



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-14

For the meeting of: May 16, 2017

Date: May 8, 2017

To: Board of Supervisors

From: Thomas K. Mattson, Public Works Director

Subject: Agreement for Construction Management Services for the Red Cap Road Bridge Replacement Project Over Big Rock Gulch at Post Mile 0.30, Contract Number. 594021

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve the selection of Ghirardelli Associates, Inc., as the consulting firm to provide construction management services for the Red Cap Road Bridge Replacement Project over Big Rock Gulch;
2. Approve, and authorize the Chair of the Board of Supervisors to execute three (3) originals of, the attached Consultant Services Agreement with Ghirardelli Associates, Inc., regarding the provision of construction management services for the Red Cap Road Bridge Replacement Project over Big Rock Gulch; and
3. Direct the Clerk of the Board to return two (2) executed originals of the attached Consultant Services Agreement to the Department of Public Works.

SOURCE OF FUNDING: Road Fund-Federal Highway Administration ("FHWA") Highway Bridge Program and the Toll Credit Bridge Replacement Fund.

DISCUSSION: The construction of the Red Cap Road Bridge Replacement Project over Big Rock Gulch ("project") is currently under contract with Timberworks Construction Co., and scheduled to begin on May 30, 2017. Since the County of Humboldt ("county") has limited staff to perform construction management services necessary to complete the project, the Department of Public Works ("department") issued a

Prepared by Jeffrey A. Ball

CAO Approval

REVIEW:

Auditor _____ County Counsel Sm Personnel _____ Risk Manager _____ Other _____

TYPE OF ITEM:

☒ Consent
☐ Departmental
☐ Public Hearing
☐ Other _____

PREVIOUS ACTION/REFERRAL:

Board Order No. C-22

Meeting of: March 7, 2017

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor Fennell Seconded by Supervisor Wilson

Ayes Sundberg, Fennell, Bass, Bohn, Wilson

Nays
Abstain
Absent

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

Dated: May 16, 2017

By: Kathy Hayes
Kathy Hayes, Clerk of the Board

Request for Qualification (“RFQ”) for the purpose of creating a pool of qualified consultants who will be available to meet the department’s construction management needs, on January 3, 2017. The RFQ was the first step of the two-step selection process set forth in Chapter 10 of the California Department of Transportation’s Local Assistance Procedures Manual.

The Board of Supervisors approved the pool of qualified consultants on March 7, 2017 (see, Attachment 1). The department then issued a Request for Proposals (“RFP”) regarding the provision of specific construction management services required for the Project to the pool of qualified consultants, on March 8, 2017. The RFP contained a specific scope of services and solicited a cost proposal and performance schedule. The proposals submitted in response to the RFP for the Project were evaluated and ranked by the selection committee. The final ranking of proposals was issued on April 12, 2017 (see, Attachment 2).

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

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

FINANCIAL IMPACT: The maximum amount payable for the construction management services that will be provided pursuant to the terms and conditions of the attached Consultant Services Agreement is not to exceed Two Hundred Thirty Thousand Dollars (\$230,000.00). Costs for such services is 100 percent funded by the FHWA Highway Bridge Program and the Toll Credit Fund.

The recommended action conforms to the Board of Supervisors' Core Role of providing for and maintaining infrastructure.

OTHER AGENCY INVOLVEMENT: California Department of Transportation, Federal Highway Administration

ALTERNATIVES TO STAFF RECOMMENDATIONS: The Board may choose not to approve the attached Consultant Services Agreement with Ghirardelli Associates, Inc. However, this option is not recommended since the construction management services that will be provided thereunder are necessary to complete construction of the project, which is scheduled to begin on May 30, 2017.

ATTACHMENTS:

1. Board of Supervisors Approval of the Pool of Qualified Consultants, Dated March 7, 2017
2. Department of Public Works Ranking of the Proposals for Construction Management Services for Red Cap Road Bridge Replacement over Big Rock Gulch at Post Mile 0.30, Contract Number. 594021, dated April 12, 2017
3. Agreement for Consultant Services – Construction Management Services – For Red Cap Road Bridge Replacement over Big Rock Gulch at Post Mile 0.30, Contract Number. 594021

ATTACHMENT 1

Board of Supervisors Approval of the Pool of Qualified Consultants
Dated March 7, 2017



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-22

For the meeting of: March 7, 2017

Date: February 14, 2017

To: Board of Supervisors

From: Thomas K. Mattson, Public Works Director

Subject: Approval of Qualified Consultants for On-Call Construction Management Services (RFQ No. DPW2017-001)

RECOMMENDATION(S):

That the Board of Supervisors;

Approve the attached pool of qualified consultants for on-call construction management services (RFQ No. DPW2017-001) for the period March 1, 2017, to March 1, 2020.

Authorize the Director of Public Works to extend the time period until March 1, 2022, at his/her discretion.

SOURCE OF FUNDING: Road Fund-Federal Highway Administration (FHWA) Highway Bridge Program, the Toll Credit Bridge Replacement Fund, and FHWA Storm Damage Funds

DISCUSSION: Due to limited staffing and expertise, certain construction management services need to be contracted out. The Department of Public Works advertised the Request for Qualification (RFQ) No. DPW 2017-001 which solicited the anticipated services. The RFQ meets federal requirements and complies with the latest guidelines from Caltrans Local Assistance Procedures Manual, Chapter 10 - Consultant Selection. A preliminary scope of services, required qualifications and evaluation criteria were used to create the pool of qualified consultants who will be available to meet the Department of Public Works' construction

Prepared by: Tony Seghetti

CAO Approval:

Karen Clowen

REVIEW:

Auditor: _____ County Counsel: *Sm*

Personnel: *Dy*

Risk Manager: _____

Other: _____

TYPE OF ITEM:

☒ Consent
☐ Departmental
☐ Public Hearing
☐ Other

PREVIOUS ACTION/REFERRAL:

Board Order No. C-25

Meeting of: January 3, 2017

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Fennell* Seconded by Supervisor *Wilson*

Ayes: *Sundberg, Fennell, Bass, Bohn, Wilson*

Nays
Abstain
Absent

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

Dated: Mar 7, 2017

By: *Kathy Hayes*
Kathy Hayes, Clerk of the Board

management needs. This pool of qualified consultants, will be available to the Department of Public Works for the next three years, with an optional two year extension.

The Department of Public Works will issue a project specific Request for Proposals (RFP) to the qualified consultants. Each RFP will contain a project specific scope of services and will solicit a cost proposal for the provision of such services. The Department of Public Works will then return to the Board of Supervisors seeking approval to award a Consultant Services Agreement to the preferred consultant for each project. The selected consultant will act as the county's agent in all or selected tasks that pertain to construction management once the projects are advertised and awarded.

Accordingly, the Department of Public Works recommends that the Board of Supervisors approve the attached list of qualified consultants regarding on-call construction management services.

FINANCIAL IMPACT: Bridge projects are one hundred percent (100%) funded by the FHWA Highway Bridge Program and the Toll Credit Fund. The storm damage and earthquake damage projects are eighty-eight point fifty-three percent (88.53%) funded by FHWA and the remaining eleven point forty-seven percent (11.47%) funded by the County Road Division. There is no financial commitment until the Board approves a consultant services agreement with the selected consulting firm for each project.

The recommended action conforms to the Board of Supervisors' Core Role of providing for and maintaining infrastructure.

OTHER AGENCY INVOLVEMENT: California Department of Transportation, Federal Highway Administration

ALTERNATIVES TO STAFF RECOMMENDATIONS: The Board may choose not to approve the attached list of qualified consultants for on-call construction management services. However, this option is not recommended since the Department of Public Works does not have qualified personnel to oversee all of the up-coming bridge and roadway repair projects.

ATTACHMENT:

List of Qualified Consultants for On-Call Construction Management Services developed from RFQ No. DPW2017-001

ATTACHMENT

List of Qualified Consultants for On-Call Construction Management Services developed from RFQ No. DPW2017-001

1. Caltrop Corporation
2. Drake Haglan and Associates
3. GHD Inc.
4. Ghirardelli Associates, Inc.
5. MGE Engineering, Inc.
6. Oscar Larson & Associates Consulting Engineers, Inc.
7. Quincy Engineering
8. SHN Engineers & Geologists
9. Trinity Valley Consulting Engineers

ATTACHMENT 2

Department of Public Works Ranking of the Proposals for Construction Management
Services for Red Cap Road Bridge Replacement over Big Rock Gulch Contract No.
594021, dated April 12, 2017



ARCATA-EUREKA AIRPORT TERMINAL
MCKINLEYVILLE
FAX 839-3596

AVIATION 839-5401

DEPARTMENT OF PUBLIC WORKS

COUNTY OF HUMBOLDT

MAILING ADDRESS: 1106 SECOND STREET, EUREKA, CA 95501-0579
AREA CODE 707

PUBLIC WORKS BUILDING
SECOND & L ST., EUREKA
FAX 445-7409

ADMINISTRATION	445-7491	NATURAL RESOURCES	445-7741
BUSINESS	445-7652	PARKS	445-7851
ENGINEERING	445-7377	ROADS & EQUIP. MAINT.	445-7421
FACILITY MAINTENANCE	445-7493		

CLARK COMPLEX
HARRIS & H ST., EUREKA
FAX 445-7388

LAND USE 445-7205

April 12, 2017

Construction Management Pool

Transmittal by E-mail

RE: Proposal for Construction Management Services for Red Cap Road Bridge over Big Rock Gulch at PM 0.30, Contract 594021, RFP No. DPW2017-003

SUBJECT: Selection Committee Review

Dear Consultants:

Thank you for submitting a proposal for construction management services for the Red Cap Road Bridge over Big Rock Gulch, RFP No. DPW2017-003. The review committee has selected Ghirardelli Associates Inc. Per Sections 9.1(A)(B)(C) of the RFP, we request that the highest ranking proposer submit a Scope of Services, Project Schedule, and sealed Cost Proposal within four (4) days after receiving this notification and schedule a scoping meeting within ten (10) days. If the highest ranking consultant is unresponsive or an agreement cannot be reached, then the next highest ranking consultant will be asked to submit a Scope of Services, Project Schedule, and sealed Cost Proposal. The final ranking of the proposals are as follows:

1. Ghirardelli Associates, Inc.
2. MGE Engineering, Inc.
3. Caltrop Corporation
4. Trinity Valley Consulting Engineers, Inc.

Please call me directly at (707) 445-7377 if you have any comments or questions.

Sincerely,

Tony Seghetti
Deputy Director Engineering Division

cc: File

ATTACHMENT 3

Agreement for Consultant Services – Construction Management Services –
For Red Cap Road Bridge Replacement over Big Rock Gulch at PM 0.30,
Contract No. 594021

**AGREEMENT FOR CONSULTANT SERVICES
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
GHIRARDELLI ASSOCIATES, INC.
FOR
CONSTRUCTION MANAGEMENT SERVICES FOR
RED CAP ROAD BRIDGE REPLACEMENT OVER BIG ROCK GULCH AT PM 0.30**

Project No. 594021

This contract entered into this 16th day of May, 2017, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Ghirardelli Associates, Inc., a California Corporation, hereinafter referred to as "CONSULTANT," is made upon the following considerations:

RECITALS

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

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

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

ARTICLE I – INTRODUCTION

- A. The Project Manager for CONSULTANT will be Chuck Dory. The Contract Administrator for COUNTY will be Tony Seghetti, Deputy Director of Public Works or designee thereof.
- B. The work to be performed under this contract is described in Article II – Statement of Work and the approved CONSULTANT's Cost Proposal dated April 19, 2017. The approved CONSULTANT's Cost Proposal is attached hereto as Attachment B – Cost Proposal & Schedule of Work and incorporated herein by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.

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- C. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of COUNTY.
- D. Without the written consent of COUNTY, this contract is not assignable by CONSULTANT either in whole or in part.
- E. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- F. The consideration to be paid to CONSULTANT as provided herein, shall be compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II – STATEMENT OF WORK

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

ARTICLE III – CONSULTANT'S REPORTS OR MEETINGS

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

ARTICLE IV – PERFORMANCE PERIOD

- A. This contract shall go into effect on May 17, 2017, contingent upon approval by COUNTY, and CONSULTANT shall commence work after receiving notification to proceed from COUNTY's Contract Administrator. This contract shall end on December 31, 2018, unless extended by a written amendment hereto.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.
- C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this contract, the terms of the contract shall be extended by contract amendment.

ARTICLE V – ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this contract will be based on actual cost plus a fixed fee. COUNTY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the

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estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in the Cost Proposal. In the event, that COUNTY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by COUNTY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.

- B. In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of \$12,767.72. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- D. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 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
Attention: Tony Seghetti, Contract Administrator
1106 Second Street
Eureka, CA 95501

- H. The total amount payable by COUNTY including the fixed fee shall not exceed \$(Amount).

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- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by COUNTY's Contract Administrator. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.
- J. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE VI – TERMINATION

- A. COUNTY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. COUNTY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this contract, COUNTY shall pay CONSULTANT the sum due under this contract prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

ARTICLE VII – COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONSULTANT agrees that the contract cost principles and procedures set forth in Title 48 of the Code of Federal Regulations (CFR), Federal Acquisition Regulations System, Chapter 1, Part 31, Sections 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Part 31 shall be subject to repayment by CONSULTANT to COUNTY.
- D. All subcontracts in excess of Twenty Five Thousand Dollars (\$25,000.00) entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE VIII – RETENTION OF RECORDS/AUDIT

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

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to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of Twenty Five thousand Dollars (\$25,000.00) entered into as a result of this contract shall contain this provision.

ARTICLE IX – AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by the Humboldt County Auditor-Controller.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by the Humboldt County Auditor-Controller of unresolved audit issues. CONSULTANT's request for review shall be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instance of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, approved Cost Proposal, and ICR shall be adjusted by CONSULTANT and approved by COUNTY's Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract and cause for termination of the contract and disallowance of prior reimbursed costs.

ARTICLE X – SUBCONTRACTING

- A. Nothing contained in this contract or otherwise, shall create any contractual relationship between COUNTY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from COUNTY's obligation to make payments to CONSULTANT.
- B. CONSULTANT shall perform the work contemplated herein with resources available within its own organization and no portion of such work shall be subcontracted without written authorization by COUNTY, except that, which is identified in the approved Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by COUNTY.
- D. Any subcontract in excess of Twenty Five Thousand Dollars (\$25,000.00) entered into as a result of this contract shall contain all the provisions stipulated herein to be applicable to subconsultants.

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

ARTICLE XI – EQUIPMENT PURCHASE

- A. Prior authorization in writing, by COUNTY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding Five Thousand Dollars (\$5,000.00) for supplies, equipment, or consultant services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding Five Thousand Dollars (\$5,000.00) requiring prior authorization by COUNTY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two (2) years and an acquisition cost of Five Thousand Dollars (\$5,000.00) or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY." 49 CFR, Part 18 requires a credit to federal funds when equipment with a value greater than Five Thousand Dollars (\$5,000.00) is credited to the project.
- D. All subcontracts in excess of Twenty Five Thousand Dollars (\$25,000.00) entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XII – STATE PREVAILING WAGE RATES

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code Section 1770, and all federal, state, and local laws and ordinances applicable to the work required hereunder.
- B. Any subcontract entered into as a result of this contract, if for more than Twenty Five Thousand Dollars (\$25,000.00), for public works construction or more than Fifteen Thousand Dollars (\$15,000.00) for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.
- C. When prevailing wages apply to the services described herein and Attachment A – Scope of Work and schedule, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. (See <http://www.dir.ca.gov>.)

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ARTICLE XIII – CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of Twenty Five Thousand Dollars (\$25,000.00) entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XIV – REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

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

- A. CONSULTANT hereby certifies to the best of his or her knowledge and belief that:
 - 1. No local, state or federal appropriated funds have been paid, or will be paid by, or on behalf of, CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the California State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract, the making of any state or federal grant, the making of any state or federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 - 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress, in connection with a federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000.00) and not more than One Hundred Thousand Dollars (\$100,000.00) for each such failure.

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- C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed One Hundred Thousand Dollars (\$100,000.00) and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI – STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2 of the California Code of Regulations Section 8103.
- B. During the performance of this contract, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over forty (40) years of age), marital status, and denial of family care leave. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990(a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this contract by reference and made a part hereof as if set forth in full. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- C. CONSULTANT shall comply with regulations relative to Title VI of the Civil Rights Act of 1964 (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 CFR, Part 21 – Effectuation of Title VI of the Civil Rights Act of 1964). Title VI of the Civil Rights Act of 1964 provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the State of California shall, on the basis of race, color, national origin, religion, sex, age, or disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. CONSULTANT, with regard to the work performed during this contract shall act in accordance with Title VI of the Civil Rights Act of 1964. Specifically, CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT Regulations, including employment practices for employment related programs.

ARTICLE XVII – DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (nonprocurement)," which certifies that he/she or any person associated therewith in the capacity

of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to COUNTY.

- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT's responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the FHWA.

ARTICLE XVIII – FUNDING REQUIREMENTS


- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to COUNTY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or COUNTY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. COUNTY has the option to void the contract due to insufficient funding upon thirty (30) days advance written notice pursuant to the termination provisions set forth herein, or by mutual agreement to amend the contract to reflect any reduction of funds.

ARTICLE XIX – CHANGE IN TERMS


- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by COUNTY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by COUNTY's Contract Administrator.

ARTICLE XX – DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

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- B. The goal for DBE participation for this contract is eleven percent (11%). Participation by a DBE consultant or subconsultants shall be in accordance with information contained in Attachment C – Consultant Proposal DBE Commitment (Exhibit 10-O1), or in Attachment D – Consultant Contract DBE Information (Exhibit 10-O2), which are attached hereto and incorporated as part of the contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out the applicable requirements of 49 CFR, Part 26 in the award and administration of U.S. DOT assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as COUNTY deems appropriate.
- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- E. A DBE firm may be terminated only with prior written approval from COUNTY for the reasons specified in 49 CFR Section 26.53(f). Prior to requesting COUNTY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR Section 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors must be evaluated.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, similar transactions, particularly those in which DBEs do not participate, must be examined.
- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J. Upon completion of this contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise, First-Tier Subconsultants," CEM-2402F [Exhibit 17-F, of the Local Assistance Procedures Manual

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(LAPM)], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to COUNTY's Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty five percent (25%) of the dollar value of the invoice being withheld from payment until such summary is submitted. Any amounts withheld as a result of a failure to provide a summary of DBE payments will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises, First-Tier Subconsultants" form is submitted to COUNTY's Contract Administrator.

- K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within thirty (30) calendar days thereof.

ARTICLE XXI – CONTINGENT FEE

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

ARTICLE XXII – DISPUTES

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

ARTICLE XXIII – INSPECTION OF WORK

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

ARTICLE XXIV – SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions

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issued by the Humboldt County Risk Manager and other COUNTY representatives. CONSULTANT's personnel shall wear hard hats and safety vests at all times while working on the construction project site.

- B. Pursuant to the authority contained in Section 591 of the California Vehicle Code, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the California Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXV – INSURANCE AND INDEMNIFICATION

- A. Prior to the execution of this contract, CONSULTANT shall furnish to COUNTY satisfactory proof that CONSULTANT has taken out for the entire period required by this contract, as further described below, the following insurance, in a form satisfactory to COUNTY, and with an insurance carrier satisfactory to COUNTY, authorized to do business in the State of California with a current A.M. Bests rating of no less than A; VII or its equivalent, which will protect those described below from claims which arise out of, or in connection with, the acts or omissions of CONSULTANT for which CONSULTANT may be legally liable, whether performed by CONSULTANT, or by those employed directly or indirectly by it, or by anyone for whose acts CONSULTANT may be liable:
 - 1. Commercial General Liability Insurance, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, blasting, explosion, collapse of buildings or structures, damage to underground structures and utilities, liability for slander, false arrest and invasion of privacy arising out of construction management operations, blanket contractual liability, broad form endorsement, a construction management endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than Two Million Dollars (\$2,000,000) per occurrence for any one incident, subject to a deductible of not more than Twenty Five Thousand Dollars (\$25,000.00) payable by CONSULTANT. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
 - 2. Business Automobile Liability Insurance with limits not less than One Million Dollars (\$1,000,000.00) for each occurrence including coverage for owned, non-owned and hired vehicles, subject to a deductible of not more than Ten Thousand Dollars (\$10,000.00) payable by CONSULTANT.
 - 3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits and Employers' Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers. In the event CONSULTANT is self-insured, a Certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations – Administration of Self-Insurance, shall be filed with the Clerk of the Humboldt County Board of Supervisors.

4. Professional Liability Insurance – Error and Omission Coverage, including coverage in an amount no less than Two Million Dollars (\$2,000,000) for each occurrence (Four Million Dollars (\$4,000,000) general aggregate), subject to a deductible not to exceed Twenty Five Thousand Dollars (\$25,000.00) payable by CONSULTANT. Said insurance shall be maintained for the statutory period during which CONSULTANT may be exposed to liability. CONSULTANT shall require that such coverage be incorporated into its professional services agreements with any other entities.
- B. CONSULTANT's insurance policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. CONSULTANT's Commercial General Liability policy and Automobile Liability policy shall name COUNTY, and its affiliates, directors, officers, officials, partners, representatives, employees, consultants, subconsultants, agents and landlord, as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured. CONSULTANT's Commercial General Liability policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Is the primary insurance with regard to COUNTY.
 - c. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of building or structure to property underground, commonly referred to as "XCU Hazards."
 - d. Does not contain a pro-rated excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insured's clause.
 2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) 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 insured shall not operate to impair the rights of one 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 insured shall not operate to increase the limits of the insurer's liability.
 4. For claims related to this Agreement, CONSULTANT's insurance is the primary coverage to COUNTY, and any insurance or self-insured programs maintained thereby are excess to CONSULTANT's insurance and will not be used to contribute therewith.
 5. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY.
 6. CONSULTANT shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall

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be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000) shall be disclosed to, and approved by, COUNTY. If CONSULTANT does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONSULTANT agrees to pay the cost thereof. COUNTY is also hereby authorized to deduct the cost of said insurance from the monies owed to CONSULTANT under this Agreement.

7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONSULTANT shall be required to purchase additional coverage to meet above-referenced aggregate limits.
 8. Nothing contained herein shall be construed as limiting in any way the extent to which CONSULTANT or any of its permitted subcontractors or subconsultants may be held responsible for payment of damages resulting from their operations.
- C. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.


CONSULTANT: Ghirardelli Associates, Inc.
Attention: Chuck Dory, Project Manager
1225 Central Avenue, Suite 4
McKinleyville, CA 95519

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

AND

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

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

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its obligations contained in the contract, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY. CONSULTANT shall reimburse COUNTY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any Litigation in which CONSULTANT is obligated to indemnify and defend COUNTY under this contract.

ARTICLE XXVI – OWNERSHIP OF DATA

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in COUNTY; and no further agreement will be necessary to transfer ownership to COUNTY. CONSULTANT shall furnish COUNTY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by COUNTY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by COUNTY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.
- D. The parties hereby agree to comply with all applicable federal provisions pertaining to patent rights regarding rights to inventions (48 CFR, Part 27, Subpart 27.3 – Patent Rights Under Government Contracts for Federal-Aid Contracts).
- E. COUNTY may permit copyrighting reports or other products created hereunder. If copyrights are permitted, FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of Twenty Five Thousand Dollars (\$25,000.00) entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXVII – CLAIMS FILED BY COUNTY's CONSTRUCTION CONTRACTOR

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

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ARTICLE XXVIII – CONFIDENTIALITY OF DATA

- A. In performance of this contract, CONSULTANT may receive information that is confidential under local, state or federal law. CONSULTANT hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws.
- B. All financial, statistical, personal, technical, or other data and information relative to COUNTY's operations, which are designated confidential by COUNTY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- C. Permission to disclose information on one occasion, or public hearing held by COUNTY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- D. All informational material related to this Agreement shall receive approval from COUNTY prior to being released to the media (television, radio, newspapers and internet). CONSULTANT shall inform COUNTY of all requests for interviews by media related to this Agreement before such interviews take place; and COUNTY is entitled to have a representative present at such interviews. All notices required by this provision shall be given to COUNTY's Contract Administrator.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXIX – NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

ARTICLE XXX – EVALUATION OF CONSULTANT

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

ARTICLE XXXI – RETENTION OF FUNDS

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

ARTICLE XXXII – NOTIFICATION

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

CONSULTANT: Ghirardelli Associates, Inc.
Attention: Chuck Dory, Project Manager
1225 Central Avenue, Suite 4
McKinleyville, CA 95519


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

ARTICLE XXXIII – GOVERNING LAW, PRACTICE STANDARDS AND BINDING EFFECT

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

ARTICLE XXXIV – NO WAIVER OF DEFAULT

- A. The waiver by either party of any breach or violation of any requirement of this contract shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this contract.
- B. In no event shall any payment by COUNTY constitute a waiver of any breach of this contract or any default which may then exist on the part of CONSULTANT. Neither shall such payment

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impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand that CONSULTANT repay any funds disbursed to CONSULTANT under this contract, which in the judgment of COUNTY were not expended in accordance with the terms of this contract. CONSULTANT shall promptly refund any such funds upon demand.

ARTICLE XXXV – ATTORNEY FEES ON BREACH

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

ARTICLE XXXVI – NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE

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

ARTICLE XXXII – CONTRACT

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

[Signatures on Following Page]


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ARTICLE XXXVIII – SIGNATURES

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

Ghirardelli Associates, Inc.:

By: 

Date: 4/27/17

Name: RANDALL BRUNER

Title: PRESIDENT / CFO

By: Mr. - Mr. Lelo

Date: 4/27/2017

Name: Raewyn M. Lelo-Butcher

Title: Secretary

COUNTY OF HUMBOLDT:

By: 

Date: 5-16-2017

Virginia Bass
Chair, Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
Risk Analyst


Date: 5/2/17

Attachment A – Scope of Work and Schedule

Attachment B – Cost Proposal (Exhibit 10-H for Prime and Subconsultants)

Attachment C – Consultant Proposal DBE Commitment (Exhibit 10-I, 10-O1, & 10-O2)

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

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ATTACHMENT A – SCOPE OF WORK AND SCHEDULE

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Scope of Services

A. Description of Services

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

Chuck Dory, PE, QSD – Chuck will perform the duties of Project Manager/Resident Engineer/Structures Representative. He will be responsible for: 1) The overall administration of the construction contract to include, but not limited to: 1) Scheduling and conducting Meetings; 2) Facilitate coordination / communication with County staff, Contractor, Designer, County Lab personnel, utility companies, permit agencies, Karuk Tribe, Caltrans oversight personnel (as authorized by County), and other stake holders. 2) Preparing a Resident Engineer daily report; 3) Preparing change orders including costs estimates and attachments such as plans and specifications 2) Supervision of the consultant team members to include quality control of the individual members work and deliverables (daily reports, source / payment documentation, etc.); 3) Review of Contractor's technical submittals, working drawings, plans.

Gene Leo – Gene will be the on-site Construction Inspector and will reside in the project area during the work week. He will be responsible for: 1) Preparing daily inspection reports; 2) Photographing construction operations on a daily basis; 3) Verify the construction is performed in accordance with the contract documents (including environmental permits & agreements with the Karuk Tribe) and approved working drawings, plans and changes; 4) Immediately informing the RE and County regarding issues at the project; 5) Assist in the preparation of contract change orders and supporting documentation; 6) Verify Water Pollution Control Plan provisions and Best Management Procedures (BMPs) are implemented, maintained and attain the desire effect and recommend changes or adjustments as necessary; 7) Conduct employee interviews



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

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maintain the Request for Information (RFI), Correspondence and submittal review logs as well as track review times and verify documents are reviewed or approved in the stipulated timeframes.

2. Description of any services in the RFP that will not be included in proposal.

Sampling and testing is not included in our scope of services since RFP Section B, Specific Project Management Services, paragraph 11, states "Provisions of proactive coordination with the County's materials lab to schedule required materials testing." This statement leads us to believe the County will perform the necessary sampling and testing of materials at the project site and perform HMA and PCC plant inspections.

3. Describe procedural techniques that the Project Team will utilize to add value to the services.

We have elected to propose Chuck Dory for the combined position of Project Manager, Resident Engineer (RE) and Structures Representative (SR). Typically, a separate RE and SR are assigned to projects which include bridges or other structures with the RE responsible for the roadway portion of the work and contract administration and the SR responsible for the structures work and technical aspects to include submittal review.

B. Project Understanding and Quality Control

1. Proposers understanding, challenges & potential hurdles. Understanding:

Red Cap Road is a two (2) lane rural route which runs parallel to the Klamath River and connects to SR-96 to the west and provides access to the rural, mountainous area within the Karuk Tribal lands and National Forest lands to the east. The existing Big Rock Gulch Bridge (Bridge No. 4C-0117), located on Red Cap Road 0.32 miles east of SR-96 near the town of Orleans. The bridge has been classified as functionally obsolete due to deterioration of precast concrete deck panels, scour and undermining of the wingwalls and failure of the paint system on the steel girders and other metal components of the structure.

The existing bridge consists of a 32-foot long, single span structure consisting of precast PCC deck panels secured to steel girders supported on PCC abutments with unknown foundation types but are assumed to be spread footings. The bridge was constructed 1934 with a timber deck which was replaced in 1974 with the precast PCC deck panels. The bridge railing consists of metal beam guard rail elements secured to steel posts which are attached to the edge of deck. The paint / coating on the steel girders contain lead and zinc. There is an existing 8-inch water line belonging to the Orleans Community Services District. The bridge abutments act as a portion of the creek channel.

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Prior to work which affects the existing water line attached to the bridge. A temporary 6-inch fused HDPE water line will be constructed as a bypass to the south (right) of the bridge site.

Stage 1 (Stage 1A, 1B and 1C):

- Stage 1A consists of constructing Solider Pile Retaining Wall No. 3.
- Stage 1B consists of constructing the bridge and creek channel widening (half-width) Right of the "RC" Line.
- Stage 1C consists of constructing the roadway widening and structural section on the right from Station "RC" 11+90 to Abutment No. 1, Station "RC" 14+33.5.

Stage 2 consists of constructing the roadway widening and structural section on the right from Abutment No. 2, Station "RC" 14+93.55 to Station "RC" 17+00.

In stage 1 and 2, the Contractor has the option of using a temporary bridge or portion of the existing bridge for the passage one (1) lane of public traffic. Traffic will be control by a set of stop signs with limit lines which have clear line of sight. During work shifts where one (1) lane not less than 11 feet in width cannot be open for public traffic, traffic will be control by flaggers.

Stage 3 (Stage 3A and 3B):

- Stage 3A consists of: Constructing the bridge and creek channel widening (half- width) Left of the "RC" Line. Constructing Soldier Pile Retaining Wall No. 2.
- Stage 3B consists of constructing the roadway widening and structural section on the left from Station "RC" 11+90 to Abutment No. 1, Station "RC" 14+33.5.



Stage 4 consists of constructing the roadway widening and structural section on the left from Abutment No. 2, Station "RC" 14+93.55 to Station "RC" 17+00.

The construct project is identified as the red Cap Road Bridge Replacement over Big Gulch Creek at P.M. 0.30, Project No.: BRLO-5904(113) and Contract No. 594021. The construction contract stipulates that the work is to be completed 130 working days (6.5 months) and an estimated constriction cost of \$1,870,000 and liquidated damages are \$3,000 per calendar day. Bids were opened on November 21, 2017, to date a construction contract has not been awarded to an apparent low bidder.

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The new bridge, No. 04C-0259, will consist of a 60-foot long, 36-foot wide, single span precast, prestress voided PCC slab deck with a cast-in-place reinforced PCC deck overlay (5-inch min.) The deck will be supported by PCC abutments supported founded on driven steel H-piles. The bridge barrier will consist of a Caltrans Type 80 PCC (modified) Barrier with Tubular Metal Railing. The exposed roadside surfaces of the Type 80 barrier will receive a textured tribal pattern. A new 6-inch water line will be attached to the bridge soffit for the Orleans Community Services District.

Three (3) soldier pile retaining walls will be constructed at the following locations: RW No. 1, Abutment No. 1 Left (river side); RW No. 2, Abutment No. 2 Left (river side); and RW No. 3, Abutment No. 1, Right. The soldier pile retaining walls consisting of



steel "W-section" piles (various size) placed in concrete filled drilled holes, treated timber lagging (various dimensions), and a geocomposite sheet drain system. The exposed wall face will be constructed of reinforced PCC attached to the soldier piles with shear connectors (nelson studs). A PCC wall cap with gutter will be constructed at the top of the walls. The RW No. 3 exposed wall will receive a stained concrete architectural surface and the exposed cap surface will receive a textured tribal pattern.

The roadway construction consists of widening the roadway to two (2) 11-foot wide traffic lanes and variable width shoulders (0-5.25') with a new structural section consisting of 4-inches (0.33') of Hot Mix Asphalt (HMA) and 6-inches (0.5') of Class 2 Aggregate Base. At the four (4) ends of the bridge barriers (Type 80), metal beam guard railing will be constructed with terminal systems.

Rock slope protection (RSP) will be placed along the stream banks below the new abutments and Retaining Walls 1 and 2 as stream bank protection. In addition, clean river run gravel will be placed to line the creek channel the RSP installations. RSP will also be placed left of Station "RC" 12+30 (approx.) to build up the streambank shoulder to provide width for the roadway widening. To facilitate control of the water in the stream channel, the plans provide two (2) stream diversion options for the Contractor, install a culvert with cofferdams or install a cofferdam and pump water around the work site.

Stage Construction Operations:

The project plans provide for the work to be completed during four (4) stages of construction. Our understanding of the work to be performed in each stage is as follows:

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Environmental Permits and Concerns:

Environmental Considerations:

Big Rock Gulch Creek flows directly in to the Klamath River and the bridge is approximately 100' from the edge of the river. The project is located within the jurisdiction of the following agencies: Army Corps of Engineers, California Department of Fish and Wildlife, and California Regional Water Quality Control Board (North Coast), National Oceanic & Atmospheric Administration (NOAA) – National Marine Fisheries Services. Permits have been secured

for the project from these agencies and are a component of the contract documents. Other agencies which have jurisdiction or may have an interest in the work are: North Coast Air Quality Management District (notice of demolition), Karuk Tribe (cultural monitoring), and Caltrans District 1 Local Assistance and Environmental Branches.

Issues addressed in these permits include:

Protected species – Salmonids (Coho Salmon, Chinook Salmon and Steelhead Trout), resident birds (Northern Spotted Owls, Marbled Murrelet, Western Yellow-Billed Cuckoos, and Western Snowy Plover), Amphibians (Northern Red-Legged Frog, Foothill Yellow Legged Frog, and Southern Torrent Salamander), bats, nesting of migratory and non-game birds and Swallow nesting prevention. The Construction Contract requires the Contractor to employ the services of a qualified fish biologist to survey the creek channel before stream diversion and a qualified biologist to survey the work site and report on the presence of any regulated species. Work within the Big Rock Gulch Creek stream bed is confined to the period of June 1st to October 31st of each year in accordance with the California Department of Fish and Wildlife Stream Alteration Agreement, Notification No. 1600-2014-0226-R1. Stream diversion and dewatering is authorized for the project and the plans contain pipe diversion and bypass pumping options.

Water Pollution Control – the total of footprint of disturbed soil area is expect to be less than one (1) acre, so in accordance with the provisions of the water boards general permit, the Contractor is required to prepare and implement a Water Pollution Control Program (WPCP).

Hazardous wastes and materials may be present at the construction site – hazardous materials such as lead in the existing bridge paint system, lead in the existing traffic paint and thermoplastic traffic stripe materials, asbestos-containing material (ACM) in the native soil, water line, or existing bridge. The Contractor is required to prepare and submit the following plans: 1) an Asbestos Compliance Plan (ACP) with removal work plan if ACM is found during a site investigation or suspected to be present. 2)

A lead compliance plan for existing traffic stripe materials. 3) A lead compliance plan including debris containment and collection plan for the existing bridge paint system to include grime, waste, chips or disturbance to the member coatings.

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Utility Work and Coordination:

There are overhead utilities at the project site which are assumed to include electricity and telephone. The lines run directly over the bridge site and should be referenced with signs to verify crane and other heavy equipment operations are aware of the lines at all times.

There is an 8-inch waterline attached to the existing bridge which belongs to the Orleans Community Services District (OCSD). This line services a fire hydraulic located on the right shoulder west of the bridge site. The contract plans provide for a temporary 6-inch bypass water line while construction operations are in progress. A new 6-inch water line will be constructed and attached to the soffit of the new bridge.

Ghirardelli Associates understands the importance of ensuring that all coordination is conducted as stipulated in the contract. This timely coordination will be tracked by including activities for the utility work in the Contractor's CPM schedule and look ahead schedule submitted at weekly meetings. The utility agencies representatives will be include in the weekly coordination and scheduling meetings to verify a constant flow of information.

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

2. Description of management strategies that will be utilized to achieve goal and objective in an efficient manner.

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Methodology:

The following section breaks down, in detail, the individual tasks included in

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

1.0 Pre-Construction Phase:

1.1 File Review:

As part of the plan review process, the Resident Engineer will review the RE Pending File normally prepared by the Designer which contains design assumptions, quantity

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calculations, materials information, environmental studies, environmentally sensitive area (ESA) action plans, right-of-way documents, Area of Potential Effect (APE) information, permits, utility agreements, survey control point and staking data, and other relevant documents that have been generated during the design process.

1.2 Contract Documents and Reference Manuals:

The Resident Engineer and inspection staff will utilize the applicable specifications, manuals and documents in the administration of the project. These documents include and are not limited to: 1) Contract Documents, which include the Contract Special Provisions, Project Plans, Engineer's Estimate, Foundation Report, Hydraulic Report, and Construction Contractors bid documents. 2) Contract Permits which include: California Department of Fish and Wildlife (1602, streambed alteration agreement); North Coast Regional Water Quality Control Board Water Quality Certification (Section 401 of the Clean Water Act); Wetlands Program Permits; U.S. Army Corps of Engineers – Nationwide Permit General Conditions and San Francisco District Regional Conditions; and National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) documents.

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

1.3 Document Existing Site Conditions:

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



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1.4 Pre-Construction Conference:

The Resident Engineer will organize a pre-construction conference with the Contractor, subcontractors, County staff, designer, utility companies, Karuk Tribe representatives, construction management team members, Caltrans Oversight staff, 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 as well as addressing issues and coordination that must to be performed before work commences. The Resident Engineer and Office Engineer will prepare an agenda and meeting minutes. Topics to be discussed during the conference may include:

- Superintendence
- Authority and Lines of Communication
- Order of Work and Scheduling
- Contract Plans and Specifications
- Environmental Permits
- WPCP
- Submittals and Working Drawings
- Requests for Information (RFIs)
- Dispute / Potential Claims Processes
- Utility Coordination
- Safety
- Stage Constriction Operations
- Traffic Handling
- Labor Compliance
- EEO/DBE Utilization
- Progress Payment
- Control of Materials
- Source Inspection Requests
- Surveying and Staking
- Project Coordination (Designer & Stakeholders)

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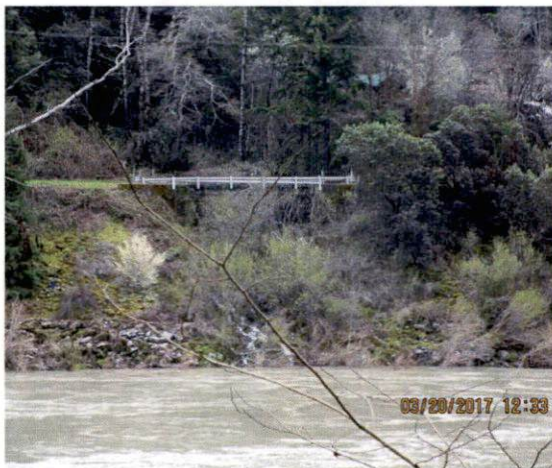
- Changes and Extra Work
- Public Relations

2.0 Construction Phase:

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

2.1 Field Office:

The Resident Engineer will set-up and maintain project files utilizing the Caltrans Standard Construction File Management System in accordance with the Caltrans LAPM and Construction Manual. These files (in binders) will be maintained at the Contractor furnished field office or other safe location near the project site. A set of



electronic project files will also be maintained in a Dropbox. Our Field staff is equipped with laptop computers, combination printer/copier/scanner/fax machines, wifi devices, cellular smart phones, and digital cameras for maximum efficiency in their assignments.

2.2 Coordination:

We fully recognize that our field team will report to the County's Project Manager. Our

Resident Engineer will be the main point of contact with the County staff and will be responsible for keeping the County staff fully informed of project progress, issues encountered and resolution of those issues to verify completion of the work according to the County's requirements. Our 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 construction period.

2.30 Contract Administration:

Under the direction of the Resident Engineer, each member of our CM staff will prepare a Daily Report on each day's activities. In addition to the Daily Reports, our construction inspector will provide daily quantity calculations for progress payments

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on each day measurable work is completed. Our Resident Engineer will produce a Daily Resident Engineer's report, summarizing the day's work progress, pertinent conversations with the Contractor or County staff, and other noteworthy occurrences.

2.31 Daily Administration:

The Resident Engineer will manage the day-to-day administration of the project. 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 bridge / structures inspection, as required.
- Coordinate, manage and review materials sampling and testing activities to be performed by the County's material testing staff.
- Coordinate, manage and review source inspection and testing activities to be performed by the subcontractor, Holdrege & Kull, to include preparation of the Source Inspection Quality Management Plan (SIQMP).
- Verify grades, staking and marks set by the Contractor.
- Coordinate field observation of daily reports recording work performed, labor and equipment, issues and resolutions, conversations, materials sampling and testing, grades / controls checked, item quantities, field measurements and extra work performed.
- Verify photographic records of the construction operations and site conditions are secured.
- Review inspectors' daily reports for completeness and accuracy.
- Verify project safety reviews are performed and compliance with laws, orders and regulations.
- Document progress and operations with photographs, including pre-construction photographs.
- Supervise prepare monthly progress pay estimate by the office engineer.
- Review labor compliance documents.

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- EEO and DBE interviews, tracking and reports.
- Prepare punch lists, as necessary.

Our Resident Engineer is also a qualified, experienced bridge / structures engineer and will provide guidance to the field inspector with regard structures inspections and perform technical submittal reviews, as necessary, which are expected to include:

- Independent analysis and approval of formwork/falsework plans.
- Structure concrete mix designs,
- Review of Contractor shop drawings for all structures work to include tubular handrailing, PC/PS PCC slab units, reinforcement, soldier pile wall, etc.
- Review and approval of plans and programs to include: Pile driving operations, shoring plans, cofferdam designs, water diversion plans, etc., rebar coupler / splice plans, etc.
- Scheduling for materials testing of all bridge / structures work by the County Materials Laboratory Personnel.
- Coordinating construction surveys and staking to be performed by subcontractor, SHN, to include furnishing grades as necessary to the Contractor and checking all structure related surveys.
- Coordinating RFIs related to bridge / structures work with County staff, the designer of record or other stakeholders.
- Bridge / structures redlines for As-Built drawings.
- Report of Completion documents related to all bridge / structures work.



2.32 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 sent to County staff, 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.

2.33 Monthly Progress Payments:

A progress payment estimate will be prepared monthly and will include the quantity and amount to pay, quantity and amount paid to date, and the quantity and amount

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remaining for each contract item and change order. The estimate will be prepared using a County approved formatted spreadsheet. We will submit with each progress estimate, source documents justifying the quantities to be paid.

The Resident Engineer, inspection and office engineer will prepare source documents for payment for work performed for each item listed in the Engineer's Estimate. These source documents will include calculations, field measures and counts to document the exact quantity(s) of item work performed each progress pay period, usually each month with a cutoff date agreed to by the County and Contractor. These source documents will be filed in the project records and will be the basis for payment as well as the auditable permanent project records. Before the progress pay estimate is submitted to the County, the Resident Engineer and Contractor will review and reach agreement on the item quantities to be paid, as well as any payments for material on-hand and not incorporated in the work and any administrative deductions. A monthly submittal consisting of potential change orders, change orders, notification of potential claims, requests for information (RFIs) and RFI log, shop drawing logs, review of record drawings, survey request log, materials testing request and results log, and minutes of the past months meeting will be provided to the County staff for review.

2.34 Scheduling:

We will constantly review the plans, specifications and permits to determine whether the Contractor is constructing the project correctly and in accordance with the 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. Close adherence to the plans, details and all applicable specifications is required in order to properly construct and administer the project. Activities include, but are not limited to, maintaining continuous agency coordination, issuing notices of non-compliance, maintaining strict adherence to all local policies, conducting a daily review of the construction operations, conducting reviews of all disputes and potential claims, and adhering to all County and Federal standards and construction guidelines.



2.35 Punch Lists:

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

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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.

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

2.36 Labor Compliance / EEO / Apprenticeship Programs

Our office engineer (OE) will maintain a log for tracking the Prime Contractor's and Subcontractor's submittal of certified payrolls and supporting documentation such as fringe benefit statement, apprenticeship programs, etc. The OE will check certified payrolls against our inspector's daily reports to verify the employees are receiving compensation at appropriate number of hours and in accordance with the California Department of Industrial Relations (DIR) Prevailing Wage Determination for the various crafts (i.e., laborer, operation engineer, cement mason, teamster, carpenter, etc.). Any discrepancies will be reported to the Prime Contractor for resolution.



Should any issue not be rapidly resolved, the County will be notified and if warranted a temporary deduction of money due the contract will be withheld from the next progress pay estimate. This temporary deduction of funds will be held until the issue(s) is resolved or a formal labor case is filed with the DIR.

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

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

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2.4 Construction Status / Weekly Coordination Meetings:

The Resident Engineer and CM staff will conduct weekly meetings with the Contractor, County staff and other interested parties. 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 / RFC status.
- Submittal status, including the status of repeat submittals.
- Change order / extra work status.
- Review of unresolved issues (old business).
- Review of current issues (new business).
- Review of safety issues.
- Control of materials – releases, NCRs, certificates of compliance and test results.
- Scheduling of materials testing and construction surveys.
- Scheduling and status of source inspection services.



2.41 Safety Meetings:

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

2.42 Pre-Activity Meetings:

As determined by the Resident Engineer or stipulated in the Contract Documents, pre-activity meetings may be conducted to discuss submittals, detailed planning and coordination, scheduling, traffic controls, WPCP, public notifications, staffing and resources such as materials and equipment required for an important tasks or complex

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operation. Examples of such tasks/operations for which pre-activity meeting maybe conducted are:

- Meeting with Karuk Tribal Monitors prior to ground disturbance operations
- Concrete placement operations for bridge decks
- Falsework erection and removal operations
- Pile driving operations
- Construction of engineered shoring systems
- Transitions to subsequent stage construction operations
- Bridge removal / demolition operations
- Stream diversion operations
- Dewatering operations
- HMA paving operations
- Source inspection planning and scheduling
- Solider Pile Retaining Wall construction

2.50 Contractor Requests for Information:

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

2.51 Project Submittals / Requests for Information:

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. Two sets 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. Tracking of submittals will be part of the progress meetings and will be tracked by our staff. In the event that the reviewers are unable to carry out their analysis within the specified time frames, the Resident Engineer will call for a special meeting with all parties involved and determine a solution.

The Resident Engineer will carefully monitor all Requests for Information (RFI), then review, distribute and track progress. Although this is a routine function of any construction project, the key to success is prompt review and timely response so

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that the owner's interest in cost and schedule are kept in consideration. By our close monitoring of and coordinating the follow-up of all RFIs, we will help to prevent potential delays and/or changes to the project schedule or scope. Document logs will be maintained for correspondence, submittals / shop drawings, RFIs, RFCs, change orders and disputes and potential claims.

2.52 Shop Drawings:

We will review all shop drawings. We will analyze the drawings and make recommendations on whether or not they conform to the intent of the contract documents. Copies will be forwarded to the appropriate reviewers, such as the Engineer of Record and County Project Manager. After all comments are received, we will then return the drawings back to the Contractor with the appropriate response or action. A submittal log will be maintained for each document to monitor the review process and verify timely review and approval and to also, verify the documents is approved with a specified timeframe such as "Falsework Drawings."

2.53 Materials Sampling, Testing and Plant Inspection

The Resident Engineer or on-site inspector will coordinate all necessary quality assurance materials testing and inspection for the project with the County's Materials Laboratory. The County Materials Laboratory Personnel will provide the necessary sampling, testing and plant inspection services. They will also, as necessary, verify Hot Mix Asphalt Mix (HMA) and PCC Mix Designs. Examples of materials which will be sampled and tested at County's laboratory include but are not limited to:

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

2.54 Material Source Inspection

Subconsultant, Holdrege & Kull Consulting Engineers and Geologists, will perform source inspection / sampling and testing for the precast / prestressed Voided PCC Bridge Deck Units which are to be cast at the Kiecon facility in Antioch, CA.

2.55 Material Test Data and Certificates of Compliance:

The Resident Engineer or office engineer will review all Contractor-provided manufacturers' shop or mill test certificates, including test reports from independent

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materials testing laboratories to verify compliance with the Contract specifications. Certificates of compliance will be obtained for all materials for which the specifications require their submittal as well as for the basis of acceptance of materials which are to be inspected and released at the project site. Examples of materials which are accepted based on certificates of compliance and inspected and released at the project site are:

- Rebar
- Drainage pipe (metal, concrete, plastic, PVC, etc.)
- Metal Beam Guard Railing and Terminal Systems
- Mineral admixtures for concrete
- Chemical admixtures for concrete
- Hydroseed fiber and mulch
- Waterstop
- Steel Piling
- Treated Timber Lagging
- Cable Railing
- Thermoplastic Traffic Stripe Material
- Delineators and Object Markers
- Geocomposite / Wick Sheet Drain
- RSP Fabric
- Misc. Metal
- Erosion Control blanket and Fiber Rolls



2.56 Construction Surveying and Staking:

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

Scope of Services

2.57 Construction Inspection:

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

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

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

2.571 Traffic Control:

The Resident Engineer and inspection staff will review and make recommendations to the Contractor's Traffic Control Plan submittal and inspect the Contractor's traffic control to verify compliance with plans, specifications, County standards as well as the Manual on Uniform Traffic Control Devices (MUTCD). Our staff will verify compliance with the planned / approved staged construction and associated traffic handling plans. We will constantly monitor public traffic reactions to detours, temporary alignments, traffic delineation devices, signage, etc. and propose / direct changes as necessary to verify the safe, smooth, efficient passage of public traffic through the work zone(s). The construction is subject to a 2-week shutdown in August / September for the Panamnik World Renewal Ceremony.

2.572 Safety:

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

Scope of Services

practices will be developed for all team members and visitors to the project site to review and sign. Examples are:

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

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

2.58 Environmental and Permits:

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



2.581 Water Pollution Control Program (WPCP):

Our Resident Engineer as well as our 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 and general permit to include installation and maintenance of BMPs, inspections and program updates as required to changing operations and site conditions. As necessary, our staff will perform inspection of the construction BMPs and records. The footprint of the designated project site is under one (1) acre. The CM staff will monitor changes in the project footprint (disturbed soil areas – DSAs) and notify the County if it appears the combined DSAs associated with the project site and staging / storage areas will exceed the one (1) acre threshold before a SWPPP is required.

Scope of Services

2.60 Change Orders:

The Resident Engineer or office engineer will prepare Change Orders, as necessary. Change Orders will be prepared in accordance with the Caltrans Construction Manual, Caltrans Local Assistance Procedures Manual and the County Project Manager's instructions. The Resident Engineer will seek guidance from the County's PM regarding the County's policy and procedures for the preparation, processing and approval of change orders. Change Order approval or Authority to Proceed will be secured from the County before any work of the change is performed.

2.61 Project Budget / Contingency Balance:

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

2.62 CM Progress Reports and Budget:

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

2.70 Structures (Bridge) Technical Tasks:

Our Resident Engineer / Structure's Representative is prepared to check and perform independent analysis of certain engineering submittals associated with the structures construction as well as inspect and direct the efforts of the field staff with their inspection efforts. We understand that the designer may check or analyze such submittals as the shop drawings for the PC/PS PCC voided slab units. As well as checking grades for the various operations associated with the roadway construction and placement of rock slope protection (RSP), our staff is prepared to provide deck grades and camber values to the Contractor as required by the specifications.



Scope of Services

2.71 Formwork Systems / Falsework:

Our Resident Engineer will review and approve the Contractor's Formwork / Falsework Working Drawings associated with erection of the PC/PS voided slab units and bridge abutments. In addition to inspecting the erection and removal of the bridge formwork / falsework, our staff will review subsequent amendments to the work in accordance with the Caltrans Falsework Manual. Our staff will verify 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. Temporary blocking and bracing of the deck slab units may be required until the keyways are grouted and the cast-in-place PCC deck is constructed and the deck slab units are secured in-place. Our Resident Engineer may request and review formwork designs in order to confirm that the forming system design and designated materials will withstand the forces imposed by fluid concrete without failure or excessive settlement or deformation. The Contractor may be required to specify maximum pour rates to be adhered to during concrete placement operations.

2.72 Shoring & Cofferdam Systems:

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

2.73 Concrete Mix Designs:

The Resident Engineer and field staff will verify that concrete delivered for the various components of the bridge meet the requirements of the approved mix design(s).

The constituent weights and volumes published on the batch tickets will be checked to verify compliance with the mix design. Any member of our staff can check the Contractor's 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 our inspection staff and Contractor.

2.74 Joint Seal Calculations:

The Resident Engineer will determine the Type A Joint Seal groove (saw cut) width based the seal width limits and structure temperature at the time of installation. The joint seal movement calculations form with the initial structure information is furnished to the RE by the designer for completion of the calculation for the saw cut width, which is provided to the Contractor. Temporary block outs for joint seals will be monitored to verify the proper gap width is used during deck and abutment backwall construction operations.

Scope of Services

2.75 Pile Driving Systems:

The Resident Engineer will secure and review the submittals required by the specifications for pile driving operations. These submittals may include: 1) Pile Work / Handling plan if the operations are closer than the length of pile being handled or installed near public traffic or areas open to public use. 2) Driving System Submittal which may include: drivability studies and analysis; selected hammer specifications including energy; cap blocks; pile cushions; follower information; pile compressive, tensile and driving resistance verses blow count per foot length of pile; soil parameters; assumptions and a completed Pile and Driving Data Form. The RE or Inspector will monitor driving conditions and operations to help verify compliance with the specifications (nominal resistance – blow count/ft. and tip elevation). Designer guidance will be secured should problems be encountered with reaching the planned pile tip elevation or bearing or unforeseen conditions affecting pile installations.

2.76 Soldier Pile Retaining Walls (3 locations):

The Resident Engineer will review the Contractor's materials submittals and pile placement plan for the W-section steel piling to verify compliance with the materials specifications and plan details for each wall location. Pile placement will be monitored by the Project Inspector to help verify proper spacing and alignment (vertical & horizontal). Damage to pile shear connector or coating system shall be repaired by approved methods.

2.77 Bridge Removal / Demolition Plans:

The Resident Engineer will review and approve the Contractor's bridge removal / demolition plans to verify compliance with the stage construction plans, Cal-OSHA Construction Safety Orders and environmental standards to include the approved lead compliance, debris and containment plans since the existing steel girders have been identified as having paint / coating which contains zinc and lead. The existing precast deck units, steel girders and bridge railing will be packaged, stored and shipped to the designation County Yard in Willow Creek in accordance with the specifications.

2.8 Dispute Resolution and Claims Management:

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

Scope of Services

will verify the administrative processes for dispute resolution and potential claims are adhered to and the appropriate documentation prepared, collected and filed in preparation for further claims processes or litigation.

3 Post Construction:

3.1 Claims Management:

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

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

3.2 Project Closeout:

Our project team will work closely with the design engineer, County staff and other stake holders to verify that the project closeout proceedings are performed quickly, accurately and consistently, in accordance with all pertinent policies and procedures. We will review and monitor the Contractor's submittal information respective to the closeout, such as "as-built" information, warranties, guarantees, bond reduction, punch list preparation, etc. In addition, the Resident Engineer will prepare and submit the following documents in accordance with Chapter 17 of the Caltrans Local Assistance Procedures Manual:

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

Scope of Services

3.3 As-Built Plans:

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

3.4 Reports of Completion:

The Resident Engineer and Project Manager will prepare reports of completion for the bridge and roadway construction utilizing the report formats and guidelines in the following Caltrans Manuals: Local Assistance Procedures, Construction Manual and Bridge Records and Procedures. As-built PC/PS Voided PCC Slab Unit Drawings, pile driving records and completed joint seal calculations will be submitted with the report(s).

3.5 Contract Records:

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

Humboldt County Department of Public Works
Red Cap Road Bridge Replacement Over Big Gulch at PM 0.30, Project No. BRLO-5904(113)
Project Schedule / Staffing Plan

	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-17	
Task 1 - Preconstruction Services										
Constructability Review										
Prepare Project Schedule										
Prepare Project Construction - QA Manual										
RE File / Office Setup										
Precon Conference										
Task 2 - Construction Management Services										
Submittals										
Construct Stream Diversion										
Construct Temporary Waterline Bypass										
Bridge Removal (Portion)										
Construct Temporary Detour / Bridge										
PC/PS Voided Deck Slab Unit Fabrication (4-5 weeks)										
Stage 1A - Retaining Wall (Right)										
Construct Solider Pile Retaining Wall No. 3										
Stage 1B - Bridge (Half) / Walls / Portion of Roadway (Right)										
Drive H-Piles										
Construct Abutment Stems										
Construct Wingwalls										
Place RSP / Gravel in Channel										
Place PC/PS Voided Deck Slab Units										
Place PCC Deck Overlay										
Construct Abutment Backwalls										
Construct Type 80 Barrier w/ Tubular Railing										
Stage 1C - Portion of Roadway (Right)										
Construct Roadway Widening, Station "RC" 11+90 - 17+00 Right										
Construct MBGR										
Stage 2 - Portion of Roadway (Right)										
Construct Roadway Widening, Station "RC" 14+93.55 - 17+00 Right										
Stage 3A - Bridge (Half) / Walls (Left)										
Remove Temporary Bridge										
Drive H-Piles										
Construct Abutment Stems										
Place RSP / Gravel in Channel										
Place PC/PS Voided Deck Slab Units										
Place PCC Deck Overlay										
Install New Waterline										
Construct Abutment Backwalls										
Construct Type 80 Barrier w/ Tubular Railing										
Construct Solider Pile Retaining Wall No. 1										
Construct Solider Pile Retaining Wall No. 2										
Stage 3B - Portion of Roadway (Left)										
Construct Roadway Widening, Station "RC" 11+90 - 14+33.5 Left										
Construct MBGR										
Stage 4 - Portion of Roadway (Left)										
Construct Roadway Widening, Station "RC" 14+93.55 - 17+00 Left										
Construct MBGR										
Final Erosion Control										
Place Traffic Stripes / Signs										
Finishing Roadway										
Punch List / Finishing Roadway										
Task 3 - Post Construction Services										
Proposed Final Estimate										
As Built Records										
RE Certification										
Reports of Completion										
Final Payment										
RE Final Report of Expenditures										
Estimated Staffing Hours										
Staffing										Totals
Chuck Dory, PE, Resident Engineer / Structures Representative	8	32	32	24	32	32	32	8		200
Gene Leo, Assistant Resident Engineer / Inspector	8	160	152	160	160	160				800
Gina Prchlik, PE, Office Engineer	8	32	32	32	32	32	24	8		200
										0
Sub total =	24	224	216	216	224	224	56	16		1,200
Task 1 - Pre-Construction (Hours) =	24									
Task 2 - Construction Management Services (Hours) =					1,160					
Task 3 - Post Construction (Hours) =								16		

**ATTACHMENT B – COST PROPOSAL (EXHIBIT 10-H FOR PRIME AND SUB
CONSULTANTS)**

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Cost Proposal for Red Cap Road Bridge Replacement over Big Gulch at PM 0.30, RFP No. 2017-003, Project No. BRLO-5904(113)

Firm Name: Ghirardelli Associates

April 19, 2017

	Fringe		Overhead		Admin		Combined
Normal	50.82%	+	79.54%	+	0%	=	130.36%
Overtime	50.82%	+	79.54%	+	0%	=	130.36%

FEE % 7%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Hourly Billing Rates				Effective Date		Hourly Rate	% Esc.	Hourly Range for class	Hours by Phase				Hours	Amount
	Straight	OT	DT	Shift Dif.	From	To				Advertise	Pre-con	Construction	Closeout		
Chuck Dory, P.E., QSD, LSIT Project Manager/Resident Engineer	\$172.53	\$172.53	\$172.53	\$172.53	1/1/2017	12/31/2017	\$70.00	3%	\$78.00 to \$95.00	0	8	184	8	200	\$ 34,506.00
	\$177.71	\$177.71	\$177.71	\$177.71	1/1/2018	12/31/2018	\$72.10	3%						0	\$ -
Ernest Gene Leo Construction Inspector	\$147.89	\$179.99	\$212.09	\$166.37	1/1/2017	12/31/2017	\$60.00	3%	\$58.00 to \$66.00	0	8	792	0	800	\$ 118,312.00
	\$152.32	\$185.38	\$218.44	\$171.36	1/1/2018	12/31/2018	\$61.80	3%						0	\$ -
Gina Prchlik, P.E., QSD Office Engineer	\$147.89	\$179.99	\$212.09	\$166.37	1/1/2017	12/31/2017	\$60.00	3%	\$54.00 to \$77.00	0	8	184	8	200	\$ 29,578.00
	\$152.32	\$185.38	\$218.44	\$171.36	1/1/2018	12/31/2018	\$61.80	3%						0	\$ -
Travel Pay / Subsistence															\$ 3,150.00
SHN Consulting Engineers & Geologists, Inc.	see following pages for detailed info														
Construction Surveying & Staking															\$ 27,470.00
Holdrege & Kull Consulting Engineers & Geologists, Inc.	see following pages for detailed info														
Source Inspection (PC/PS PCCC Voided Bridge Deck Slab Units)															\$ 16,785.84
													Total	\$ 229,801.84	

- Hourly rates include vehicle, mobile phone, laptop, and camera.
- Any extensive reproduction or delivery service charges shall be billed at actual.
- Rates as noted above. Annual rate escalation is 3%.
- Construction inspection activities are subject to prevailing wage requirements.
- Ghirardelli Associates does not charge for our Project Manager to administer the contract.
- Proposed cost based on the 130 working days specified in the construction contract.
- Scope of source inspection services includes only the PC/PS PCC Voided Bridge Slab Units.
- County Laboratory and personnel to perform materials sampling and testing.
- SHN materials testing price list included for information only and consideration should the County not be able to perform testing with their forces and facility and desire to add the work to the contract.

Client Initial
GAI

Other Direct Costs (ODCs)


Consultant: Ghirardelli Associates, Inc.

Date: 4/19/2017

OTHER DIRECT EXPENSES

Type of Expense	Prime	
	Ghirardelli	
	Unit	Cost
Communications		
A. Printing & Reproduction	Each	Actual ¹
B. Cell Phone		N/A
Computer		
A. Laptop		N/A
Vehicles		
A. Vehicle		N/A
Delivery Services		
A. FEDEX/UPS/ IS Postal		Actual ¹
Miscellaneous		
A. Public Awareness Expenses		N/A
B. Travel Expenses	Each	Actual ¹
C. Doc Express Services	Monthly	\$50.00
D. Training	Each	Actual ¹

1. Pre-approved actual costs are competitive prices from appropriate vendors in their respective industries, and supported by receipts as detailed in executed task orders.
2. NA = not applicable and included in overhead.

Initial 
Client GAI



Memorandum

Reference: 017049
Date: April 19, 2017
To: Chuck Dory
From: Ken Fisher, P.L.S.
Subject: Revised Scope of Work for Construction Staking of the Red Cap Road Bridge Replacement, Orleans, CA

SHN Consulting Engineers & Geologists, Inc. (SHN) appreciates the opportunity to submit this proposal to provide surveying and associated services for Construction Staking for the above referenced project. Our understanding of the project is based upon the Construction Drawings by Drake Haglan dated May 26, 2015.

Scope Items

1. Initial review of the improvement plans and setup of staking drawing in AutoCAD Civil 3d.
2. Recover and verify the on-site survey-control. Any new control required to be set due to destruction of the initial control points will be an extra.
3. Set one set of slope-stakes for retaining wall #3; set one set of slope stakes for the southerly embankment.
4. Set offset stakes for retaining wall #3 and the two abutments for Stage 1 construction.
5. Set bank plugs or slope stakes for the finished grade of the asphalt road surface.
6. Set offset stakes for retaining walls #1 & #2 and the two abutments for Stage 2 construction.
7. Set one set of slope-stakes for the rock-slope protection on the northerly embankment.
8. Prepare cut sheets for each phase of the staking.
9. This proposal does not include time for setting stakes for clearing limits. It also does not have budgeted the time to perform an as-built survey of the bridge, abutments, approaches, and channel underneath the bridge deck.

Proposed fee for the survey staking: \$27,470.

Civil • Environmental • Geotechnical • Surveying
Construction Monitoring • Materials Testing
Economic Development • Planning & Permitting



Memorandum

Reference:

Date: April 19, 2017

To: Chuck Dory

From: Ken Fisher, P.L.S.

Subject: Breakdown of Scope of Work for Construction Staking of the Red Cap Road
Bridge Replacement, Orleans, CA

Charge-out Rates

<u>Item</u>	<u>PLS</u>	<u>Survey Tech</u>
Prevailing Wage	\$135/hr.	\$125/hr.
Prev. Wage OT	\$160/hr.	\$130/hr.
Office/Non-prev.	\$130/hr.	\$80/hr.
Office/Non-prev. OT	\$130/hr. (n/a)	\$120/hr.

Mileage: \$ 0.80/mile

Survey Equipment: \$300/day for GPS system; \$200/day for Robotic Total Station

Per Diem: \$175/person/day

Survey materials:	48" wood lath:	\$0.65/piece
	6"-8" wood hubs:	\$0.35/piece
	Flagging:	\$2.00/roll
	Paint:	\$5.50/can

Travel to and from the site is charged out at our normal office/non-prevailing (& OT) rates; prevailing rates only apply to work on the job site.

Scope Item Details

1. There will be five mobilizations made to the project site in Orleans, CA. Each trip will involve the licensed surveyor and survey tech. Five hours of travel time is budgeted for each trip to and from the site.
2. The tasks for the five mobilizations are broken down as follows:
 - i. Recover and verify the survey control; set slope-stakes for the southerly (uphill) embankment; set slope stakes for the creek channel
 - ii. Set offset stakes for retaining wall #3; set offset stakes for the Stage 1 construction of the new bridge abutments
 - iii. Set bank plugs/offset stakes for the finished grade of the asphalt surface for the Stage 1 and Stage 2 construction
 - iv. Set offset stakes for retaining walls #1 & #2; set offset stakes for the Stage 2 construction of the new bridge abutments

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CONSULTING ENGINEERS & GEOLOGISTS, INC.

812 W. Wabash • Eureka, CA 95501-2138 • 707/441-8855 • FAX: 707/441-8877 • shninfo@shn-engr.com

- v. Set slope-stakes for the rock-slope protection on the northerly (downhill) embankment.
- 3. Office work will combine the efforts of the licensed surveyor and the surveying tech at the rates noted above.

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Proposal No. PL17024
April 19, 2017

Chuck Dory
Ghiradelli Associates, Inc.
2990 Lava Ridge Court, Suite 230
Roseville, California 95661

Reference: *Red Cap Road Bridge Replacement*
Humboldt County, California

Subject: *Proposal for Materials Testing and Source Inspection Services*

Dear Mr. Dory,

Holdrege & Kull (H&K) is pleased to present you with this proposal to provide materials testing and source inspection services during the improvements associated with the Red Cap Road Bridge in Humboldt County, California.

PROPOSED SCOPE OF SERVICES

Based on our understanding of the project, materials testing and source inspection will be required to verify compliance with the client provided specifications and plans. Unless otherwise specified, an engineering technician with the appropriate qualifications from H&K will perform each task. H&K will perform the following scope of services as requested:

- Periodic source inspection during the fabrication of the precast members to be completed in Antioch California.
 - Review plants Quality Control (QC) manual and verify plant is operating in accordance.
 - Review placement of tendons, reinforcing steel and casting of structural concrete for precast members.
 - Review manufactures mill certifications for tendon materials.
 - Observed the tensioning of prestressed tendons.
 - Observe QC operations during the testing of concrete specimens and tensioning of prestressed tendons.

Initial
Client GAI

SCHEDULE

We will perform the services outlined above once H&K receives authorization to proceed, weather and site conditions permitting. The time required for our services is dependent on the contractor's schedule. H&K relies on the client or the client's representative to notify H&K in advance of work being performed which requires observation and/or testing.

TERMS

Actual fees will depend on contractor and subcontractor efficiency, suppliers, production schedules, and manpower commitments to various phases of construction. Actual fees will be based on the attached 10-H fee schedule in effect at the time services are provided. Should any conditions be encountered which require additional testing outside the scope of services outlined above, we will advise you promptly and obtain your approval on a recommended course of action. We can provide additional testing services beyond this estimate, at your request. We have assumed that prevailing wage rates will apply during the course of the contract. We estimate the cost to provide the services outlined above and detailed in the attached fee estimate will be \$16,766.

We appreciate the opportunity to submit this proposal and we look forward to working with you. If this proposal is acceptable, please contact our office to authorize the services outlined above as requested. If you have any questions or need further information, please call.

Sincerely,

HOLDREGE & KULL



John Atkinson
Laboratory and Field Supervisor

Attached: 10-H
Fee Estimate Detail

F:\2 Proposals\PL17024 Red Cap Road Bridge Replacement\01 Proposal, Contract and Amendments\PL17024 Red Cap Road Bridge Replacement Proposal 17-0419.doc

Holdrege and Kuit Free Estimate for Materials Testing

Task	Sub Task	Task Specific	Field Work Related					Laboratory																				Subtotal																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																						
			Staff	Site Visits	Hours/Qty per Visit	Total Hours/Qty	Unit Cost	Field work Cost	Task 00 Submittal Review																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									

SRT1: Field Soils and Materials Tester, Soils/Asphalt, ACI/ACI Concrete Tester, SRT1F: Field Soils and Materials Tester Travel to and From

Client Initial GAI

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 1 OF 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant Holdrege & Kull Contract No. _____ Date 3/8/2017

Fringe Benefit % + Overhead % + General Administration % = Combined Indirect Cost Rate (ICR) %
 (= 0% if Included in OH) **52.13%** (= 0% if Included in OH) **112.94%** **165.07%**
 FEE % = **10.00%**

BILLING INFORMATION**CALCULATION INFORMATION**

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Project Assistant	\$59.48	\$89.22	\$118.96	1/1/2017	12/31/2017	\$20.40	5.0%	Not Applicable
	\$62.46	\$93.68	\$124.91	1/1/2018	12/31/2018	\$21.42	5.0%	
	\$65.58	\$98.37	\$131.16	1/1/2019	12/31/2019	\$22.49	5.0%	
AutoCAD operator	\$72.89	\$109.34	\$145.79	1/1/2017	12/31/2017	\$25.00	5.0%	Not Applicable
	\$76.54	\$114.81	\$153.08	1/1/2018	12/31/2018	\$26.25	5.0%	
	\$80.37	\$120.55	\$160.73	1/1/2019	12/31/2019	\$27.56	5.0%	
Technical Editor	\$56.86	\$85.29	\$113.72	1/1/2017	12/31/2017	\$19.50	5.0%	Not Applicable
	\$59.70	\$89.55	\$119.40	1/1/2018	12/31/2018	\$20.48	5.0%	
	\$62.69	\$94.03	\$125.37	1/1/2019	12/31/2019	\$21.50	5.0%	
Assistant Engineer/Geologist	\$64.15	\$96.22	\$128.29	1/1/2017	12/31/2017	\$22.00	5.0%	Not Applicable
	\$67.35	\$101.03	\$134.71	1/1/2018	12/31/2018	\$23.10	5.0%	
	\$70.72	\$106.08	\$141.44	1/1/2019	12/31/2019	\$24.26	5.0%	
Staff Scientist	\$91.99	\$137.99	\$183.99	1/1/2017	12/31/2017	\$31.55	5.0%	Not Applicable
	\$96.59	\$144.89	\$193.18	1/1/2018	12/31/2018	\$33.13	5.0%	
	\$101.42	\$152.13	\$202.84	1/1/2019	12/31/2019	\$34.78	5.0%	

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- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

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EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 1 OF 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant Holdrege & Kull Contract No. _____ Date 3/8/2017

Fringe Benefit % + Overhead % + General Administration % = Combined Indirect Cost Rate (ICR) %
 (= 0% if Included in OH) **52.13%** (= 0% if Included in OH) **112.94%** **165.07%**
 FEE % = **10.00%**

BILLING INFORMATION**CALCULATION INFORMATION**

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Staff Engineer/Geologist	\$92.63	\$138.95	\$185.27	1/1/2017	12/31/2017	\$31.77	5.0%	Not Applicable
	\$97.27	\$145.90	\$194.53	1/1/2018	12/31/2018	\$33.36	5.0%	
	\$102.13	\$153.19	\$204.26	1/1/2019	12/31/2019	\$35.03	5.0%	
Project Engineer/Geologist	\$112.14	\$168.21	\$224.28	1/1/2017	12/31/2017	\$38.46	5.0%	Not Applicable
	\$117.75	\$176.62	\$235.50	1/1/2018	12/31/2018	\$40.38	5.0%	
	\$123.63	\$185.45	\$247.27	1/1/2019	12/31/2019	\$42.40	5.0%	
Senior Engineer/Geologist	\$121.35	\$182.03	\$242.71	1/1/2017	12/31/2017	\$41.62	5.0%	Not Applicable
	\$127.42	\$191.13	\$254.84	1/1/2018	12/31/2018	\$43.70	5.0%	
	\$133.79	\$200.69	\$267.59	1/1/2019	12/31/2019	\$45.89	5.0%	
Associate Engineer/Geologist	\$162.96	\$244.44	\$325.92	1/1/2017	12/31/2017	\$55.89	5.0%	Not Applicable
	\$171.11	\$256.67	\$342.22	1/1/2018	12/31/2018	\$58.68	5.0%	
	\$179.67	\$269.50	\$359.33	1/1/2019	12/31/2019	\$61.62	5.0%	
Principal	\$210.29	\$315.43	\$420.57	1/1/2017	12/31/2017	\$72.12	5.0%	Not Applicable
	\$220.80	\$331.20	\$441.60	1/1/2018	12/31/2018	\$75.73	5.0%	
	\$231.84	\$347.76	\$463.68	1/1/2019	12/31/2019	\$79.51	5.0%	

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
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Cost Proposal

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 1 OF 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

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 Consultant or Subconsultant Holdrege & Kull Contract No. _____ Date 3/8/2017

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 (= 0% if Included in OH) **52.13%** (= 0% if Included in OH) **112.94%** **165.07%**
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BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Supervisory Technician	\$95.64	\$143.46	\$191.27	1/1/2017	12/31/2017	\$32.80	5.0%	Not Applicable
	\$100.42	\$150.63	\$200.84	1/1/2018	12/31/2018	\$34.44	5.0%	
	\$105.44	\$158.16	\$210.88	1/1/2019	12/31/2019	\$36.16	5.0%	
Construction Services Manager II	\$140.19	\$210.29	\$280.38	1/1/2017	12/31/2017	\$48.08	5.0%	Not Applicable
	\$147.20	\$220.80	\$294.40	1/1/2018	12/31/2018	\$50.48	5.0%	
	\$154.56	\$231.84	\$309.12	1/1/2019	12/31/2019	\$53.01	5.0%	
Field Soils and Materials Tester * Soils/Asphalt - 1st SHIFT	\$161.21	\$241.82	\$322.43	1/1/2017	12/31/2017	\$55.29	5.0%	Not Applicable
	\$169.27	\$253.91	\$338.55	1/1/2018	12/31/2018	\$58.05	5.0%	
	\$177.74	\$266.61	\$355.47	1/1/2019	12/31/2019	\$60.96	5.0%	
Field Soils and Materials Tester * Soils/Asphalt - 2nd SHIFT	\$172.96	\$259.45	\$345.93	1/1/2017	12/31/2017	\$59.32	5.0%	Not Applicable
	\$181.61	\$272.42	\$363.22	1/1/2018	12/31/2018	\$62.29	5.0%	
	\$190.69	\$286.04	\$381.38	1/1/2019	12/31/2019	\$65.40	5.0%	
ACI Concrete Tester * 1st SHIFT	\$146.43	\$219.64	\$292.86	1/1/2017	12/31/2017	\$50.22	5.0%	Not Applicable
	\$153.75	\$230.63	\$307.50	1/1/2018	12/31/2018	\$52.73	5.0%	
	\$161.44	\$242.16	\$322.88	1/1/2019	12/31/2019	\$55.37	5.0%	

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Cost Proposal

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 1 OF 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

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 Consultant or Subconsultant Holdrege & Kull Contract No. _____ Date 3/8/2017

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BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
ACI Concrete Tester * 2nd SHIFT	\$155.76	\$233.64	\$311.52	1/1/2017	12/31/2017	\$53.42	5.0%	Not Applicable
	\$163.55	\$245.32	\$327.10	1/1/2018	12/31/2018	\$56.09	5.0%	
	\$171.73	\$257.59	\$343.45	1/1/2019	12/31/2019	\$58.90	5.0%	
ICC Fireproofing * 1st SHIFT	\$141.74	\$212.60	\$283.47	1/1/2017	12/31/2017	\$48.61	5.0%	Not Applicable
	\$148.82	\$223.23	\$297.64	1/1/2018	12/31/2018	\$51.04	5.0%	
	\$156.26	\$234.40	\$312.53	1/1/2019	12/31/2019	\$53.59	5.0%	
ICC Fireproofing * 2nd SHIFT	\$151.97	\$227.95	\$303.94	1/1/2017	12/31/2017	\$52.12	5.0%	Not Applicable
	\$159.57	\$239.35	\$319.14	1/1/2018	12/31/2018	\$54.73	5.0%	
	\$167.55	\$251.32	\$335.09	1/1/2019	12/31/2019	\$57.46	5.0%	
Proofload/Torque Testing * 1st SHIFT	\$146.43	\$219.64	\$292.86	1/1/2017	12/31/2017	\$50.22	5.0%	Not Applicable
	\$153.75	\$230.63	\$307.50	1/1/2018	12/31/2018	\$52.73	5.0%	
	\$161.44	\$242.16	\$322.88	1/1/2019	12/31/2019	\$55.37	5.0%	
Proofload/Torque Testing * 2nd SHIFT	\$155.76	\$233.64	\$311.52	1/1/2017	12/31/2017	\$53.42	5.0%	Not Applicable
	\$163.55	\$245.32	\$327.10	1/1/2018	12/31/2018	\$56.09	5.0%	
	\$171.73	\$257.59	\$343.45	1/1/2019	12/31/2019	\$58.90	5.0%	

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 Client
 Initial
 1

Cost Proposal

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 1 OF 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant

Holdrege & Kull

Contract No. _____

Date 3/8/2017

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BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
AWS/CWI Certified Welding * Inspector - 1st SHIFT	\$175.24	\$262.86	\$350.48	1/1/2017	12/31/2017	\$60.10	5.0%	Not Applicable
	\$184.00	\$276.00	\$368.00	1/1/2018	12/31/2018	\$63.11	5.0%	
	\$193.20	\$289.80	\$386.40	1/1/2019	12/31/2019	\$66.26	5.0%	
AWS/CWI Certified Welding * Inspector - 2nd SHIFT	\$189.61	\$284.42	\$379.23	1/1/2017	12/31/2017	\$65.03	5.0%	Not Applicable
	\$199.09	\$298.64	\$398.19	1/1/2018	12/31/2018	\$68.28	5.0%	
	\$209.05	\$313.57	\$418.10	1/1/2019	12/31/2019	\$71.70	5.0%	
ASNT Level II Non-Destructive * Testing (NDT) Technician 1st SHIFT	\$177.25	\$265.87	\$354.50	1/1/2017	12/31/2017	\$60.79	5.0%	Not Applicable
	\$186.11	\$279.17	\$372.22	1/1/2018	12/31/2018	\$63.83	5.0%	
	\$195.42	\$293.13	\$390.84	1/1/2019	12/31/2019	\$67.02	5.0%	
ASNT Level II Non-Destructive * Testing (NDT) Technician 2nd SHIFT	\$192.35	\$288.53	\$384.71	1/1/2017	12/31/2017	\$65.97	5.0%	Not Applicable
	\$201.97	\$302.96	\$403.94	1/1/2018	12/31/2018	\$69.27	5.0%	
	\$212.07	\$318.10	\$424.14	1/1/2019	12/31/2019	\$72.73	5.0%	

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EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 2 OF 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant

Contract No. _____ Date _____

SCHEDULE OF OTHER DIRECT COST ITEMS											
PRIME CONSULTANT				SUBCONSULTANT #1				SUBCONSULTANT #2			
DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL
Special Tooling				Special Tooling				Special Tooling			
A.				A.				A.			
B.				B.				B.			
C.				C.				C.			
Travel				Travel				Travel			
A.				A.				A.			
B.				B.				B.			
C.				C.				C.			
PRIME TOTAL ODCs =			\$0	SUBCONSULTANT #1 ODCs =			\$0	SUBCONSULTANT #2 ODCs =			\$0

IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles purpose. that could be used for the same purpose.

SHW Consulting Engineers & Geologists, Inc.

812 W. Wabash Ave., Eureka, CA • 707-441-8855 • FAX: 707-441-8877

COMPACTION TESTING

62	Nuclear Density Testing	\$25/hour*
88	Compaction Curve	\$200/test
92	Compaction Curve Check Point	\$75/test

AGGREGATE TESTING

71	Coarse Sieve Analysis	\$50/test
73	Fine Sieve Analysis	\$60/test
72	Specific Gravity Coarse Aggregate	\$45/test
65	Specific Gravity Fine Aggregate	\$45/test
90	Cleanliness Value	\$75/test
91	Durability, Coarse	\$75/test
93	Durability, Fine	\$75/test
96	Sand Equivalent	\$50/test
98	% Crushed Particles	\$125/test
179	Unit Weight of Aggregate	\$50/test
159	LA Rattler (Abrasion Resistance)	\$200/test
84	Sulfate Soundness	\$80/cycle
64	Friable Particles	\$80/test
104	Unconfined Compression of Rock Cores	\$50/test
245	Fine Aggregate Angularity	\$50/test
248	Sand Cone Density Test	\$75/test
331	Flat and Elongated Particles	\$125/test

CONCRETE MATERIALS TESTING

132	Concrete Compressive Strength*ASTM C-39	\$25/unit**
148	Concrete % Entrained Air	\$10/test*
182	Concrete Linear Shrinkage (3 bars)	\$200/test
103	Compression of Drilled Cores	\$25/test
107	Sample Prep for Sawing Rocks/Concrete Cores	\$30/unit
223	Unit Weight of Lightweight Concrete	\$50/unit*
167	Concrete Floor Moisture Emission	\$25/location*
219	Concrete Strength Rebound Hammer	\$25/day
220	Disposable Concrete Molds	\$2/each
227	Dry Density of Hardened Concrete	\$255/test

ASPHALT TESTING

229	HMA Job Mix Formula, Hveem Method	Upon request
163	Rice Specific Gravity	\$75/test
70	Bulk Specific Gravity of Compacted Mix	\$30/test
97	Asphalt Content by Nuclear Methods	\$75/test
95	Calibration of Asphalt Content Gauge	\$200/each
243	Laboratory Mixing of HMA Samples	\$75/each
85	Laboratory Compacting of HMA Samples	\$50/each
230	Stabilometer of Premixed AC	\$75/each
231	Swell Test	\$100/test
246	Ignition Oven Calibration	\$350/each
247	Asphalt Content by Ignition Oven	\$125/each
252	Ignition Oven Cal Factor for Grading	\$200/each

SOILS TESTING

67	Leachfield Textural Suitability (USDA)	\$60/test
70	Bulk Density	\$30/test
69	Particle Size Analysis	\$115/test
74	Moisture - Density	\$30/test
79	Moisture Content	\$20/test
75	Sieve Analysis (passing 200)	\$45/test
86	Consolidation	\$300/test
77	Percent Organics	\$50/test
76	Liquid Limit	\$100/test

2017 LABORATORY BILLING SCHEDULE

SOILS TESTING (Continued)

78	Plastic Limit	\$50/test
80	Plastic Index	\$150/test
82	Unconfined Compressive Strength	\$65/test
183	Swell Test	\$55/point
176	Expansion Index	\$175/test
166	R-Value	\$300/test

DIRECT SHEAR

156	Consolidated Drained (CD)	\$145/point
157	Unconsolidated Undrained (UU)	\$115/point
158	Consolidated Undrained (CU)	\$130/point
162	Additional Cycles	\$65/each

TRIAxIAL COMPRESSION

321	TXUU (Unconsolidated Undrained)	\$115/point
322	TXCU (Consolidated Undrained)	\$385/point
323	TXCD (Consolidated Drained)	\$500/point
325	TXCU -3 stage	\$810/point
326	TXCD-3 stage	\$860/point

MASONRY TESTING

150	Masonry Block Compressive Strength	\$65/unit
151	Masonry Block Absorption & Moisture	\$50/unit
152	Masonry Block Linear Shrinkage	\$85/unit
153	Masonry Block Prism Compressive Strength	\$125/unit
181	Masonry Block Freeze-Thaw	\$250/test
221	Masonry Core Shear Testing	\$50/unit
226	Grout Compressive Strength	\$40/each

STRUCTURAL STEEL/WELDING SERVICES

174	Torque Wrench for Bolts (0-250 ft-lbs)	\$25/day*
174A	Torque Wrench for Bolts (250-1,000 ft-lbs)	\$50/day
175	Skidmore-Wilhelm Bolt Tension Calibrator	\$50/day
44	Ultrasonic Weld Flaw Detection	\$20/hour
210	Magnetic Particle Testing	\$15/hour*
211	Ultrasonic Thickness Testing of Materials	\$100/day*


OTHER SERVICES

133	Fireproofing Density	\$50/test
142	Tension Testing (load cell/hydraulic ram)	\$80/day*
172	Core Drilling Machine	\$75/day*
173	Diamond Bit Core Barrel	\$3/inch
109	Rebar Locating Device	\$40/day*

NOTES

1. Soils described by Unified Soil Classification System (USCS; ASTM D-2487) unless otherwise noted.
 2. Not all tests listed.
- * Plus certified field technician (\$75-\$100/hr) and \$0.80/mile door to door.
- ** If concrete or core is sampled and delivered to lab by an outside contractor add \$5/unit for specimen processing and curing per ASTM C-31.

**ATTACHMENT C – CONSULTANT PROPOSAL DBE COMMITMENT
(EXHIBIT 10-I, 10-O1, & 10-O2)**

Initial 

Client GAI

NOTICE TO PROPOSERS DBE INFORMATION

The Agency has established a DBE goal for this Contract of 11 %

OR

The Agency has not established a goal for this Contract. However, proposers are encouraged to obtain DBE participation for this contract.

1. TERMS AS USED IN THIS DOCUMENT

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term "Agreement" also means "Contract."
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
 - 1. Click on the link titled *Disadvantaged Business Enterprise*;
 - 2. Click on Search for a DBE Firm link;
 - 3. Click on *Access to the DBE Query Form* located on the first line in the center of the page.

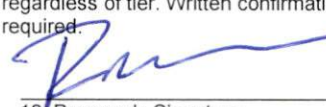
Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: County of Humboldt, Depart. of Public Works 2. Contract DBE Goal: 11%
 3. Project Description: Red Cap Road Bridge Replacement Over Big Rock Gulch, Project No. 594021
 4. Project Location: P.M. 0.30 on Red Cap Road Near Orleans in Humboldt County
 5. Consultant's Name: Ghirardelli Associates, Inc. 6. Prime Certified DBE: ☒

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Construction Management and Inspection	#12487	Ghirardelli Associates, Inc. 2055 Gateway Place, Suite 410 San Jose, CA 95110 (408) 435-5503	81%
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	81 %
17. Local Agency Contract Number: _____			
18. Federal-Aid Project Number: _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  12. Preparer's Signature Randal Bruner, P.E. 14. Preparer's Name President 16. Preparer's Title	4/26/2017 13. Date (408) 435-5503 15. Phone
19. Proposed Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		12. Preparer's Signature Randal Bruner, P.E. 14. Preparer's Name President 16. Preparer's Title	13. Date (408) 435-5503 15. Phone
20. Local Agency Representative's Signature _____	21. Date _____		
22. Local Agency Representative's Name _____	23. Phone _____		
24. Local Agency Representative's Title _____			

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.

Initial
 Client GAI
 Page 1 of 2
 July 23, 2016
 Initial
 Client GAI

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


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

LOCAL AGENCY SECTION

- 17. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 18. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 19. Proposed Contract Execution Date** - Enter the proposed contract execution date.
- 20. 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.
- 21. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 23. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 24. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: County of Humboldt, Depart. of Public Works 2. Contract DBE Goal: 11%
 3. Project Description: Red Cap Road Bridge Replacement Over Big Rock Gulch, Project No. 594021
 4. Project Location: P.M. 0.30 on Red Cap Road Near Orleans in Humboldt County
 5. Consultant's Name: Ghirardelli Associates, Inc. 6. Prime Certified DBE: ☒ 7. Total Contract Award Amount: \$229,801.84
 8. Total Dollar Amount for ALL Subconsultants: \$44,255.84 9. Total Number of ALL Subconsultants: 2

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount	
Construction Management and Inspection	#12487	Ghirardelli Associates, Inc. 2055 Gateway Place, Suite 410	\$185,546.00	
		San Jose, CA 95110 (408) 435-5503		
Local Agency to Complete this Section				
20. Local Agency Contract Number: _____		14. TOTAL CLAIMED DBE PARTICIPATION	\$ 185,546.00	
21. Federal-Aid Project Number: _____			81 %	
22. Contract Execution Date: _____		<p>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.</p> <p> 4/26/2017</p> <p>15. Preparer's Signature 16. Date</p> <p>Randal Bruner, P.E. (408) 435-5503</p> <p>17. Preparer's Name 18. Phone</p> <p>President</p> <p>19. Preparer's Title</p>		
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.				
23. Local Agency Representative's Signature	24. Date			
25. Local Agency Representative's Name	26. Phone			
27. Local Agency Representative's Title				

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

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


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 D – CONSULTANT CERTIFICATION OF CONTRACT COSTS AND
FINANCIAL MANAGEMENT SYSTEM (EXHIBIT 10-K FOR PRIME AND
SUBCONSULTANTS)**

Initial 

Client GAI

EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)

Certification of Final Indirect Costs:

Consultant Firm Name: Ghirardelli Associates, Inc.

Indirect Cost Rate: 130.36% * for fiscal period 2016-2017

*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: Humboldt County Depart. of Public Works

Contract Number: _____ Project Number: 594021

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E Contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ 30,000,000.00 and the number of states in which the firm does business is 1.

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 reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

Consultant Certification of Contract Costs and Financial Management System

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Subconsultants (if applicable)

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ 44,255.84

Prime Consultants (if applicable)

Proposed **Total** Contract Amount (or amount not to exceed if on-call contract): \$ 185,546.00

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

SHN Consulting Engineers & Geologists	\$ <u>27,470.00</u>
Holdrege & Kull Consulting Engrs. & Geologists	\$ <u>16,785.84</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____

Consultant Certifying (Print Name and Title):

Name: Randal Bruner, P.E.

Title: President

Consultant Certification Signature **: 

Date of Certification (mm/dd/yyyy): 04/26/2017

Consultant Contact Information:

Email: rbruner@ghirardelliassoc.com

Phone number: (408) 435-5503

******An individual executive or financial officer of the consultant's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

Distribution: 1) Original to Caltrans Audits and Investigations
2) Retained in Local Agency Project Files



GHIRASS-01

DAFKHAM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 Concord, CA - HUB International Insurance Services Inc. 2300 Clayton Rd. Concord, CA 94520		CONTACT NAME: PHONE (A/C, No, Ext): (925) 609-6500 FAX (A/C, No): (925) 609-6550 E-MAIL ADDRESS:		
INSURED Ghirardelli Associates, Inc. 2055 Gateway Place, # 410 San Jose, CA 95110		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Citizens Insurance Company of America		31534
		INSURER B: Allmerica Financial Benefit Insurance Company		41840
		INSURER C: Navigators Specialty Insurance Company		36056
		INSURER D: Travelers Property Casualty Company of America		25674
		INSURER E: Continental Casualty Company		20443
INSURER F:				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Ded: 0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	ZBF892721006	11/15/2016	11/15/2017	EACH OCCURRENCE	\$ 2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 2,000,000
						GENERAL AGGREGATE	\$ 4,000,000
						PRODUCTS - COM/OP AGG	\$ 4,000,000
							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Ded: 0 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	AWF976337505	11/15/2016	11/15/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		LA16EXC717561IC	11/15/2016	11/15/2017	EACH OCCURRENCE	\$ 10,000,000
						AGGREGATE	\$ 10,000,000
							\$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A	<input checked="" type="checkbox"/> <input type="checkbox"/>	PJUB-109D441-0-16	06/01/2016	06/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
						E.I. EACH ACCIDENT	\$ 1,000,000
						E.I. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.I. DISEASE - POLICY LIMIT	\$ 1,000,000
E	<input checked="" type="checkbox"/> PROFESSIONAL LIAB		AEH288376164	06/01/2016	06/01/2017	Per Claim	\$ 5,000,000
E			AEH288376164	06/01/2016	06/01/2017	Aggregate	\$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)


Re: County Project #594021, Red Cap Road Bridge Replacement, Construction Management Services (GAI Project #17011.001).

County of Humboldt, and its affiliates, directors, officers, partners, representatives, employees, consultants, subconsultants, agents and landlord as Additional Insured as respects General Liability and Auto Liability, and coverage applies on a Primary & Non-Contributory basis, per attached forms MAN-0426 0715, MAN-0427 0715, 421-0452 1214, CA2048 0299 and 461-0479 1212. General Liability, Auto Liability, and Workers Compensation Waivers of Subrogation apply per CG2404 0509, 461-0155 9-97, and WC990376. A \$25,000 deductible applies as respects Professional Liability. As required by written contract.

cc: Humboldt County Department of Public Works, Attn: Contract Administrator, 1106 Second Street, Eureka, CA 95501

CERTIFICATE HOLDER

CANCELLATION

County of Humboldt Attn: Risk Management 825 Fifth Street, Room 131 Eureka, CA 95501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

MAN-0426 07/15

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

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

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

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

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

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

POLICY NUMBER: ZBF892721006

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

MAN-0427 07/15

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Additional Insured – Primary and Non-Contributory

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

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

(1) Primary Insurance

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

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

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

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

(2) Excess Insurance

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

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

- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.
- (b) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (c) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (i) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (ii) The total of all deductible and self insured amounts under all that other insurance.

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

(3) Method Of Sharing

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

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:
BLANKET
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):
ANY PERSON OR ORGANIZATION
WITH WHOM YOU HAVE A WRITTEN
CONTRACT, WRITTEN AGREEMENT OR
PERMIT, TO PROVIDE INSURANCE

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):
SUCH AS IS AFFORDED UNDER THIS
POLICY.

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

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

Primary and Non-Contributory

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

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

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

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

- (3) When the additional "insured" is also an additional "insured" under another liability policy.

- B. This endorsement will apply only if the "accident" occurs:**

1. During the policy period;
2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and
3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional "insured".

- C. Coverage provided to an additional "insured" will not be broader than coverage provided to any other "insured" under this Coverage Part.**

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

**14. AUTO LOAN PHYSICAL DAMAGE
EXTENSION**

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

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

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

**15. AUTO LEASE PHYSICAL DAMAGE
EXTENSION**

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

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

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

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

SECTION IV - CONDITIONS

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

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

- d. Knowledge of any "accident", claim, "suit" or "loss" will be deemed knowledge by you when notice of such "accident", claim, "suit" or "loss" has been received by:

- (1) You, if you are an individual;
- (2) Any partner or insurance manager if you are a partnership; or
- (3) An executive officer or insurance manager if you are a corporation.

**17. BLANKET WAIVER OF
SUBROGATION**

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

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

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

**18. UNINTENTIONAL FAILURE TO
DISCLOSE INFORMATION**

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

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

**19. HIRED AUTO - WORLDWIDE
COVERAGE**

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

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

SECTION V - DEFINITIONS

20. MENTAL ANGUISH

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

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



ONE TOWER SQUARE
HARTFORD, CT 06183

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: (PJUB-109D441-0-16)

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

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

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

Schedule

Person or Organization

Job Description

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

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

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

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____