Testing Lab Tech	Angela Cook**	44.5	\$ 78.15	\$ 3,477.68
Inspector & field Soils & Materials Tester Group 4/Soils & Materials Testing Lab Tech	Angela Cook**	18.5	\$ 72.18	\$ 1,335.33
Assistant Geologist	Stephanie Ferkins	17.625	\$ 23.34	\$ 411.37
Inspector & field Soils & Materials Tester Group 3/Assistant Geologist	Stephanie Ferkins**	30.5	\$ 78.15	\$ 2,383.58
Inspector & field Soils & Materials Tester Group 4/Assistant Geologist	Stephanie Ferkins**	4.75	\$ 72.18	\$ 342.86
Senior Engineering Geologist/Proect Manager	Gary Manhart	43.80	\$ 48.30	\$ 2,115.54
Vice President of Engineering/Principal	Rodney Wilburn*	79.50	\$ 80.96	\$ 6,436.32
Inspector & field Soils & Materials Tester Group	Gary Lester**	36.0	\$ 78.15	\$ 2,813.40
Administrative Assistant	Milea Lewis	10.0	\$ 19.50	\$ 195.00
Prevailing Wage/Payroll Compliance Officer	Stephanie Sampson	3.0	\$ 30.00	\$ 90.00
		<b>Total:</b>	<b>448.80</b>	<b>\$ 28,244.69</b>

**LABOR COSTS**

a) Subtotal Direct Labor Costs	\$ 28,244.69
b) Anticipated Salary Increases (see page 2 for calculations)	\$ -
<b>c) TOTAL DIRECT LABOR COSTS [(a) + (b)]</b>	<b>\$ 28,244.69</b>

**INDIRECT COSTS**

d) Fringe Benefits	Rate: _____	e) Total fringe benefits [(c) x (d)]	\$ -
Overhead <b>SHR</b>	Rate: 120.00%	g) Overhead [(c) x (f)]	\$ 33,893.63
h) General and Administrative	Rate: _____	i) Gen & Admin [(c) x (h)]	\$ -
<b>j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]</b>			<b>\$ 33,893.63</b>

**FIXED FEE**

**k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10.00%** \$ 6,213.83

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

Description of Item	Quantity	Unit	Unit Cost	Total
Max Density of Souls (CAL 216)	24	Test	190	\$ 4,560.00
Sieve Analysis (CAL 202)	24	Test	155	\$ 3,720.00
Sand Equivalent	24		105	\$ 2,520.00
Vehicle Charge (less than 1/2 day)	3	Vehicle use	\$ 35.00	\$ 105.00
Vehicle Charge (1/2 day)	49.5	Vehicle use	\$ 70.00	\$ 3,465.00
Nuke Gauge (1/2 day)	30.5	Equipment	\$ 61.00	\$ 1,860.50
Nuke Gauge	7.0	Equipment	\$ 85.00	\$ 595.00
Concrete Breaks	30	Test	\$ 35.00	\$ 1,050.00
Concrete Processing	30	Test	\$ 10.00	\$ 300.00
Asphalt Testing (CAL 304, 308, 309, 366, 382)	7	Test	\$ 1,148.75	\$ 8,041.25
<b>i) TOTAL OTHER DIRECT COSTS</b>				<b>\$ 26,216.75</b>

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

Subconsultant 1:	_____	\$ -
Subconsultant 2:	_____	\$ -
Subconsultant 3:	_____	\$ -
Subconsultant 4:	_____	\$ -
<b>m) SUBCONSULTANTS' COSTS</b>		<b>\$ -</b>

**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** \$ 26,216.75

**TOTAL COST [(c) + (j) + (k) + (n)]** \$ **94,568.91**

**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
\$28,244.69		448.8		\$62.93	

**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	\$62.93		3.0%		\$64.82	Year 2 Avg Hourly Rate
Year 2	\$64.82		3.0%		\$66.77	Year 3 Avg Hourly Rate
Year 3	\$66.77		3.0%		\$68.77	Year 4 Avg Hourly Rate
Year 4	\$68.77		3.0%		\$70.83	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%		448.8		448.8	Estimated Hours Year 1
Year 2	0%		448.8		0.0	Estimated Hours Year 2
Year 3	0%		448.8		0.0	Estimated Hours Year 3
Year 4	0%		448.8		0.0	Estimated Hours Year 4
Year 5	0%		448.8		0.0	Estimated Hours Year 5
Total	100%		Total		448.8	

**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	\$ 62.93		448.8		\$28,244.69	Estimated Hours Year 1
Year 2	\$ 64.82		0.0		\$0.00	Estimated Hours Year 2
Year 3	\$ 66.77		0.0		\$0.00	Estimated Hours Year 3
Year 4	\$ 68.77		0.0		\$0.00	Estimated Hours Year 4
Year 5	\$ 70.83		0.0		\$0.00	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	\$28,244.69	
			Direct Labor Subtotal before escalation	=	\$28,244.69	
			<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.

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: Michael Nelson Title\*: President/CEO

Signature:  Date of Certification (mm/dd/yyyy): 4/11/2023

Email: nelsonm@lacoassociates.com Phone Number: 707-443-5054

Address: 21 W 4th Street, Eureka, CA 95501

\*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:**

Concrte testing, Asphalt testing, Soils testing, and Compaction testing. All testing will either be conducted on site or in our Eureka Laboratory.

**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: LACD Associates PRIME SUB X CONTRACT TYPE: \_\_\_\_\_ (LIST ONE OF THE ABOVE LISTED CONTRACT TYPES)  
PROJECT NO. RPSTPL694(143), RPL694(185) CONTRACT NO. 715036 DATE 04/14/2023 Sub Consultant's Contract Amount \$ \_\_\_\_\_

**Loaded Rate Calculation**

**NON-EMPLOYEES LOADED BILING RATES**

A) Straight Time = Actual Hourly Rate \* (1 + Field O.H. %) + Fee + Delta Base \* (Applicable Multiplier Delta Base) + Delta Fringe \* (Applicable Multiplier Delta Fringe)  
B) 1.5x or 2.0x Overtime = (Actual Hourly Rate) \* 1.5 or 2.0 + Delta Base \* 1.5 or 2.0 + Delta Fringe \* 1.5 or 2.0 + (Applicable Multiplier Delta Base) + Delta Fringe \* (Applicable Multiplier Delta Fringe)  
Example Employee Loaded Billing Rate = Actual Hourly Rate \* (1 + Field O.H. %) + Fee + Delta Base \* (Applicable Multiplier Delta Base) + Delta Fringe \* (Applicable Multiplier Delta Fringe)  
Example Overtime 1.5x or 2.0x Overtime = Actual Hourly Rate \* (1 + Field O.H. %) + Fee + Delta Base \* (Applicable Multiplier Delta Base) + Delta Fringe \* (Applicable Multiplier Delta Fringe)

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.

**NON-UNICE PERFORMANCE**

NORMAL	Fringe Benefit %	Overhead %	General Administration %	Combined %
OVERTIME	0.00%	120.00%	0.00%	120.00%
	0.00%	120.00%	0.00%	120.00%

**PREVAILING WAGE PERFORMANCE**

NORMAL	Fringe Benefit %	Overhead %	General Administration %	Combined %
OVERTIME	0.00%	90.00%	0.00%	90.00%
	0.00%	90.00%	0.00%	90.00%

Name/Classification	Office Personnel Field Office	Effective Date of Hourly Rate	Prevailing Wage Rate established by State DIR (only applicable for prevailing wage work)						Employee Actual Rate (Fringe benefits vary year over year)						DELTA (TOTAL) = Employee Total Rate - DIR Rate		DELTA (BASE) = Employee Base - DIR Base		DELTA (FRINGE) = Employee Fringe - DIR Fringe		DELTA (TOTAL - DELTA BASE) = DELTA (FRINGE)		Loaded Hourly Billing Rates		% Escalation Increase	Hourly Rate and/or Average Hourly Rate	Hourly Range for Class											
			Base Salary		Fringe Benefits		Total		Base Salary		Fringe Benefits		Total		1.0x	2.0x	1.0x	2.0x	1.0x	2.0x																		
			Start	End	Start	End	Start	End	Start	End	Start	End	Start	End	Start	End	Start	End	Start	End																		
Spencer Cheney Inspector & field soils & Materials Tester Group 3	FIELD	1/1/2023	12/31/2023	\$46.81	\$70.22	\$93.62	\$32.47	\$79.28	\$102.69	\$126.09	\$22.66	\$33.99	\$45.32	\$1.05	\$23.71	\$35.04	\$46.37	(\$65.97)	(\$67.65)	(\$79.73)	(\$55.97)	(\$36.23)	(\$48.30)	(\$24.16)	(\$36.23)	(\$48.30)	(\$31.42)	(\$31.42)	(\$31.42)	\$71.51	\$94.91	\$118.32	\$	22.66	N/A			
Spencer Cheney Inspector & field soils & Materials Tester Group 4	FIELD	1/1/2023	12/31/2023	\$40.84	\$61.26	\$81.68	\$32.47	\$73.31	\$93.73	\$114.15	\$22.66	\$33.99	\$45.32	\$1.05	\$23.71	\$35.04	\$46.37	(\$49.60)	(\$58.69)	(\$87.78)	(\$49.60)	(\$27.77)	(\$36.36)	(\$18.16)	(\$27.77)	(\$36.36)	(\$31.42)	(\$31.42)	(\$31.42)	\$65.54	\$85.96	\$106.38	\$	22.66	N/A			
Spencer Cheney Inspector & field soils & Materials Tester Group 3	HOME	1/1/2007	12/31/2007															\$0.00	\$0.00	\$0.00												\$54.94	\$66.17	\$77.50	\$	22.66	N/A	
Angela Cook Inspector & field soils & Materials Tester Group 3	FIELD	1/1/2023	12/31/2023	\$46.81	\$70.22	\$93.62	\$32.47	\$79.28	\$102.69	\$126.09	\$24.00	\$36.00	\$48.00	\$3.74	\$27.74	\$39.74	\$51.74	(\$51.54)	(\$62.95)	(\$74.36)	(\$51.54)	(\$34.22)	(\$45.62)	(\$22.81)	(\$34.22)	(\$45.62)	(\$28.73)	(\$28.73)	(\$28.73)	\$72.97	\$96.38	\$119.78	\$	24.00	N/A			
Angela Cook Inspector & field soils & Materials Tester Group 4	FIELD	1/1/2023	12/31/2023	\$40.84	\$61.26	\$81.68	\$32.47	\$73.31	\$93.73	\$114.15	\$24.00	\$36.00	\$48.00	\$3.74	\$27.74	\$39.74	\$51.74	(\$45.57)	(\$53.99)	(\$62.41)	(\$45.57)	(\$25.26)	(\$33.68)	(\$16.04)	(\$25.26)	(\$33.68)	(\$28.73)	(\$28.73)	(\$28.73)	\$67.00	\$87.42	\$107.84	\$	24.00	N/A			
Angela Cook Inspector & field soils & Materials Tester Group 3	HOME	1/1/2007	12/31/2007															\$0.00	\$0.00	\$0.00													\$58.08	\$70.08	\$82.08	\$	24.00	N/A
Stephanie Perkins Inspector & field soils & Materials Tester Group 3	FIELD	1/1/2023	12/31/2023	\$46.81	\$70.22	\$93.62	\$32.47	\$79.28	\$102.69	\$126.09	\$23.34	\$35.01	\$46.68	\$3.49	\$26.83	\$38.50	\$50.17	(\$52.45)	(\$64.19)	(\$75.92)	(\$52.45)	(\$35.21)	(\$46.94)	(\$23.47)	(\$35.21)	(\$46.94)	(\$28.98)	(\$28.98)	(\$28.98)	\$72.25	\$95.66	\$119.06	\$	23.34	N/A			
Stephanie Perkins Inspector & field soils & Materials Tester Group 4	FIELD	1/1/2023	12/31/2023	\$40.84	\$61.26	\$81.68	\$32.47	\$73.31	\$93.73	\$114.15	\$23.34	\$35.01	\$46.68	\$3.49	\$26.83	\$38.50	\$50.17	(\$45.48)	(\$55.23)	(\$63.98)	(\$45.48)	(\$26.25)	(\$35.00)	(\$17.50)	(\$26.25)	(\$35.00)	(\$28.98)	(\$28.98)	(\$28.98)	\$66.28	\$86.70	\$107.12	\$	23.34	N/A			
Stephanie Perkins Inspector & field soils & Materials Tester Group 3	HOME	1/1/2023	12/31/2023															\$0.00	\$0.00	\$0.00													\$66.48	\$68.15	\$79.82	\$	23.34	N/A
George Iakovkin Inspector & field soils & Materials Tester Group 3	FIELD	1/1/2023	12/31/2023	\$46.81	\$70.22	\$93.62	\$32.47	\$79.28	\$102.69	\$126.09	\$29.15	\$43.73	\$58.30	\$2.31	\$31.46	\$46.04	\$60.61	(\$47.82)	(\$56.65)	(\$65.48)	(\$47.82)	(\$26.40)	(\$35.32)	(\$17.00)	(\$26.40)	(\$35.32)	(\$30.16)	(\$30.16)	(\$30.16)	\$78.58	\$101.99	\$125.39	\$	29.15	N/A			
George Iakovkin Inspector & field soils & Materials Tester Group 3	HOME	1/1/2023	12/31/2023															\$0.00	\$0.00	\$0.00													\$70.54	\$85.12	\$99.69	\$	29.15	N/A
Gary Lester Inspector & field soils & Materials Tester Group 3	FIELD	1/1/2023	12/31/2023	\$46.81	\$70.22	\$93.62	\$32.47	\$79.28	\$102.69	\$126.09	\$40.31	\$60.47	\$80.62	\$0.00	\$40.31	\$60.47	\$80.62	(\$38.97)	(\$42.22)	(\$45.47)	(\$38.97)	(\$9.75)	(\$13.00)	(\$6.50)	(\$9.75)	(\$13.00)	(\$32.47)	(\$32.47)	(\$32.47)	\$90.75	\$114.15	\$137.56	\$	40.31	N/A			
Gary Mearns, Senior Engineering Geologist/Protect Mensor	HOME	1/1/2023	12/31/2023															\$0.00	\$0.00	\$0.00													\$116.89	\$141.04	\$165.19	\$	48.30	N/A
Rodney Wibum, Vice President of Engineering/Principal	HOME	1/1/2023	12/31/2023															\$0.00	\$0.00	\$0.00													\$195.92	\$236.40	\$276.88	\$	80.96	N/A
Mica Lewis, Administrative Assistant	HOME	1/1/2023	12/31/2023															\$0.00	\$0.00	\$0.00													\$47.19	\$56.94	\$66.69	\$	19.50	N/A
Stephanie Sampson, Prevailing Wage/Payroll Compliance Officer	HOME	1/1/2023	12/31/2023															\$0.00	\$0.00	\$0.00													\$72.60	\$87.60	\$102.60	\$	30.00	N/A

1. Prevailing Wages specified are based on current DIR determination. Any future DIR escalation of prevailing wage rates will be reflected in the loaded rates.  
 2. "N/C" denotes No Charge for work more than 8 hours per day and for weekends and holidays for the contract only.  
 3. The billing rates shown in this cost proposal for field staff entitled for PW rates are calculated with estimated fringe benefits of the staff. The actual billing rates to be used in the invoices will be calculated by using the actual PW fringe benefits of the individual staff in accordance with the certified benefits statement submitted with each invoice.  
 4. The employees' actual hourly rates shown in this cost proposal are the rates that were effective on xxxxxxx. Cabinet Contract Manager's pre-approval is required for addition of staff not previously listed on the cost proposal. The billing rates for these employees, including those that fall under general classifications, will be calculated and reimbursed based on their actual hourly rates on xxxxxxx. Hourly rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel listed on this cost proposal having similar experience.  
 5. Travel Time Charges:  
 For Managers: On weekdays up to a maximum of 8 hours will be charged for work time, travel time and any combination of travel and work time. Billing Rate = Loaded Rate Formula "C" above.  
 For Example staff: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed as follows:  
 Billing rate for travel time = Loaded Rate Formula "C" above.  
 All travel time, outside of the regular work day, will be billed without the application of overhead rate as follows: Billing Rate = (Actual Hourly Rate) \* (1 + Fee) + (Delta Base + Delta Fringe)  
 For Non-Emergency Employees: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed at full normal overhead rate (i.e. without the application of the 1.5x or 2.0x multiplier for overtime as follows:

**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: LACQ Associates PRIME: SUB X  
PROJECT NO. R031TH-000614131 CONTRACT NO. 11120 DATE 4/14/2023  
CONTRACT TYPE: LIST ONE OF THE ABOVE LISTED CONTRACT TYPES  
Total Other Direct Costs Amount: \$

**SCHEDULE OF OTHER DIRECT COST ITEMS**

Prime Consultant's Name	Sub Consultant - LACQ ASSOCIATES	Subcontractor's Name	Subcontractor's Name				
DESCRIPTION OF ITEM	UNIT	QUANTITY	UNIT PRICE	DESCRIPTION OF ITEM	UNIT	QUANTITY	UNIT PRICE
LABOR	Hour	1	120.00	LABOR	Hour	1	120.00
STATE	Hour	1	120.00	STATE	Hour	1	120.00
FEDERAL	Hour	1	120.00	FEDERAL	Hour	1	120.00
LOCAL	Hour	1	120.00	LOCAL	Hour	1	120.00
TRAVEL	Hour	1	120.00	TRAVEL	Hour	1	120.00
MEALS	Hour	1	120.00	MEALS	Hour	1	120.00
HOUSING	Hour	1	120.00	HOUSING	Hour	1	120.00
UNEMPLOYMENT	Hour	1	120.00	UNEMPLOYMENT	Hour	1	120.00
DISABILITY	Hour	1	120.00	DISABILITY	Hour	1	120.00
WAGE SURVEY	Hour	1	120.00	WAGE SURVEY	Hour	1	120.00
PERMITS	Hour	1	120.00	PERMITS	Hour	1	120.00
INSURANCE	Hour	1	120.00	INSURANCE	Hour	1	120.00
SALES TAX	Hour	1	120.00	SALES TAX	Hour	1	120.00
OTHER	Hour	1	120.00	OTHER	Hour	1	120.00

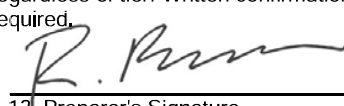
**Important Notes:**  
 1. "NET" denotes No Charge.  
 2. Prevailing rates and Fee Schedules shall be developed in accordance with the current California Trade Guide for construction, and detailed in attached Task Order Cost Estimate. No charge will be included for employee education costs.  
 3. Actual rates will be based on prices from appropriate vendors and should be competitive in their respective education. The costs will be supported with appropriate documents detailed in attached Task Order Cost Estimate. Proposed vendors shall be presented in the Task Order Cost Estimate for each project. Proposals by the California Council on Budgets will be required and shall be submitted along with the actual invoice.  
 4. 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.  
 5. Other Direct Cost (ODC) items intended shall be in compliance with all Codes of Federal Regulation, Chapter 1, part 31 (Federal Acquisition Regulation - FAR) and principles and shall be consistent with the firm's company-wide education policies and charging practices with all clients including federal government, state governments, local agencies and private clients.  
 6. Proposed items shall be consistently either 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.  
 7. Items when incurred for the same purpose, in the circumstances, should not be included in any indirect cost pool or in the overhead rate.  
 8. For those items listed here as "None of the Above" that is part of indirect cost and not applicable as a direct cost, note as "Not Applicable (N/A)".

**ATTACHMENT C**

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

## EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: County of Humboldt 2. Contract DBE Goal: 22%  
 3. Project Description: Construction Management Services for Humboldt Bay Trail South  
 4. Project Location: Humboldt County, CA  
 5. Consultant's Name: Ghirardelli Associates, Inc. 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Office Engineering, Structures Inspection, Source Inspection, Dynamic Pile Driving Inspection	DBE No. 47453	Albat 7317 Flowerwood Way, Sacramento, CA 95831 Tatevik Janvelyan, 323-459-7510	22%
Public Information Services	DBE No 42975	Prosio 1544 Eureka Rd., Ste. 210, Roseville, CA 95661 Lori Prosio, 916-251-1280	1%
<b>Local Agency to Complete this Section</b>		<b>11. TOTAL CLAIMED DBE PARTICIPATION</b>	<b>23 %</b>
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____  Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
20. Local Agency Representative's Signature _____ 21. Date _____  22. Local Agency Representative's Name _____ 23. Phone _____  24. Local Agency Representative's Title _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.   12. Preparer's Signature _____ 13. Date <u>12/16/22</u> 14. Preparer's Name <u>Randall Bruner</u> 15. Phone <u>408-930-3410</u> 16. Preparer's Title <u>President/CEO</u>	

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


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

**ATTACHMENT D**

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

**EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT**

1. Local Agency: Humboldt County Public Works 2. Contract DBE Goal: 22%  
 3. Project Description: Humboldt Bay Trail South -Trail construction adjacent US 101 and Humboldt Bay  
 4. Project Location: Humboldt County between Eureka and Arcata adjacent U.S. 101  
 5. Consultant's Name: Ghirardelli Associates 6. Prime Certified DBE:  7. Total Contract Award Amount: \$1,433,226.59  
 8. Total Dollar Amount for **ALL** Subconsultants: \$527,678.89 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
Office Engineering, structures inspection, source inspection, dynamic monitoring	47453	Albat 7317 Flowerwood Way, Sacramento, CA 95831 Tatevik Janvelyan, 323-459-7510	\$384,088.40
Public outreach/relations	42975	Prosio 1544 Eureka Rd., Ste. 210, Roseville, CA 95661 Lori Prosio, 916-251-1280	\$43,723.99
<b>Local Agency to Complete this Section</b>		<b>14. TOTAL CLAIMED DBE PARTICIPATION</b>	\$ \$427,782.39
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____  Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			29 %
23. Local Agency Representative's _____ 24. Date _____  25. Local Agency Representative's Name _____ 26. Phone _____  27. 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.   15. Preparer's Signature _____ 16. Date <u>4/13/23</u> Charlie Hayler, PE 916-472-9122 17. Preparer's _____ 18. Phone _____ Division Director / Project Manager 19. Preparer's Title _____	

DISTRIBUTION: 1. Original – Local Agency  
 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 0.00% 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
	Pick			0.00%
	Pick			0.00%
	Pick			0.00%
	Pick			0.00%

- 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)**





**ATTACHMENT G**

**DBE CERTIFICATION STATUS CHANGE (EXHIBIT 17-0)**



**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 (OBEO) or the date of the Certification Certificate mailed out by OBEO.
- 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 H**

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

**Exhibit 17-F: Final Report-Utilization of Disadvantaged Business Enterprises (DBE) and First-Tier Subcontractors**

1. Local Agency Contract Number		2. Federal-Aid Project Number		3. Local Agency		4. Contract Acceptance Date	
5. Contractor/Consultant				7. Final Contract Amount			
8. Contract Item Number	9. Description of Work, Service, or Materials Supplied	10. Company Name and Business Address	11. DBE Certification Number	12. Contract Payments		13. Date Work Completed	14. Date of Final Payment
				Non-DBE	DBE		
15. ORIGINAL DBE COMMITMENT AMOUNT \$ _____				16. TOTAL			

List all first-tier subcontractors/subconsultants and DBEs regardless of tier whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

**I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT**

17. Contractor/Consultant Representative's Signature \_\_\_\_\_ 18. Contractor/Consultant Representative's Name \_\_\_\_\_ 19. Phone \_\_\_\_\_ 20. Date \_\_\_\_\_

**I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAVE BEEN MONITORED**

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

**INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS**

- 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 Acceptance Date** - Enter the date the contract was accepted by the Local Agency.
- 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. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/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.
- 10. Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
- 12. Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. If the materials or supplies are obtained from a DBE manufacturer, count 100% of the cost of the materials or supplies toward DBE goals. If the materials or supplies are purchased from a DBE regular dealer/supplier, count 60% of the cost of the materials or supplies toward DBE goals. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
- 13. Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
- 14. Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
- 15. Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
- 16. Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
- 17. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 18. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 19. Phone** - Enter the area code and telephone number of the person signing the form.
- 20. Date** - Enter the date the form is signed by the contractor's preparer.
- 21. 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.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 23. Phone** - Enter the area code and telephone number of the person signing the form.
- 24. Date** - Enter the date the form is signed by the Local Agency Representative.

**ATTACHMENT I**

**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: 113.51 Or

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

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

Fiscal Period:\* 01/01/2021 - 12/31/2021

\* 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;





# 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 Humboldt Bay Trail, RPSTPL-5904(143)

Contract Total \$ \_\_\_\_\_

For Subconsultant Firms – estimated % of work to be performed \_\_\_\_\_ %

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.

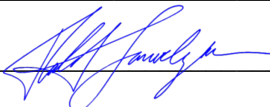
### Certification of Financial Management System

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 3/29/2023

**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"/>	No bonuses are utilized currently	

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 type="checkbox"/>	Shipping <input checked="" type="checkbox"/>
Computer/CADD <input type="checkbox"/>	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) <input type="checkbox"/>
<u>If needed/requested by client</u>	_____

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 3/29/2023

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





# 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: Prosio Communications, 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: 115.00 Or

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

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

**Fiscal Period:**\* 1/1/2022 - 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;



# California Safe Harbor Indirect Cost Rate Program

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

Consultant Firm Name LACO Associates

Local Agency (if applicable) County of Humboldt

Contract Number / Federal Project Number 715036

Contract Total \$ 99,529.28

For Subconsultant Firms – estimated % of work to be performed \_\_\_\_\_ %

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 Michelle Ellena  
Signature   
(Electronic Signature Allowed)  
Title Business Manager & Director of Human Resources  
Date Completed 04/10/2023

**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 LACO Associates

Firm Headquarters Address 21 W 4th Street

Eureka, CA 95501

### Accounting Records

- Location where Accounting records are held Address above
- Name and Title Michelle Ellena, Business Manager/HR Director
- Email and Phone ellenam@lacoassociates.com, 707-443-5054
- Mailing Address 21 W 4th Street  
Eureka, CA 95501

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 X 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 Testing & Inspection

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

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

Labor Yes X No \_\_\_ Non-Labor Yes X No \_\_\_

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

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

Yes X No \_\_\_

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

Yes X 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  unless work is subject to prevailing wage

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

Nuke gauges, skimmers, trimble equipment, survey equipment, etc

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

Explanation \_\_\_\_\_

Where is the vehicle stored after work? Office - behind locked gate

Does employee use vehicle for personal use? Yes \_\_\_\_\_ No

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

\$70 per day; \$15 if less than 2 hrs  
\$ \_\_\_\_\_ 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 Michelle Ellena

Signature *Michelle Ellena*  
(Electronic Signature Allowed)

Title Business Manager & Director of Human Resources

Date Completed 04/10/2023

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

**ATTACHMENT J**

**DISCLOSURE OF LOBBYING ACTIVITIES (EXHIBIT 10-Q)**

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES



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

**1. Type of Federal Action:**  
 a. contract  
 b. grant  
 c. cooperative agreement  
 d. loan  
 e. loan guarantee  
 f. loan insurance

**2. Status of Federal Action:**  
 a. bid/offer/application  
 b. initial award  
 c. post-award

**3. Report Type:**  
 a. initial  
 b. material change  
**For Material Change Only:**  
 year \_\_\_\_\_ quarter \_\_\_\_\_  
 date of last report \_\_\_\_\_

**4. Name and Address of Reporting Entity**  
 Prime  Subawardee  
 Tier \_\_\_\_\_ if known  
 Congressional District, if known \_\_\_\_\_ Congressional District, if known \_\_\_\_\_

**5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:**

**6. Federal Department/Agency:** **7. Federal Program Name/Description:**  
 CFDA Number, if applicable \_\_\_\_\_

**8. Federal Action Number, if known:** **9. Award Amount, if known:**

**10. Name and Address of Lobbying Entity**  
 (If individual, last name, first name, middle initial)  
**11. Individuals performing services**  
 (including address if different from No. 10)  
 (last name, first name, middle initial)

**12. Amount of Payment (check all that apply)**  
 \$ \_\_\_\_\_  actual  planned

**13. Form of Payment (check all that apply):**  
 a. cash  
 b. in-kind; specify: nature \_\_\_\_\_  
 Value \_\_\_\_\_

**14. Type of Payment (check all that apply)**  
 a. retainer  
 b. one-time fee  
 c. commission  
 d. contingent fee  
 e. deferred  
 f. other, specify \_\_\_\_\_

**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 12:**  
 (attach Continuation Sheet(s) if necessary)

**16. Continuation Sheet(s) attached:** Yes  No

**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.**

Signature: R. Bruner  
 Print Name: Randall Bruner, PE  
 Title: President/CEO  
 Telephone No.: 408.930.3410 Date: 4/19/23

Authorized for Local Reproduction  
 Standard Form - LLL

**Federal Use Only:**

NOT APPLICABLE

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

**INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity 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 a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

**ATTACHMENT K**  
**LIABILITY INSURANCE**





**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
  - A. in the performance of your ongoing operations subject to such **written contract**; or
  - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
    - 1. the **written contract** requires you to provide the additional insured such coverage; and
    - 2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B. additional insured coverage with "arising out of" language; or
- C. additional insured coverage to the greatest extent permissible by law;

then paragraph I. above is deleted in its entirety and replaced by the following:

**WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

- A. coverage broader than required by the **written contract**; or
- B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
  - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  - 2. supervisory, inspection, architectural or engineering activities; or
- B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

The Continental Insurance Co.

Insured Name: GHIRARDELLI ASSOCIATES, INC.

Policy No: 6075689503

Endorsement No: 8

Effective Date: 11/15/2022



**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement****Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

**VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:**

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

**VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:**

**Written contract** means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
  1. the **bodily injury** or **property damage**; or
  2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.





CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

**I. LIABILITY COVERAGE**

**A. Who Is An Insured**

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
  - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
  - (1) **Bodily injury or property damage** caused by an **accident** that occurred before you acquired or formed the organization; or
  - (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

**B. Bail Bonds and Loss of Earnings**

**Section II, Paragraphs A.2. (2) and A.2. (4)** are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In **a.(4)**, the limit for the loss of earnings is changed from \$250 to \$500 a day.

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 15; Page: 1 of 4

Policy No: BUA 6075689498

Policy Effective Date: 11/15/2022

Policy Page: 80 of 342

Underwriting Company: American Casualty Company Of Reading, PA, 151 N Franklin St, Chicago, IL 60606



**C. Fellow Employee**

**Section II, Paragraph B.5** does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

**II. PHYSICAL DAMAGE COVERAGE**

**A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

**B. Transportation Expenses**

**Section III, Paragraph A.4.a.** is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

**C. Loss of Use Expenses**

**Section III, Paragraph A.4.b.** is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

**D. Hired "Autos"**

The following is added to **Section III. Paragraph A.:**

**5. Hired "Autos"**

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered **auto** you lease, hire, rent or borrow without a driver; and
- b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to **loss** caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned **autos**.
- e. Such physical damage coverage for hired **autos** will:
  - (1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
  - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per **accident**.

**E. Airbag Coverage**

The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 15; Page: 2 of 4

Policy No: BUA 6075689498

Policy Effective Date: 11/15/2022

Policy Page: 81 of 342

Underwriting Company: American Casualty Company Of Reading, PA, 151 N Franklin St, Chicago, IL  
60606



**F. Electronic Equipment**

**Section III, Paragraphs B.4.c and B.4.d.** are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

**G. Diminution In Value**

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the **diminution in value** exclusion does not apply to:

- a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:
  - (1) \$5,000; or
  - (2) 20% of the **auto's** actual cash value (ACV).

**III. Drive Other Car Coverage – Executive Officers**

The following is added to **Sections II and III:**

- 1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:
  - a. An **auto** owned by that "executive officer" or a member of that person's household; or
  - b. An **auto** used by that "executive officer" while working in a business of selling, servicing, repairing or parking **autos**.

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered **auto**; and
- (2) Excess over any other collectible insurance.

- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are **insureds** while using a covered **auto** described in this provision.

**IV. BUSINESS AUTO CONDITIONS**

**A. Duties In The Event Of Accident, Claim, Suit Or Loss**

The following is added to **Section IV, Paragraph A.2.a.:**

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement No: 15; Page: 3 of 4

Underwriting Company: American Casualty Company Of Reading, PA, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 6075689498

Policy Effective Date: 11/15/2022

Policy Page: 82 of 342



- (4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.:**

- (6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

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

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

**C. Concealment, Misrepresentation or Fraud**

The following is added to **Section IV, Paragraph B.2.:**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

**D. Other Insurance**

The following is added to **Section IV, Paragraph B.5.:**

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss**.

**E. Policy Period, Coverage Territory**

**Section IV, Paragraph B. 7.(5).(a).** is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

**V. DEFINITIONS**

**Section V. paragraph C.** is deleted and replaced by the following:

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

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 15; Page: 4 of 4

Policy No: BUA 6075689498

Policy Effective Date: 11/15/2022

Policy Page: 83 of 342

Underwriting Company: American Casualty Company Of Reading, PA, 151 N Franklin St, Chicago, IL  
60606



BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

**PREMIUM CHARGE** - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: G-19160-B (11-1997)

Endorsement Effective Date:

Endorsement No: 2; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL  
60606

Endorsement Expiration Date:

Policy No: WC 7033849267

Policy Effective Date: 06/01/2022

Policy Page: 32 of 48