

**CONSULTANT SERVICES AGREEMENT
AGREEMENT FOR CONSULTANT SERVICES
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
GHIRARDELLI ASSOCIATES, INC.
FOR**

ON-CALL PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES

This Agreement for Consultant Services (“Agreement”) entered into this ____ day of _____, 2021, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Ghirardelli Associates, a California corporation, hereinafter referred to as “CONSULTANT,” is made upon the following considerations:

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

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

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for this temporary period; and

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

WHEREAS, CONSULTANT represents that it is adequately trained, skilled, experienced and qualified to perform the duties and services set forth in this Agreement; and

NOW THEREFORE, the parties hereto mutually agree as follows:

ARTICLE I – INTRODUCTION

- A. CONSULTANT’s Project Manager will be Charles Dory, Civil Engineer. COUNTY’s Contract Administrator will be Tony Seghetti, Deputy Director of Public Works, or a designee thereof.
- B. The work to be performed under this Agreement is described in Article II – Statement of Work and the approved Cost Proposal dated January 13, 2021, which is attached hereto as Attachment B – Cost Proposal & Schedule of Work and incorporated herein by reference as if set forth in full. If there is any conflict between the approved Cost Proposal and the terms and conditions of this Agreement, this Agreement shall take precedence.
- C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend and hold harmless COUNTY, and its agents, officers, officials, employees and volunteers, from and against any and all claims, demands, damages, losses, liabilities and costs and expenses, including, without limitation, court costs and reasonable attorneys’ and expert witness fees, arising out of any failure to comply with applicable law, injury to, or death of, any person, damage to, or loss of, property or economic loss arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to

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

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

ARTICLE II – STATEMENT OF WORK

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

ARTICLE III – CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for COUNTY's Contract Administrator or Project Coordinator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

- B. CONSULTANT's Project Manager shall meet with COUNTY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the projects.

ARTICLE IV – PERFORMANCE PERIOD

- A. This Agreement shall go into effect on March 23, 2021, contingent upon approval by COUNTY, and CONSULTANT shall commence work after receiving notification to proceed from COUNTY's Contract Administrator. This Agreement shall end on March 23, 2026, unless extended by written amendment.
- B. CONSULTANT is advised that any recommendation for award of this Agreement is not binding on COUNTY until this Agreement is fully executed and approved by COUNTY.
- 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 Agreement, the terms and conditions of this Agreement shall be extended by amendment prior to the expiration of this Agreement to cover the time needed to complete the Task Order in progress only. The maximum term of this Agreement shall not exceed five (5) years.

ARTICLE V – ALLOWABLE COSTS AND PAYMENTS

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANT's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead expenses and fees. These rates are not adjustable for the performance period set forth in this Agreement. CONSULTANT will be reimbursed within thirty (30) calendar days after COUNTY's receipt of itemized invoices in duplicate.
- B. In addition, CONSULTANT will be reimbursed for actual incurred direct costs, other than salary costs, that are identified in the approved Cost Proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through the issuance of Task Orders that have been approved by COUNTY's Contract Administrator.
- D. After a project to be performed under this Agreement is identified by COUNTY, COUNTY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a COUNTY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead costs and fees, if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both COUNTY and CONSULTANT.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's Cost Proposal. CONSULTANT shall be responsible for any future adjustments to prevailing wage rates, including, without limitation, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT will also be responsible for paying the appropriate rate, including, without limitation, escalations that take place during the terms of the Agreement.

- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal. CONSULTANT shall be responsible for transportation and subsistence costs in excess of applicable state rates.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an amendment to this Agreement for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not perform any work or services until this Agreement has been approved by COUNTY, and notification to proceed has been issued by COUNTY's Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this Agreement.
- J. A Task Order is of no force or effect until returned to COUNTY and signed by an authorized representative of COUNTY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by COUNTY.
- K. CONSULTANT will be reimbursed within thirty (30) calendar days after COUNTY's receipt of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number, project title and Task Order number. Credits due COUNTY that include any equipment purchased under the provisions of Article XI – Equipment Purchase of this Agreement, must be reimbursed by CONSULTANT prior to the expiration or termination of this Agreement. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

COUNTY: Humboldt County Department of Public Works – Engineering Division
Attention: Tony Seghetti, Contract Administrator
1106 Second Street
Eureka, California 95501
- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement.
- M. The total amount payable by COUNTY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by an amendment thereto.
- N. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
- P. The total amount payable by COUNTY for all Task Orders resulting from this Agreement shall not exceed Five Million Dollars (\$5,000,000.00). It is understood and agreed that there is no guarantee, either expressed or implied, that this dollar amount will be authorized under this Agreement.

ARTICLE VI – TERMINATION

- A. This Agreement may be terminated by COUNTY, provided that COUNTY gives not less than thirty (30) calendar days' written notice of its intent to terminate in accordance with the noticing requirements set forth in Article XXXII – Notification of this Agreement. Upon termination, COUNTY shall be entitled to all work, including, without limitation, any and all reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- B. COUNTY may temporarily suspend this Agreement, at no additional cost to COUNTY, provided that CONSULTANT is given written notice of the temporary suspension in accordance with the noticing requirements set forth in Article XXXII – Notification of this Agreement. If COUNTY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this Agreement. A temporary suspension may be issued concurrent with the notice of termination.
- C. Notwithstanding anything to the contrary, CONSULTANT shall not be relieved of liability for damages sustained by COUNTY by virtue of any breach of this Agreement by CONSULTANT, and COUNTY may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due COUNTY from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this Agreement. Upon termination, COUNTY shall be entitled to all work, including, without limitation, any and all reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII – COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

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

ARTICLE VIII – RETENTION OF RECORDS/AUDIT

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

ARTICLE IX – AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by the Humboldt County Auditor-Controller.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may submit a written request for review of unresolved issues to the Humboldt County Auditor-Controller.
- C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONSULTANT from full and timely performance, in accordance with the terms and conditions of this Agreement.
- D. This Agreement, and any subcontracts related hereto, including, without limitation, cost proposals and ICR, may be subject to audits or reviews such as, but not limited to, an agreement audit, an incurred cost audit, an ICR audit or a CPA ICR audit work paper review. If selected for audit or review, the agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review, CONSULTANT shall be responsible for ensuring that any and all duly authorized local, state and federal government officials are allowed full access to the CPA's work papers including making copies as necessary. The agreement, cost proposal and ICR shall be adjusted by CONSULTANT and approved by COUNTY's Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the agreement by this reference if directed by COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, COUNTY or local governments have access to CPA work papers, will be considered a breach of the terms and conditions of this Agreement, and will be cause for termination of this Agreement and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigation ("IOAI"). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by CONSULTANT and approved by COUNTY's Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the terms and conditions of this Agreement, and will be cause for termination of this Agreement and disallowance of prior reimbursed costs.
 - 1. During IOAI's review of the ICR audit work papers created by CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY will reimburse CONSULTANT at an accepted ICR until a Federal Acquisition Regulation compliant ICR [e.g. 48 CFR Part 31; Generally Accepted Auditing Standards; Cost Accounting Standards, if applicable; in accordance with the procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines] is received and approved by IOAI. Accepted rates will be as follows:
 - a. If the proposed rate is less than one hundred fifty percent (150%) – the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

- b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) – the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) – the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per subsection E(1) of this article, IOAI may require CONSULTANT to submit a revised independent CPA audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review CONSULTANT's and/or the independent CPA's revisions.
3. If CONSULTANT fails to comply with the requirements set forth herein, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR as set forth in subsection E(1) of this article for all rendered services. In this event, the accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.
4. CONSULTANT may submit a final invoice to COUNTY only when all of the following items have occurred: IOAI accepts or adjusts the original or revised independent CPA audited ICR; all work under this Agreement has been completed to the satisfaction of COUNTY; and IOAI has issued its final ICR review letter. CONSULTANT must submit its final invoice to COUNTY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all other agreements executed between COUNTY and CONSULTANT, either as a prime or subcontractor, with the same fiscal period ICR.

ARTICLE X – SUBCONTRACTING

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relationship between COUNTY and any of CONSULTANT's subconsultants hereunder, and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultants is an independent obligation from COUNTY's obligation to make payments to CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by COUNTY's Contract Administrator, except that which is expressly identified in CONSULTANT's approved Cost Proposal.
- C. Any subcontract entered into as a result of this Agreement, shall contain all of the applicable provisions set forth in this Agreement.
- D. CONSULTANT shall pay its subconsultants within Fifteen (15) calendar days from receipt of each payment made to CONSULTANT by COUNTY.
- E. Any substitution of subconsultants must be approved in writing by COUNTY's Contract Administrator in advance of assigning work to a substitute subcontractor.

- F. CONSULTANT shall pay to any subconsultant hereunder, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT to a subconsultant, CONSULTANT may withhold no more than one hundred fifty percent (150%) of the disputed amount. Any violation of this provision shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of two percent (2%) of the amount due per month for every month that payment is not made. In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this provision shall be separate from, and in addition to, all other remedies, either civil, administrative or criminal. This provision applies to both DBE and non-DBE subconsultants.
- G. No retainage will be held by COUNTY from progress payments due to CONSULTANT. Retainage by CONSULTANT, or any subconsultants hereunder, is prohibited and no retainage will be held by CONSULTANT, or any subconsultant hereunder, from progress due to its subconsultants. Any delay or postponement of payment may take place only for good cause and with COUNTY's prior written approval. Any violation of this provision shall subject CONSULTANT, or any subconsultants hereunder, to the penalties, sanctions and other remedies specified in Section 3321 of the California Civil Code. This provision shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT, or any subconsultants hereunder, in the event of a dispute involving late payment or nonpayment by CONSULTANT and/or deficient subconsultant performance or noncompliance. This provision shall apply to both DBE and non-DBE subconsultants.

ARTICLE XI – EQUIPMENT PURCHASE

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

2. 2 CFR Part 200 requires a credit to federal funds when participating equipment with a fair market value greater than Five Thousand Dollars (\$5,000.00) is credited to the project.

ARTICLE XII – STATE PREVAILING WAGE RATES

- A. Neither CONSULTANT nor its subconsultants may be awarded an agreement containing public work elements unless registered with the California Department of Industrial Relations (“DIR”) pursuant to California Labor Code Section 1725.5. Registration with DIR must be maintained throughout the entire term of this Agreement, including any subsequent extensions thereof.
- B. CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work pursuant to the terms and conditions of this Agreement are on file with Caltrans’ District Labor Compliance Officer and available online at the following address: http://www.dot.ca.gov/hq/construc/LaborCompliance/documents/DistrictRegion_Map_Construction_7-8-15.pdf. These wage rates are hereby incorporated into this Agreement by reference as if set forth in full, pursuant to California Labor Code Section 1773.2, and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at COUNTY construction sites, at COUNTY facilities and at off-site locations that are set up by the construction contractor or one of its subconsultants solely and specifically to serve COUNTY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from DIR’s website at <http://www.dir.ca.gov>.
- D. By executing this Agreement, CONSULTANT, for itself, and its subconsultants, assignees and successors in interest, agrees to comply with the following requirements pertaining to preparation, retention, certification, reproduction and disclosure of payroll records:
 1. CONSULTANT and its subconsultants shall keep accurate certified payroll records and supporting documents, as mandated by California Labor Code Section 1776 and as defined in Section 16000 of Title 8 of the California Code of Regulations (“CCR”), showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by CONSULTANT or its subconsultants in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of California Labor Code Sections 1771, 1811 and 1815 for any work performed by its employees on the public works project.
 2. The payroll records enumerated under subsection D(1) of this article shall be certified as correct by CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by COUNTY representatives at all reasonable hours at the principal office of CONSULTANT. CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

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- a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative upon request.
 - b. A certified copy of all payroll records enumerated in subsection D(1) of this article shall be made available for inspection or furnished upon request to a representative of COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the DIR. Certified payrolls submitted to COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated.
 - c. CONSULTANT shall not give the public access to certified payroll records. CONSULTANT shall forward any requests for certified payrolls to COUNTY's Contract Administrator by both email and regular mail on the business day following receipt of the request.
3. CONSULTANT shall submit a certified copy of the records enumerated in subsection D(1) of this article to the requesting entity within ten (10) calendar days after receipt of a written request.
 4. Any records made available for inspection as copies and furnished upon request to the public or any public agency by COUNTY shall be redacted or obliterated in such a manner as to prevent disclosure of each individual's name, address and social security number. The name and address of CONSULTANT or its subconsultants performing the work shall not be redacted or obliterated.
 5. CONSULTANT shall inform COUNTY of the location of the records enumerated under subsection D(1) of this article, including, without limitation, the street address, city and county, and shall, within five (5) business days, provide a notice of a change of location and address.
 6. CONSULTANT and its subconsultants shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in subsection D(1) of this article. In the event of CONSULTANT's failure to comply within the ten (10) day period, CONSULTANT shall, as a penalty to COUNTY, forfeit One Hundred Dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by COUNTY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this subsection due to the failure of a subcontractor to comply with the requirements set forth herein.
- E. When prevailing wage rates apply, CONSULTANT shall be responsible for verifying compliance with certified payroll requirements. Payment will not be made until the invoice is approved by COUNTY.
- F. By executing this Agreement, CONSULTANT, for itself, and its subconsultants, assignees and successors in interest, agrees to comply with the following requirements pertaining to the imposition and payment of any and all penalties resulting from CONSULTANT's noncompliance with any applicable local, state and federal prevailing wage laws, regulations and standards:
1. CONSULTANT and its subconsultants shall comply with California Labor Code Sections 1774 and 1775. Pursuant to California Labor Code Section 1775, CONSULTANT and its subconsultants shall forfeit to COUNTY a penalty of not more than Two Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under this Agreement by CONSULTANT or by its subconsultants in violation of the requirements of any applicable local, state or federal laws, regulations or standards, including, without limitation, California Labor Code Sections 1770, *et seq.*

2. The amount of the forfeiture described in subsection F(1) of this article shall be determined by the California Labor Commissioner and shall be based on consideration of mistake, inadvertence or neglect of CONSULTANT or its subconsultants in failing to pay the correct rate of prevailing wages, or the previous record of CONSULTANT or its subconsultants in meeting their respective prevailing wage obligations, or the willful failure by CONSULTANT or its subconsultants to pay the correct rates of prevailing wages. A mistake, inadvertence or neglect in failing to pay the correct rates of prevailing wages is not excusable if CONSULTANT or its subconsultants had knowledge of the obligations under the California Labor Code. CONSULTANT shall be responsible for paying the appropriate rate, including, without limitation, any escalations that take place during the term of this Agreement and any extensions thereof.
3. In addition to the penalty described in subsection F(1) of this article, and pursuant to California Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by CONSULTANT or its subconsultants.
4. If workers employed by CONSULTANT's subconsultants on a public works project are not paid the general prevailing per diem wages by the subconsultants, CONSULTANT shall not be liable for the penalties described in subsections F(1) and F(3) of this article, unless CONSULTANT had knowledge of the subconsultants' failure to pay the specified prevailing rate of wages to those workers or CONSULTANT fails to comply with all of the following requirements:
 - a. The subcontracts executed between CONSULTANT and the subconsultants for the performance of work on public works projects shall include a copy of the requirements in California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813 and 1815.
 - b. CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the subconsultants to their employees by periodic review of the subconsultants' certified payroll records.
 - c. Upon becoming aware of the subconsultants' failure to pay the specified prevailing rate of wages to the subconsultants' employees, CONSULTANT shall diligently take corrective action to halt or rectify the failure, including, without limitation, retaining sufficient funds due the subconsultants for work performed on the public works project.
 - d. Prior to making final payment to the subconsultants for work performed on the public works project, CONSULTANT shall obtain an affidavit signed under penalty of perjury from the subconsultants that they have paid the specified general prevailing rate of per diem wages to their employees on the public works project and any amounts due pursuant to California Labor Code Section 1813.
5. Pursuant to California Labor Code Section 1775, COUNTY shall notify CONSULTANT within fifteen (15) calendar days after the receipt of a complaint that any of its subconsultants have failed to pay their employees the general prevailing rate of per diem wages.
6. If COUNTY determines that any of CONSULTANT's subconsultants have not paid their employees the general prevailing rate of per diem wages, and if COUNTY did not retain sufficient money to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, CONSULTANT shall withhold an amount of money due the subconsultants sufficient to pay those employees the general prevailing rate of per diem wages, if requested by COUNTY.

- G. CONSULTANT shall forfeit, as a penalty to COUNTY, Twenty-Five Dollars (\$25.00) for each worker employed in the execution of this Agreement by CONSULTANT or any of its subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of the California Labor Code, including, without limitation, Sections 1810 to 1815 thereof, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one (1) week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in California Labor Code Section 1815.
- H. By executing this Agreement, CONSULTANT, for itself, and its subconsultants, assignees and successors in interest, agrees to comply with the following requirements pertaining to the employment of apprentices:
1. CONSULTANT, and any of its subconsultants working under a subcontract exceeding Thirty Thousand Dollars (\$30,000.00), shall comply with all applicable requirements regarding the employment of apprentices set forth in California Labor Code Sections 1777.5, 1777.6 and 1777.7.
 2. CONSULTANT and its subconsultants shall comply with any and all California Labor Code requirements regarding the employment of apprentices, including, without limitation, mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and its subconsultants are advised to review the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios. CONSULTANT shall be responsible for its subconsultants' compliance with these requirements. Penalties are specified in California Labor Code Section 1777.7.

ARTICLE XIII – CONFLICT OF INTEREST

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

ARTICLE XIV – REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

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

A. CONSULTANT certifies, to the best of its knowledge and belief, that:

1. No local, state or federal appropriated funds have been paid or will be paid, by or on behalf of CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, state or federal agency, a member of the California State Legislature or United States Congress, an officer or employee of the California State Legislature or Congress or any employee of a member of the California State Legislature or Congress in connection with the awarding or making of this Agreement, or with the extension, continuation, renewal, amendment or modification of this Agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Agreement, CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this Agreement was made and entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352 of Title 31 of the United States Code ("USC"). Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000.00) and not more than One Hundred Thousand Dollars (\$100,000.00) for each such failure.

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

ARTICLE XVI – NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein shall constitute a certification, under penalty of perjury under the laws of the State of California, that CONSULTANT has, unless exempt, complied with any and applicable nondiscrimination requirements set forth in California Government Code Section 12990 and 2 CCR Section 8103.
- B. During the performance of this Agreement, CONSULTANT and its subconsultants shall not deny any benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or military and veteran status, nor shall they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability,

medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or military and veteran status. CONSULTANT and its subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

- C. CONSULTANT and its subconsultants shall comply with the provisions of the Fair Employment and Housing Act (California Government Code Sections 12990, *et seq.*) and the applicable regulations promulgated thereunder (2 CCR Sections 11000, *et seq.*), the provisions of California Government Code Sections 11135 through 11139.5 and the regulations or standards adopted by COUNTY to implement this article. The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in 2 CCR Sections 8100 through 8504, are hereby incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of COUNTY and any other duly authorized local, state and federal agencies, including, without limitation, the California Department of Fair Employment and Housing, upon reasonable notice at any time during normal business hours, but in no case less than twenty-four (24) hours' notice, to its facilities, books, records, accounts and all other sources of information as COUNTY or any other duly authorized local, state or federal agency shall require to ascertain compliance with this article.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this article to any and all labor organizations with which they have a collective bargaining or other agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this article in all subcontracts to perform work under this Agreement.
- G. CONSULTANT, with regard to the work performed pursuant to the terms and conditions of this Agreement, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 USC Sections 2000d, *et seq.*) which provides that recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age or disability, be excluded from participation in, denied the benefits of or be subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. CONSULTANT shall comply with any and all applicable local, state and federal laws, regulations and standards pertaining to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 CFR Part 21 – Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Section 21.5, including, without limitation, employment practices and the selection and retention of subconsultants.
- I. Neither party hereto, nor any subconsultants hereunder, shall exclude any person from participation in, deny any person the benefits of or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex or national origin. In administering COUNTY components of the DBE Program Plan, neither party hereto, nor any subconsultants hereunder, shall, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex or national origin.

ARTICLE XVII – DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT’s signature affixed herein shall constitute a certification, under penalty of perjury under the laws of the State of California, that CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
1. Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency;
 2. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
 3. Does not have a proposed debarment pending; and
 4. Has not been indicted, convicted or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to COUNTY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency and the dates of agency action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the United States General Services Administration are to be determined by FHWA.

ARTICLE XVIII – DISADVANTAGED BUSINESS ENTERPRISES PARTICIPATION

- A. This Agreement is subject to the requirements of 49 CFR Part 26 entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.” CONSULTANT shall assist COUNTY in a good faith effort to achieve California’s statewide overall Disadvantaged Business Enterprises (“DBE”) participation goal.
1. Each party hereto, and any subconsultants hereunder, shall take any necessary and reasonable steps to ensure that DBEs have opportunities to participate in this Agreement, as required by 49 CFR Part 26. To ensure equal participation of DBEs, as provided in 49 CFR Section 26.5, COUNTY shall set a goal for DBE participation for this Agreement. CONSULTANT shall make work available to DBEs and select work consistent with available DBE subconsultants and suppliers.
 2. CONSULTANT shall meet the goal for DBE participation for this Agreement or demonstrate that adequate good faith efforts to meet this goal were made. It is CONSULTANT’s responsibility to verify that the DBE firm is certified as a DBE at date of proposal opening, and document the record by printing out the California Unified Certification Program (“CUCP”) data for each DBE firm. A list of DBEs certified is available online at the following address: <https://dot.ca.gov/programs/civil-rights/dbe-search>.
 3. All DBE participation will count toward Caltrans’ federally mandated statewide overall DBE goal. Credit for materials or supplies which CONSULTANT purchases from DBEs counts towards the goal in the following manner:
 - a. One hundred percent (100%) counts if the materials or supplies are obtained from a DBE manufacturer.

- b. Sixty percent (60%) counts if the materials or supplies are purchased from a DBE regular dealer.
 - c. Only fees, commissions and charges for assistance in the procurement and delivery of materials or supplies count, if such materials or supplies are obtained from a DBE that is neither a manufacturer nor regular dealer. For purposes of this Agreement shall have the same meaning as set forth in 49 CFR Section 26.55.
- B. The goal for DBE participation for this Agreement is Ten percent (10%). Participation by DBE consultants or subconsultants shall be in accordance with Attachment C – Consultant Proposal DBE Commitment (Exhibit 10-O1), or Attachment D – Consultant Contract DBE Commitment (Exhibit 10-O2), which are attached hereto and incorporated herein by reference as if set forth in full. If a DBE subcontractor is unable to perform, CONSULTANT must make a good faith effort to replace such subcontractor with another DBE subcontractor, if the DBE participation goal set forth herein is not otherwise met.
- C. CONSULTANT can meet the DBE participation goal set forth herein by documenting commitments to DBEs to meet the DBE participation goal set forth herein, or by documenting adequate good faith efforts to meet the DBE participation goal set forth herein. An adequate good faith effort means that CONSULTANT must show that it has taken any and all necessary and reasonable steps to achieve a DBE participation goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE participation goal. If CONSULTANT has not met the DBE participation goal set forth herein, CONSULTANT must complete and submit Attachment E – DBE Information, Good Faith Efforts (Exhibit 15-H), which is attached hereto and incorporated herein by reference as if set forth in full, to document the efforts made to meet the DBE participation goal set forth herein. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.
- D. Pursuant to 49 CFR Section 26.13(b) neither party hereto, nor any subconsultants hereunder, shall discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. CONSULTANT shall carry out the applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by CONSULTANT to carry out these requirements shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as COUNTY deems appropriate, including, without limitation: withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying CONSULTANT from future proposing as non-responsible.
- E. A DBE firm may be terminated only with prior written approval from COUNTY for the reasons specified in 49 CFR Section 26.53(f). Prior to requesting COUNTY's consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR Section 26.53(f). If a DBE subcontractor is unable to perform, CONSULTANT must make a good faith effort to replace such subcontractor with another DBE subcontractor, if the DBE participation goal set forth herein is not otherwise met.
 - 1. CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains COUNTY's written consent. CONSULTANT shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without COUNTY's authorization. Unless COUNTY's consent is provided, CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on Attachment D – Consultant Contract DBE Commitment (Exhibit 10-02). A request to use other forces or sources of materials shall be authorized by COUNTY, if CONSULTANT shows any of the following justifications:

- a. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
 - b. COUNTY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet COUNTY's bond requirements.
 - c. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
 - d. Listed DBE fails or refuses to perform the work or furnish the listed materials, unless such failure or refusal to perform is a result of bad faith or discrimination.
 - e. Listed DBE's work is unsatisfactory and not in compliance with the contract.
 - f. Listed DBE is ineligible to work on the project because of suspension or debarment.
 - g. Listed DBE becomes bankrupt or insolvent.
 - h. Listed DBE voluntarily withdraws from the contract with written notice.
 - i. Listed DBE is ineligible to receive credit for the type of work required.
 - j. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the contract.
 - k. COUNTY determines that other documented good cause exists.
 2. CONSULTANT shall notify the original DBE of the intent to use other forces or material sources and provide the reasons in support thereof. The DBE shall be given five (5) days to respond to the notice and advise CONSULTANT and COUNTY of the reasons why the use of other forces or sources of materials should not occur. CONSULTANT's request to use other forces or material sources must include all of the following:
 - a. One (1) or more of the reasons set forth in subsection E(1) of this article.
 - b. Notices from CONSULTANT to the DBE regarding the request.
 - c. Notices from the DBEs to CONSULTANT regarding the request.
 3. If a listed DBE is terminated or substituted, CONSULTANT shall make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.
- F. COUNTY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization. COUNTY shall request that CONSULTANT notify COUNTY's contract administrator, or designated representative, of any changes to its anticipated DBE participation before starting the affected work and maintain appropriate records regarding DBE utilization, including, without limitation: the name and business address of each 1st-tier subconsultant; the name and business address of each DBE subconsultant, DBE vendor and DBE trucking company, regardless of tier; and the date of payment and total amount paid to each business as set forth in

Attachment F – DBE Running Tally of Payments (Exhibit 9-F), which is attached hereto and incorporated herein by reference as if set forth in full. If CONSULTANT is a DBE, CONSULTANT shall include the date of work performed by its own forces and the corresponding value of the work.

1. If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to COUNTY.
 2. Upon completion of the work, CONSULTANT shall complete Attachment G – DBE Certification Status Change (Exhibit 17-O), which is attached hereto and incorporated herein by reference as if set forth in full, and submit the completed form to COUNTY within thirty (30) days after contract acceptance.
 3. Upon completion of the work, CONSULTANT shall complete Attachment H – Final Report – Utilization of DBE First-Tier Subconsultants (Exhibit 17-F), which is attached hereto and incorporated herein by reference as if set forth in full, and submit the completed form to COUNTY within ninety (90) days after contract acceptance. COUNTY shall withhold Ten Thousand Dollars (\$10,000.00) until the completed form is submitted by CONSULTANT. COUNTY shall release the funds withheld to CONSULTANT upon submission of the completed form.
 4. COUNTY's DBE participation reports to Caltrans shall display any and all DBE participation commitments and attainments.
- G. A DBE is only eligible to be counted toward the DBE participation goal set forth herein if it performs a commercially useful function ("CUF"). CUF must be evaluated on an agreement by agreement basis. A DBE performs a CUF when it is responsible for execution of the work of the agreement and is carrying out its responsibilities by actually performing, managing and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the agreement, for negotiating price, determining quality and quantity and ordering, installing and paying for materials, if applicable. To determine whether a DBE is performing a CUF, the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the agreement is commensurate with the work it is actually performing and other relevant factors must be evaluated.
- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, agreement or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is an extra participant, similar transactions, particularly those in which DBEs do not participate, must be examined.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its agreement with its own work force, or the DBE subcontracts a greater portion of the work of the agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid to each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the dollar value of such work.

- K. If a DBE subcontractor is decertified during the life of this Agreement, the decertified subcontractor shall notify CONSULTANT in writing with the date of decertification. If any of CONSULTANT's subconsultants become certified DBEs during the term of this Agreement, such subconsultants shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within thirty (30) calendar days.
- L. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the tenth (10th) of the following month, CONSULTANT shall complete and email Attachment F – DBE Running Tally of Payments (Exhibit 9-F) to business.support.unit@dot.ca.gov with a copy to COUNTY.
- M. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this article.

ARTICLE XIX – INSURANCE AND INDEMNIFICATION

- A. Prior to the execution of this Agreement, CONSULTANT shall furnish to COUNTY satisfactory proof that CONSULTANT has taken out for the entire term of this Agreement, as further described below, the following insurance, in a form satisfactory to COUNTY, and with an insurance carrier satisfactory to COUNTY, authorized to do business in the State of California with a current A.M. Bests rating of no less than A; VII or its equivalent, which will protect those described below from claims which arise out of, or in connection with, the acts or omissions of CONSULTANT for which CONSULTANT may be legally liable, whether performed by CONSULTANT, or by those employed directly or indirectly thereby, or by anyone for whose acts CONSULTANT may be liable:
 - 1. Commercial General Liability Insurance, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, blasting, explosion, collapse of buildings or structures, damage to underground structures and utilities, liability for slander, false arrest and invasion of privacy arising out of construction management operations, blanket contractual liability, broad form endorsement, a construction management endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, subject to a deductible of not more than Fifty Thousand Dollars (\$50,000.00) payable by CONSULTANT. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
 - 2. Business Automobile Liability Insurance with limits not less than One Million Dollars (\$1,000,000.00) for each occurrence including coverage for owned, non-owned and hired vehicles, subject to a deductible of not more than Ten Thousand Dollars (\$10,000.00) payable by CONSULTANT.
 - 3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits and Employers' Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers. In the event CONSULTANT is self-insured, a Certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations – Administration of Self-Insurance, shall be filed with the Clerk of the Humboldt County Board of Supervisors.
 - 4. Professional Liability Insurance – Error and Omission Coverage, including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate), subject to a deductible not to exceed Fifty Thousand Dollars

(\$50,000.00) payable by CONSULTANT. Said insurance shall be maintained for the statutory period during which CONSULTANT may be exposed to liability regarding the work performed pursuant to the terms and conditions of this Agreement. Such coverage shall be incorporated into CONSULTANT's agreements with any other entities.

B. CONSULTANT's insurance policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. CONSULTANT's Commercial General Liability policy and Automobile Liability policy shall name COUNTY, and its agents, officers, officials, employees and volunteers, as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Is the primary insurance with regard to COUNTY.
 - c. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
 - d. Does not contain a pro-rated excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) calendar days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that CONSULTANT shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
4. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
5. For claims related to this Agreement, CONSULTANT's insurance is the primary coverage to COUNTY, and any insurance or self-insured programs maintained thereby are excess to CONSULTANT's insurance and will not be used to contribute therewith.
6. CONSULTANT shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONSULTANT does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONSULTANT under this Agreement.

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

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

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

AND

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

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

ARTICLE XX – FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in

order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.

- B. This Agreement is valid and enforceable only, if sufficient funds are made available to COUNTY for the purpose of this Agreement. In addition, this Agreement is subject to any additional local, state and federal restrictions, limitations, conditions and legal obligations that may affect the provisions, terms, conditions or funding of this Agreement in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds.
- D. COUNTY has the option to terminate this Agreement pursuant to Article VI – Termination, or by mutual agreement to amend this Agreement to reflect any reduction of funds.

ARTICLE XXI – CHANGE IN TERMS

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

ARTICLE XXII – CONTINGENT FEE

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

ARTICLE XXIII – DISPUTES

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

- A. Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by a committee consisting of COUNTY’s Contract Administrator and other COUNTY officials, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may submit a written request for review by COUNTY’s governing board of unresolved claims or disputes, other than audit.

- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this Agreement.

ARTICLE XXIV – INSPECTION OF WORK

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

ARTICLE XXV – SAFETY

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

ARTICLE XXVI – OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT pursuant to the terms and conditions of this Agreement shall become the property of COUNTY, and CONSULTANT shall have no property rights therein whatsoever. Immediately upon termination of this Agreement, COUNTY shall be entitled to, and CONSULTANT shall deliver to COUNTY, any and all reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this Agreement, which is not CONSULTANT’s privileged information, as defined by law, or CONSULTANT’s personnel information, along with all other property belonging exclusively to COUNTY which is in CONSULTANT’s possession. Publication of the information derived from work performed or data obtained in connection with services rendered pursuant to the terms and conditions of this Agreement must be approved in writing by COUNTY.
- B. Additionally, it is agreed that the parties intend this Agreement to be an agreement for services and each considers the products and results of the services rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work and all rights therein, including, without limitation, copyrights, belongs to and shall be the sole and exclusive property of COUNTY without restriction or limitation upon its use or dissemination by COUNTY. Any reuse of such works made for hire outside the scope of work for which it was developed, or any alteration of them whatsoever, without CONSULTANT’s review and approval shall be at COUNTY’S sole risk.

- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one (a) detailed in a particular Task Order. Any reuse by COUNTY for another project or project location shall be at COUNTY's sole risk.
- D. Each party hereto agrees to comply with any and all applicable local, state and federal laws, regulations and standards pertaining to patent rights, including, without limitation, 48 CFR Subpart 27.3 – Patent Rights under Government Contracts.
- E. COUNTY may permit CONSULTANT to copyright reports or other byproducts of this Agreement. If copyrights are permitted; FHWA shall be granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of Twenty-Five Thousand Dollars (\$25,000.00) entered into as a result of this Agreement shall contain all of the provisions of this article.

ARTICLE XXVII – CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by COUNTY's construction contractor relating to work performed by CONSULTANT, and additional information or assistance from CONSULTANT is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with COUNTY's Contract Administrator and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT shall, upon reasonable notice from COUNTY, allow interviews of all personnel that COUNTY considers essential to assist in defending against construction contractor claims. Consultation or testimony will be reimbursed at the same rates, including, without limitation, travel costs, that are being paid for CONSULTANT's services under this Agreement.
- C. Services of CONSULTANT in connection with COUNTY's construction contractor claims will be performed pursuant to a written contract amendment which extends the expiration date of this Agreement, if necessary, in order to resolve such construction claims.
- D. Any subcontract in excess of Twenty-Five Thousand Dollars (\$25,000.00) entered into as a result of this Agreement shall contain all of the provisions of this article.

ARTICLE XXVIII – CONFIDENTIALITY OF DATA

- A. CONSULTANT hereby agrees to protect any and all confidential information obtained in the performance of this Agreement in accordance with any and all applicable local, state and federal laws, regulations and standards.
- B. All financial, statistical, personal, technical or other information relative to COUNTY's operations, which are designated confidential by COUNTY and made available to CONSULTANT in order to carry out this Agreement, shall be protected by CONSULTANT from unauthorized use and disclosure.
- C. Permission to disclose information on one (1) occasion, or disclosure at a public hearing held by COUNTY relating to this Agreement, shall not authorize CONSULTANT to further disclose such information or disseminate the same on any other occasion.
- D. CONSULTANT shall not comment publicly to the press or any other media outlet regarding this Agreement or COUNTY's actions on the same, except to COUNTY's staff, CONSULTANT's own

personnel involved in the performance of this Agreement, at public hearings or in response to questions from a legislative committee.

- E. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by COUNTY, and receipt of COUNTY's written permission.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than COUNTY, Caltrans and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to the terms and conditions of this Agreement are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of COUNTY or except by court order. If CONSULTANT, or any of its agents, officers, employees or subconsultants, does voluntarily provide information in violation of this Agreement, COUNTY has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing such information, including, without limitation, COUNTY's attorney's fees, expert witness fees and disbursements.
- G. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this article.

ARTICLE XXIX – NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

ARTICLE XXX – EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by COUNTY. A copy of COUNTY's evaluation report will be sent to CONSULTANT for comments. COUNTY's evaluation report along with CONSULTANT's comments shall be retained in accordance with the record retention provisions set forth herein.

ARTICLE XXXI PROMPT PAYMENT FROM COUNTY TO CONSULTANT

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

ARTICLE XXXII – NOTIFICATION

Any and all notices required hereunder, and communications regarding interpretation of, and changes to, the terms and conditions of this Agreement, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

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

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

ARTICLE XXXIII – GOVERNING LAW, PRACTICE STANDARDS AND BINDING EFFECT

- A. This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.
- B. CONSULTANT agrees to comply with any and all local, state and federal laws, regulations and standards applicable to its performance hereunder, including, without limitation, the Americans with Disabilities Act. CONSULTANT further agrees to comply with any and all applicable local, state and federal accrediting, licensure and certification requirements.
- C. This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the provisions, terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.
- D. In the event any law, regulation or standard referred to herein is amended during the term of this Agreement, the parties agree to comply with the amended provision as of the effective date thereof.
- E. CONSULTANT warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONSULTANT's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.
- F. The terms of this Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns of the parties.

ARTICLE XXXIV – NO WAIVER OF DEFAULT

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

ARTICLE XXXV – ATTORNEY FEES ON BREACH

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the prevailing party in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorney's fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

ARTICLE XXXVI – NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE

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

ARTICLE XXXVII – CONTRACT

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

[Signatures on Following Page]

ARTICLE 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: Randall Bruner

Date: 2/24/2021

Name: Randall bruner

Title: President / CEO

By: 
Raewyn Butcher (Feb 25, 2021 17:10 PST)

Date: 2/24/2021

Name: Raewyn Butcher

Title: Executive Vice President

COUNTY OF HUMBOLDT:

By: _____
Virginia Bass, Chair
Humboldt County Board of Supervisors

Date: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____
Risk Management

Date: _____

LIST OF ATTACHMENTS:

Attachment A – Scope of Work

Attachment B – Cost Proposal & Schedule of Work

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

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

Attachment E – DBE Information, Good Faith Efforts (Exhibit 15-H)

Attachment F – DBE Running Tally of Payments (Exhibit 9-F)

Attachment G – DBE Certification Status Change (Exhibit 17-O)

Attachment H – Final Report – Utilization of DBE First-Tier Subconsultants (Exhibit 17-F)

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

Attachment J – Disclosure of Lobbying Activities (Exhibit 10-Q)

Attachment K – Appendix E of the Title VI Assurances

Attachment L – Liability Insurance

Attachment A – Scope of Work

SCOPE OF SERVICES

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.

This is a general list of tasks which may be expected for roadway and structures projects with the consultant providing full construction management. Project specified scope of services will be developed for individual task orders or projects and tailored to the specific staffing scenario, either full construction management or staff augmentation for a County Resident Engineer.

0.0 PROJECT MANAGEMENT SERVICES (BEFORE AND DURING CONSTRUCTION):

0.1 Task Order Preparation – Upon receipt of a task order request from the County, our Project Manager will perform a review of the available contract documents, then prepare a project staffing plan, project schedule, scope of services, and cost proposal for the County's review. Meetings and coordination will be performed as required to finalize documentation and deliverables necessary to obtain an executed task order.

0.2 CM Contract Status Meetings – It is anticipated that our Project Manager and County staff will meet biweekly or as necessary to discuss current and future staffing and budgets as well as current tasks, issues, and potential challenges.

0.3 Constructability Reviews – Our project managers and Resident Engineer perform plans, specification and estimate (P,S&E) reviews for many of our clients. Typically, we offer a constructability review of project documents when responding to an RFQ or SOQ to include preparing a P-6 CPM progress schedule to assist with validation the estimate of working days. When reviewing PS&E packages, our Associates research the appropriate references such as the Caltrans Standard Specifications and plans, Caltrans Local Assistance Procedures Manuals, Caltrans Structures Construction technical manuals, Manual of Uniform Traffic Control Devices (MUTCD), CalOsha Construction Safety Orders, Caltrans Design Manual, Caltrans WPCP / SWPPP preparation manuals, Caltrans Authorized materials Lists, Caltrans Design Information Bulletins, CEQA, NEPA, and standards of the construction industry to mention a few. Upon request, we will assign an engineering professional, either a Ghirardelli Associate or subconsultant as appropriate, to provide a constructability review of a full PS&E package or individual documents and plans.

0.4 Technical Report Preparation – Upon request, we will assign an engineering professional to prepare project reports and studies or work plans. Selection of the Ghirardelli Associate or subconsultant to perform the task will be based on the previous experience, certification or experience with the subject to be addressed.

0.5 Public Information Services – Our Associates are sensitive to the needs and concerns of the public, Federal, State and local agencies and other project stakeholders. Our Resident Engineers and project site inspectors will meet with, coordinate and communicate with property and business owners to ensure they are advised of construction operations and activities which may impact their operations such as access (ingress – egress), programed work which is stipulated as right of way obligation or activities within a temporary construction easement. We have secured the services of Subconsultant Prosio Communications (DBE) to assist with public information services to include conducting public

presentations, preparing public notices and information materials, set-up project specific websites, prepare video simulations or other services as required or requested by the County.

1.0 PRE-CONSTRUCTION PHASE:

1.1 FILE REVIEW:

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

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 (PS&E); Geotechnical Report; Design Hydraulic Study; Foundation / Materials Report; Environmental Commitments Record, and Construction Contractors bid documents. 2) Permits secured for a project which may 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); U.S. Coast Guard; U.S. Army Corps of Engineers – Nationwide Permit General 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 (2018); Manual on Uniform Traffic Control Devices (MUTCD); Cal-OSHA Construction Safety Orders; Caltrans Temporary Pedestrian facility Handbook; Caltrans Bridge Construction Records and Procedures Manuals; Caltrans Foundation Manual; Caltrans Falsework Manual; Caltrans Trenching and Shoring Manual; Caltrans Prestress Manual; Caltrans Bridge Deck Construction 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 or Inspector using digital equipment will photograph and video the entire project including surrounding properties to develop an "as-is" condition record. This will be done in conjunction with the County, Contractor and local property owners. The complete photographic record will be maintained by the County in safe keeping with a copy retained by the Resident Engineer for reference during the work. The Project Team will also take daily digital photos to document progress and site conditions.

1.4 PRE-CONSTRUCTION CONFERENCE:

The Resident Engineer will organize a pre-construction conference with the Contractor, subcontractors, County staff, designer, utility companies, construction management team members, 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 be performed before work commences. The Resident Engineer will prepare an agenda and meeting minutes. Topics to be discussed during the conference may include:

- Superintendence
- Authority and Lines of Communication
- Partnering
- Order of Work and Scheduling
- Contract Plans and Specifications
- Environmental Permits
- WPCP / SWPPP
- Submittals and Working Drawings
- Requests for Information (RFIs)
- Dispute / Potential Claims Processes
- Utility Coordination
- Safety
- Traffic Handling / Detours
- Labor Compliance
- EEO/DBE Utilization
- Progress Payment
- Contractor's Quality Control Program
- Control of Materials
- Surveying and Staking
- Project Coordination (Designer & Stakeholders)
- Changes and Extra Work
- Public Relations

2.0 CONSTRUCTION PHASE:

The Resident Engineer may 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 (bridges, retaining walls, etc.) of the project. The Resident Engineer will be assisted by the project site inspector(s) and an office engineer in performing these duties.

2.1 FIELD OFFICE:

The Resident Engineer or office engineer will set-up and maintain project files utilizing the Caltrans Standard Construction File Management System in accordance with the Caltrans LAPM and Construction Manual. These files (in binders) will be maintained at the Ghirardelli Associates Office located at 1225 Central Avenue, Suite 10, McKinleyville, CA 95519 or other safe location near the project site. A set of electronic project files will also be maintained in a Shared OneDrive. Our staff 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. Our Associates' vehicles are mobile offices.

2.2 COORDINATION:

The Resident Engineer will be the main point of contact 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 duration of construction operations.

The Resident Engineer or project inspector will coordinate with the Contractor to advise adjacent property owners or business of work shift hours and construction activities which may impact ingress or egress to their properties with follow-up coordination to minimize such impacts. We have secured the services of Subconsultant Prosio Communications (DBE) who can prepare public notices and perform site visits as necessary to coordinate with property and business owners.

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 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 roadway and structures inspection, as required.
- Coordinate and review materials sampling and testing activities to be performed by the County's material testing staff or subconsultant materials testing firm. For this pursuit, we have secured the services of SHN Consulting Engineers and SierraGeotech.
- Schedule construction staking and surveying to be performed by a consultant surveyors. For these tasks, we have secured the services of SHN Consulting Engineers and Kolstad Land Surveying.
- Verify grades, staking and marks set by the Contractor.
- Coordinate field observation of daily reports recording work performed, labor and equipment, issues and resolutions, conversations, materials sampling and testing, grades / controls checked, item quantities, field measurements and extra work performed.
- Verify photographic records of the construction operations and site conditions are secured. Review inspectors' daily reports for completeness and accuracy.
- Verify project safety reviews are performed and compliance with laws, orders and regulations.
- Document progress and operations with photographs, including pre-construction photographs.
- Supervise preparation of monthly progress pay estimates.
- Review labor compliance documents.

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

Our Resident Engineer or Structures Representative 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 and scaffolding plans.
- Structure concrete mix designs.
- Review of Contractor shop drawings for all structures work to include tubular handrailing, ground anchor designs, reinforcement, soldier pile wall, etc.
- Review and approval of plans and programs to include: Pile driving operations, shoring plans, cofferdam designs, water diversion plans, rebar coupler / splice plans, etc.
- Scheduling for materials testing of all structures work by the County Materials Laboratory Personnel or subconsultant materials testing firms.
- Coordinating construction surveys and staking to be performed by consultant surveyors, to include furnishing grades as necessary to the Contractor and checking all structure related surveys.
- Coordinating RFIs related to structures work with County staff, the designer of record or other stakeholders.
- Structures redlines for As-Built drawings.
- Report of Completion documents related to all structures work.

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 prepared summarizing the week's activities, the schedule for the following week, status of change orders, outstanding submittal reviews, the Contractor's controlling activities, and status of the contingency balance.

2.33 MONTHLY PROGRESS PAYMENTS:

A progress payment estimate will be prepared monthly by the Resident Engineer or office engineer and will include the quantity and amount to be paid, quantity and amount paid to date, and the quantity and amount remaining for each contract item and change order. Extra Work Bills (EWBs) will be reviewed with approval based on the provisions of the specific change order, inspectors daily report, certified payroll records, and the Caltrans Labor Surcharge and Equipment Rental Rates Publication, and appropriate markups. Partial payment for Materials On-Hand (MOH) for materials listed in the contract special provisions will be reviewed to ensure that invoices are valid and correct, the materials meet the project specifications and are secured at the project or approved site. MOH balances will be adjusted as Item payments are released or additional materials are purchased. The estimate will be prepared using a County approved formatted spreadsheet (previous used for Red Cap Road and Williams Creek Bridge Replacement Projects and Shelter Cove Storm Damage Project). We will submit with each progress pay estimate, source documents justifying the item quantities to be paid, and copy of the current extra payment

summary for each change order.

The Resident Engineer and Inspector will prepare source documents for payment for work performed for each item listed in the Engineer's Estimate. These source documents will include calculations, field measures and counts to document the exact quantity(s) of item work performed each progress pay period. usually each monthly estimate will have a cutoff date of the 20th day or other date or milestone as agreed to by the County and Contractor. The source documents will be filed in the project records and will be the basis for payment as well as a component of the auditable permanent project records. Before the progress pay estimate is processed by 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 materials on-hand and not incorporated in the work and any administrative deductions. A monthly submittal consisting of a change order log, notification of potential claims, request for information (RFI) log, submittal log, correspondence log, survey request log, materials testing frequency and results summaries, and minutes of the past months meeting will be provided to the County staff for review.

2.34 SCHEDULING / PROGRESS SCHEDULE REVIEW:

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.

We will prepare our own Critical Path Method (CPM) progress schedule for each project assigned to our team based on the contract documents. Based on the number working days specified in the contract, completion of the project within the specified timeframe will pose a great challenge for the Contractor and the construction management (CM) team. Time constraints or unforeseen conditions may require flawless execution of any utility relocations and coordination as well as constant review for time saving measures and mitigation of any issues which could delay the construction operations.

Scheduling and monitoring of all project-related activities is paramount to the success of the project. Any utility relocations or unforeseen impacts, permitting, submittal reviews, right-of-way issues, etc., will be closely monitored so that access and project approval is accommodated properly. Projects cannot afford any delays that would seriously impact the timely completion of the work plan. For instance, utility management items would typically need to be a first order of work, as work materials submittals and long-lead items, followed by staged progression of the planned improvements. It is also strongly recommended that the Contractor and consultant be on board with the County as early as possible, as this will allow time for early submittal review and a project constructability review with the Contractor for consideration in scheduling deliverables. Generally, the RE will review the Contractor's base line schedule.

2.341 SCHEDULE CONTROL – CONSTRUCTION MANAGEMENT RESPONSIBILITIES:

The Resident Engineer will review the Contractor's schedules. The review and acceptance of the Contractor's progress schedules is for compliance with the requirements of the contract documents only. The CM team's review and acceptance does not expressly or impliedly warrant, acknowledge, or admit the reasonableness of the logic, durations, manpower, or equipment loading of the Contractor's progress schedule. Review and acceptance of the Contractor's progress schedule does not denote approval and does not relieve the contractor of any of the contractor's responsibility for the accuracy or feasibility of the progress schedule, or of the Contractor's ability to meet the interim project milestone dates and the date of final completion.

Time of completion is the essence of the Contract. The work shall be executed to completion in accordance with the specified schedule, subject to adjustment in accordance with the requirements of the contract documents.

2.342 SCHEDULE UPDATES AND MONITORING:

The specifications required the Contractor to submit an updated construction schedule each month. The updated schedules must reflect only the actual completion dates, actual progress, and anticipated future progress.

The CM team will monitor the Contractor's contract schedule performance for the following:

- Planned start dates compared to actual start dates
- Mobilizing manpower and equipment in time to start the work
- Criticality of the work based on early/late start dates
- Comparing daily progress against planned duration
- Manpower assigned compared to manpower scheduled
- Beginning of work out of sequence
- Starting a work activity without a logical reason
- Stopping a work activity before it is complete
- Status of submittal review process

We will monitor the Contractor's progress including work crew size and composition as well as the current progress schedule to ensure the Contractor is maintaining satisfactory progress. Should progress be impacted or potentially impacted by Contractor imposed delays or unforeseen conditions, the RE will meet with the County to discuss resolution or recovery strategies and issue correspondence to the Contractor as appropriate.

2.343 THREE WEEK LOOK AHEAD SCHEDULE:

A three-week look-ahead schedule is very important to provide detailed schedule logic for a three-week period. Whether the specifications have this requirement or not, the RE will ask the Contractor to submit a look-ahead schedule at each weekly scheduling and coordination meeting. The schedule should be parallel in logic and activities to the project CPM schedule.

2.35 PUNCH LISTS:

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

Upon completion of work, we will submit a Completion Report to County staff, including a complete set of shop drawings with review comments, completed final punch list, 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 then report any concerns to the Resident Engineer. In the case where or 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 certified payrolls will be checked against the 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 administrative deduction of money due the Contractor 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 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 reviewed 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 trainees employed on the project will be secured for the files and reviewed 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. These records will be used to support reimbursement (\$0.80 per hour) to the Contractor for employees participating in an approved training program.

2.4 CONSTRUCTION STATUS / WEEKLY COORDINATION MEETINGS:

The Resident Engineer and CM staff will conduct weekly scheduling and coordination 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 status.
- Submittal, working drawing, programs status, including the status of repeat or revised documents.
- WPCP or SWPPP status.
- Environmental stewardship.
- Traffic control and detours
- Utility / local community services district coordination.
- Public notifications / access.
- Coordination with Native Tribal Government /Agencies, as required.
- Scheduling construction staking and surveying.
- Scheduling materials testing.
- Control of materials- Notice of Materials to be Used, certificates of compliance, test results and SIQMP.
- Change order / extra work status.
- Review of safety issues.
- Review of unresolved issues (old business).
- Review of current issues (new business).

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

- Bridge removal / demolition operations
- Soldier Pile Retaining Wall construction
- Sheet Pile Retaining Wall construction
- Construction of engineered shoring systems

- Falsework erection and removal operations
- Field welding operations
- Transitions to subsequent stage construction operations or detours
- Water diversion operations
- Utility construction operations (water, sewer, etc.)
- Controlled blasting operations
- Signal and Lighting system construction
- Dewatering operations
- HMA paving operations
- Concrete placement for bridge decks
- Bridge deck post-tensioning operations
- Pile driving operations
- Cast-In-Drilled-Hole Concrete Piling operations

2.50 CONTRACTOR REQUESTS FOR INFORMATION (RFI):

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

The Resident Engineer will carefully monitor all Requests for Information (RFIs), 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 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 control logs will be maintained for RFIs by either the Resident Engineer or office engineer.

2.51 PROJECT SUBMITTALS AND CORRESPONDENCE:

All project submittals will be logged into the Resident Engineer's office. One set of the submittal will be retained in the field office for record keeping. A set will be sent to the design engineer for review and mark-up. Others will be routed to the appropriate personnel as required and the County, with a statement identifying when the submittal should be returned to the Resident Engineer's office. 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 submittals and correspondence from the Contractor, 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 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 submittals, we will help to prevent potential delays and/or

changes to the project schedule or scope. Document logs will be maintained for correspondence, submittals, change orders, disputes and potential claims.

Examples of Contractor submittals which will be reviewed include:

- Traffic Control Plans
- Baseline CPM schedule and Monthly Updates
- Quality Control Plans
- WPCPs and SWPPPs
- Hot Mix Asphalt Job Mix Formulas (HMAJMFs)
- PCC Mix Designs
- Bridge and Retaining Structures working drawings and plans mentioned elsewhere in this document
- Hazardous Waste Management Plans
- Notice of materials to be used
- Subcontracting requests
- Proposed changes to stage construction plans
- Welding Quality Control Programs
- Schedule of values for lumps sum items
- Payment for Materials On-Hand Requests
- Value Engineering Change Proposals

2.52 SHOP DRAWINGS / PLANS:

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 Designer (Engineer of Record) and County Project Manager. After all comments are received, we will then return the drawings back to the Contractor with the appropriate response or action. A submittal log will be maintained by the Resident Engineer or office engineer 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 or stipulated timeframe. Examples of anticipated Contractor shop drawing and plans included:

- Prestress systems
- Ground Anchor Design and Calculations
- Tubular Bicycle Railing
- Pile Placement Plans
- Field Welding Plans
- Cleaning & Painting Soldier Piles, including repair of damage to coating in the field.
- MSE Walls
- Precast concrete structures and components (drainage inlets, girders, piles, deck panels, etc.).

2.53 MATERIALS SAMPLING, TESTING AND PLANT INSPECTION:

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

The Resident Engineer or on-site inspector will coordinate all necessary quality assurance (QA) materials testing and inspection for the project with the County's Materials Laboratory or consultant materials testing firms. Testing frequencies and methods are performed in accordance with the County's Quality Assurance Program (QAP) and Caltrans LAPM. The materials testers will provide the necessary sampling, testing and plant inspection services. They will also, as necessary, verify Hot Mix Asphalt Mix (HMA) Job Mix Formulas (JMF) and PCC Mix Designs (trial batches).

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

- Hot Mix Asphalt (HMA)
- PCC Concrete
- Grout
- Native Subgrade Materials
- Aggregate Bases
- Structure Backfill Materials
- Permeable Materials
- Pipe Bedding & Backfill Materials
- Vegetation Control Concrete

2.531 MATERIALS SOURCE INSPECTION:

Ghirardelli Associates has a group of materials engineers which prepare and implement a task order or project specific Source Inspection Quality Management Plan (SIQMP) for materials required to be sampled and or inspected at the point of manufacturer. Aaron Prchlik, PE, QSD, CWI, PCI and/or Justin Palmaymesa, PE, QSD, CWI, PCI will develop the necessary SIQMPs to include coordination of specialty destructive and nondestructive testing by the appropriately certified materials laboratories. As required monthly progress reports will be prepared for the County's review and a final report prepared upon completion of the source inspection activities. Section 6-2.01E, Material Source Inspection and Testing, provides for source inspection expense deductions as reimbursement for travel expense associated with travel in excess of 300 air-line miles.

2.54 MATERIAL TEST DATA AND CERTIFICATES OF COMPLIANCE:

The Resident Engineer will review all Contractor-provided manufacturers' shop or mill test certificates, including test reports from independent materials testing laboratories to verify compliance with the Contract specifications. 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. For State and federally funded projects, Section 6-1.04, Buy America, of the Standard Specifications requires that steel and iron materials be melted and manufactured in the United States, except a small amount, less than 0.1 percent of the total bid or \$2,500, may be incorporated in the work. We will ensure all steel and iron materials are certified as appropriate. Examples of materials which are accepted based on certificates of compliance and inspected and released at the project site are:

- Rebar
- Drainage / Underdrain Pipe (metal, concrete, plastic, PVC, etc.)
- Metal Beam Guard Railing and Terminal Systems
- Mineral admixtures for concrete
- Chemical admixtures for concrete
- Hydroseed – Fiber, Mulch & Fertilizer
- Elastomeric Bearing Pads
- Sheet Metal
- Structural Shape Steel Piles
- Steel Sheet Piling
- Treated Timber Lagging
- Cable Railing
- Thermoplastic Traffic Stripe Material
- Glass Beads
- Delineators and Object Markers
- Geocomposite Drain
- Filter Fabrics
- Misc. Metal
- Erosion Control Materials – Fiber Rolls and Silt Fence.

2.55 CONSTRUCTION SURVEYING AND STAKING:

Construction surveying will be performed by consultant survey firms- SHN Consulting Engineers and Kolstad Land Surveying based on survey requests submitted by the Contractor. Stakes, marks and data provided to the Consultant will generally follow the guidance in Chapter 12 of the Caltrans Surveys Manual. During construction operations, the inspection staff will perform checks of the Contractor's work to include stakes, marks, project control (horizontal & vertical), temporary benchmarks, etc. Our field staff will have access to precision and laser level instruments as well as total stations at the project site. Our Resident Engineer or Structures Representative will be responsible for coordination and checks for the surveying and staking associated with structures such as bridges, retaining wall construction, etc. As required, the consultant surveys will perform as-built surveys and surveys for documentation of new survey monuments to include preparing mapping and records to be submitted to the County Surveyor.

2.56 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. Construction inspectors will be selected based on experience and skill sets applicable to the project scope including ability to work extended shifts (long hours) and weekends, if required. Once an inspector is assigned to a project or task order, they will remain on assignment until completion of the project or released by the County Construction Manager. Construction inspectors may be furnished by Ghirardelli Associates and/or from the following Subconsultants, GHD and Whitchurch Engineering.

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/SWPPP/erosion control monitoring in compliance with the contract documents and approved contractor's program. The Resident Engineer and/or Inspection staff will monitor all daily activity for any impacts, non-compliance and/or 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 for 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 or around the work zone(s).

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 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
- Excavation shoring systems
- Fire safety – cutting and welding
- Impalement protection
- Underground utilities- Contact USA before performing excavation.
- Compliance with CalOsha Construction Safety Orders
- COVID-19 – PPE and social distancing

The Resident Engineer will review and inspect the Contractor's trench excavation and shoring plans 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 project specific environmental commitments record, environmental permits, CEQA and NEPA documents for the project and become fully familiar with any environmentally sensitive areas (ESAs), required mitigation, protected species, etc. During construction operations, our staff will monitor the Contractor's compliance with the environmental provisions of the Contract. We have secured the services of SHN Consulting Engineers and O'Brien Biological Consultants to provide environmental and biological services.

2.581 WATER POLLUTION CONTROL (WPCP / SWPPP):

Our Resident Engineers, Office Engineers 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 or SWPPP 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. A WPCP is required when 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.

Many of our Resident Engineers and Office Engineers are certified QSP/QSDs, along with our on-site inspector, are well versed in the guidelines of the current NPDES General Permit issued by the California State Water Resources Board. We will ensure that the site is maintained in full compliance with the approved SWPPP at all times. For Risk Level 1 and 2 sites, all staff will be fully aware of the requirements for event-specific Rain Event Action Plans, weekly site inspection reports, effluent sampling and analysis, project reporting, and the additional requirements outlined in the Special Provisions or Standard Specifications. Ghirardelli Associates understands that effective stormwater management is an iterative process that requires continual assessment and modification to properly manage the site including associated staging area(s). Our team will utilize amendments to the SWPPP, specific to each phase of construction, as a means of managing the required BMP installations as well as documenting the adjustments made to support the work. Our project staff will coordinate with the County's Project Manager to help ensure all required reports, test data, amendments, and associated updates are promptly uploaded to the SMARTS system, as required for permit compliance.

2.582 ENVIRONMENTAL STEWARDSHIP:

Section 14, Environmental Stewardship, of the standard Specifications contains many requirements associated with environmental compliance and environmental resource management. Our Associates receive training specific to the requirements of Section 14 and assist with protect of the environmental and cultural resources to include social economical impacts associated with certain construction operations. Section 14 provides for the protection and management of resources to include:

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

We have secured the services of subconsultant SHN Consulting Engineers, GHD and O'Brien Biological Consultants to assist with enforcement of the environmental stewardship, environmental, biological provisions of a project to include compliance with CEQA and NEPA.

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 Resident Engineer or 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 the consultant invoice and labor compliance documentation.

2.70 STRUCTURES TECHNICAL TASKS:

Our Resident Engineer or 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 ground anchor design and calculations, prestress system design and calculations. We expect to check grades and elevations for the various operations associated with the retaining wall and barrier slab construction. Upon request, our Team can provide formal structural engineering services.

2.71 SHORING 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.

2.72 TEMPORARY BRIDGES:

Our Resident Engineer or Structures Representative will review the Contractor proposed temporary bridge, rail flatcar bridge or equivalent which will be used for a bypass or project detour. It is anticipated the most bridges will consist of a rail flatcar suitable for the intended use, grade beams to function as temporary abutments, deck tread way, wheel guards and railing.

2.73 BRIDGE REMOVAL / DEMOLITION PLANS:

The Resident Engineer or Structures Representative will review and approve the Contractor's bridge removal / demolition plans to verify compliance with the construction plans, Cal-OSHA Construction Safety Orders and environmental standards. The Contractor's submittal will include

specified type and placement of equipment used in the work, sequence for bridge component removal, traffic control, dust control, protection of adjacent structures and property, method cutting steel reinforcement and separating concrete components, disposal location for concrete and rebar materials, protective cover for the stream and channel, as well as plans for temporary relocation for the bridge mounted utilities.

2.74 CONCRETE MIX DESIGNS:

The Resident Engineer or Structures Representative and field staff will verify that concrete delivered for the various structures and components meets 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 the inspection staff, materials testers, and Contractor.

2.75 STEEL SOLDIER PILE RETAINING WALL:

The Resident Engineer or Structures Representative 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 the wall. 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. Our inspector will ensure that field cut ends of treated timber lagging is treated with an approved sealant.

2.76 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 Resident Engineer, Structures Representative or Inspector will monitor driving conditions and operations to help verify compliance with the specifications (nominal resistance – blow count/ft. and tip elevation). 3) Crane submittals to include equipment specification data, lifting charts, set-up / layout sketches, equipment and operator certifications. Designer guidance will be secured should problems be encountered with reaching the planned pile tip elevation or bearing or unforeseen conditions affecting pile installations. There are existing overhead utility lines at the project site, we will ensure this line are addressed in the Contractor's pile handling and driving plans.

2.77 FORMWORK SYSTEMS

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

2.78 FALSEWORK:

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

2.79 POST TENSIONING OPERATIONS

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

2.80 JOINT SEAL CALCULATIONS:

The Resident Engineer or Structures Representative will help ensure the joint seal gap is temporarily blocked out with polystyrene/ hardboard during construction of the abutment backwall and approach slabs in accordance with Caltrans Standard Plan Detail B6-21. Later, the Resident Engineer or Structures Representative will determine the Joint Seal groove (saw cut) width based on the seal width limits (W1 & W2- determined by seal manufacturer) and structure temperature at the time of installation. The joint seal movement calculations form with the initial structure information is furnished to the Resident Engineer or Structures Representative for completion of the calculation for the saw cut width, which is provided to the Contractor.

2.8 DISPUTE RESOLUTION AND POTENTIAL CLAIMS MANAGEMENT:

Disputes and potential claims are normally prevented through a partnering and a transparent relationship with the Contractor- effective communication, no surprises and fairness. Constant communication between the Resident Engineer and the Contractor's representatives can help to prevent the further risk of claims and greatly minimize the owner's risk. 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 Resident Engineer will discuss the issue(s) with the County Project Manager; perform the necessary

investigation to determine merit and entitlement then present recommendations to the County. Our staff will verify 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.

The Caltrans Standard Specifications provide for alternative dispute resolution (ADR) process which include Dispute Resolution Advisor (DRA) for contract with a bid between \$3 million and \$10 million and Dispute Resolution Board (DRB) for contracts with a total bid or \$10 million. Our Project Managers and many of our Resident Engineers are experienced in both processes. We can set-up the appropriate process for a qualifying contract, schedule the necessary meeting and hearing to include preparing position papers and conducting power point presentations for the Advisor or Board. Ghirardelli Associates currently performing CPM schedule and Claims support services for Caltrans District 1 and 3 including ADR.

3.0 POST CONSTRUCTION:

3.1 CLAIMS MANAGEMENT:

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

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)

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 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, and Bridge Records and Procedures. As-built tieback or ground anchor drawings, As-built post tensioning system drawings, pile driving records, completed joint seal calculations, and post tensioning strand elongation calculations will be submitted with the report(s).

3.5 CONTRACT RECORDS:

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

Attachment B – Cost Proposal & Schedule of Work

Consultant
Ghirardelli Associates, Inc.

Humboldt County RFQ for On-Call Professional Construction Management Services (RFQ No. DPW2020-002)

Contract No. (RFQ No. DPW2020-002)

Prime Consultant

Subconsultant

2nd Tier Subconsultant

Participation Amount	\$ 3,500,000.00	Date 12/16/2020
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Fringe Benefit	47.69%	+	Overhead	72.29%	+	General Administrative	0.00% =	119.98% Combined IRC %
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OR

$$\text{Fringe Benefit} + \text{Overhead} + \text{General Administrative} = 0.00\% \text{ Home Office IRC\%}$$

Fringe Benefit	+	Overhead	+	General Administrative	=	0.00% Field Office IRC %
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FEE= 10%

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 classification only
	Straight	OT (1.5x)	OT (2x)				
Jaimie Azvedo SWPPP/Inspector Construction Inspector, Grp 2 Non-Exempt	\$ 169.26	\$ 229.82	\$ 302.38	01/01/21	\$ 62.48	0%	
	\$ 175.19	\$ 237.52	\$ 302.38	07/01/21	\$ 62.48	0.00%	
	\$ 175.19	\$ 237.52	\$ 314.47	01/01/22	\$ 64.98	4.00%	
	\$ 175.19	\$ 245.29	\$ 327.06	01/01/23	\$ 67.58	4.00%	
	\$ 175.19	\$ 255.09	\$ 340.12	01/01/24	\$ 70.28	4.00%	
	\$ 176.86	\$ 265.29	\$ 353.72	01/01/25	\$ 73.09	4.00%	
	\$ 204.37	\$ 306.56	\$ 408.75	01/01/21	\$ 84.46	0%	
Timothy Brown Inspector Construction Inspector, Grp 2 Non-Exempt	\$ 204.37	\$ 306.56	\$ 408.75	07/01/21	\$ 84.46	0.00%	
	\$ 212.55	\$ 318.83	\$ 425.11	01/01/22	\$ 87.84	4.00%	
	\$ 221.05	\$ 331.57	\$ 442.09	01/01/23	\$ 91.35	4.00%	
	\$ 229.88	\$ 344.82	\$ 459.76	01/01/24	\$ 95.00	4.00%	
	\$ 239.07	\$ 358.61	\$ 478.15	01/01/25	\$ 98.80	4.00%	
Nathan Hayler OE/SWPPP/Inspector Construction Inspector, Grp 2 Non-Exempt	\$ 185.09	\$ 277.63	\$ 370.18	01/01/21	\$ 76.49	0%	
	\$ 185.09	\$ 277.63	\$ 370.18	07/01/21	\$ 76.49	0.00%	
	\$ 192.49	\$ 288.74	\$ 384.99	01/01/22	\$ 79.55	4.00%	
	\$ 200.19	\$ 300.28	\$ 400.38	01/01/23	\$ 82.73	4.00%	
	\$ 208.20	\$ 312.30	\$ 416.40	01/01/24	\$ 86.04	4.00%	
	\$ 216.52	\$ 324.78	\$ 433.04	01/01/25	\$ 89.48	4.00%	

Vicki Hayler SWPPP/Inspector Construction Inspector, Grp 2 Non-Exempt	\$ 163.06	\$ 237.96	\$ 317.28	01/01/21	06/30/21	\$ 65.56	0%	
	\$ 168.99	\$ 237.96	\$ 317.28	07/01/21	12/31/21	\$ 65.56	0.00%	
	\$ 168.99	\$ 247.47	\$ 329.96	01/01/22	12/31/22	\$ 68.18	4.00%	
	\$ 171.59	\$ 257.38	\$ 343.17	01/01/23	12/31/23	\$ 70.91	4.00%	
	\$ 178.46	\$ 267.69	\$ 356.92	01/01/24	12/31/24	\$ 73.75	4.00%	
Keith Hixson SWPPP/Inspector Construction Inspector, Grp 2 Non-Exempt	\$ 185.60	\$ 278.40	\$ 371.19	01/01/25	12/31/25	\$ 76.70	4.00%	
	\$ 172.42	\$ 257.02	\$ 342.69	01/01/21	06/30/21	\$ 70.81	0%	
	\$ 178.35	\$ 257.02	\$ 342.69	07/01/21	12/31/21	\$ 70.81	0.00%	
	\$ 178.35	\$ 267.29	\$ 356.39	01/01/22	12/31/22	\$ 73.64	4.00%	
	\$ 185.33	\$ 278.00	\$ 370.66	01/01/23	12/31/23	\$ 76.59	4.00%	
Glenn Hurlburt RE/Inspector Construction Inspector, Grp 2 Non-Exempt	\$ 192.74	\$ 289.10	\$ 385.47	01/01/24	12/31/24	\$ 79.65	4.00%	
	\$ 200.45	\$ 300.68	\$ 400.91	01/01/25	12/31/25	\$ 82.84	4.00%	
	\$ 183.49	\$ 275.24	\$ 366.98	01/01/21	06/30/21	\$ 75.83	0%	
	\$ 183.64	\$ 275.24	\$ 366.98	07/01/21	12/31/21	\$ 75.83	0.00%	
	\$ 190.82	\$ 286.24	\$ 381.65	01/01/22	12/31/22	\$ 78.86	4.00%	
Donna James SWPPP/Inspector Construction Inspector, Grp 2 Non-Exempt	\$ 198.45	\$ 297.67	\$ 396.89	01/01/23	12/31/23	\$ 82.01	4.00%	
	\$ 206.38	\$ 309.57	\$ 412.77	01/01/24	12/31/24	\$ 85.29	4.00%	
	\$ 214.63	\$ 321.95	\$ 429.27	01/01/25	12/31/25	\$ 88.70	4.00%	
	\$ 158.50	\$ 237.74	\$ 316.99	01/01/21	06/30/21	\$ 65.50	0%	
	\$ 164.39	\$ 237.74	\$ 316.99	07/01/21	12/31/21	\$ 65.50	0.00%	
John Kooy Inspector Construction Inspector, Grp 2 Non-Exempt	\$ 164.84	\$ 247.25	\$ 329.67	01/01/22	12/31/22	\$ 68.12	4.00%	
	\$ 171.42	\$ 257.13	\$ 342.83	01/01/23	12/31/23	\$ 70.84	4.00%	
	\$ 178.27	\$ 267.40	\$ 356.53	01/01/24	12/31/24	\$ 73.67	4.00%	
	\$ 185.40	\$ 278.11	\$ 370.81	01/01/25	12/31/25	\$ 76.62	4.00%	
	\$ 179.79	\$ 269.68	\$ 359.58	01/01/21	06/30/21	\$ 74.30	0%	
Ernest Leo SWPPP/Inspector Construction Inspector, Grp 2 Non-Exempt	\$ 184.03	\$ 269.68	\$ 359.58	07/01/21	12/31/21	\$ 74.30	0.00%	
	\$ 186.98	\$ 280.46	\$ 373.95	01/01/22	12/31/22	\$ 77.27	4.00%	
	\$ 194.45	\$ 291.68	\$ 388.91	01/01/23	12/31/23	\$ 80.36	4.00%	
	\$ 202.22	\$ 303.33	\$ 404.44	01/01/24	12/31/24	\$ 83.57	4.00%	
	\$ 210.30	\$ 315.45	\$ 420.61	01/01/25	12/31/25	\$ 86.91	4.00%	
Matthew McKeon RE/SR/SWPPP Construction Inspector, Grp 2 Non-Exempt	\$ 180.68	\$ 242.57	\$ 323.43	01/01/21	06/30/21	\$ 66.83	0%	
	\$ 186.61	\$ 248.94	\$ 323.43	07/01/21	12/31/21	\$ 66.83	0.00%	
	\$ 186.61	\$ 252.26	\$ 336.35	01/01/22	12/31/22	\$ 69.50	4.00%	
	\$ 186.61	\$ 262.35	\$ 349.80	01/01/23	12/31/23	\$ 72.28	4.00%	
	\$ 186.61	\$ 272.84	\$ 363.79	01/01/24	12/31/24	\$ 75.17	4.00%	
	\$ 189.18	\$ 283.77	\$ 378.36	01/01/25	12/31/25	\$ 78.18	4.00%	
	\$ 216.81	\$ 325.22	\$ 433.62	01/01/21	06/30/21	\$ 89.60	0%	
	\$ 216.81	\$ 325.22	\$ 433.62	07/01/21	12/31/21	\$ 89.60	0.00%	
	\$ 225.48	\$ 338.21	\$ 450.95	01/01/22	12/31/22	\$ 93.18	4.00%	
	\$ 234.50	\$ 351.75	\$ 469.00	01/01/23	12/31/23	\$ 96.91	4.00%	
	\$ 243.89	\$ 365.83	\$ 487.78	01/01/24	12/31/24	\$ 100.79	4.00%	
	\$ 253.64	\$ 380.46	\$ 507.28	01/01/25	12/31/25	\$ 104.82	4.00%	

Richard Melvin RE/OE/Inspector Construction Inspector, Grp 2 Non-Exempt	\$ 186.93	\$ 280.39	\$ 373.86	01/01/21	06/30/21	\$ 77.25	0%	
	\$ 186.93	\$ 280.39	\$ 373.86	07/01/21	12/31/21	\$ 77.25	0.00%	
	\$ 194.41	\$ 291.61	\$ 388.81	01/01/22	12/31/22	\$ 80.34	4.00%	
	\$ 202.17	\$ 303.26	\$ 404.35	01/01/23	12/31/23	\$ 83.55	4.00%	
	\$ 210.25	\$ 315.38	\$ 420.51	01/01/24	12/31/24	\$ 86.89	4.00%	
James Osier OE/Inspector Construction Inspector, Grp 2 Non-Exempt	\$ 218.68	\$ 328.01	\$ 437.35	01/01/25	12/31/25	\$ 90.37	4.00%	
	\$ 179.63	\$ 257.82	\$ 343.75	01/01/21	06/30/21	\$ 71.03	0%	
	\$ 185.55	\$ 257.82	\$ 343.75	07/01/21	12/31/21	\$ 71.03	0.00%	
	\$ 185.55	\$ 268.12	\$ 357.50	01/01/22	12/31/22	\$ 73.87	4.00%	
	\$ 185.89	\$ 278.83	\$ 371.77	01/01/23	12/31/23	\$ 76.82	4.00%	
Jeffery Smith Inspector Construction Inspector, Grp 2 Non-Exempt	\$ 193.32	\$ 289.97	\$ 386.63	01/01/24	12/31/24	\$ 79.89	4.00%	
	\$ 201.06	\$ 301.59	\$ 402.12	01/01/25	12/31/25	\$ 83.09	4.00%	
	\$ 171.97	\$ 257.96	\$ 343.95	01/01/21	06/30/21	\$ 71.07	0%	
	\$ 177.10	\$ 257.96	\$ 343.95	07/01/21	12/31/21	\$ 71.07	0.00%	
	\$ 178.85	\$ 268.27	\$ 357.69	01/01/22	12/31/22	\$ 73.91	4.00%	
Matthew McKeon RE/SR/SWPPP Construction Inspector, Grp 2 Non-Exempt	\$ 186.01	\$ 279.01	\$ 372.02	01/01/23	12/31/23	\$ 76.87	4.00%	
	\$ 193.44	\$ 290.16	\$ 386.87	01/01/24	12/31/24	\$ 79.94	4.00%	
	\$ 201.18	\$ 301.77	\$ 402.36	01/01/25	12/31/25	\$ 83.14	4.00%	
	\$ 216.81	\$ 325.22	\$ 433.62	01/01/21	06/30/21	\$ 89.60	0%	
	\$ 216.81	\$ 325.22	\$ 433.62	07/01/21	12/31/21	\$ 89.60	0.00%	
Richard Melvin RE/OE/Inspector Construction Inspector, Grp 2 Non-Exempt	\$ 225.48	\$ 338.21	\$ 450.95	01/01/22	12/31/22	\$ 93.18	4.00%	
	\$ 234.50	\$ 351.75	\$ 469.00	01/01/23	12/31/23	\$ 96.91	4.00%	
	\$ 243.89	\$ 365.83	\$ 487.78	01/01/24	12/31/24	\$ 100.79	4.00%	
	\$ 253.64	\$ 380.46	\$ 507.28	01/01/25	12/31/25	\$ 104.82	4.00%	
	\$ 186.93	\$ 280.39	\$ 373.86	01/01/21	06/30/21	\$ 77.25	0%	
James Osier OE/Inspector Construction Inspector, Grp 2 Non-Exempt	\$ 186.93	\$ 280.39	\$ 373.86	07/01/21	12/31/21	\$ 77.25	0.00%	
	\$ 194.41	\$ 291.61	\$ 388.81	01/01/22	12/31/22	\$ 80.34	4.00%	
	\$ 202.17	\$ 303.26	\$ 404.35	01/01/23	12/31/23	\$ 83.55	4.00%	
	\$ 210.25	\$ 315.38	\$ 420.51	01/01/24	12/31/24	\$ 86.89	4.00%	
	\$ 218.68	\$ 328.01	\$ 437.35	01/01/25	12/31/25	\$ 90.37	4.00%	
James Osier OE/Inspector Construction Inspector, Grp 2 Non-Exempt	\$ 179.63	\$ 257.82	\$ 343.75	01/01/21	06/30/21	\$ 71.03	0%	
	\$ 185.55	\$ 257.82	\$ 343.75	07/01/21	12/31/21	\$ 71.03	0.00%	
	\$ 185.55	\$ 268.12	\$ 357.50	01/01/22	12/31/22	\$ 73.87	4.00%	
	\$ 185.89	\$ 278.83	\$ 371.77	01/01/23	12/31/23	\$ 76.82	4.00%	
	\$ 193.32	\$ 289.97	\$ 386.63	01/01/24	12/31/24	\$ 79.89	4.00%	
Jeffery Smith Inspector Construction Inspector, Grp 2 Non-Exempt	\$ 201.06	\$ 301.59	\$ 402.12	01/01/25	12/31/25	\$ 83.09	4.00%	
	\$ 171.97	\$ 257.96	\$ 343.95	01/01/21	06/30/21	\$ 71.07	0%	
	\$ 177.10	\$ 257.96	\$ 343.95	07/01/21	12/31/21	\$ 71.07	0.00%	
	\$ 178.85	\$ 268.27	\$ 357.69	01/01/22	12/31/22	\$ 73.91	4.00%	
	\$ 186.01	\$ 279.01	\$ 372.02	01/01/23	12/31/23	\$ 76.87	4.00%	
	\$ 193.44	\$ 290.16	\$ 386.87	01/01/24	12/31/24	\$ 79.94	4.00%	
	\$ 201.18	\$ 301.77	\$ 402.36	01/01/25	12/31/25	\$ 83.14	4.00%	

Michael Strahan Inspector Construction Inspector, Grp 2 Non-Exempt	\$ 166.84	\$ 238.11	\$ 317.48	01/01/21	06/30/21	\$ 65.60	0%	
	\$ 172.77	\$ 238.11	\$ 317.48	07/01/21	12/31/21	\$ 65.60	0.00%	
	\$ 172.77	\$ 247.62	\$ 330.15	01/01/22	12/31/22	\$ 68.22	4.00%	
	\$ 172.77	\$ 257.53	\$ 343.37	01/01/23	12/31/23	\$ 70.95	4.00%	
	\$ 178.56	\$ 267.83	\$ 357.11	01/01/24	12/31/24	\$ 73.79	4.00%	
George Thorpe Inspector Construction Inspector, Grp 2 Non-Exempt	\$ 185.69	\$ 278.54	\$ 371.39	01/01/25	12/31/25	\$ 76.74	4.00%	
	\$ 193.03	\$ 289.54	\$ 386.05	01/01/21	06/30/21	\$ 79.77	0%	
	\$ 193.03	\$ 289.54	\$ 386.05	07/01/21	12/31/21	\$ 79.77	0.00%	
	\$ 200.74	\$ 301.12	\$ 401.49	01/01/22	12/31/22	\$ 82.96	4.00%	
	\$ 208.78	\$ 313.17	\$ 417.56	01/01/23	12/31/23	\$ 86.28	4.00%	
David Waterman Inspector Construction Inspector, Grp 2 Non-Exempt	\$ 217.13	\$ 325.69	\$ 434.25	01/01/24	12/31/24	\$ 89.73	4.00%	
	\$ 225.81	\$ 338.72	\$ 451.63	01/01/25	12/31/25	\$ 93.32	4.00%	
	\$ 181.94	\$ 272.91	\$ 363.89	01/01/21	06/30/21	\$ 75.19	0%	
	\$ 181.94	\$ 272.91	\$ 363.89	07/01/21	12/31/21	\$ 75.19	0.00%	
	\$ 189.23	\$ 283.84	\$ 378.45	01/01/22	12/31/22	\$ 78.20	4.00%	
Stanley Woodman Inspector Construction Inspector, Grp 2 Non-Exempt	\$ 196.80	\$ 295.20	\$ 393.60	01/01/23	12/31/23	\$ 81.33	4.00%	
	\$ 204.66	\$ 307.00	\$ 409.33	01/01/24	12/31/24	\$ 84.58	4.00%	
	\$ 212.84	\$ 319.27	\$ 425.69	01/01/25	12/31/25	\$ 87.96	4.00%	
	\$ 179.62	\$ 269.43	\$ 359.24	01/01/21	06/30/21	\$ 74.23	0%	
	\$ 179.62	\$ 269.43	\$ 359.24	07/01/21	12/31/21	\$ 74.23	0.00%	
Charles Dory PM/RE/SR/SWPPP Exempt (OT @ ST Rate)	\$ 186.81	\$ 280.21	\$ 373.61	01/01/22	12/31/22	\$ 77.20	4.00%	
	\$ 194.28	\$ 291.43	\$ 388.57	01/01/23	12/31/23	\$ 80.29	4.00%	
	\$ 202.05	\$ 303.08	\$ 404.10	01/01/24	12/31/24	\$ 83.50	4.00%	
	\$ 210.13	\$ 315.20	\$ 420.27	01/01/25	12/31/25	\$ 86.84	4.00%	
	\$ 254.08	\$ 254.08	\$ 254.08	01/01/21	06/30/21	\$ 105.00	0%	
Charles Hayler RE/OE/SR/SWPPP Exempt (OT @ ST Rate)	\$ 254.08	\$ 254.08	\$ 254.08	07/01/21	12/31/21	\$ 105.00	0.00%	
	\$ 264.24	\$ 264.24	\$ 264.24	01/01/22	12/31/22	\$ 109.20	4.00%	
	\$ 274.81	\$ 274.81	\$ 274.81	01/01/23	12/31/23	\$ 113.57	4.00%	
	\$ 285.80	\$ 285.80	\$ 285.80	01/01/24	12/31/24	\$ 118.11	4.00%	
	\$ 297.22	\$ 297.22	\$ 297.22	01/01/25	12/31/25	\$ 122.83	4.00%	
Gina Prchlik OE/SWPPP Exempt (OT @ ST Rate)	\$ 237.14	\$ 237.14	\$ 237.14	01/01/21	06/30/21	\$ 98.00	0%	
	\$ 237.14	\$ 237.14	\$ 237.14	07/01/21	12/31/21	\$ 98.00	0.00%	
	\$ 246.62	\$ 246.62	\$ 246.62	01/01/22	12/31/22	\$ 101.92	4.00%	
	\$ 256.50	\$ 256.50	\$ 256.50	01/01/23	12/31/23	\$ 106.00	4.00%	
	\$ 266.76	\$ 266.76	\$ 266.76	01/01/24	12/31/24	\$ 110.24	4.00%	
Gina Prchlik OE/SWPPP Exempt (OT @ ST Rate)	\$ 277.43	\$ 277.43	\$ 277.43	01/01/25	12/31/25	\$ 114.65	4.00%	
	\$ 197.67	\$ 197.67	\$ 197.67	01/01/21	06/30/21	\$ 81.69	0%	
	\$ 197.67	\$ 197.67	\$ 197.67	07/01/21	12/31/21	\$ 81.69	0.00%	
	\$ 205.58	\$ 205.58	\$ 205.58	01/01/22	12/31/22	\$ 84.96	4.00%	
	\$ 213.81	\$ 213.81	\$ 213.81	01/01/23	12/31/23	\$ 88.36	4.00%	
Exempt (OT @ ST Rate)	\$ 222.35	\$ 222.35	\$ 222.35	01/01/24	12/31/24	\$ 91.89	4.00%	
	\$ 231.26	\$ 231.26	\$ 231.26	01/01/25	12/31/25	\$ 95.57	4.00%	

Justin Palmaymesa Source Inspection/SR/SWPPP/Inspector Exempt (OT @ ST Rate)	\$ 181.94	\$ 181.94	\$ 181.94	01/01/21	06/30/21	\$ 75.19	0%	
	\$ 181.94	\$ 181.94	\$ 181.94	07/01/21	12/31/21	\$ 75.19	0.00%	
	\$ 189.23	\$ 189.23	\$ 189.23	01/01/22	12/31/22	\$ 78.20	4.00%	
	\$ 196.80	\$ 196.80	\$ 196.80	01/01/23	12/31/23	\$ 81.33	4.00%	
	\$ 204.66	\$ 204.66	\$ 204.66	01/01/24	12/31/24	\$ 84.58	4.00%	
Aaron Prchlik Source Inspection Exempt (OT @ ST Rate)	\$ 212.84	\$ 212.84	\$ 212.84	01/01/25	12/31/25	\$ 87.96	4.00%	
	\$ 222.62	\$ 222.62	\$ 222.62	01/01/21	06/30/21	\$ 92.00	0%	
	\$ 222.62	\$ 222.62	\$ 222.62	07/01/21	12/31/21	\$ 92.00	0.00%	
	\$ 231.52	\$ 231.52	\$ 231.52	01/01/22	12/31/22	\$ 95.68	4.00%	
	\$ 240.79	\$ 240.79	\$ 240.79	01/01/23	12/31/23	\$ 99.51	4.00%	
	\$ 250.42	\$ 250.42	\$ 250.42	01/01/24	12/31/24	\$ 103.49	4.00%	
	\$ 260.44	\$ 260.44	\$ 260.44	01/01/25	12/31/25	\$ 107.63	4.00%	

(Add Pages as necessary)

NOTES:

1. Key personnel MUST be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All Cost must comply with the Federal cost principals. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate $\times (1 + \text{ICR}) \times (1 + \text{Fee})$. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for the classification.

EXHIBIT 10-H2 COST PROPOSAL PAGE 6 OF 7
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Ghirardelli Associates, Inc. ☒ Prime Consultant ☐ Subconsultant 12/16/2020

Project No. Humboldt County RFO for On-Call Professional Construction Management Services (RFO No. DPW2020-002) Contract No. (RFO No. DPW2020-002) Date 12/16/2020

SCHEDULE OF OTHER DIRECT COSTS ITEMS (Add additional pages as necessary)				
Description of Items	Quantity	Unit	Unit Cost	Total
Mileage Costs				N/A. Overhead Charge
General Printing				N/A. Overhead Charge
Permit Fees				N/A. Overhead Charge
Plan Sheets				N/A. Overhead Charge
Vehicle				N/A. Overhead Charge
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				
(Add Pages as necessary)				

NOTES:

1. List direct cost items with estimated costs. These cost should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
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 preapproved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
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
8. If a consultant proposes rental cost 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 that
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principals.
10. Add pages if necessary.
11. Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL Page 4 of 4

Certification of Direct Costs:

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

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. Title 23 United States Code Section 112 - Letting of Contracts
10. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
11. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
12. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Alain Charles Title *: Corporate Controller
Signature : *Alain Charles* Date of Certification (mm/dd/yyyy): 01/13/2021
Email: acharles@ghirardelliassoc.com Phone Number: 408.435.5503 x2
Address: 2055 Gateway Place, Suite 470, San Jose, CA 95110

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

List services the consultant is providing under the proposed contract:

As detailed in Humboldt County RFQ for On-Call Professional Construction Management Services (RFQ No. DPW2020-002) dated September 16, 2020

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

COST PROPOSAL

ON-CALL CONTRACT - OH & FEE ON DELTAS, WITH PREDETERMINED INCREASE, DIRECT LABOR METHOD OF ACCOUNTING

ADM 2033 (Rev. 10/23/18)

NORTHERN CALIFORNIA	SOUTHERN CALIFORNIA
NC-63-3-9-2020-2	SC-23-63-2-2020-2D, -2D1, -2D2

Participation Amount \$3,500,000

Consultant/Subconsultant Name: Ghirardelli Associates, Inc.
Agreement Number: Humboldt County RFQ for On-Call Professional Construction Management
Services (RFQ No. DPW2020-002) dated September 16, 2020
Attachment 2

Tax ID No.: 94-3395064

Date Prepared: 1/13/2021

Page No.: x of xx

Loaded Billing Rate Calculations:
Non Exempt Employee Loaded Billing Rates
A) Straight Time (ST) Loaded Billing Rate = [Actual Hourly Rate + ST Delta Base + ST Delta Fringe] * [(1 + Field OH) * (1 + Fee)]
B) ST Loaded Billing Rate + (1.5 Base PW Rate - ST Base PW Rate) * [(1+Field OH) * (1+Fee)] or ST Loaded Billing Rate + (2.0 Base PW Rate - ST Base PW Rate) * [(1+Field OH) * (1+Fee)]
Exempt Employee Loaded Billing Rates - Compensated for PW OT:
C) Straight Time (ST) Loaded Billing Rate = [Actual Hourly Rate + ST Delta Base + ST Delta Fringe] * [(1 + Field OH) * (1 + Fee)]
D) ST Loaded Billing Rate + (1.5 Base PW Rate - ST Base PW Rate) * [(1+Field OH) * (1+Fee)] or ST Loaded Billing Rate + (2.0 Base PW Rate - ST Base PW Rate) * [(1+Field OH) * (1+Fee)]
The PW Deltas (Base & Fringe) above for Loaded Billing Rates, are applicable for services covered under DIR deternations. Includes Exempt employees who are normally not paid for OT worked, per company policy
Exempt Employee Loaded Billing Rates - Not Compensated for OT (Uncompensated OT):
E) ST Loaded Billing Rate = Actual Hourly Rate * [(1 + Home OH) * (1 + Fee)]
F) No Overtime. (Columns are shaded out.)
Exempt Employee Loaded Billing Rates - Compensated for OT @ ST Rate:
G) ST Loaded Billing Rate = Actual Hourly Rate * [(1 + Home OH) * (1 + Fee)]
H) ST Loaded Billing Rate + (1.5 x 0) or ST Loaded Billing Rate + (2.0 x 0)

Home Office Personnel:	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	47.69%	+	72.29%	= 119.98%
OVERTIME	47.69%	+	72.29%	= 119.98%
Field Office Personnel:	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	47.69%	+	72.29%	= 119.98%
OVERTIME	47.69%	+	72.29%	= 119.98%
Project Specific	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	47.69%	+	72.29%	= 119.98%
OVERTIME	47.69%	+	72.29%	= 119.98%

Fee	=	10.00%
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FCCM 0.06%

Applicable Multiplier Delta Base (Field)	=	2.4198
Applicable Multiplier Fringe (Field)	=	2.4198

Name/Classification	Home Office Personnel Field Office Personnel	Prevailing Wage Rate established by State DIR (only applicable for prevailing wage work)						Employee Actual Rate (fringe benefits vary year over year)						Applicable DELTA (TOTAL) = Employee Total - DIR Total			Applicable DELTA Base = DIR Rate - Employee Base Rate			Applicable DELTA FRINGE = DELTA TOTAL - DELTA BASE (Employee - DIR)			Loaded Hourly Billing Rates			Effective Date of Hourly Rate [RFQ date: 12/16/2020]		% Escalation Increase	Actual Hourly Rate	Hourly Range for Class		
		Base Salary			Fringe Benefits	Total Base Salary + Fringe Benefits			Base Salary			Actual Fringe	Total = Base + Fringe			Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	OT (1.5x)	OT (2x)				From	To
		Straight	1.5 OT	2.0 OT		Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT		Straight	1.5 OT	2.0 OT																	
Jaimie Azvedo SWPPP/Inspector Construction Inspector, Grp 2 Non-Exempt Full Time NC-63-3-9-2020-2	FIELD	\$50.05	\$75.08	\$100.10	\$32.69	\$82.74	\$107.77	\$132.79	\$62.48	\$93.72	\$124.96	\$12.79	\$75.27	\$106.51	\$137.75	(\$7.47)	(\$1.25)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$169.26	\$229.82	\$302.38	1/1/2021	6/30/2021		\$ 62.48	N/A	
	PW Work	\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$62.48	\$93.72	\$124.96	\$12.79	\$75.27	\$106.51	\$137.75	(\$9.92)	(\$4.44)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$175.19	\$237.52	\$302.38	7/1/2021	12/31/2021	0.00%	\$ 62.48		
		\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$64.98	\$97.47	\$129.96	\$12.79	\$77.77	\$110.26	\$142.75	(\$7.42)	(\$0.69)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$175.19	\$237.52	\$314.47	1/1/2022	12/31/2022	4.00%	\$ 64.98		
		\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$67.58	\$101.37	\$135.16	\$12.79	\$80.37	\$114.16	\$147.95	(\$4.82)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$175.19	\$245.29	\$327.06	1/1/2023	12/31/2023	4.00%	\$ 67.58		
		\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$70.28	\$105.42	\$140.56	\$12.79	\$83.07	\$118.21	\$153.35	(\$2.12)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$175.19	\$255.09	\$340.12	1/1/2024	12/31/2024	4.00%	\$ 70.28		
SHIFT	\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$73.09	\$109.64	\$146.18	\$12.79	\$85.88	\$122.43	\$158.97	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$176.86	\$265.29	\$353.72	1/1/2025	12/31/2025	4.00%	\$ 73.09			
Jaimie Azvedo SWPPP/Inspector Construction Inspector, Grp 2 Non-Exempt Full Time NC-63-3-9-2020-2	FIELD	\$56.31	\$84.47	\$112.62	\$32.69	\$89.00	\$117.16	\$145.31	\$62.48	\$93.72	\$124.96	\$12.79	\$75.27	\$106.51	\$137.75	(\$13.73)	(\$10.64)	(\$7.56)	\$0.00	\$0.00	\$0.00	\$0.00	\$184.41	\$252.54	\$320.67	1/1/2021	6/30/2021		\$ 62.48	N/A		
	PW Work	\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$62.48	\$93.72	\$124.96	\$12.79	\$75.27	\$106.51	\$137.75	(\$16.36)	(\$14.10)	(\$11.84)	\$0.00	\$0.00	\$0.00	\$0.00	\$190.77	\$260.90	\$331.02	7/1/2021	12/31/2021	0.00%	\$ 62.48			
		\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$64.98	\$97.47	\$129.96	\$12.79	\$77.77	\$110.26	\$142.75	(\$13.86)	(\$10.35)	(\$6.84)	\$0.00	\$0.00	\$0.00	\$0.00	\$190.77	\$260.90	\$331.02	1/1/2022	12/31/2022	4.00%	\$ 64.98			
		\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$67.58	\$101.37	\$135.16	\$12.79	\$80.37	\$114.16	\$147.95	(\$11.26)	(\$6.45)	(\$1.64)	\$0.00	\$0.00	\$0.00	\$0.00	\$190.77	\$260.90	\$331.02	1/1/2023	12/31/2023	4.00%	\$ 67.58			
		NIGHT	\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$70.28	\$105.42	\$140.56	\$12.79	\$83.07	\$118.21	\$153.35	(\$8.56)	(\$2.40)	\$0.00	\$0.00	\$0.00	\$0.00	\$190.77	\$260.90	\$340.12	1/1/2024	12/31/2024	4.00%	\$ 70.28			
SHIFT	\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$73.09	\$109.64	\$146.18	\$12.79	\$85.88	\$122.43	\$158.97	(\$5.75)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$190.77	\$265.29	\$353.72	1/1/2025	12/31/2025	4.00%	\$ 73.09			
Jaimie Azvedo SWPPP/Inspector Non-Exempt Full Time	FIELD																						\$151.19	\$226.78	\$302.38	1/1/2021	6/30/2021		\$ 62.48	N/A		
	Non-PW																						\$151.19	\$226.78	\$302.38	7/1/2021	12/31/2021	0.00%	\$ 62.48			
																								\$157.24	\$235.86	\$314.47	1/1/2022	12/31/2022	4.00%		\$ 64.98	
																								\$163.53	\$245.29	\$327.06	1/1/2023	12/31/2023	4.00%		\$ 67.58	
																								\$170.06	\$255.09	\$340.12	1/1/2024	12/31/2024	4.00%		\$ 70.28	
SHIFT																						\$176.86	\$265.29	\$353.72	1/1/2025	12/31/2025	4.00%	\$ 73.09				
Timothy Brown Inspector Construction Inspector, Grp 2 Non-Exempt Full Time NC-63-3-9-2020-2	FIELD	\$50.05	\$75.08	\$100.10	\$32.69	\$82.74	\$107.77	\$132.79	\$84.46	\$126.69	\$168.92	\$12.00	\$96.46	\$138.69	\$180.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$204.37	\$306.56	\$408.75	1/1/2021	6/30/2021		\$ 84.46	N/A		
	PW Work	\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$84.46	\$126.69	\$168.92	\$12.00	\$96.46	\$138.69	\$180.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$204.37	\$306.56	\$408.75	7/1/2021	12/31/2021	0.00%		\$ 84.46	
		\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$87.84	\$131.76	\$175.68	\$12.00	\$99.84	\$143.76	\$187.68	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$212.55	\$318.83	\$425.11	1/1/2022	12/31/2022	4.00%		\$ 87.84	
		\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$91.35	\$137.03	\$182.70	\$12.00	\$103.35	\$149.03	\$194.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$221.05	\$331.57	\$442.09	1/1/2023	12/31/2023	4.00%		\$ 91.35	
		DAY	\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$95.00	\$142.50	\$190.00	\$12.00	\$107.00	\$154.50	\$202.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$229.88	\$344.82	\$459.76	1/1/2024	12/31/2024		4.00%	\$ 95.00
SHIFT	\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$98.80	\$148.20	\$197.60	\$12.00	\$110.80	\$160.20	\$209.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$239.07	\$358.61	\$478.15	1/1/2025	12/31/2025	4.00%	\$ 98.80			
Timothy Brown Inspector Construction Inspector, Grp 2 Non-Exempt Full Time NC-63-3-9-2020-2	FIELD	\$56.31	\$84.47	\$112.62	\$32.69	\$89.00	\$117.16	\$145.31	\$84.46	\$126.69	\$168.92	\$12.00	\$96.46	\$138.69	\$180.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$204.37	\$306.56	\$408.75	1/1/2021	6/30/2021		\$ 84.46	N/A		
	PW Work	\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$84.46	\$126.69	\$168.92	\$12.00	\$96.46	\$138.69	\$180.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$204.37	\$306.56	\$408.75	7/1/2021	12/31/2021	0.00%		\$ 84.46	
		\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$87.84	\$131.76	\$175.68	\$12.00	\$99.84	\$143.76	\$187.68	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$212.55	\$318.83	\$425.11	1/1/2022	12/31/2022	4.00%		\$ 87.84	
		\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$91.35	\$137.03	\$182.70	\$12.00	\$103.35	\$149.03	\$194.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$221.05	\$331.57	\$442.09	1/1/2023	12/31/2023	4.00%		\$ 91.35	
		NIGHT	\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$95.00	\$142.50	\$190.00	\$12.00	\$107.00	\$154.50	\$202.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$229.88	\$344.82	\$459.76	1/1/2024	12/31/2024		4.00%	\$ 95.00
SHIFT	\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$98.80	\$148.20	\$197.60	\$12.00	\$110.80	\$160.20	\$209.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$239.07	\$358.61	\$478.15	1/1/2025	12/31/2025	4.00%	\$ 98.80			
Timothy Brown Inspector Non-Exempt Full Time	FIELD																						\$204.37	\$306.56	\$408.75	1/1/2021	6/30/2021		\$ 84.46	N/A		
	Non-PW																						\$204.37	\$306.56	\$408.75	7/1/2021	12/31/2021	0.00%	\$ 84.46			
																								\$212.55	\$318.83	\$425.11	1/1/2022	12/31/2022	4.00%		\$ 87.84	
																								\$221.05	\$331.57	\$442.09	1/1/2023	12/31/2023	4.00%		\$ 91.35	
																								\$229.88	\$344.82	\$459.76	1/1/2024	12/31/2024	4.00%		\$ 95.00	
SHIFT																						\$239.07	\$358.61	\$478.15	1/1/2025	12/31/2025	4.00%	\$ 98.80				
Nathan Hayler OE/SWPPP/Inspector Construction Inspector, Grp 2 Non-Exempt Full Time NC-63-3-9-2020-2	FIELD	\$50.05	\$75.08	\$100.10	\$32.69	\$82.74	\$107.77	\$132.79	\$76.49	\$114.74	\$152.98	\$16.74	\$93.23	\$131.48	\$169.72	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$185.09	\$277.63	\$370.18	1/1/2021	6/30/2021		\$ 76.49	N/A		
	PW Work	\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$76.49	\$114.74	\$152.98	\$16.74	\$93.23	\$131.48	\$169.72	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$185.09	\$277.63	\$370.18	7/1/2021	12/31/2021	0.00%	\$ 76.49			
		\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$79.55	\$119.33	\$159.10	\$16.74	\$96.29	\$136.07	\$175.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$192.49	\$288.74	\$384.99	1/1/2022	12/31/2022	4.00%	\$ 79.55			
		\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$82.73	\$124.10	\$165.46	\$16.74	\$99.47	\$140.84	\$182.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200.19	\$300.28	\$400.38	1/1/2023	12/31/2023	4.00%	\$ 82.73			
		DAY	\$51.52	\$77.28	\$103.04	\$33.67	\$85.19																									

COST PROPOSAL

ON-CALL CONTRACT - OH & FEE ON DELTAS, WITH PREDETERMINED INCREASE, DIRECT LABOR METHOD OF ACCOUNTING

ADM 2033 (Rev. 10/23/18)

Consultant/Subconsultant Name: Ghirardelli Associates, Inc.
 Agreement Number: Humboldt County RFQ for On-Call Professional Construction Management
 Services (RFQ No. DPW2020-002) dated September 16, 2020
 Attachment 2

Tax ID No.: 94-3395064

Date Prepared: 1/13/2021

Page No.: x of xx

Participation Amount	\$3,500,000
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Home Office Personnel:		Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	47.69%	+	72.29%	0.00%	119.98%
OVERTIME	47.69%	+	72.29%	0.00%	119.98%
Field Office Personnel:		Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	47.69%	+	72.29%	0.00%	119.98%
OVERTIME	47.69%	+	72.29%	0.00%	119.98%
Project Specific		Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	47.69%	+	72.29%	0.00%	119.98%
OVERTIME	47.69%	+	72.29%	0.00%	119.98%
Fee					10.00%
FCCM					0.06%

Name/Classification	Home Office Personnel Field Office Personnel	Prevailing Wage Rate established by State DIR (only applicable for prevailing wage work)						Employee Actual Rate (fringe benefits vary year over year)						Applicable DELTA (TOTAL) = Employee Total - DIR Total			Applicable DELTA Base = DIR Rate - Employee Base Rate			Applicable DELTA FRINGE = DELTA TOTAL - DELTA BASE (Employee - DIR)			Loaded Hourly Billing Rates			Effective Date of Hourly Rate [RFQ date: 12/16/2020]		% Escalation Increase	Actual Hourly Rate	Hourly Range for Class	
		Base Salary			Fringe Benefits	Total Base Salary + Fringe Benefits			Base Salary			Actual Fringe	Total = Base + Fringe													From	To				
		Straight	1.5 OT	2.0 OT		Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT		Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	OT (1.5x)	OT (2x)	From	To					
Vicki Hayler SWPPP/Inspector Construction Inspector, Grp 2 Non-Exempt Full Time NC-63-3-9-2020-2	FIELD	\$50.05	\$75.08	\$100.10	\$32.69	\$82.74	\$107.77	\$132.79	\$65.56	\$98.34	\$131.12	\$15.35	\$80.91	\$113.69	\$146.47	(\$1.83)	\$0.00	\$0.00	\$0.00	(\$1.83)	\$0.00	\$0.00	\$163.06	\$237.96	\$317.28	1/1/2021	6/30/2021		\$	65.56	N/A
	PW Work	\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$65.56	\$98.34	\$131.12	\$15.35	\$80.91	\$113.69	\$146.47	(\$4.28)	\$0.00	\$0.00	\$0.00	(\$4.28)	\$0.00	\$0.00	\$168.99	\$237.96	\$317.28	7/1/2021	12/31/2021	0.00%	\$	65.56	
		\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$68.18	\$102.27	\$136.36	\$15.35	\$83.53	\$117.62	\$151.71	(\$1.66)	\$0.00	\$0.00	\$0.00	(\$1.66)	\$0.00	\$0.00	\$168.99	\$247.47	\$329.96	1/1/2022	12/31/2022	4.00%	\$	68.18	
		\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$70.91	\$106.37	\$141.82	\$15.35	\$86.26	\$121.72	\$157.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$171.59	\$257.38	\$343.17	1/1/2023	12/31/2023	4.00%	\$	70.91		
		\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$73.75	\$110.63	\$147.50	\$15.35	\$89.10	\$125.98	\$162.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$178.46	\$267.69	\$356.92	1/1/2024	12/31/2024	4.00%	\$	73.75		
NC-63-3-9-2020-2	SHIFT	\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$76.70	\$115.05	\$153.40	\$15.35	\$92.05	\$130.40	\$168.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$185.60	\$278.40	\$371.19	1/1/2025	12/31/2025	4.00%	\$	76.70		
Vicki Hayler SWPPP/Inspector Construction Inspector, Grp 2 Non-Exempt Full Time NC-63-3-9-2020-2	FIELD	\$56.31	\$84.47	\$112.62	\$32.69	\$89.00	\$117.16	\$145.31	\$65.56	\$98.34	\$131.12	\$15.35	\$80.91	\$113.69	\$146.47	(\$8.09)	(\$3.46)	\$0.00	\$0.00	(\$8.09)	(\$3.46)	\$0.00	\$178.21	\$246.34	\$317.28	1/1/2021	6/30/2021		\$	65.56	N/A
	PW Work	\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$65.56	\$98.34	\$131.12	\$15.35	\$80.91	\$113.69	\$146.47	(\$10.72)	(\$6.92)	(\$3.12)	\$0.00	(\$10.72)	(\$6.92)	(\$3.12)	\$184.57	\$254.70	\$324.82	7/1/2021	12/31/2021	0.00%	\$	65.56	
		\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$68.18	\$102.27	\$136.36	\$15.35	\$83.53	\$117.62	\$151.71	(\$8.10)	(\$2.99)	\$0.00	\$0.00	(\$8.10)	(\$2.99)	\$0.00	\$184.57	\$254.70	\$329.96	1/1/2022	12/31/2022	4.00%	\$	68.18	
		\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$70.91	\$106.37	\$141.82	\$15.35	\$86.26	\$121.72	\$157.17	(\$5.37)	\$0.00	\$0.00	\$0.00	(\$5.37)	\$0.00	\$0.00	\$184.57	\$257.38	\$343.17	1/1/2023	12/31/2023	4.00%	\$	70.91	
		\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$73.75	\$110.63	\$147.50	\$15.35	\$89.10	\$125.98	\$162.85	(\$2.53)	\$0.00	\$0.00	\$0.00	(\$2.53)	\$0.00	\$0.00	\$184.57	\$267.69	\$356.92	1/1/2024	12/31/2024	4.00%	\$	73.75	
NC-63-3-9-2020-2	SHIFT	\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$76.70	\$115.05	\$153.40	\$15.35	\$92.05	\$130.40	\$168.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$185.60	\$278.40	\$371.19	1/1/2025	12/31/2025	4.00%	\$	76.70		
Vicki Hayler SWPPP/Inspector Non-Exempt Full Time	FIELD																						\$158.64	\$237.96	\$317.28	1/1/2021	6/30/2021		\$	65.56	N/A
	Non-PW																						\$158.64	\$237.96	\$317.28	7/1/2021	12/31/2021	0.00%	\$	65.56	
																							\$164.98	\$247.47	\$329.96	1/1/2022	12/31/2022	4.00%	\$	68.18	
																							\$171.59	\$257.38	\$343.17	1/1/2023	12/31/2023	4.00%	\$	70.91	
																								\$178.46	\$267.69	\$356.92	1/1/2024	12/31/2024	4.00%	\$	
NC-63-3-9-2020-2																						\$185.60	\$278.40	\$371.19	1/1/2025	12/31/2025	4.00%	\$	76.70		
Keith Hixson SWPPP/Inspector Construction Inspector, Grp 2 Non-Exempt Full Time NC-63-3-9-2020-2	FIELD	\$50.05	\$75.08	\$100.10	\$32.69	\$82.74	\$107.77	\$132.79	\$70.81	\$106.22	\$141.62	\$11.49	\$82.30	\$117.70	\$153.11	(\$0.44)	\$0.00	\$0.00	\$0.00	(\$0.44)	\$0.00	\$0.00	\$172.42	\$257.02	\$342.69	1/1/2021	6/30/2021		\$	70.81	N/A
	PW Work	\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$70.81	\$106.22	\$141.62	\$11.49	\$82.30	\$117.70	\$153.11	(\$2.89)	\$0.00	\$0.00	\$0.00	(\$2.89)	\$0.00	\$0.00	\$178.35	\$257.02	\$342.69	7/1/2021	12/31/2021	0.00%	\$	70.81	
		\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$73.64	\$110.46	\$147.28	\$11.49	\$85.13	\$121.95	\$158.77	(\$0.06)	\$0.00	\$0.00	\$0.00	(\$0.06)	\$0.00	\$0.00	\$178.35	\$267.29	\$356.39	1/1/2022	12/31/2022	4.00%	\$	73.64	
		\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$76.59	\$114.89	\$153.18	\$11.49	\$88.08	\$126.37	\$164.67	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$185.33	\$278.00	\$370.66	1/1/2023	12/31/2023	4.00%	\$	76.59		
		\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$79.65	\$119.48	\$159.30	\$11.49	\$91.14	\$130.96	\$170.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$192.74	\$289.10	\$385.47	1/1/2024	12/31/2024	4.00%	\$	79.65		
NC-63-3-9-2020-2	SHIFT	\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$82.84	\$124.26	\$165.68	\$11.49	\$94.33	\$135.75	\$177.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200.45	\$300.68	\$400.91	1/1/2025	12/31/2025	4.00%	\$	82.84		
Keith Hixson SWPPP/Inspector Construction Inspector, Grp 2 Non-Exempt Full Time NC-63-3-9-2020-2	FIELD	\$56.31	\$84.47	\$112.62	\$32.69	\$89.00	\$117.16	\$145.31	\$70.81	\$106.22	\$141.62	\$11.49	\$82.30	\$117.70	\$153.11	(\$6.70)	\$0.00	\$0.00	\$0.00	(\$6.70)	\$0.00	\$0.00	\$187.57	\$257.02	\$342.69	1/1/2021	6/30/2021		\$	70.81	N/A
	PW Work	\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$70.81	\$106.22	\$141.62	\$11.49	\$82.30	\$117.70	\$153.11	(\$9.33)	(\$2.91)	\$0.00	\$0.00	(\$9.33)	(\$2.91)	\$0.00	\$193.93	\$264.06	\$342.69	7/1/2021	12/31/2021	0.00%	\$	70.81	
		\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$73.64	\$110.46	\$147.28	\$11.49	\$85.13	\$121.95	\$158.77	(\$6.50)	\$0.00	\$0.00	\$0.00	(\$6.50)	\$0.00	\$0.00	\$193.93	\$267.29	\$356.39	1/1/2022	12/31/2022	4.00%	\$	73.64	
		\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$76.59	\$114.89	\$153.18	\$11.49	\$88.08	\$126.37	\$164.67	(\$3.55)	\$0.00	\$0.00	\$0.00	(\$3.55)	\$0.00	\$0.00	\$193.93	\$278.00	\$370.66	1/1/2023	12/31/2023	4.00%	\$	76.59	
		\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$79.65	\$119.48	\$159.30	\$11.49	\$91.14	\$130.96	\$170.79	(\$0.49)	\$0.00	\$0.00	\$0.00	(\$0.49)	\$0.00	\$0.00	\$193.93	\$289.10	\$385.47	1/1/2024	12/31/2024	4.00%	\$	79.65	
NC-63-3-9-2020-2	SHIFT	\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$82.84	\$124.26	\$165.68	\$11.49	\$94.33	\$135.75	\$177.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200.45	\$300.68	\$400.91	1/1/2025	12/31/2025	4.00%	\$	82.84		
Keith Hixson SWPPP/Inspector Non-Exempt Full Time	FIELD																						\$171.34	\$257.02	\$342.69	1/1/2021	6/30/2021		\$	70.81	N/A
	Non-PW																						\$171.34	\$257.02	\$342.69	7/1/2021	12/31/2021	0.00%	\$	70.81	
																							\$178.19	\$267.29	\$356.39	1/1/2022	12/31/2022	4.00%	\$	73.64	
																							\$185.33	\$278.00	\$370.66	1/1/2023	12/31/2023	4.00%	\$	76.59	
																								\$192.74	\$289.10	\$385.47	1/1/2024	12/31/2024	4.00%	\$	
NC-63-3-9-2020-2																						\$200.45	\$300.68	\$400.91	1/1/2025	12/31/2025	4.00%	\$	82.84		
Glenn Hurlburt RE/Inspector Construction Inspector, Grp 2 Non-Exempt Full Time NC-63-3-9-2020-2	FIELD	\$50.05	\$75.08	\$100.10	\$32.69	\$82.74	\$107.77	\$132.79	\$75.83	\$113.75	\$151.66	\$9.30	\$85.13	\$123.04	\$160.96	\$0.00	\$0.00	\$0.00	\$0.00	(\$0.06)	\$0.00	\$0.00	\$183.49	\$275.24	\$366.98	1/1/2021	6/30/2021		\$	75.83	N/A
	PW Work	\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$75.83	\$113.75	\$151.66	\$9.30	\$85.13	\$123.04	\$160.96	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$183.49	\$275.24	\$366.98	7/1/2021	12/31/2021	0.00%	\$	75.83		
		\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$78.86	\$118.29	\$157.72	\$9.30	\$88.16	\$127.59	\$167.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$190.82	\$286.24	\$381.65	1/1/2022	12/31/2022	4.00%	\$	78.86		
		\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$82.01	\$123.02	\$164.02	\$9.30	\$91.31	\$132.31	\$173.32	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$198.45	\$297.67	\$396.89	1/1/2023	12/31/2023	4.00%	\$	82.01		
		\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$85.29	\$127.94	\$170.58	\$9.30	\$94.59	\$137.23	\$179.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$206.38	\$309.57	\$412.77	1/1/2024	12/31/2024	4.00%	\$	85.29		
NC-63-3-9-2020-2	SHIFT	\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$88.70	\$133.05	\$177.40	\$9.30	\$98.00	\$142.35	\$186.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$214.63	\$321.95	\$429.27	1/1/2025	12/31/2025	4.00%	\$	88.70		
Glenn Hurlburt RE/Inspector Construction Inspector, Grp 2 Non-Exempt Full Time NC-63-3-9-2020-2	FIELD	\$56.31	\$84.47	\$112.62	\$32.69	\$89.00	\$117.16	\$145.31	\$75.83	\$113.75	\$151.66	\$9.30	\$85.13																		

COST PROPOSAL

ON-CALL CONTRACT - OH & FEE ON DELTAS, WITH PREDETERMINED INCREASE, DIRECT LABOR METHOD OF ACCOUNTING

ADM 2033 (Rev. 10/23/18)

Consultant/Subconsultant Name: Ghirardelli Associates, Inc.
 Agreement Number: Humboldt County RFQ for On-Call Professional Construction Management
 Services (RFQ No. DPW2020-002) dated September 16, 2020
 Attachment 2

Tax ID No.: 94-3395064

Date Prepared: 1/13/2021

Page No.: x of xx

Participation Amount	\$3,500,000
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Fee	=	10.00%
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FCCM	0.06%
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Applicable Multiplier Delta Base (Field)	=	2.4198
Applicable Multiplier Fringe (Field)	=	2.4198

Name/Classification	Home Office Personnel Field Office Personnel	Prevailing Wage Rate established by State DIR (only applicable for prevailing wage work)						Employee Actual Rate (fringe benefits vary year over year)						Applicable DELTA (TOTAL) = Employee Total - DIR Total			Applicable DELTA Base = DIR Rate - Employee Base Rate			Applicable DELTA FRINGE = DELTA TOTAL - DELTA BASE (Employee - DIR)			Loaded Hourly Billing Rates			Effective Date of Hourly Rate [RFQ date: 12/16/2020]		% Escalation Increase	Actual Hourly Rate	Hourly Range for Class		
		Base Salary			Fringe Benefits	Total Base Salary + Fringe Benefits			Base Salary			Actual Fringe	Total = Base + Fringe												From	To						
		Straight	1.5 OT	2.0 OT		Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT		Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	OT (1.5x)	OT (2x)								
Donna James	FIELD	\$50.05	\$75.08	\$100.10	\$32.69	\$82.74	\$107.77	\$132.79	\$65.50	\$98.25	\$131.00	\$17.25	\$82.75	\$115.50	\$148.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$158.50	\$237.74	\$316.99	1/1/2021	6/30/2021		\$ 65.50	N/A		
SWPPP/Inspector	PW Work	\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$65.50	\$98.25	\$131.00	\$17.25	\$82.75	\$115.50	\$148.25	(\$2.44)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$164.39	\$237.74	\$316.99	7/1/2021	12/31/2021	0.00%	\$ 65.50			
Construction Inspector, Grp 2		\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$68.12	\$102.18	\$136.24	\$17.25	\$85.37	\$119.43	\$153.49	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$164.84	\$247.25	\$329.67	1/1/2022	12/31/2022	4.00%	\$ 68.12			
Non-Exempt		\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$70.84	\$106.26	\$141.68	\$17.25	\$88.09	\$123.51	\$158.93	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$171.42	\$257.13	\$342.83	1/1/2023	12/31/2023	4.00%	\$ 70.84			
Full Time		DAY	\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$73.67	\$110.51	\$147.34	\$17.25	\$90.92	\$127.76	\$164.59	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$178.27	\$267.40	\$356.53	1/1/2024	12/31/2024	4.00%		\$ 73.67	
NC-63-3-9-2020-2		SHIFT	\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$76.62	\$114.93	\$153.24	\$17.25	\$93.87	\$132.18	\$170.49	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$185.40	\$278.11	\$370.81	1/1/2025	12/31/2025	4.00%		\$ 76.62	
Donna James	FIELD	\$56.31	\$84.47	\$112.62	\$32.69	\$89.00	\$117.16	\$145.31	\$65.50	\$98.25	\$131.00	\$17.25	\$82.75	\$115.50	\$148.25	(\$6.25)	(\$1.65)	\$0.00	\$0.00	\$0.00	\$0.00	(\$6.25)	(\$1.65)	\$0.00	\$173.61	\$241.74	\$316.99	1/1/2021	6/30/2021		\$ 65.50	N/A
SWPPP/Inspector	PW Work	\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$65.50	\$98.25	\$131.00	\$17.25	\$82.75	\$115.50	\$148.25	(\$8.88)	(\$5.11)	(\$1.34)	\$0.00	\$0.00	\$0.00	(\$8.88)	(\$5.11)	(\$1.34)	\$179.97	\$250.10	\$320.22	7/1/2021	12/31/2021	0.00%	\$ 65.50	
Construction Inspector, Grp 2		\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$68.12	\$102.18	\$136.24	\$17.25	\$85.37	\$119.43	\$153.49	(\$6.26)	(\$1.18)	\$0.00	\$0.00	\$0.00	\$0.00	(\$6.26)	(\$1.18)	\$0.00	\$179.97	\$250.10	\$329.67	1/1/2022	12/31/2022	4.00%	\$ 68.12	
Non-Exempt		\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$70.84	\$106.26	\$141.68	\$17.25	\$88.09	\$123.51	\$158.93	(\$3.54)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$179.97	\$257.13	\$342.83	1/1/2023	12/31/2023	4.00%	\$ 70.84			
Full Time		NIGHT	\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$73.67	\$110.51	\$147.34	\$17.25	\$90.92	\$127.76	\$164.59	(\$0.71)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$179.97	\$267.40	\$356.53	1/1/2024	12/31/2024	4.00%	\$ 73.67		
NC-63-3-9-2020-2		SHIFT	\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$76.62	\$114.93	\$153.24	\$17.25	\$93.87	\$132.18	\$170.49	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$185.40	\$278.11	\$370.81	1/1/2025	12/31/2025	4.00%	\$ 76.62		
Donna James	FIELD																					\$158.50	\$237.74	\$316.99	1/1/2021	6/30/2021		\$ 65.50	N/A			
SWPPP/Inspector	Non-PW																					\$158.50	\$237.74	\$316.99	7/1/2021	12/31/2021	0.00%	\$ 65.50				
																						\$164.84	\$247.25	\$329.67	1/1/2022	12/31/2022	4.00%	\$ 68.12				
Non-Exempt																							\$171.42	\$257.13	\$342.83	1/1/2023	12/31/2023	4.00%		\$ 70.84		
Full Time																							\$178.27	\$267.40	\$356.53	1/1/2024	12/31/2024	4.00%		\$ 73.67		
																							\$185.40	\$278.11	\$370.81	1/1/2025	12/31/2025	4.00%		\$ 76.62		
John Kooy	FIELD	\$50.05	\$75.08	\$100.10	\$32.69	\$82.74	\$107.77	\$132.79	\$74.30	\$111.45	\$148.60	\$9.14	\$83.44	\$120.59	\$157.74	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$179.79	\$269.68	\$359.58	1/1/2021	6/30/2021		\$ 74.30	N/A		
Inspector	PW Work	\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$74.30	\$111.45	\$148.60	\$9.14	\$83.44	\$120.59	\$157.74	(\$1.75)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$184.03	\$269.68	\$359.58	7/1/2021	12/31/2021	0.00%	\$ 74.30			
Construction Inspector, Grp 2		\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$77.27	\$115.91	\$154.54	\$9.14	\$86.41	\$125.04	\$163.68	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$186.98	\$280.46	\$373.95	1/1/2022	12/31/2022	4.00%	\$ 77.27			
Non-Exempt		\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$80.36	\$120.54	\$160.72	\$9.14	\$89.50	\$129.68	\$169.86	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$194.45	\$291.68	\$388.91	1/1/2023	12/31/2023	4.00%	\$ 80.36			
Full Time		DAY	\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$83.57	\$125.36	\$167.14	\$9.14	\$92.71	\$134.49	\$176.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$202.22	\$303.33	\$404.44	1/1/2024	12/31/2024	4.00%		\$ 83.57	
NC-63-3-9-2020-2		SHIFT	\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$86.91	\$130.37	\$173.82	\$9.14	\$96.05	\$139.50	\$182.96	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$210.30	\$315.45	\$420.61	1/1/2025	12/31/2025	4.00%		\$ 86.91	
John Kooy	FIELD	\$56.31	\$84.47	\$112.62	\$32.69	\$89.00	\$117.16	\$145.31	\$74.30	\$111.45	\$148.60	\$9.14	\$83.44	\$120.59	\$157.74	(\$5.56)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$193.25	\$269.68	\$359.58	1/1/2021	6/30/2021		\$ 74.30	N/A		
Inspector	PW Work	\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$74.30	\$111.45	\$148.60	\$9.14	\$83.44	\$120.59	\$157.74	(\$8.19)	(\$0.02)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$199.62	\$269.74	\$359.58	7/1/2021	12/31/2021	0.00%	\$ 74.30			
Construction Inspector, Grp 2		\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$77.27	\$115.91	\$154.54	\$9.14	\$86.41	\$125.04	\$163.68	(\$5.22)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$199.62	\$280.46	\$373.95	1/1/2022	12/31/2022	4.00%	\$ 77.27			
Non-Exempt		\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$80.36	\$120.54	\$160.72	\$9.14	\$89.50	\$129.68	\$169.86	(\$2.13)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$199.62	\$291.68	\$388.91	1/1/2023	12/31/2023	4.00%	\$ 80.36			
Full Time		NIGHT	\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$83.57	\$125.36	\$167.14	\$9.14	\$92.71	\$134.49	\$176.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$202.22	\$303.33	\$404.44	1/1/2024	12/31/2024	4.00%		\$ 83.57	
NC-63-3-9-2020-2		SHIFT	\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$86.91	\$130.37	\$173.82	\$9.14	\$96.05	\$139.50	\$182.96	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$210.30	\$315.45	\$420.61	1/1/2025	12/31/2025	4.00%		\$ 86.91	
John Kooy	FIELD																					\$179.79	\$269.68	\$359.58	1/1/2021	6/30/2021		\$ 74.30	N/A			
Inspector	Non-PW																					\$179.79	\$269.68	\$359.58	7/1/2021	12/31/2021	0.00%	\$ 74.30				
																							\$186.98	\$280.46	\$373.95	1/1/2022	12/31/2022	4.00%		\$ 77.27		
Non-Exempt																							\$194.45	\$291.68	\$388.91	1/1/2023	12/31/2023	4.00%		\$ 80.36		
Full Time																							\$202.22	\$303.33	\$404.44	1/1/2024	12/31/2024	4.00%		\$ 83.57		
																							\$210.30	\$315.45	\$420.61	1/1/2025	12/31/2025	4.00%		\$ 86.91		
Ernest Leo	FIELD	\$50.05	\$75.08	\$100.10	\$32.69	\$82.74	\$107.77	\$132.79	\$66.83	\$100.25	\$133.66	\$8.07	\$74.90	\$108.32	\$141.73	(\$7.84)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$180.68	\$242.57	\$323.43	1/1/2021	6/30/2021		\$ 66.83	N/A		
SWPPP/Inspector	PW Work	\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$66.83	\$100.25	\$133.66	\$8.07	\$74.90	\$108.32	\$141.73	(\$10.29)	(\$2.63)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$186.61	\$248.94	\$323.43	7/1/2021	12/31/2021	0.00%	\$ 66.83			
Construction Inspector, Grp 2		\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$69.50	\$104.25	\$139.00	\$8.07	\$77.57	\$112.32	\$147.07	(\$7.62)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$186.61	\$252.26	\$336.35	1/1/2022	12/31/2022	4.00%	\$ 69.50			
Non-Exempt		\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$72.28	\$108.42	\$144.56	\$8.07	\$80.35	\$116.49	\$152.63	(\$4.84)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$186.61	\$262.35	\$349.80	1/1/2023	12/31/2023	4.00%	\$ 72.28			
Full Time		DAY	\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$75.17	\$112.76	\$150.34	\$8.07	\$83.24	\$120.83	\$158.41	(\$1.95)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$186.61	\$272.84	\$363.79	1/1/2024	12/31/2024	4.00%		\$ 75.17	
NC-63-3-9-2020-2		SHIFT	\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$78.18	\$117.27	\$156.36	\$8.07	\$86.25	\$125.34	\$164.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$189.18	\$283.77	\$378.36	1/1/2025	12/31/2025	4.00%		\$ 78.18	
Ernest Leo	FIELD	\$56.31	\$84.47	\$112.62	\$32.69	\$89.00	\$117.16	\$145.31	\$66.83	\$100.25	\$133.66	\$8.07	\$74.90	\$108.32	\$141.73	(\$14.10)	(\$8.84)	(\$3.58)	\$0.00	\$0.00	\$0.00	\$0.00	\$195.83	\$263.96	\$332.09	1/1/2021	6/30/2021		\$ 66.83	N/A		

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

COST PROPOSAL

ON-CALL CONTRACT - OH & FEE ON DELTAS, WITH PREDETERMINED INCREASE, DIRECT LABOR METHOD OF ACCOUNTING

ADM 2033 (Rev. 10/23/18)

NORTHERN CALIFORNIA	SOUTHERN CALIFORNIA
NC-63-3-9-2020-2	SC-23-63-2-2020-2D, -2D1, -2D2

Participation Amount \$3,500,000

Consultant/Subconsultant Name: Ghirardelli Associates, Inc.
Agreement Number: Humboldt County RFQ for On-Call Professional Construction Management
Services (RFQ No. DPW2020-002) dated September 16, 2020
Attachment 2
Tax ID No.: 94-3395064
Date Prepared: 1/13/2021
Page No.: x of xx

Loaded Billing Rate Calculations:
Non Exempt Employee Loaded Billing Rates
A) Straight Time (ST) Loaded Billing Rate = [Actual Hourly Rate + ST Delta Base + ST Delta Fringe] * [(1 + Field OH) * (1 + Fee)]
B) ST Loaded Billing Rate + (1.5 Base PW Rate - ST Base PW Rate) * [(1+Field OH) * (1+Fee)] or ST Loaded Billing Rate + (2.0 Base PW Rate - ST Base PW Rate) * [(1+Field OH) * (1+Fee)]
Exempt Employee Loaded Billing Rates - Compensated for PW OT:
C) Straight Time (ST) Loaded Billing Rate = [Actual Hourly Rate + ST Delta Base + ST Delta Fringe] * [(1 + Field OH) * (1 + Fee)]
D) ST Loaded Billing Rate + (1.5 Base PW Rate - ST Base PW Rate) * [(1+Field OH) * (1+Fee)] or ST Loaded Billing Rate + (2.0 Base PW Rate - ST Base PW Rate) * [(1+Field OH) * (1+Fee)]
The PW Deltas (Base & Fringe) above for Loaded Billing Rates, are applicable for services covered under DIR deternations. Includes Exempt employees who are normally not paid for OT worked, per company policy
Exempt Employee Loaded Billing Rates - Not Compensated for OT (Uncompensated OT):
E) ST Loaded Billing Rate = Actual Hourly Rate * [(1 + Home OH) * (1 + Fee)]
F) No Overtime. (Columns are shaded out.)
Exempt Employee Loaded Billing Rates - Compensated for OT @ ST Rate:
G) ST Loaded Billing Rate = Actual Hourly Rate * [(1 + Home OH) * (1 + Fee)]
H) ST Loaded Billing Rate + (1.5 x 0) or ST Loaded Billing Rate + (2.0 x 0)

Home Office Personnel:		Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	47.69%	+	72.29%	+	0.00% = 119.98%
OVERTIME	47.69%	+	72.29%	+	0.00% = 119.98%
Field Office Personnel:		Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	47.69%	+	72.29%	+	0.00% = 119.98%
OVERTIME	47.69%	+	72.29%	+	0.00% = 119.98%
Project Specific		Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	47.69%	+	72.29%	+	0.00% = 119.98%
OVERTIME	47.69%	+	72.29%	+	0.00% = 119.98%
Fee					= 10.00%
FCCM					0.06%

Name/Classification	Home Office Personnel Field Office Personnel	Prevailing Wage Rate established by State DIR (only applicable for prevailing wage work)						Employee Actual Rate (fringe benefits vary year over year)						Applicable DELTA (TOTAL) = Employee Total - DIR Total			Applicable DELTA Base = DIR Rate - Employee Base Rate			Applicable DELTA FRINGE = DELTA TOTAL - DELTA BASE (Employee - DIR)			Loaded Hourly Billing Rates			Effective Date of Hourly Rate [RFQ date: 12/16/2020]		% Escalation Increase	Actual Hourly Rate	Hourly Range for Class
		Base Salary			Fringe Benefits	Total Base Salary + Fringe Benefits			Base Salary			Actual Fringe	Total = Base + Fringe													From	To			
		Straight	1.5 OT	2.0 OT		Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT		Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	OT (1.5x)	OT (2x)	From	To				
Matthew McKeon RE/SR/SWPPP Construction Inspector, Grp 2 Non-Exempt Full Time NC-63-3-9-2020-2	FIELD PW Work DAY SHIFT	\$50.05	\$75.08	\$100.10	\$32.69	\$82.74	\$107.77	\$132.79	\$89.60	\$134.40	\$179.20	\$10.78	\$100.38	\$145.18	\$189.98	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$216.81	\$325.22	\$433.62	1/1/2021	6/30/2021		\$ 89.60	N/A
		\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$89.60	\$134.40	\$179.20	\$10.78	\$100.38	\$145.18	\$189.98	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$216.81	\$325.22	\$433.62	7/1/2021	12/31/2021	0.00%	\$ 89.60	
		\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$93.18	\$139.77	\$186.36	\$10.78	\$103.96	\$150.55	\$197.14	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$225.48	\$338.21	\$450.95	1/1/2022	12/31/2022	4.00%	\$ 93.18	
		\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$96.91	\$145.37	\$193.82	\$10.78	\$107.69	\$156.14	\$204.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$234.50	\$351.75	\$469.00	1/1/2023	12/31/2023	4.00%	\$ 96.91	
		\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$100.79	\$151.19	\$201.58	\$10.78	\$111.57	\$161.96	\$212.36	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$243.89	\$365.83	\$487.78	1/1/2024	12/31/2024	4.00%	\$ 100.79	
		\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$104.82	\$157.23	\$209.64	\$10.78	\$115.60	\$168.01	\$220.42	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$253.64	\$380.46	\$507.28	1/1/2025	12/31/2025	4.00%	\$ 104.82	
Matthew McKeon RE/SR/SWPPP Construction Inspector, Grp 2 Non-Exempt Full Time NC-63-3-9-2020-2	FIELD PW Work NIGHT SHIFT	\$56.31	\$84.47	\$112.62	\$32.69	\$89.00	\$117.16	\$145.31	\$89.60	\$134.40	\$179.20	\$10.78	\$100.38	\$145.18	\$189.98	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$216.81	\$325.22	\$433.62	1/1/2021	6/30/2021		\$ 89.60	N/A
		\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$89.60	\$134.40	\$179.20	\$10.78	\$100.38	\$145.18	\$189.98	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$216.81	\$325.22	\$433.62	7/1/2021	12/31/2021	0.00%	\$ 89.60	
		\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$93.18	\$139.77	\$186.36	\$10.78	\$103.96	\$150.55	\$197.14	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$225.48	\$338.21	\$450.95	1/1/2022	12/31/2022	4.00%	\$ 93.18	
		\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$96.91	\$145.37	\$193.82	\$10.78	\$107.69	\$156.14	\$204.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$234.50	\$351.75	\$469.00	1/1/2023	12/31/2023	4.00%	\$ 96.91	
		\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$100.79	\$151.19	\$201.58	\$10.78	\$111.57	\$161.96	\$212.36	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$243.89	\$365.83	\$487.78	1/1/2024	12/31/2024	4.00%	\$ 100.79	
		\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$104.82	\$157.23	\$209.64	\$10.78	\$115.60	\$168.01	\$220.42	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$253.64	\$380.46	\$507.28	1/1/2025	12/31/2025	4.00%	\$ 104.82	
Matthew McKeon RE/SR/SWPPP Non-Exempt Full Time	FIELD Non-PW																						\$216.81	\$325.22	\$433.62	1/1/2021	6/30/2021		\$ 89.60	N/A
																							\$216.81	\$325.22	\$433.62	7/1/2021	12/31/2021	0.00%	\$ 89.60	
																							\$225.48	\$338.21	\$450.95	1/1/2022	12/31/2022	4.00%	\$ 93.18	
																							\$234.50	\$351.75	\$469.00	1/1/2023	12/31/2023	4.00%	\$ 96.91	
																							\$243.89	\$365.83	\$487.78	1/1/2024	12/31/2024	4.00%	\$ 100.79	
																							\$253.64	\$380.46	\$507.28	1/1/2025	12/31/2025	4.00%	\$ 104.82	
Richard Melvin RE/OE/Inspector Construction Inspector, Grp 2 Non-Exempt Full Time NC-63-3-9-2020-2	FIELD PW Work DAY SHIFT	\$50.05	\$75.08	\$100.10	\$32.69	\$82.74	\$107.77	\$132.79	\$77.25	\$115.88	\$154.50	\$10.64	\$87.89	\$126.52	\$165.14	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$186.93	\$280.39	\$373.86	1/1/2021	6/30/2021		\$ 77.25	N/A
		\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$77.25	\$115.88	\$154.50	\$10.64	\$87.89	\$126.52	\$165.14	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$186.93	\$280.39	\$373.86	7/1/2021	12/31/2021	0.00%	\$ 77.25	
		\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$80.34	\$120.51	\$160.68	\$10.64	\$90.98	\$131.15	\$171.32	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$194.41	\$291.61	\$388.81	1/1/2022	12/31/2022	4.00%	\$ 80.34	
		\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$83.55	\$125.33	\$167.10	\$10.64	\$94.19	\$135.97	\$177.74	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$202.17	\$303.26	\$404.35	1/1/2023	12/31/2023	4.00%	\$ 83.55	
		\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$86.89	\$130.34	\$173.78	\$10.64	\$97.53	\$140.98	\$184.42	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$210.25	\$315.38	\$420.51	1/1/2024	12/31/2024	4.00%	\$ 86.89	
		\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$90.37	\$135.56	\$180.74	\$10.64	\$101.01	\$146.20	\$191.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$218.68	\$328.01	\$437.35	1/1/2025	12/31/2025	4.00%	\$ 90.37	
Richard Melvin RE/OE/Inspector Construction Inspector, Grp 2 Non-Exempt Full Time NC-63-3-9-2020-2	FIELD PW Work NIGHT SHIFT	\$56.31	\$84.47	\$112.62	\$32.69	\$89.00	\$117.16	\$145.31	\$77.25	\$115.88	\$154.50	\$10.64	\$87.89	\$126.52	\$165.14	(\$1.11)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$189.61	\$280.39	\$373.86	1/1/2021	6/30/2021		\$ 77.25	N/A
		\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$77.25	\$115.88	\$154.50	\$10.64	\$87.89	\$126.52	\$165.14	(\$3.74)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$195.98	\$280.39	\$373.86	7/1/2021	12/31/2021	0.00%	\$ 77.25	
		\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$80.34	\$120.51	\$160.68	\$10.64	\$90.98	\$131.15	\$171.32	(\$0.65)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$195.98	\$291.61	\$388.81	1/1/2022	12/31/2022	4.00%	\$ 80.34	
		\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$83.55	\$125.33	\$167.10	\$10.64	\$94.19	\$135.97	\$177.74	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$202.17	\$303.26	\$404.35	1/1/2023	12/31/2023	4.00%	\$ 83.55	
		\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$86.89	\$130.34	\$173.78	\$10.64	\$97.53	\$140.98	\$184.42	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$210.25	\$315.38	\$420.51	1/1/2024	12/31/2024	4.00%	\$ 86.89	
		\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$90.37	\$135.56	\$180.74	\$10.64	\$101.01	\$146.20	\$191.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$218.68	\$328.01	\$437.35	1/1/2025	12/31/2025	4.00%	\$ 90.37	
Richard Melvin RE/OE/Inspector Non-Exempt Full Time	FIELD Non-PW																						\$186.93	\$280.39	\$373.86	1/1/2021	6/30/2021		\$ 77.25	N/A
																							\$186.93	\$280.39	\$373.86	7/1/2021	12/31/2021	0.00%	\$ 77.25	
																							\$194.41	\$291.61	\$388.81	1/1/2022	12/31/2022	4.00%	\$ 80.34	
																							\$202.17	\$303.26	\$404.35	1/1/2023	12/31/2023	4.00%	\$ 83.55	
																							\$210.25	\$315.38	\$420.51	1/1/2024	12/31/2024	4.00%	\$ 86.89	
																							\$218.68	\$328.01	\$437.35	1/1/2025	12/31/2025	4.00%	\$ 90.37	
James Osier OE/Inspector Construction Inspector, Grp 2 Non-Exempt Full Time NC-63-3-9-2020-2	FIELD PW Work DAY SHIFT	\$50.05	\$75.08	\$100.10	\$32.69	\$82.74	\$107.77	\$132.79	\$71.03	\$106.55	\$142.06	\$8.51	\$79.54	\$115.05	\$150.57	(\$3.20)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$179.63	\$257.82	\$343.75	1/1/2021	6/30/2021		\$ 71.03	N/A
		\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$71.03	\$106.55	\$142.06	\$8.51	\$79.54	\$115.05	\$150.57	(\$5.65)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$185.55	\$257.82	\$343.75	7/1/2021	12/31/2021	0.00%	\$ 71.03	
		\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$73.87	\$110.81	\$147.74	\$8.51	\$82.38	\$119.31	\$156.25	(\$2.81)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$185.55	\$268.12	\$357.50	1/1/2022	12/31/2022	4.00%	\$ 73.87	
		\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$76.82	\$115.23	\$153.64	\$8.51	\$85.33	\$123.74	\$162.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$185.89	\$278.83	\$371.77	1/1/2023	12/31/2023	4.00%	\$ 76.82	
		\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$79.89	\$119.84	\$159.78	\$8.51	\$88.40	\$128.34	\$168.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$193.32	\$289.97	\$386.63	1/1/2024	12/31/2024	4.00%	\$ 79.89	
		\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$83.09	\$124.64	\$166.18	\$8.51	\$91.60	\$133.14	\$174.69	\$0.00	\$													

COST PROPOSAL

ON-CALL CONTRACT - OH & FEE ON DELTAS, WITH PREDETERMINED INCREASE, DIRECT LABOR METHOD OF ACCOUNTING

ADM 2033 (Rev. 10/23/18)

Consultant/Subconsultant Name: Ghirardelli Associates, Inc.
 Agreement Number: Humboldt County RFQ for On-Call Professional Construction Management
 Services (RFQ No. DPW2020-002) dated September 16, 2020
 Attachment 2

Tax ID No.: 94-3395064

Date Prepared: 1/13/2021

Page No.: x of xx

Participation Amount	\$3,500,000
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Home Office Personnel:		Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	47.69%	+	72.29%	0.00%	119.98%
OVERTIME	47.69%	+	72.29%	0.00%	119.98%
Field Office Personnel:		Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	47.69%	+	72.29%	0.00%	119.98%
OVERTIME	47.69%	+	72.29%	0.00%	119.98%
Project Specific		Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	47.69%	+	72.29%	0.00%	119.98%
OVERTIME	47.69%	+	72.29%	0.00%	119.98%
Fee					10.00%
FCCM					0.06%

Name/Classification	Home Office Personnel Field Office Personnel	Prevailing Wage Rate established by State DIR (only applicable for prevailing wage work)						Employee Actual Rate (fringe benefits vary year over year)						Applicable DELTA (TOTAL) = Employee Total - DIR Total			Applicable DELTA Base = DIR Rate - Employee Base Rate			Applicable DELTA FRINGE = DELTA TOTAL - DELTA BASE (Employee - DIR)			Loaded Hourly Billing Rates			Effective Date of Hourly Rate [RFQ date: 12/16/2020]		% Escalation Increase	Actual Hourly Rate	Hourly Range for Class			
		Base Salary			Fringe Benefits	Total Base Salary + Fringe Benefits			Base Salary			Actual Fringe	Total = Base + Fringe												From	To							
		Straight	1.5 OT	2.0 OT		Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT		Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	OT (1.5x)	OT (2x)									
Jeffery Smith	FIELD	\$50.05	\$75.08	\$100.10	\$32.69	\$82.74	\$107.77	\$132.79	\$71.07	\$106.61	\$142.14	\$12.00	\$83.07	\$118.61	\$154.14	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$171.97	\$257.96	\$343.95	1/1/2021	6/30/2021		\$ 71.07	N/A		
Inspector	PW Work	\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$71.07	\$106.61	\$142.14	\$12.00	\$83.07	\$118.61	\$154.14	(\$2.12)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$177.10	\$257.96	\$343.95	7/1/2021	12/31/2021	0.00%	\$ 71.07			
Construction Inspector, Grp 2		\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$73.91	\$110.87	\$147.82	\$12.00	\$85.91	\$122.87	\$159.82	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$178.85	\$268.27	\$357.69	1/1/2022	12/31/2022	4.00%	\$ 73.91			
Non-Exempt		\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$76.87	\$115.31	\$153.74	\$12.00	\$88.87	\$127.31	\$165.74	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$186.01	\$279.01	\$372.02	1/1/2023	12/31/2023	4.00%	\$ 76.87			
Full Time		DAY	\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$79.94	\$119.91	\$159.88	\$12.00	\$91.94	\$131.91	\$171.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$193.44	\$290.16	\$386.87	1/1/2024	12/31/2024	4.00%		\$ 79.94	
NC-63-3-9-2020-2	SHIFT	\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$83.14	\$124.71	\$166.28	\$12.00	\$95.14	\$136.71	\$178.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$201.18	\$301.77	\$402.36	1/1/2025	12/31/2025	4.00%	\$ 83.14			
Jeffery Smith	FIELD	\$56.31	\$84.47	\$112.62	\$32.69	\$89.00	\$117.16	\$145.31	\$71.07	\$106.61	\$142.14	\$12.00	\$83.07	\$118.61	\$154.14	(\$5.93)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$186.32	\$257.96	\$343.95	1/1/2021	6/30/2021		\$ 71.07	N/A		
Inspector	PW Work	\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$71.07	\$106.61	\$142.14	\$12.00	\$83.07	\$118.61	\$154.14	(\$8.56)	(\$2.01)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$192.69	\$262.81	\$343.95	7/1/2021	12/31/2021	0.00%	\$ 71.07			
Construction Inspector, Grp 2		\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$73.91	\$110.87	\$147.82	\$12.00	\$85.91	\$122.87	\$159.82	(\$5.72)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$192.69	\$268.27	\$357.69	1/1/2022	12/31/2022	4.00%	\$ 73.91			
Non-Exempt		\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$76.87	\$115.31	\$153.74	\$12.00	\$88.87	\$127.31	\$165.74	(\$2.76)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$192.69	\$279.01	\$372.02	1/1/2023	12/31/2023	4.00%	\$ 76.87			
Full Time		NIGHT	\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$79.94	\$119.91	\$159.88	\$12.00	\$91.94	\$131.91	\$171.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$193.44	\$290.16	\$386.87	1/1/2024	12/31/2024	4.00%		\$ 79.94	
NC-63-3-9-2020-2	SHIFT	\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$83.14	\$124.71	\$166.28	\$12.00	\$95.14	\$136.71	\$178.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$201.18	\$301.77	\$402.36	1/1/2025	12/31/2025	4.00%	\$ 83.14			
Jeffery Smith	FIELD																						\$171.97	\$257.96	\$343.95	1/1/2021	6/30/2021		\$ 71.07	N/A			
Inspector	Non-PW																						\$171.97	\$257.96	\$343.95	7/1/2021	12/31/2021	0.00%	\$ 71.07				
Non-Exempt																							\$178.85	\$268.27	\$357.69	1/1/2022	12/31/2022	4.00%	\$ 73.91				
Full Time																							\$186.01	\$279.01	\$372.02	1/1/2023	12/31/2023	4.00%	\$ 76.87				
																								\$193.44	\$290.16	\$386.87	1/1/2024	12/31/2024	4.00%		\$ 79.94		
																							\$201.18	\$301.77	\$402.36	1/1/2025	12/31/2025	4.00%	\$ 83.14				
Michael Strahan	FIELD	\$50.05	\$75.08	\$100.10	\$32.69	\$82.74	\$107.77	\$132.79	\$65.60	\$98.40	\$131.20	\$13.79	\$79.39	\$112.19	\$144.99	(\$3.35)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$166.84	\$238.11	\$317.48	1/1/2021	6/30/2021		\$ 65.60	N/A		
Inspector	PW Work	\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$65.60	\$98.40	\$131.20	\$13.79	\$79.39	\$112.19	\$144.99	(\$5.80)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$172.77	\$238.11	\$317.48	7/1/2021	12/31/2021	0.00%	\$ 65.60			
Construction Inspector, Grp 2		\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$68.22	\$102.33	\$136.44	\$13.79	\$82.01	\$116.12	\$150.23	(\$3.18)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$172.77	\$247.62	\$330.15	1/1/2022	12/31/2022	4.00%	\$ 68.22			
Non-Exempt		\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$70.95	\$106.43	\$141.90	\$13.79	\$84.74	\$120.22	\$155.69	(\$0.45)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$172.77	\$257.53	\$343.37	1/1/2023	12/31/2023	4.00%	\$ 70.95			
Full Time		DAY	\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$73.79	\$110.69	\$147.58	\$13.79	\$87.58	\$124.48	\$161.37	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$178.56	\$267.83	\$357.11	1/1/2024	12/31/2024	4.00%		\$ 73.79	
NC-63-3-9-2020-2	SHIFT	\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$76.74	\$115.11	\$153.48	\$13.79	\$90.53	\$128.90	\$167.27	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$185.69	\$278.54	\$371.39	1/1/2025	12/31/2025	4.00%	\$ 76.74			
Michael Strahan	FIELD	\$56.31	\$84.47	\$112.62	\$32.69	\$89.00	\$117.16	\$145.31	\$65.60	\$98.40	\$131.20	\$13.79	\$79.39	\$112.19	\$144.99	(\$9.61)	(\$4.96)	(\$0.32)	\$0.00	\$0.00	\$0.00	\$0.00	(\$9.61)	(\$4.96)	(\$0.32)	\$181.99	\$250.12	\$318.25	1/1/2021	6/30/2021		\$ 65.60	N/A
Inspector	PW Work	\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$65.60	\$98.40	\$131.20	\$13.79	\$79.39	\$112.19	\$144.99	(\$12.24)	(\$8.42)	(\$4.60)	\$0.00	\$0.00	\$0.00	\$0.00	(\$12.24)	(\$8.42)	(\$4.60)	\$188.35	\$258.48	\$328.60	7/1/2021	12/31/2021	0.00%	\$ 65.60	
Construction Inspector, Grp 2		\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$68.22	\$102.33	\$136.44	\$13.79	\$82.01	\$116.12	\$150.23	(\$9.62)	(\$4.49)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$188.35	\$258.48	\$330.15	1/1/2022	12/31/2022	4.00%	\$ 68.22			
Non-Exempt		\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$70.95	\$106.43	\$141.90	\$13.79	\$84.74	\$120.22	\$155.69	(\$6.89)	(\$0.39)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$188.35	\$258.48	\$343.37	1/1/2023	12/31/2023	4.00%	\$ 70.95			
Full Time		NIGHT	\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$73.79	\$110.69	\$147.58	\$13.79	\$87.58	\$124.48	\$161.37	(\$4.05)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$188.35	\$267.83	\$357.11	1/1/2024	12/31/2024	4.00%	\$ 73.79		
NC-63-3-9-2020-2	SHIFT	\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$76.74	\$115.11	\$153.48	\$13.79	\$90.53	\$128.90	\$167.27	(\$1.10)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$188.35	\$278.54	\$371.39	1/1/2025	12/31/2025	4.00%	\$ 76.74			
Michael Strahan	FIELD																						\$158.74	\$238.11	\$317.48	1/1/2021	6/30/2021		\$ 65.60	N/A			
Inspector	Non-PW																						\$158.74	\$238.11	\$317.48	7/1/2021	12/31/2021	0.00%	\$ 65.60				
Non-Exempt																							\$165.08	\$247.62	\$330.15	1/1/2022	12/31/2022	4.00%	\$ 68.22				
Full Time																							\$171.68	\$257.53	\$343.37	1/1/2023	12/31/2023	4.00%	\$ 70.95				
																								\$178.56	\$267.83	\$357.11	1/1/2024	12/31/2024	4.00%		\$ 73.79		
																							\$185.69	\$278.54	\$371.39	1/1/2025	12/31/2025	4.00%	\$ 76.74				
George Thorpe	FIELD	\$50.05	\$75.08	\$100.10	\$32.69	\$82.74	\$107.77	\$132.79	\$79.77	\$119.66	\$159.54	\$9.42	\$89.19	\$129.07	\$168.96	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$193.03	\$289.54	\$386.05	1/1/2021	6/30/2021		\$ 79.77	N/A		
Inspector	PW Work	\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$79.77	\$119.66	\$159.54	\$9.42	\$89.19	\$129.07	\$168.96	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$193.03	\$289.54	\$386.05	7/1/2021	12/31/2021	0.00%	\$ 79.77			
Construction Inspector, Grp 2		\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$82.96	\$124.44	\$165.92	\$9.42	\$92.38	\$133.86	\$175.34	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200.74	\$301.12	\$401.49	1/1/2022	12/31/2022	4.00%	\$ 82.96			
Non-Exempt		\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$86.28	\$129.42	\$172.56	\$9.42	\$95.70	\$138.84	\$181.98	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$208.78	\$313.17	\$417.56	1/1/2023	12/31/2023	4.00%	\$ 86.28			
Full Time		DAY	\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$89.73	\$134.60	\$179.46	\$9.42	\$99.15	\$144.01	\$188.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$217.13	\$325.69	\$434.25	1/1/2024	12/31/2024	4.00%		\$ 89.73	
NC-63-3-9-2020-2	SHIFT	\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$93.32	\$139.98	\$186.64	\$9.42	\$102.74	\$149.40	\$196.06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$225.81	\$338.72	\$451.63	1/1/2025	12/31/2025	4.00%	\$ 93.32			

COST PROPOSAL

ON-CALL CONTRACT - OH & FEE ON DELTAS, WITH PREDETERMINED INCREASE, DIRECT LABOR METHOD OF ACCOUNTING

ADM 2033 (Rev. 10/23/18)

Consultant/Subconsultant Name: Ghirardelli Associates, Inc.
 Agreement Number: Humboldt County RFQ for On-Call Professional Construction Management
 Services (RFQ No. DPW2020-002) dated September 16, 2020
 Attachment 2

Tax ID No.: 94-3395064

Date Prepared: 1/13/2021

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Participation Amount

\$3,500,000

Home Office Personnel:		Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	47.69%	+	72.29%	0.00%	119.98%
OVERTIME	47.69%	+	72.29%	0.00%	119.98%
Field Office Personnel:		Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	47.69%	+	72.29%	0.00%	119.98%
OVERTIME	47.69%	+	72.29%	0.00%	119.98%
Project Specific		Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	47.69%	+	72.29%	0.00%	119.98%
OVERTIME	47.69%	+	72.29%	0.00%	119.98%
Fee					10.00%
FCCM					0.06%

Name/Classification		Home Office Personnel Field Office Personnel	Prevailing Wage Rate established by State DIR (only applicable for prevailing wage work)						Employee Actual Rate (fringe benefits vary year over year)						Applicable DELTA (TOTAL) = Employee Total - DIR Total			Applicable DELTA Base = DIR Rate - Employee Base Rate			Applicable DELTA FRINGE = DELTA TOTAL - DELTA BASE (Employee - DIR)			Loaded Hourly Billing Rates			Effective Date of Hourly Rate [RFQ date: 12/16/2020]		% Escalation Increase	Actual Hourly Rate	Hourly Range for Class	
			Base Salary			Fringe Benefits	Total Base Salary + Fringe Benefits			Base Salary			Actual Fringe	Total = Base + Fringe													From					To
			Straight	1.5 OT	2.0 OT		Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT		Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	OT (1.5x)	OT (2x)	From	To					
David Waterman	FIELD		\$50.05	\$75.08	\$100.10	\$32.69	\$82.74	\$107.77	\$132.79	\$75.19	\$112.79	\$150.38	\$10.39	\$85.58	\$123.17	\$160.77	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$181.94	\$272.91	\$363.89	1/1/2021	6/30/2021		\$ 75.19	N/A		
Inspector			\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$75.19	\$112.79	\$150.38	\$10.39	\$85.58	\$123.17	\$160.77	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$181.94	\$272.91	\$363.89	7/1/2021	12/31/2021	0.00%	\$ 75.19			
Construction Inspector, Grp 2	PW Work		\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$78.20	\$117.30	\$156.40	\$10.39	\$88.59	\$127.69	\$166.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$189.23	\$283.84	\$378.45	1/1/2022	12/31/2022	4.00%	\$ 78.20			
Non-Exempt			\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$81.33	\$122.00	\$162.66	\$10.39	\$91.72	\$132.38	\$173.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$196.80	\$295.20	\$393.60	1/1/2023	12/31/2023	4.00%	\$ 81.33			
Full Time	DAY		\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$84.58	\$126.87	\$169.16	\$10.39	\$94.97	\$137.26	\$179.55	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$204.66	\$307.00	\$409.33	1/1/2024	12/31/2024	4.00%	\$ 84.58			
NC-63-3-9-2020-2	SHIFT		\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$87.96	\$131.94	\$175.92	\$10.39	\$98.35	\$142.33	\$186.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$212.84	\$319.27	\$425.69	1/1/2025	12/31/2025	4.00%	\$ 87.96			
David Waterman	FIELD		\$56.31	\$84.47	\$112.62	\$32.69	\$89.00	\$117.16	\$145.31	\$75.19	\$112.79	\$150.38	\$10.39	\$85.58	\$123.17	\$160.77	(\$3.42)	\$0.00	\$0.00	\$0.00	(\$3.42)	\$0.00	\$0.00	\$190.23	\$272.91	\$363.89	1/1/2021	6/30/2021		\$ 75.19	N/A	
Inspector			\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$75.19	\$112.79	\$150.38	\$10.39	\$85.58	\$123.17	\$160.77	(\$6.05)	\$0.00	\$0.00	\$0.00	(\$6.05)	\$0.00	\$0.00	\$196.59	\$272.91	\$363.89	7/1/2021	12/31/2021	0.00%	\$ 75.19		
Construction Inspector, Grp 2	PW Work		\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$78.20	\$117.30	\$156.40	\$10.39	\$88.59	\$127.69	\$166.79	(\$3.04)	\$0.00	\$0.00	\$0.00	(\$3.04)	\$0.00	\$0.00	\$196.59	\$283.84	\$378.45	1/1/2022	12/31/2022	4.00%	\$ 78.20		
Non-Exempt			\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$81.33	\$122.00	\$162.66	\$10.39	\$91.72	\$132.38	\$173.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$196.80	\$295.20	\$393.60	1/1/2023	12/31/2023	4.00%	\$ 81.33			
Full Time	NIGHT		\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$84.58	\$126.87	\$169.16	\$10.39	\$94.97	\$137.26	\$179.55	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$204.66	\$307.00	\$409.33	1/1/2024	12/31/2024	4.00%	\$ 84.58			
NC-63-3-9-2020-2	SHIFT		\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$87.96	\$131.94	\$175.92	\$10.39	\$98.35	\$142.33	\$186.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$212.84	\$319.27	\$425.69	1/1/2025	12/31/2025	4.00%	\$ 87.96			
David Waterman	FIELD																						\$181.94	\$272.91	\$363.89	1/1/2021	6/30/2021		\$ 75.19	N/A		
Inspector																							\$181.94	\$272.91	\$363.89	7/1/2021	12/31/2021	0.00%	\$ 75.19			
Non-Exempt	Non-PW																						\$189.23	\$283.84	\$378.45	1/1/2022	12/31/2022	4.00%	\$ 78.20			
																							\$196.80	\$295.20	\$393.60	1/1/2023	12/31/2023	4.00%	\$ 81.33			
Full Time																							\$204.66	\$307.00	\$409.33	1/1/2024	12/31/2024	4.00%	\$ 84.58			
																							\$212.84	\$319.27	\$425.69	1/1/2025	12/31/2025	4.00%	\$ 87.96			
Stanley Woodman	FIELD		\$50.05	\$75.08	\$100.10	\$32.69	\$82.74	\$107.77	\$132.79	\$74.23	\$111.35	\$148.46	\$12.00	\$86.23	\$123.35	\$160.46	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$179.62	\$269.43	\$359.24	1/1/2021	6/30/2021		\$ 74.23	N/A		
Inspector			\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$74.23	\$111.35	\$148.46	\$12.00	\$86.23	\$123.35	\$160.46	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$179.62	\$269.43	\$359.24	7/1/2021	12/31/2021	0.00%	\$ 74.23			
Construction Inspector, Grp 2	PW Work		\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$77.20	\$115.80	\$154.40	\$12.00	\$89.20	\$127.80	\$166.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$186.81	\$280.21	\$373.61	1/1/2022	12/31/2022	4.00%	\$ 77.20			
Non-Exempt			\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$80.29	\$120.44	\$160.58	\$12.00	\$92.29	\$132.44	\$172.58	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$194.28	\$291.43	\$388.57	1/1/2023	12/31/2023	4.00%	\$ 80.29			
Full Time	DAY		\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$83.50	\$125.25	\$167.00	\$12.00	\$95.50	\$137.25	\$179.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$202.05	\$303.08	\$404.10	1/1/2024	12/31/2024	4.00%	\$ 83.50			
NC-63-3-9-2020-2	SHIFT		\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$86.84	\$130.26	\$173.68	\$12.00	\$98.84	\$142.26	\$185.68	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$210.13	\$315.20	\$420.27	1/1/2025	12/31/2025	4.00%	\$ 86.84			
Stanley Woodman	FIELD		\$56.31	\$84.47	\$112.62	\$32.69	\$89.00	\$117.16	\$145.31	\$74.23	\$111.35	\$148.46	\$12.00	\$86.23	\$123.35	\$160.46	(\$2.77)	\$0.00	\$0.00	\$0.00	(\$2.77)	\$0.00	\$0.00	\$186.32	\$269.43	\$359.24	1/1/2021	6/30/2021		\$ 74.23	N/A	
Inspector			\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$74.23	\$111.35	\$148.46	\$12.00	\$86.23	\$123.35	\$160.46	(\$5.40)	\$0.00	\$0.00	\$0.00	(\$5.40)	\$0.00	\$0.00	\$192.69	\$269.43	\$359.24	7/1/2021	12/31/2021	0.00%	\$ 74.23		
Construction Inspector, Grp 2	PW Work		\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$77.20	\$115.80	\$154.40	\$12.00	\$89.20	\$127.80	\$166.40	(\$2.43)	\$0.00	\$0.00	\$0.00	(\$2.43)	\$0.00	\$0.00	\$192.69	\$280.21	\$373.61	1/1/2022	12/31/2022	4.00%	\$ 77.20		
Non-Exempt			\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$80.29	\$120.44	\$160.58	\$12.00	\$92.29	\$132.44	\$172.58	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$194.28	\$291.43	\$388.57	1/1/2023	12/31/2023	4.00%	\$ 80.29			
Full Time	NIGHT		\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$83.50	\$125.25	\$167.00	\$12.00	\$95.50	\$137.25	\$179.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$202.05	\$303.08	\$404.10	1/1/2024	12/31/2024	4.00%	\$ 83.50			
NC-63-3-9-2020-2	SHIFT		\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$86.84	\$130.26	\$173.68	\$12.00	\$98.84	\$142.26	\$185.68	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$210.13	\$315.20	\$420.27	1/1/2025	12/31/2025	4.00%	\$ 86.84			
Stanley Woodman	FIELD																						\$179.62	\$269.43	\$359.24	1/1/2021	6/30/2021		\$ 74.23	N/A		
Inspector																							\$179.62	\$269.43	\$359.24	7/1/2021	12/31/2021	0.00%	\$ 74.23			
Non-Exempt	Non-PW																						\$186.81	\$280.21	\$373.61	1/1/2022	12/31/2022	4.00%	\$ 77.20			
																							\$194.28	\$291.43	\$388.57	1/1/2023	12/31/2023	4.00%	\$ 80.29			
Full Time																							\$202.05	\$303.08	\$404.10	1/1/2024	12/31/2024	4.00%	\$ 83.50			
																							\$210.13	\$315.20	\$420.27	1/1/2025	12/31/2025	4.00%	\$ 86.84			
Charles Dory	FIELD		\$50.05	\$75.08	\$100.10	\$32.69	\$82.74	\$107.77	\$132.79	\$105.00	\$105.00	\$105.00	\$26.49	\$131.49	\$131.49	\$131.49	\$0.00	\$0.00	(\$1.30)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$254.08	\$254.08	\$257.23	1/1/2021	6/30/2021		\$ 105.00	N/A
PM/RE/SR/SWPPP			\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$105.00	\$105.00	\$105.00	\$26.49	\$131.49	\$131.49	\$131.49	\$0.00	\$0.00	(\$5.22)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$254.08	\$254.08	\$266.71	7/1/2021	12/31/2021	0.00%	\$ 105.00	
Construction Inspector, Grp 2	PW Work		\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$109.20	\$109.20	\$109.20	\$26.49	\$135.69	\$135.69	\$135.69	\$0.00	\$0.00	(\$1.02)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$264.24	\$264.24	\$266.71	1/1/2022	12/31/2022	4.00%	\$ 109.20	
Non-Exempt			\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$113.57	\$113.57	\$113.57	\$26.49	\$140.06	\$140.06	\$140.06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$274.81	\$274.81	\$274.81	1/1/2023	12/31/2023	4.00%	\$ 113.57	
Full Time	DAY		\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$118.11	\$118.11	\$118.11	\$26.49	\$144.60	\$144.60	\$144.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$285.80	\$285.80	\$285.80	1/1/2024	12/31/2024	4.00%	\$ 118.11	
NC-63-3-9-2020-2	SHIFT		\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$122.83	\$122.83	\$122.83	\$26.49	\$149.32	\$149.32	\$149.32	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$297.22	\$297.22	\$297.22	1/1/2025	12/31/2025	4.00%	\$ 122.83	
Charles Dory	FIELD		\$56.31	\$84.47	\$112.62	\$32.69	\$89.00	\$117.16	\$145.31	\$105.00	\$105.00	\$105.00	\$26.49	\$131.49	\$131.49	\$131.49	\$0.00	\$0.00	(\$13.82)	\$0.00	\$0.00	(\$7.62)	\$0.00	\$0.00								

COST PROPOSAL

ON-CALL CONTRACT - OH & FEE ON DELTAS, WITH PREDETERMINED INCREASE, DIRECT LABOR METHOD OF ACCOUNTING

ADM 2033 (Rev. 10/23/18)

Consultant/Subconsultant Name: Ghirardelli Associates, Inc.
 Agreement Number: Humboldt County RFQ for On-Call Professional Construction Management
 Services (RFQ No. DPW2020-002) dated September 16, 2020
 Attachment 2

Tax ID No.: 94-3395064

Date Prepared: 1/13/2021

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Participation Amount	\$3,500,000
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Home Office Personnel:		Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	47.69%	+	72.29%	0.00%	119.98%
OVERTIME	47.69%	+	72.29%	0.00%	119.98%
Field Office Personnel:		Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	47.69%	+	72.29%	0.00%	119.98%
OVERTIME	47.69%	+	72.29%	0.00%	119.98%
Project Specific		Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	47.69%	+	72.29%	0.00%	119.98%
OVERTIME	47.69%	+	72.29%	0.00%	119.98%
Fee					10.00%
FCCM					0.06%

Name/Classification	Home Office Personnel Field Office Personnel	Prevailing Wage Rate established by State DIR (only applicable for prevailing wage work)						Employee Actual Rate (fringe benefits vary year over year)						Applicable DELTA (TOTAL) = Employee Total - DIR Total			Applicable DELTA Base = DIR Rate - Employee Base Rate			Applicable DELTA FRINGE = DELTA TOTAL - DELTA BASE (Employee - DIR)			Loaded Hourly Billing Rates			Effective Date of Hourly Rate [RFQ date: 12/16/2020]		% Escalation Increase	Actual Hourly Rate	Hourly Range for Class			
		Base Salary			Fringe Benefits	Total Base Salary + Fringe Benefits			Base Salary			Actual Fringe	Total = Base + Fringe													From	To						
		Straight	1.5 OT	2.0 OT		Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT		Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	OT (1.5x)	OT (2x)	From	To							
Charles Hayler RE/OE/SR/SWPPP	FIELD	\$50.05	\$75.08	\$100.10	\$32.69	\$82.74	\$107.77	\$132.79	\$98.00	\$98.00	\$98.00	\$21.15	\$119.15	\$119.15	\$119.15	\$0.00	\$0.00	(\$13.64)	\$0.00	\$0.00	(\$2.10)	\$0.00	\$0.00	(\$11.54)	\$237.14	\$237.14	\$270.14	1/1/2021	6/30/2021		\$ 98.00	N/A	
	PW Work	\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$98.00	\$98.00	\$98.00	\$21.15	\$119.15	\$119.15	\$119.15	\$0.00	\$0.00	(\$17.56)	\$0.00	\$0.00	(\$5.04)	\$0.00	\$0.00	(\$12.52)	\$237.14	\$237.14	\$279.62	7/1/2021	12/31/2021	0.00%	\$ 98.00		
		Exempt (OT @ ST Rate)	\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$101.92	\$101.92	\$101.92	\$21.15	\$123.07	\$123.07	\$123.07	\$0.00	\$0.00	(\$13.64)	\$0.00	\$0.00	(\$1.12)	\$0.00	\$0.00	(\$12.52)	\$246.62	\$246.62	\$279.62	1/1/2022	12/31/2022	4.00%		\$ 101.92
		\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$106.00	\$106.00	\$106.00	\$21.15	\$127.15	\$127.15	\$127.15	\$0.00	\$0.00	(\$9.56)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$9.56)	\$256.50	\$256.50	\$279.62	1/1/2023	12/31/2023	4.00%	\$ 106.00		
		Full Time	\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$110.24	\$110.24	\$110.24	\$21.15	\$131.39	\$131.39	\$131.39	\$0.00	\$0.00	(\$5.32)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$5.32)	\$266.76	\$266.76	\$279.62	1/1/2024	12/31/2024	4.00%		\$ 110.24
		NC-63-3-9-2020-2	SHIFT	\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$114.65	\$114.65	\$114.65	\$21.15	\$135.80	\$135.80	\$135.80	\$0.00	\$0.00	(\$0.91)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$0.91)	\$277.43	\$277.43	\$279.62	1/1/2025	12/31/2025		4.00%
Charles Hayler RE/OE/SR/SWPPP	FIELD	\$56.31	\$84.47	\$112.62	\$32.69	\$89.00	\$117.16	\$145.31	\$98.00	\$98.00	\$98.00	\$21.15	\$119.15	\$119.15	\$119.15	\$0.00	\$0.00	(\$26.16)	\$0.00	\$0.00	(\$14.62)	\$0.00	\$0.00	(\$11.54)	\$237.14	\$237.14	\$300.43	1/1/2021	6/30/2021		\$ 98.00	N/A	
	PW Work	\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$98.00	\$98.00	\$98.00	\$21.15	\$119.15	\$119.15	\$119.15	\$0.00	\$0.00	(\$1.46)	\$0.00	\$0.00	(\$17.92)	\$0.00	\$0.00	(\$12.52)	\$237.14	\$240.66	\$310.79	7/1/2021	12/31/2021	0.00%	\$ 98.00		
		\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$101.92	\$101.92	\$101.92	\$21.15	\$123.07	\$123.07	\$123.07	\$0.00	\$0.00	(\$26.52)	\$0.00	\$0.00	(\$14.00)	\$0.00	\$0.00	(\$12.52)	\$246.62	\$246.62	\$310.79	1/1/2022	12/31/2022	4.00%	\$ 101.92		
		Exempt (OT @ ST Rate)	\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$106.00	\$106.00	\$106.00	\$21.15	\$127.15	\$127.15	\$127.15	\$0.00	\$0.00	(\$22.44)	\$0.00	\$0.00	(\$9.92)	\$0.00	\$0.00	(\$12.52)	\$256.50	\$256.50	\$310.79	1/1/2023	12/31/2023	4.00%		\$ 106.00
		Full Time	\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$110.24	\$110.24	\$110.24	\$21.15	\$131.39	\$131.39	\$131.39	\$0.00	\$0.00	(\$18.20)	\$0.00	\$0.00	(\$5.68)	\$0.00	\$0.00	(\$12.52)	\$266.76	\$266.76	\$310.79	1/1/2024	12/31/2024	4.00%		\$ 110.24
		NC-63-3-9-2020-2	SHIFT	\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$114.65	\$114.65	\$114.65	\$21.15	\$135.80	\$135.80	\$135.80	\$0.00	\$0.00	(\$13.79)	\$0.00	\$0.00	(\$1.27)	\$0.00	\$0.00	(\$12.52)	\$277.43	\$277.43	\$310.79	1/1/2025	12/31/2025		4.00%
Charles Hayler RE/OE/SR/SWPPP	FIELD																								\$237.14	\$237.14	\$237.14	1/1/2021	6/30/2021		\$ 98.00	N/A	
	Non-PW																								\$237.14	\$237.14	\$237.14	7/1/2021	12/31/2021	0.00%	\$ 98.00		
																									\$246.62	\$246.62	\$246.62	1/1/2022	12/31/2022	4.00%	\$ 101.92		
		Exempt (OT @ ST Rate)																							\$256.50	\$256.50	\$256.50	1/1/2023	12/31/2023	4.00%	\$ 106.00		
		Full Time																							\$266.76	\$266.76	\$266.76	1/1/2024	12/31/2024	4.00%	\$ 110.24		
																								\$277.43	\$277.43	\$277.43	1/1/2025	12/31/2025	4.00%	\$ 114.65			
Gina Prchlik OE/SWPPP	FIELD	\$50.05	\$75.08	\$100.10	\$32.69	\$82.74	\$107.77	\$132.79	\$81.69	\$81.69	\$81.69	\$18.97	\$100.66	\$100.66	\$100.66	\$0.00	(\$7.10)	(\$32.13)	\$0.00	\$0.00	(\$18.41)	\$0.00	(\$7.10)	(\$13.72)	\$197.67	\$214.85	\$275.41	1/1/2021	6/30/2021		\$ 81.69	N/A	
	PW Work	\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$81.69	\$81.69	\$81.69	\$18.97	\$100.66	\$100.66	\$100.66	\$0.00	(\$10.29)	(\$36.05)	\$0.00	\$0.00	(\$21.35)	\$0.00	(\$10.29)	(\$14.70)	\$197.67	\$222.56	\$284.89	7/1/2021	12/31/2021	0.00%	\$ 81.69		
		Exempt (OT @ ST Rate)	\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$84.96	\$84.96	\$84.96	\$18.97	\$103.93	\$103.93	\$103.93	\$0.00	(\$7.02)	(\$32.78)	\$0.00	\$0.00	(\$18.08)	\$0.00	(\$7.02)	(\$14.70)	\$205.58	\$222.56	\$284.89	1/1/2022	12/31/2022	4.00%		\$ 84.96
		\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$88.36	\$88.36	\$88.36	\$18.97	\$107.33	\$107.33	\$107.33	\$0.00	(\$3.62)	(\$29.38)	\$0.00	\$0.00	(\$14.68)	\$0.00	(\$3.62)	(\$14.70)	\$213.81	\$222.56	\$284.89	1/1/2023	12/31/2023	4.00%	\$ 88.36		
		Full Time	\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$91.89	\$91.89	\$91.89	\$18.97	\$110.86	\$110.86	\$110.86	\$0.00	(\$0.09)	(\$25.85)	\$0.00	\$0.00	(\$11.15)	\$0.00	(\$0.09)	(\$14.70)	\$222.35	\$222.56	\$284.89	1/1/2024	12/31/2024	4.00%		\$ 91.89
		NC-63-3-9-2020-2	SHIFT	\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$95.57	\$95.57	\$95.57	\$18.97	\$114.54	\$114.54	\$114.54	\$0.00	\$0.00	(\$22.17)	\$0.00	\$0.00	(\$7.47)	\$0.00	\$0.00	(\$14.70)	\$231.26	\$231.26	\$284.89	1/1/2025	12/31/2025		4.00%
Gina Prchlik OE/SWPPP	FIELD	\$56.31	\$84.47	\$112.62	\$32.69	\$89.00	\$117.16	\$145.31	\$81.69	\$81.69	\$81.69	\$18.97	\$100.66	\$100.66	\$100.66	\$0.00	(\$16.49)	(\$44.65)	\$0.00	(\$2.78)	(\$30.93)	\$0.00	(\$13.72)	(\$13.72)	\$197.67	\$237.58	\$305.70	1/1/2021	6/30/2021		\$ 81.69	N/A	
	PW Work	\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$81.69	\$81.69	\$81.69	\$18.97	\$100.66	\$100.66	\$100.66	\$0.00	(\$19.95)	(\$48.93)	\$0.00	(\$5.25)	(\$34.23)	\$0.00	(\$14.70)	(\$14.70)	\$197.67	\$245.94	\$316.06	7/1/2021	12/31/2021	0.00%	\$ 81.69		
		\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$84.96	\$84.96	\$84.96	\$18.97	\$103.93	\$103.93	\$103.93	\$0.00	(\$16.68)	(\$45.66)	\$0.00	(\$1.98)	(\$30.96)	\$0.00	(\$14.70)	(\$14.70)	\$205.58	\$245.94	\$316.06	1/1/2022	12/31/2022	4.00%	\$ 84.96		
		Exempt (OT @ ST Rate)	\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$88.36	\$88.36	\$88.36	\$18.97	\$107.33	\$107.33	\$107.33	\$0.00	(\$13.28)	(\$42.26)	\$0.00	(\$0.00)	(\$27.56)	\$0.00	(\$13.28)	(\$14.70)	\$213.81	\$245.94	\$316.06	1/1/2023	12/31/2023	4.00%		\$ 88.36
		Full Time	\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$91.89	\$91.89	\$91.89	\$18.97	\$110.86	\$110.86	\$110.86	\$0.00	(\$9.75)	(\$38.73)	\$0.00	\$0.00	(\$24.03)	\$0.00	(\$9.75)	(\$14.70)	\$222.35	\$245.94	\$316.06	1/1/2024	12/31/2024	4.00%		\$ 91.89
		NC-63-3-9-2020-2	SHIFT	\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$95.57	\$95.57	\$95.57	\$18.97	\$114.54	\$114.54	\$114.54	\$0.00	(\$6.07)	(\$35.05)	\$0.00	\$0.00	(\$20.35)	\$0.00	(\$6.07)	(\$14.70)	\$231.26	\$245.94	\$316.06	1/1/2025	12/31/2025		4.00%
Gina Prchlik OE/SWPPP	FIELD																								\$197.67	\$197.67	\$197.67	1/1/2021	6/30/2021		\$ 81.69	N/A	
	Non-PW																								\$197.67	\$197.67	\$197.67	7/1/2021	12/31/2021	0.00%	\$ 81.69		
																									\$205.58	\$205.58	\$205.58	1/1/2022	12/31/2022	4.00%	\$ 84.96		
		Exempt (OT @ ST Rate)																							\$213.81	\$213.81	\$213.81	1/1/2023	12/31/2023	4.00%	\$ 88.36		
		Full Time																							\$222.35	\$222.35	\$222.35	1/1/2024	12/31/2024	4.00%	\$ 91.89		
																								\$231.26	\$231.26	\$231.26	1/1/2025	12/31/2025	4.00%	\$ 95.57			
Justin Palmaymesa Source Inspection/SR/SWPPP/Inspector	FIELD	\$50.05	\$75.08	\$100.10	\$32.69	\$82.74	\$107.77	\$132.79	\$75.19	\$75.19	\$75.19	\$10.79	\$85.98	\$85.98	\$85.98	\$0.00	(\$21.79)	(\$46.81)	\$0.00	\$0.00	(\$24.91)	\$0.00	(\$21.79)	(\$21.90)	\$181.94	\$234.67	\$295.22	1/1/2021	6/30/2021		\$ 75.19	N/A	
	PW Work	\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$75.19	\$75.19	\$75.19	\$10.79	\$85.98	\$85.98	\$85.98	\$0.00	(\$24.97)	(\$50.73)	\$0.00	(\$2.09)	(\$27.85)	\$0.00	(\$22.88)	(\$22.88)	\$181.94	\$242.37	\$304.71	7/1/2021	12/31/2021	0.00%	\$ 75.19		
		Exempt (OT @ ST Rate)	\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$78.20	\$78.20	\$78.20	\$10.79	\$88.99	\$88.99	\$88.99	\$0.00	(\$21.96)	(\$47.72)	\$0.00	\$0.00	(\$24.84)	\$0.00	(\$21.96)	(\$22.88)	\$189.23	\$242.37	\$304.71	1/1/2022	12/31/2022	4.00%		\$ 78.20
		\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$81.33	\$81.33	\$81.33	\$10.79	\$92.12	\$92.12	\$92.12	\$0.00	(\$18.83)	(\$44.59)	\$0.00	\$0.00	(\$21.71)	\$0.00	(\$18.83)	(\$22.88)	\$196.80	\$242.37	\$304.71	1/1/2023	12/31/2023	4.00%	\$ 81.33		
		Full Time	\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$84.58	\$84.58	\$84.58	\$10.79	\$95.37	\$95.37	\$95.37	\$0.00	(\$15.58)	(\$41.34)	\$0.00	\$0.00	(\$18.46)	\$0.00	(\$15.									

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

COST PROPOSAL

ON-CALL CONTRACT - OH & FEE ON DELTAS, WITH PREDETERMINED INCREASE, DIRECT LABOR METHOD OF ACCOUNTING

ADM 2033 (Rev. 10/23/18)

NORTHERN CALIFORNIA	SOUTHERN CALIFORNIA
NC-63-3-9-2020-2	SC-23-63-2-2020-2D, -2D1, -2D2

Participation Amount \$3,500,000

Consultant/Subconsultant Name: Ghirardelli Associates, Inc.
Agreement Number: Humboldt County RFQ for On-Call Professional Construction Management Services (RFQ No. DPW2020-002) dated September 16, 2020
Attachment 2

Tax ID No.: 94-3395064

Date Prepared: 1/13/2021

Page No.: x of xx

Loaded Billing Rate Calculations:
Non Exempt Employee Loaded Billing Rates
A) Straight Time (ST) Loaded Billing Rate = [Actual Hourly Rate + ST Delta Base + ST Delta Fringe] * [(1 + Field OH) * (1 + Fee)]
B) ST Loaded Billing Rate + (1.5 Base PW Rate - ST Base PW Rate) * [(1+Field OH) * (1+Fee)] or ST Loaded Billing Rate + (2.0 Base PW Rate - ST Base PW Rate) * [(1+Field OH) * (1+Fee)]
Exempt Employee Loaded Billing Rates - Compensated for PW OT:
C) Straight Time (ST) Loaded Billing Rate = [Actual Hourly Rate + ST Delta Base + ST Delta Fringe] * [(1 + Field OH) * (1 + Fee)]
D) ST Loaded Billing Rate + (1.5 Base PW Rate - ST Base PW Rate) * [(1+Field OH) * (1+Fee)] or ST Loaded Billing Rate + (2.0 Base PW Rate - ST Base PW Rate) * [(1+Field OH) * (1+Fee)]
The PW Deltas (Base & Fringe) above for Loaded Billing Rates, are applicable for services covered under DIR determinations. Includes Exempt employees who are normally not paid for OT worked, per company policy
Exempt Employee Loaded Billing Rates - Not Compensated for OT (Uncompensated OT):
E) ST Loaded Billing Rate = Actual Hourly Rate * [(1 + Home OH) * (1 + Fee)]
F) No Overtime. (Columns are shaded out.)
Exempt Employee Loaded Billing Rates - Compensated for OT @ ST Rate:
G) ST Loaded Billing Rate = Actual Hourly Rate * [(1 + Home OH) * (1 + Fee)]
H) ST Loaded Billing Rate + (1.5 x 0) or ST Loaded Billing Rate + (2.0 x 0)

Home Office Personnel:	Fringe Benefit %	Overhead %	General Administration %	Combined %			
NORMAL	47.69%	+	72.29%	+	0.00%	=	119.98%
OVERTIME	47.69%	+	72.29%	+	0.00%	=	119.98%
Field Office Personnel:	Fringe Benefit %	Overhead %	General Administration %	Combined %			
NORMAL	47.69%	+	72.29%	+	0.00%	=	119.98%
OVERTIME	47.69%	+	72.29%	+	0.00%	=	119.98%
Project Specific	Fringe Benefit %	Overhead %	General Administration %	Combined %			
NORMAL	47.69%	+	72.29%	+	0.00%	=	119.98%
OVERTIME	47.69%	+	72.29%	+	0.00%	=	119.98%

Fee	=	10.00%
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FCCM 0.06%

Applicable Multiplier Delta Base (Field)	=	2.4198
Applicable Multiplier Fringe (Field)	=	2.4198

Name/Classification	Home Office Personnel Field Office Personnel	Prevailing Wage Rate established by State DIR (only applicable for prevailing wage work)						Employee Actual Rate (fringe benefits vary year over year)						Applicable DELTA (TOTAL) = Employee Total - DIR Total			Applicable DELTA Base = DIR Rate - Employee Base Rate			Applicable DELTA FRINGE = DELTA TOTAL - DELTA BASE (Employee - DIR)			Loaded Hourly Billing Rates			Effective Date of Hourly Rate [RFQ date: 12/16/2020]		% Escalation Increase	Actual Hourly Rate	Hourly Range for Class			
		Base Salary			Fringe Benefits	Total Base Salary + Fringe Benefits			Base Salary			Actual Fringe	Total = Base + Fringe			Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	OT (1.5x)	OT (2x)				From	To	
		Straight	1.5 OT	2.0 OT		Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT		Straight	1.5 OT	2.0 OT																		
Aaron Prchlik Source Inspection Exempt (OT @ ST Rate) Full Time NC-63-3-9-2020-2	FIELD	\$50.05	\$75.08	\$100.10	\$32.69	\$82.74	\$107.77	\$132.79	\$92.00	\$92.00	\$92.00	\$20.61	\$112.61	\$112.61	\$112.61	\$0.00	\$0.00	(\$20.18)	\$0.00	\$0.00	(\$8.10)	\$0.00	\$0.00	(\$12.08)	\$222.62	\$222.62	\$271.46	1/1/2021	6/30/2021		\$ 92.00	N/A	
	PW Work	\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$92.00	\$92.00	\$92.00	\$20.61	\$112.61	\$112.61	\$112.61	\$0.00	\$0.00	(\$24.10)	\$0.00	\$0.00	(\$11.04)	\$0.00	\$0.00	(\$13.06)	\$222.62	\$222.62	\$280.94	7/1/2021	12/31/2021	0.00%	\$ 92.00		
		\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$95.68	\$95.68	\$95.68	\$20.61	\$116.29	\$116.29	\$116.29	\$0.00	\$0.00	(\$20.42)	\$0.00	\$0.00	(\$7.36)	\$0.00	\$0.00	(\$13.06)	\$231.52	\$231.52	\$280.94	1/1/2022	12/31/2022	4.00%	\$ 95.68		
		\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$99.51	\$99.51	\$99.51	\$20.61	\$120.12	\$120.12	\$120.12	\$0.00	\$0.00	(\$16.59)	\$0.00	\$0.00	(\$3.53)	\$0.00	\$0.00	(\$13.06)	\$240.79	\$240.79	\$280.94	1/1/2023	12/31/2023	4.00%	\$ 99.51		
		DAY SHIFT	\$51.52	\$77.28	\$103.04	\$33.67	\$85.19	\$110.95	\$136.71	\$103.49	\$103.49	\$103.49	\$20.61	\$124.10	\$124.10	\$124.10	\$0.00	\$0.00	(\$12.61)	\$0.00	\$0.00	(\$12.61)	\$0.00	\$0.00	(\$12.61)	\$250.42	\$250.42	\$280.94	1/1/2024	12/31/2024	4.00%		\$ 103.49
Aaron Prchlik Source Inspection Exempt (OT @ ST Rate) Full Time NC-63-3-9-2020-2	FIELD	\$56.31	\$84.47	\$112.62	\$32.69	\$89.00	\$117.16	\$145.31	\$92.00	\$92.00	\$92.00	\$20.61	\$112.61	\$112.61	\$112.61	\$0.00	(\$4.55)	(\$32.70)	\$0.00	\$0.00	(\$20.62)	\$0.00	(\$4.55)	(\$12.08)	\$222.62	\$233.62	\$301.75	1/1/2021	6/30/2021		\$ 92.00	N/A	
	PW Work	\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$92.00	\$92.00	\$92.00	\$20.61	\$112.61	\$112.61	\$112.61	\$0.00	(\$8.00)	(\$36.98)	\$0.00	\$0.00	(\$23.92)	\$0.00	(\$8.00)	(\$13.06)	\$222.62	\$241.98	\$312.11	7/1/2021	12/31/2021	0.00%	\$ 92.00		
		\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$95.68	\$95.68	\$95.68	\$20.61	\$116.29	\$116.29	\$116.29	\$0.00	(\$4.32)	(\$33.30)	\$0.00	\$0.00	(\$20.24)	\$0.00	(\$4.32)	(\$13.06)	\$231.52	\$241.98	\$312.11	1/1/2022	12/31/2022	4.00%	\$ 95.68		
		\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$99.51	\$99.51	\$99.51	\$20.61	\$120.12	\$120.12	\$120.12	\$0.00	(\$0.49)	(\$29.47)	\$0.00	\$0.00	(\$16.41)	\$0.00	(\$0.49)	(\$13.06)	\$240.79	\$241.98	\$312.11	1/1/2023	12/31/2023	4.00%	\$ 99.51		
		NIGHT SHIFT	\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$103.49	\$103.49	\$103.49	\$20.61	\$124.10	\$124.10	\$124.10	\$0.00	\$0.00	(\$25.49)	\$0.00	\$0.00	(\$12.43)	\$0.00	\$0.00	(\$13.06)	\$250.42	\$250.42	\$312.11	1/1/2024	12/31/2024	4.00%		\$ 103.49
Aaron Prchlik Source Inspection Exempt (OT @ ST Rate) Full Time	FIELD	\$57.96	\$86.94	\$115.92	\$33.67	\$91.63	\$120.61	\$149.59	\$107.63	\$107.63	\$107.63	\$20.61	\$128.24	\$128.24	\$128.24	\$0.00	\$0.00	(\$21.35)	\$0.00	\$0.00	(\$8.29)	\$0.00	\$0.00	(\$13.06)	\$260.44	\$260.44	\$312.11	1/1/2025	12/31/2025	4.00%	\$ 107.63	N/A	
	Non-PW																								\$222.62	\$222.62	\$222.62	1/1/2021	6/30/2021		\$ 92.00		
																										\$222.62	\$222.62	\$222.62	7/1/2021	12/31/2021	0.00%		\$ 92.00
																										\$231.52	\$231.52	\$231.52	1/1/2022	12/31/2022	4.00%		\$ 95.68
																											\$240.79	\$240.79	\$240.79	1/1/2023	12/31/2023		4.00%
																										\$250.42	\$250.42	\$250.42	1/1/2024	12/31/2024	4.00%	\$ 103.49	
																										\$260.44	\$260.44	\$260.44	1/1/2025	12/31/2025	4.00%	\$ 107.63	

Contract Specific Footnotes (by Consultants):

- 1 ICR Rate Jan 2019 - DEC 2019
- 2
- 3
- 4

Notes for Consultants:

1. Note employees/classifications that are subject to prevailing wage requirements with one asterisk (*) or two (**). Prevailing Wage specified is based on DIR determination, including known Predetermined increase(s), as of date of RFQ/RFP advertisement.
2. The employees' actual hourly rates shown in this cost proposal are the rates that were effective as of the RFQ/RFP advertisement date. Caltrans Contract Manager's pre-approval is required to add staff not previously listed on the cost proposal. The billing rates for these employees, including those that fall under general classifications, will be calculated and reimbursed based on their actual hourly rates as of the RFQ/RFP advertisement date (12/11/2020). Hourly rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel listed on this cost proposal having similar experience, and requires prior-approval from the Caltrans Contract Manager.
5. **Travel Time:** California minimum wage laws require an employer to count employee travel time as hours worked whenever it requires employees to travel, no matter when the travel occurs. This includes any time employees are required If an employee's travel time to a transportation center (airport, bus station, train station, etc.) is about the same as the travel time to the employee's usual workplace, the employer may begin counting the employee's travel time as hours worked once he or she arrives at the transportation center. CA Division of Labor Standards Enforcement (DLSE) 46.2
Employers must also count as hours worked time spent by employees traveling from a central reporting location to their actual work location. CA DLSE 46.2
Employers are permitted to pay employees a lower wage rate for waiting or standby time than they do for time when employees are performing actual job duties. The employer must notify employees they will be paid the lower wage rate before the travel begins. CA DLSE 46.3.2

Managers/Supervisors: Up to a maximum of 8 hours will be charged for work time or any combination of travel and work time (On Weekdays). **Billing rate for travel time= Loaded Rate Formula "C" above.**

Exempt staff: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed as follows: **Billing rate for travel time= Loaded Rate Formula "C" above, if working on a public works project.**

When performing **Non-Prevailing Wage** duties on this project during the regular work day, the **Billing rate for travel time = Loaded Rate Formula "E" above.**

All travel time, outside of the regular work day, will be billed without the application of overhead rate as follows: **Billing Rate = (Actual Hourly Rate) (1 + Fee) + (Delta Base + Delta Fringe) * (1 + Fee)**

Non-Exempt staff: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed at the Straight Time rate (i.e., without the application of the 1.5X or 2.0X multiplier for Overtime), as follows: **Billing rate for travel time= Loaded Rate Formula "A" above.**

Humboldt County RFQ for On-Call Professional Construction ManagementServices (RFQ No. DPW2020-002) dated September 16, 2020

SCHEDULE OF OTHER DIRECT COST ITEMS

Ghirardelli Associates, Inc			Subconsultant #1			Subconsultant #2		
DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST
Special Tooling			Special Tooling			Special Tooling		
A.		N/C	A.			A.		
B.		N/C	B.			B.		
C.		N/C	C.			C.		
Travel		See Notes Below	Travel			Travel		
A.			A.			A.		
B.			B.			B.		
C.			C.			C.		

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

EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Albat Prime Consultant x Subconsultant ☐ 2nd Tier Subconsultant

Project No. Humboldt County On-Call Contract No. DPW2020-002 Participation Amount \$300,000 Date 11/30/2020

For Combined Rate	Fringe Benefit % + General & Administrative %	=	110.00%	Combined ICR%
OR				
For Home Office Rate	Fringe Benefit % + General & Administrative %	=	0	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	0	Field Office ICR%
		Fee	=	10%

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			
Name	Tatevik Janvelyan	\$ 173.25	\$173.25	\$173.25	1/1/2021	12/31/2021	\$ 75.00		Not Applicable
Title	Principal	\$ 178.45	\$178.45	\$178.45	1/1/2022	12/31/2022	\$ 77.25	3.00%	Not Applicable
Classification	Office Engineer								
Name		\$ -			1/1/2021	12/31/2021	\$ -		Not Applicable
Title		\$ -			1/1/2022	12/31/2022	\$ -	3.00%	Not Applicable
Classification									
Name		\$ -			1/1/2021	12/31/2021	\$ -		Not Applicable
Title		\$ -			1/1/2022	12/31/2022	\$ -	3.00%	Not Applicable
Classification									
Name		\$ -			1/1/2021	12/31/2021	\$ -		Not Applicable
Title		\$ -			1/1/2022	12/31/2022	\$ -	3.00%	Not Applicable
Classification									
Name		\$ -			1/1/2021	12/31/2021	\$ -		Not Applicable
Title		\$ -			1/1/2022	12/31/2022	\$ -	3.00%	Not Applicable
Classification									
Name		\$ -			1/1/2021	12/31/2021	\$ -		Not Applicable
Title		\$ -			1/1/2022	12/31/2022	\$ -	3.00%	Not Applicable
Classification									
Name		\$ -			1/1/2021	12/31/2021	\$ -		Not Applicable

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			
Title	\$ -			1/1/2022	12/31/2022	\$ -	3.00%	Not Applicable
Classification								
Name	\$ -			1/1/2021	12/31/2021	\$ -		Not Applicable
Title	\$ -			1/1/2022	12/31/2022	\$ -	3.00%	Not Applicable
Classification								
Name	\$ -			1/1/2021	12/31/2021	\$ -		Not Applicable
Title	\$ -			1/1/2022	12/31/2022	\$ -	3.00%	Not Applicable
Classification								
Name	\$ -			1/1/2021	12/31/2021	\$ -		Not Applicable
Title	\$ -			1/1/2022	12/31/2022	\$ -	3.00%	Not Applicable
Classification								
Name	\$ -			1/1/2021	12/31/2021	\$ -		Not Applicable
Title	\$ -			1/1/2022	12/31/2022	\$ -	3.00%	Not Applicable
Classification								
Name	\$ -			1/1/2021	12/31/2021	\$ -		Not Applicable
Title	\$ -			1/1/2022	12/31/2022	\$ -	3.00%	Not Applicable
Classification								

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Albat Prime Consultant x Subconsultant

Project No. Humboldt County On-Call

Contract No. DPW2020-002

Date 11/30/2020

SCHEDULE OF OTHER DIRECT COST ITEMS

Description of Item		Quantity	Unit	Unit Cost	Total
External Printing and Reproduction		0	1	Actual (note 3)	\$0
Color Copy		0	1	Actual (note 3)	\$0
Postage/Delivery/Overnight		0	1	Actual (note 3)	\$0
Personal Vehicle	Per IRS Standard Mileage	1	Mile	\$0.575	\$0.575
Rental Vehicle, Gas		0	Day	Note 3	\$0
Tolls, Parking		0	Each	Note 3	\$0
Per Diem	As needed and approved		Day	Note 3	\$0
Cell Phones				N/C	
Office Computers				N/C	
Other Misc. Field costs (as approved)					
Subconsultant:					

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
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 and shall not exceed current State Department of Personnel Administration rules.
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 its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL**Certification of Direct Costs:**


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

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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Tatevik Janvelyan Title *: President

Signature :  Date of Certification (mm/dd/yyyy): 1/12/2021

Email: tjanvelyan@albat.co Phone Number: 323-459-7510

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

List services the consultant is providing under the proposed contract:

Office Engineering

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Crawford & Associates, Inc.

☐ Prime Consultant

☒ Subconsultant

☐ 2nd Tier Subconsultant

Project Humboldt County On-Call CM Services

RFQ No. DPW2020-002

Participation Amount \$ \$ 100,000.00

Date 11/24/2020

For Combined Rate:	Fringe Benefit % 65.48%	+	Overhead 131.72%	=	Combined Indirect Cost Rate (ICR) % 197.20%
				=	Fee = 10%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
Ben Crawford * Principal	\$ 212.47	N/A	N/A	1/1/2021	12/31/2021	\$ 64.99	3.00%	Not Applicable
	\$ 218.84	N/A	N/A	1/1/2022	12/31/2022	\$ 66.94		
Chris Trumbull * Senior Project Manager	\$ 216.91	N/A	N/A	1/1/2021	12/31/2021	\$ 66.35	3.00%	Not Applicable
	\$ 223.42	N/A	N/A	1/1/2022	12/31/2022	\$ 68.34		
Eric Nichols * Senior Project Manager	\$ 178.60	N/A	N/A	1/1/2021	12/31/2021	\$ 54.63	3.00%	Not Applicable
	\$ 183.95	N/A	N/A	1/1/2022	12/31/2022	\$ 56.27		
Project Manager TBD	\$ 147.11	N/A	N/A	1/1/2021	12/31/2021	\$ 45.00	3.00%	\$ 46.00 - \$ 44.00
	\$ 151.53	N/A	N/A	1/1/2022	12/31/2022	\$ 46.35		\$ 47.38 - \$ 45.32
Senior Geologist TBD	\$ 136.00	N/A	N/A	1/1/2021	12/31/2021	\$ 41.60	3.00%	\$ 42.00 - \$ 41.20
	\$ 140.08	N/A	N/A	1/1/2022	12/31/2022	\$ 42.85		\$ 43.26 - \$ 42.44
Senior Engineer TBD	\$ 131.59	N/A	N/A	1/1/2021	12/31/2021	\$ 40.25	3.00%	\$ 45.50 - \$ 35.00
	\$ 135.53	N/A	N/A	1/1/2022	12/31/2022	\$ 41.46		\$ 46.87 - \$ 36.05
Project Engineer II TBD	\$ 105.02	N/A	N/A	1/1/2021	12/31/2021	\$ 32.13	3.00%	\$ 32.50 - \$ 31.75
	\$ 108.17	N/A	N/A	1/1/2022	12/31/2022	\$ 33.09		\$ 33.48 - \$ 32.70
Project Engineer I TBD	\$ 98.89	N/A	N/A	1/1/2021	12/31/2021	\$ 30.25	3.00%	\$ 31.50 - \$ 29.00
	\$ 101.86	N/A	N/A	1/1/2022	12/31/2022	\$ 31.16		\$ 32.45 - \$ 29.87
Staff Engineer / Drafter TBD	\$ 89.64	N/A	N/A	1/1/2021	12/31/2021	\$ 27.42	3.00%	\$ 28.84 - \$ 26.00
	\$ 92.33	N/A	N/A	1/1/2022	12/31/2022	\$ 28.24		\$ 29.71 - \$ 26.78
Administrative Assistant TBD	\$ 86.44	N/A	N/A	1/1/2021	12/31/2021	\$ 26.44	3.00%	\$ 26.44 - \$ 26.44
	\$ 89.03	N/A	N/A	1/1/2022	12/31/2022	\$ 27.23		\$ 27.23 - \$ 27.23

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements much be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended.
- Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
- For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3
 SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Crawford & Associates, Inc. ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Project Humboldt County On-Call CM Services

RFQ No. DPW2020-002

Date 11/24/2020

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage (Current IRS Rate)	1	MILE	\$ 0.575	\$ 0.575
Per Diem (County Rate)	1	DAY	\$ 125.00	\$ 125.00
Permit Fees	1	AT COST	\$ 545.00	\$ 545.00
Core Machine with Generator	1	DAY	\$ 2,500.00	\$ 2,500.00
Core Bit	1	DAY	\$ 3.00	\$ 3.00
Wildcat DCP Equipment	1	DAY	\$ 750.00	\$ 750.00
Hand Augering	1	DAY	\$ 150.00	\$ 150.00
Traffic Control (Major)	1	DAY	\$ 2,500.00	\$ 2,500.00
Traffic Control (Minor)	1	DAY	\$ 700.00	\$ 700.00
Survey Equipment	1	DAY	\$ 700.00	\$ 700.00
Laboratory Testing (CAInc 2020 Rates, Attached)	1	LUMP SUM	\$ 4,000.00	\$ 4,000.00
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				

Note: Add additional pages if necessary.

NOTES:

- List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
- Proposed ODC items should be consistently billed regardless of client and contract type.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
- Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
- Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
- 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.
- If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicle that could be used for the same purpose.
- The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
- Add additional pages if necessary.
- Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s)

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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:Name: Benjamin D. CrawfordTitle: PresidentSigned: Date of Certification (mm/dd/yyyy): 11/24/2020Email: ben.crawford@crawford-inc.comPhone Number: (916) 455-4225Address: Crawford & Associates, Inc., 1100 Corporate Way, Suite 230, Sacramento, CA 95831

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

List services the consultant is providing under the proposed contract:

Geotechnical Engineering Services

2020 IN-HOUSE RATES		
CONSTRUCTION SERVICES	DETAIL	RATE
Traffic Control (Major) DBE or PW	Day	\$ 2,500.00
Traffic Control (Minor) DBE or PW	Day	\$ 1,500.00
Traffic Control Equipment (Major) Non-DBE	Day	\$ 1,700.00
Traffic Control Equipment (Minor) Non-DBE	Day	\$ 700.00
Seismic Refraction (12 Channel)	Day	\$ 1,200.00
Core Machine with Generator	Day	\$ 2,500.00
Core Machine Bit	Inch	\$ 3.00
Core Boxes	Each	\$ 17.25
Wildcat DCP Equipment	Day	\$ 750.00
Wildcat DCP Tips	Each	\$ 15.00
Survey Equipment - Tripod, Level and Rod	Day	\$ 150.00
Survey Equipment - Liquid Level	Day	\$ 150.00
Percolation Equipment	Day	\$ 200.00
Hand Auger	Day	\$ 150.00
Backfill	Bag	\$ 8.00
Steel Liners (MCAL/SPT)	Liner	\$ 8.00
Nuclear Density Tests	Test	\$ 6.00
CLASSIFICATION TESTING		
Moisture Content	ASTM D2216	\$ 40.00
Moisture & Density	ASTM D2216 & D2937	\$ 60.00
Grain Size Analysis to #200 (Sieve Analysis)	ASTM D6913	\$ 150.00
#200 Wash	ASTM D1140	\$ 110.00
Hydrometer Analysis	ASTM D422	\$ 175.00
Grain Size with Hydrometer	ASTM D422	\$ 240.00
Plasticity Index	ASTM D4318	\$ 250.00
Non-Plastic Index Result	ASTM D4318	\$ 125.00
STRENGTH TESTING		
Direct Shear (CD 3pt) Peak Only	ASTM D3080	\$ 500.00
Unconfined Compression (Soil)	ASTM D2166	\$ 165.00
Unconfined Compression (Rock)	ASTM D2166	\$ 225.00
R-Value	ASTM D2844, CAL 301	\$ 350.00
Point Load (Rock)	ASTM D5731	\$ 65.00
Triaxial Shear-UU	ASTM D2850	\$ 165.00
Triaxial Staged-UU	ASTM D2850	\$ 265.00
Compression (Rock)	ASTM 7012	\$ 275.00
Compaction Curve (4" Mold)	ASTM D1557	\$ 265.00
Compaction Curve (6" Mold)	ASTM D698	\$ 275.00
CONSOLIDATION & EXPANSION		
1-D Consolidation	ASTM D2435	\$ 300.00
1-D Consolidation (Time Rate)	ASTM D2435	\$ 420.00
Expansion Index	ASTM D4829	\$ 210.00
CHEMICAL ANALYSIS TESTING		
pH & Resistivity	CTM643	\$ 100.00
Sulfate Content	CTM417	\$ 50.00
Chloride Content	CTM422	\$ 50.00
PAVEMENT TESTING		
Asphalt Ignition Calibration	CTM382	\$ 345.00
Compressive Strength of Cylinders	ASTM C39	\$ 29.00
Grain Size Analysis	CTM209	\$ 150.00
Percent Asphalt Ignition Oven	CTM382	\$ 145.00
Sand Equivalent	CTM217	\$ 130.00
Stabilometer Value	CTM366	\$ 200.00
Theoretical Maximum Specific Gravity/Density	CTM309	\$ 200.00
SEISMIC ANALYSIS		
EZ Frisk Site Specific Analysis	PER PROJECT	\$ 1,500.00
Rates will remain the same throughout the duration of the project.		

Cost Proposal

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 2
SPECIFIC RATE OF COMPENSATION

Note: Mark-ups are Not Allowed

Consultant GHD Inc. ☐ Prime Consultant ☒ Subconsultant Date 1/13/2021
Project No. DPW2020-002 Contract No. _____ Participation Amount \$ 500,000.00

Fringe Benefit % **34.5%** + Overhead % **149.47%** + General Administration % **0%** = Combined Indirect Cost Rate (ICR) % **183.96%**

FEE % = **10%**

BILLING INFORMATION				CALCULATION INFORMATION				
Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ⁴	% or \$ increase	Hourly range - for classifications only
	Straight ³	OT(1.5x)		From	To			
Jeff Bline Senior Engineer II	\$209.12	\$313.68	\$418.24	1/1/2021	6/30/2021	\$66.95		
	\$215.40	\$323.09	\$430.79	7/1/2021	6/30/2022	\$68.96	3.00%	
	\$221.86	\$332.79	\$443.72	7/1/2022	6/30/2023	\$71.03	3.00%	
	\$228.51	\$342.77	\$457.03	7/1/2023	6/30/2024	\$73.16	3.00%	
	\$235.37	\$353.05	\$470.74	7/1/2024	6/30/2025	\$75.35	3.00%	
	\$242.43	\$363.65	\$484.86	7/1/2025	6/30/2026	\$77.61	3.00%	
Brett Vivyan Engineer IV	\$167.30	\$250.95	\$334.60	1/1/2021	6/30/2021	\$53.56		
	\$172.32	\$258.48	\$344.63	7/1/2021	6/30/2022	\$55.17	3.00%	
	\$177.49	\$266.23	\$354.97	7/1/2022	6/30/2023	\$56.82	3.00%	
	\$182.81	\$274.22	\$365.62	7/1/2023	6/30/2024	\$58.53	3.00%	
	\$188.30	\$282.44	\$376.59	7/1/2024	6/30/2025	\$60.28	3.00%	
	\$193.94	\$290.92	\$387.89	7/1/2025	6/30/2026	\$62.09	3.00%	
Patrick Sullivan Engineer IV	\$176.57	\$264.86	\$353.15	1/1/2021	6/30/2021	\$56.53		
	\$181.87	\$272.81	\$363.74	7/1/2021	6/30/2022	\$58.23	3.00%	
	\$187.33	\$280.99	\$374.66	7/1/2022	6/30/2023	\$59.97	3.00%	
	\$192.95	\$289.42	\$385.90	7/1/2023	6/30/2024	\$61.77	3.00%	
	\$198.74	\$298.10	\$397.47	7/1/2024	6/30/2025	\$63.63	3.00%	
	\$204.70	\$307.05	\$409.40	7/1/2025	6/30/2026	\$65.53	3.00%	
Richela Maeda Staff Engineer III	\$120.85	\$181.28	\$241.70	1/1/2021	6/30/2021	\$38.69		
	\$124.48	\$186.71	\$248.95	7/1/2021	6/30/2022	\$39.85	3.00%	
	\$128.21	\$192.32	\$256.42	7/1/2022	6/30/2023	\$41.05	3.00%	
	\$132.06	\$198.08	\$264.11	7/1/2023	6/30/2024	\$42.28	3.00%	
	\$136.02	\$204.03	\$272.04	7/1/2024	6/30/2025	\$43.55	3.00%	
	\$140.10	\$210.15	\$280.20	7/1/2025	6/30/2026	\$44.85	3.00%	
Camille Penny Staff Engineer III	\$110.36	\$165.53	\$220.71	1/1/2021	6/30/2021	\$35.33		
	\$113.67	\$170.50	\$227.33	7/1/2021	6/30/2022	\$36.39	3.00%	
	\$117.08	\$175.61	\$234.15	7/1/2022	6/30/2023	\$37.48	3.00%	
	\$120.59	\$180.88	\$241.18	7/1/2023	6/30/2024	\$38.61	3.00%	
	\$124.21	\$186.31	\$248.41	7/1/2024	6/30/2025	\$39.76	3.00%	
	\$127.93	\$191.90	\$255.86	7/1/2025	6/30/2026	\$40.96	3.00%	

Michelle Davidson Staff Engineer II	\$102.20	\$153.30	\$204.41	1/1/2021	6/30/2021	\$32.72		
	\$105.27	\$157.90	\$210.54	7/1/2021	6/30/2022	\$33.70	3.00%	
	\$108.43	\$162.64	\$216.85	7/1/2022	6/30/2023	\$34.71	3.00%	
	\$111.68	\$167.52	\$223.36	7/1/2023	6/30/2024	\$35.75	3.00%	
	\$115.03	\$172.55	\$230.06	7/1/2024	6/30/2025	\$36.83	3.00%	
	\$118.48	\$177.72	\$236.96	7/1/2025	6/30/2026	\$37.93	3.00%	
Andrea Hilton Scientist I	\$140.56	\$210.84	\$281.12	1/1/2021	6/30/2021	\$45.00		
	\$144.78	\$217.17	\$289.55	7/1/2021	6/30/2022	\$46.35	3.00%	
	\$149.12	\$223.68	\$298.24	7/1/2022	6/30/2023	\$47.74	3.00%	
	\$153.59	\$230.39	\$307.19	7/1/2023	6/30/2024	\$49.17	3.00%	
	\$158.20	\$237.30	\$316.40	7/1/2024	6/30/2025	\$50.65	3.00%	
	\$162.95	\$244.42	\$325.90	7/1/2025	6/30/2026	\$52.17	3.00%	
Ken Mierzwa Scientist III	\$160.83	\$241.25	\$321.66	1/1/2021	6/30/2021	\$51.49		
	\$165.66	\$248.49	\$331.31	7/1/2021	6/30/2022	\$53.03	3.00%	
	\$170.63	\$255.94	\$341.25	7/1/2022	6/30/2023	\$54.63	3.00%	
	\$175.75	\$263.62	\$351.49	7/1/2023	6/30/2024	\$56.26	3.00%	
	\$181.02	\$271.53	\$362.04	7/1/2024	6/30/2025	\$57.95	3.00%	
	\$186.45	\$279.67	\$372.90	7/1/2025	6/30/2026	\$59.69	3.00%	
Genevieve Rozhon Staff Scientist III	\$121.35	\$182.03	\$242.70	1/1/2021	6/30/2021	\$38.85		
	\$124.99	\$187.49	\$249.98	7/1/2021	6/30/2022	\$40.02	3.00%	
	\$128.74	\$193.11	\$257.48	7/1/2022	6/30/2023	\$41.22	3.00%	
	\$132.60	\$198.90	\$265.21	7/1/2023	6/30/2024	\$42.45	3.00%	
	\$136.58	\$204.87	\$273.16	7/1/2024	6/30/2025	\$43.73	3.00%	
	\$140.68	\$211.02	\$281.36	7/1/2025	6/30/2026	\$45.04	3.00%	
Scott Harris Scientist I	\$154.62	\$231.92	\$309.23	1/1/2021	6/30/2021	\$49.50		
	\$159.25	\$238.88	\$318.51	7/1/2021	6/30/2022	\$50.99	3.00%	
	\$164.03	\$246.05	\$328.06	7/1/2022	6/30/2023	\$52.51	3.00%	
	\$168.95	\$253.43	\$337.91	7/1/2023	6/30/2024	\$54.09	3.00%	
	\$174.02	\$261.03	\$348.04	7/1/2024	6/30/2025	\$55.71	3.00%	
	\$179.24	\$268.86	\$358.49	7/1/2025	6/30/2026	\$57.38	3.00%	
Senior Engineer/Scientist/Planner/Surveyor IV	\$249.88	\$374.83	\$499.77	1/1/2021	6/30/2021	\$80.00		\$75.01-\$110.00
	\$257.38	\$386.07	\$514.76	7/1/2021	6/30/2022	\$82.40	3.00%	
	\$265.10	\$397.65	\$530.21	7/1/2022	6/30/2023	\$84.87	3.00%	
	\$273.06	\$409.58	\$546.11	7/1/2023	6/30/2024	\$87.42	3.00%	
	\$281.25	\$421.87	\$562.50	7/1/2024	6/30/2025	\$90.04	3.00%	
	\$289.68	\$434.53	\$579.37	7/1/2025	6/30/2026	\$92.74	3.00%	
Senior Engineer/Scientist/Planner/Surveyor III	\$221.77	\$332.66	\$443.55	1/1/2021	6/30/2021	\$71.00		\$70.01-\$75.00
	\$228.43	\$342.64	\$456.85	7/1/2021	6/30/2022	\$73.13	3.00%	
	\$235.28	\$352.92	\$470.56	7/1/2022	6/30/2023	\$75.32	3.00%	
	\$242.34	\$363.51	\$484.67	7/1/2023	6/30/2024	\$77.58	3.00%	
	\$249.61	\$374.41	\$499.21	7/1/2024	6/30/2025	\$79.91	3.00%	
	\$257.10	\$385.64	\$514.19	7/1/2025	6/30/2026	\$82.31	3.00%	
Senior Engineer/Scientist/Planner/Surveyor II	\$206.15	\$309.23	\$412.31	1/1/2021	6/30/2021	\$66.00		\$65.01-\$70.00
	\$212.34	\$318.51	\$424.68	7/1/2021	6/30/2022	\$67.98	3.00%	
	\$218.71	\$328.06	\$437.42	7/1/2022	6/30/2023	\$70.02	3.00%	
	\$225.27	\$337.91	\$450.54	7/1/2023	6/30/2024	\$72.12	3.00%	
	\$232.03	\$348.04	\$464.06	7/1/2024	6/30/2025	\$74.28	3.00%	
	\$238.99	\$358.49	\$477.98	7/1/2025	6/30/2026	\$76.51	3.00%	
Senior Engineer/Scientist/Planner/Surveyor I	\$195.22	\$292.83	\$390.45	1/1/2021	6/30/2021	\$62.50		\$60.01-\$65.00
	\$201.08	\$301.62	\$402.16	7/1/2021	6/30/2022	\$64.38	3.00%	
	\$207.11	\$310.67	\$414.22	7/1/2022	6/30/2023	\$66.31	3.00%	
	\$213.32	\$319.99	\$426.65	7/1/2023	6/30/2024	\$68.30	3.00%	
	\$219.72	\$329.59	\$439.45	7/1/2024	6/30/2025	\$70.34	3.00%	
	\$226.32	\$339.47	\$452.63	7/1/2025	6/30/2026	\$72.45	3.00%	

Engineer/Scientist/Planner/Surveyor IV	\$179.60	\$269.41	\$359.21	1/1/2021	6/30/2021	\$57.50		\$55.01-\$60.00
	\$184.99	\$277.49	\$369.99	7/1/2021	6/30/2022	\$59.23	3.00%	
	\$190.54	\$285.81	\$381.09	7/1/2022	6/30/2023	\$61.00	3.00%	
	\$196.26	\$294.39	\$392.52	7/1/2023	6/30/2024	\$62.83	3.00%	
	\$202.15	\$303.22	\$404.29	7/1/2024	6/30/2025	\$64.72	3.00%	
	\$208.21	\$312.32	\$416.42	7/1/2025	6/30/2026	\$66.66	3.00%	
Engineer/Scientist/Planner/Surveyor III	\$163.99	\$245.98	\$327.97	1/1/2021	6/30/2021	\$52.50		\$50.01-\$55.00
	\$168.91	\$253.36	\$337.81	7/1/2021	6/30/2022	\$54.08	3.00%	
	\$173.97	\$260.96	\$347.95	7/1/2022	6/30/2023	\$55.70	3.00%	
	\$179.19	\$268.79	\$358.39	7/1/2023	6/30/2024	\$57.37	3.00%	
	\$184.57	\$276.85	\$369.14	7/1/2024	6/30/2025	\$59.09	3.00%	
	\$190.11	\$285.16	\$380.21	7/1/2025	6/30/2026	\$60.86	3.00%	
Engineer/Scientist/Planner/Surveyor II	\$148.37	\$222.55	\$296.74	1/1/2021	6/30/2021	\$47.50		\$45.01-\$50.00
	\$152.82	\$229.23	\$305.64	7/1/2021	6/30/2022	\$48.93	3.00%	
	\$157.40	\$236.11	\$314.81	7/1/2022	6/30/2023	\$50.39	3.00%	
	\$162.13	\$243.19	\$324.25	7/1/2023	6/30/2024	\$51.90	3.00%	
	\$166.99	\$250.49	\$333.98	7/1/2024	6/30/2025	\$53.46	3.00%	
	\$172.00	\$258.00	\$344.00	7/1/2025	6/30/2026	\$55.07	3.00%	
Engineer/Scientist/Planner/Surveyor I	\$132.75	\$199.13	\$265.50	1/1/2021	6/30/2021	\$42.50		\$40.01-\$45.00
	\$136.73	\$205.10	\$273.47	7/1/2021	6/30/2022	\$43.78	3.00%	
	\$140.84	\$211.25	\$281.67	7/1/2022	6/30/2023	\$45.09	3.00%	
	\$145.06	\$217.59	\$290.12	7/1/2023	6/30/2024	\$46.44	3.00%	
	\$149.41	\$224.12	\$298.83	7/1/2024	6/30/2025	\$47.83	3.00%	
	\$153.90	\$230.84	\$307.79	7/1/2025	6/30/2026	\$49.27	3.00%	
Staff Engineer/Scientist/Planner/Surveyor III	\$117.13	\$175.70	\$234.27	1/1/2021	6/30/2021	\$37.50		\$35.01-\$40.00
	\$120.65	\$180.97	\$241.30	7/1/2021	6/30/2022	\$38.63	3.00%	
	\$124.27	\$186.40	\$248.53	7/1/2022	6/30/2023	\$39.78	3.00%	
	\$127.99	\$191.99	\$255.99	7/1/2023	6/30/2024	\$40.98	3.00%	
	\$131.83	\$197.75	\$263.67	7/1/2024	6/30/2025	\$42.21	3.00%	
	\$135.79	\$203.68	\$271.58	7/1/2025	6/30/2026	\$43.47	3.00%	
Staff Engineer/Scientist/Planner/Surveyor II	\$101.52	\$152.27	\$203.03	1/1/2021	6/30/2021	\$32.50		\$30.01-\$35.00
	\$104.56	\$156.84	\$209.12	7/1/2021	6/30/2022	\$33.48	3.00%	
	\$107.70	\$161.55	\$215.40	7/1/2022	6/30/2023	\$34.48	3.00%	
	\$110.93	\$166.39	\$221.86	7/1/2023	6/30/2024	\$35.51	3.00%	
	\$114.26	\$171.39	\$228.51	7/1/2024	6/30/2025	\$36.58	3.00%	
	\$117.68	\$176.53	\$235.37	7/1/2025	6/30/2026	\$37.68	3.00%	
Staff Engineer/Scientist/Planner/Surveyor I	\$85.90	\$128.85	\$171.80	1/1/2021	6/30/2021	\$27.50		\$25.01-\$30.00
	\$88.47	\$132.71	\$176.95	7/1/2021	6/30/2022	\$28.33	3.00%	
	\$91.13	\$136.69	\$182.26	7/1/2022	6/30/2023	\$29.17	3.00%	
	\$93.86	\$140.79	\$187.73	7/1/2023	6/30/2024	\$30.05	3.00%	
	\$96.68	\$145.02	\$193.36	7/1/2024	6/30/2025	\$30.95	3.00%	
	\$99.58	\$149.37	\$199.16	7/1/2025	6/30/2026	\$31.88	3.00%	
CAD/GIS/Tech IV	\$117.13	\$175.70	\$234.27	1/1/2021	6/30/2021	\$37.50		\$35.01-\$40.00
	\$120.65	\$180.97	\$241.30	7/1/2021	6/30/2022	\$38.63	3.00%	
	\$124.27	\$186.40	\$248.53	7/1/2022	6/30/2023	\$39.78	3.00%	
	\$127.99	\$191.99	\$255.99	7/1/2023	6/30/2024	\$40.98	3.00%	
	\$131.83	\$197.75	\$263.67	7/1/2024	6/30/2025	\$42.21	3.00%	
	\$135.79	\$203.68	\$271.58	7/1/2025	6/30/2026	\$43.47	3.00%	
CAD/GIS/Tech III	\$101.52	\$152.27	\$203.03	1/1/2021	6/30/2021	\$32.50		\$30.01-\$35.00
	\$104.56	\$156.84	\$209.12	7/1/2021	6/30/2022	\$33.48	3.00%	
	\$107.70	\$161.55	\$215.40	7/1/2022	6/30/2023	\$34.48	3.00%	
	\$110.93	\$166.39	\$221.86	7/1/2023	6/30/2024	\$35.51	3.00%	
	\$114.26	\$171.39	\$228.51	7/1/2024	6/30/2025	\$36.58	3.00%	
	\$117.68	\$176.53	\$235.37	7/1/2025	6/30/2026	\$37.68	3.00%	

CAD/GIS/Tech II	\$85.90	\$128.85	\$171.80	1/1/2021	6/30/2021	\$27.50		\$25.01-\$30.00
	\$88.47	\$132.71	\$176.95	7/1/2021	6/30/2022	\$28.33	3.00%	
	\$91.13	\$136.69	\$182.26	7/1/2022	6/30/2023	\$29.17	3.00%	
	\$93.86	\$140.79	\$187.73	7/1/2023	6/30/2024	\$30.05	3.00%	
	\$96.68	\$145.02	\$193.36	7/1/2024	6/30/2025	\$30.95	3.00%	
	\$99.58	\$149.37	\$199.16	7/1/2025	6/30/2026	\$31.88	3.00%	
CAD/GIS/Tech I	\$70.28	\$105.42	\$140.56	1/1/2021	6/30/2021	\$22.50		\$20.01-\$25.00
	\$72.39	\$108.58	\$144.78	7/1/2021	6/30/2022	\$23.18	3.00%	
	\$74.56	\$111.84	\$149.12	7/1/2022	6/30/2023	\$23.87	3.00%	
	\$76.80	\$115.20	\$153.59	7/1/2023	6/30/2024	\$24.59	3.00%	
	\$79.10	\$118.65	\$158.20	7/1/2024	6/30/2025	\$25.32	3.00%	
	\$81.47	\$122.21	\$162.95	7/1/2025	6/30/2026	\$26.08	3.00%	
Administrative Support III	\$85.90	\$128.85	\$171.80	1/1/2021	6/30/2021	\$27.50		\$25.01-\$30.00
	\$88.47	\$132.71	\$176.95	7/1/2021	6/30/2022	\$28.33	3.00%	
	\$91.13	\$136.69	\$182.26	7/1/2022	6/30/2023	\$29.17	3.00%	
	\$93.86	\$140.79	\$187.73	7/1/2023	6/30/2024	\$30.05	3.00%	
	\$96.68	\$145.02	\$193.36	7/1/2024	6/30/2025	\$30.95	3.00%	
	\$99.58	\$149.37	\$199.16	7/1/2025	6/30/2026	\$31.88	3.00%	
Administrative Support II	\$70.28	\$105.42	\$140.56	1/1/2021	6/30/2021	\$22.50		\$20.01-\$25.00
	\$72.39	\$108.58	\$144.78	7/1/2021	6/30/2022	\$23.18	3.00%	
	\$74.56	\$111.84	\$149.12	7/1/2022	6/30/2023	\$23.87	3.00%	
	\$76.80	\$115.20	\$153.59	7/1/2023	6/30/2024	\$24.59	3.00%	
	\$79.10	\$118.65	\$158.20	7/1/2024	6/30/2025	\$25.32	3.00%	
	\$81.47	\$122.21	\$162.95	7/1/2025	6/30/2026	\$26.08	3.00%	
Administrative Support I	\$54.66	\$81.99	\$109.32	1/1/2021	6/30/2021	\$17.50		\$15.00-\$20.00
	\$56.30	\$84.45	\$112.60	7/1/2021	6/30/2022	\$18.03	3.00%	
	\$57.99	\$86.99	\$115.98	7/1/2022	6/30/2023	\$18.57	3.00%	
	\$59.73	\$89.60	\$119.46	7/1/2023	6/30/2024	\$19.12	3.00%	
	\$61.52	\$92.28	\$123.05	7/1/2024	6/30/2025	\$19.70	3.00%	
	\$63.37	\$95.05	\$126.74	7/1/2025	6/30/2026	\$20.29	3.00%	

1. All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.

2. The cost proposal format shall not be amended.

3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates should be based on the consultant's annual accounting period, established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.

4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H COST PROPOSAL Page 2 of 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

Consultant **GHD Inc.** ☐ Prime Consultant ☒ Subconsultant

Project No. DPW2020-002 Contract No. _____ Date 1/13/2021

SCHEDULE OF OTHER DIRECT COST ITEMS				
DESCRIPTION OF ITEMS	QUANTITY	UNIT	UNIT COST	TOTAL
GPS	5	day	\$ 100.00	\$500
Laboratory Testing			Actual Cost	
Records Search Fees			Actual Cost	
Permit Fees			Actual Cost	
Mileage	500	mile	\$ 0.560	\$280
Tolls			Actual Cost	
Parking			Actual Cost	
Rental Vehicle and Gas			Actual Cost	
Lodging			Actual Cost	
Per Diem	50	day	\$ 120.00	\$6,000
Related Incidentals			Actual Cost	
Plan Sheets (internal)	10	sheet	\$ 1.50	\$15
Plan Sheets (external)			Actual Cost	
				\$6,795

NOTES:

- List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
- Proposed ODC items should be consistently billed regardless of client and contract type.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
- Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
- Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
- 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.
- If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
- The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
- Add additional pages if necessary.
- Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

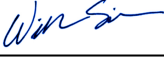
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. [Title 23 United States Code Section 112](#) - Letting of Contracts
10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
12. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Bill Silva Title *: Principal

Signature :  Date of Certification (mm/dd/yyyy): 1/14/21

Email: bill.silva@ghd.com Phone Number: 707-523-1010

Address: 2235 Mercury Way Ste 150, Santa Rosa, CA 95407

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

List services the consultant is providing under the proposed contract:

Construction management, construction inspections, and environmental support services.

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

CONTRACT TYPE: Specific Rates of Compensation

Consultant's Participation Amount: \$ 500,000.00

1. Prevailing Wages specified are based on current DIR determination. Any future DIR escalation of prevailing wage rates will be reflected in the loaded rates

2. "NC" denotes No Charge for work more than 8 hours per day and for weekends and holidays for this contract only.

3. The billing rates shown in this cost proposal for PW rates are calculated with estimated fringe benefits of the staff. The actual billing rates to be used in the invoices will be calculated by using the actual PW fringe benefits of the individual staff in accordance with the certified benefits statement submitted with each invoice.

4. The employee's actual hourly rates shown in this cost proposal are the rates that Contract Manager's pre-experience. Callers of the contract are required for addition of staff not previously listed on the cost proposal. The billing rates for these employees, including those that fall under general classifications, will be calculated and reimbursed based on their actual hourly rates on 3/5/19. Hourly rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel listed on this cost proposal having similar experience.

5. Travel Time Charges:
For Managers: On weekdays up to a maximum of 8 hours will be charged for work time, travel time or any combination of travel and work time. Billing Rate = Loaded Rate Formula "C" above.
For Exempt staff: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed as follow:
Billing rate for travel time = Loaded Rate Formula "C" above.
All travel time, outside of the regular work day, will be billed without the application of overhead rate as follow: Billing Rate = (Actual Hourly Rate) (1 + Fee) + (Delta Base + Delta Fringe)

For Non-Exempt employees: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed at full normal overhead rate (i.e. without the application of the 1.5X or 2.0X multiplier for overtime as follow:

EXHIBIT 10-H4 COST PROPOSAL FOR CONTRACTS WITH PREVAILING WAGES

CONTRACT TYPE: Specific Rates of Compensation
CONSULTANT: GHD Inc. PRIME SUB X
PROJECT NO.: DPW2020-002 CONTRACT NO.: N/A DATE: 1/13/21
Consultant's Participation Amount: \$ 500,000.00

SCHEDULE OF OTHER DIRECT COST ITEMS

GHD Inc.				
DESCRIPTION OF ITEMS	QUANTITY	UNIT	UNIT COST	TOTAL
GPS	5	day	\$ 100.00	\$500
Laboratory Testing			Actual Cost	
Records Search Fees			Actual Cost	
Permit Fees			Actual Cost	
Mileage	500	mile	\$ 0.560	\$280
Tolls			Actual Cost	
Parking			Actual Cost	
Rental Vehicle and Gas			Actual Cost	
Lodging			Actual Cost	
Per Diem	50	day	\$ 120.00	\$6,000
Related Incidentals			Actual Cost	
Plan Sheets (internal)	10	sheet	\$ 1.50	\$15
Plan Sheets (external)			Actual Cost	
				\$6,795

Important Notes:

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

EXHIBIT 10-H2 COST PROPOSAL**SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)****Note: Mark-ups are Not Allowed**Consultant Kolstad Land Surveyors Prime Consultant x Subconsultant □ 2nd Tier SubconsultantProject No. Humboldt County On-Call Contract No. DPW2020-002 **Participation Amount \$50,000** Date 1/19/2021

For Combined Rate	Fringe Benefit %	+	General & Administrative %	=	110.00% Combined ICR%
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For Home Office Rate	Fringe Benefit %	+	General & Administrative %	=	0 Home Office ICR%
For Field Office Rate	Fringe Benefit %	+	General & Administrative %	=	0 Field Office ICR%

Fee	=	10%
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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		
Dylan Kolstad	\$ 222.29	\$222.29	\$222.29	1/1/2021	12/31/2021	\$ 96.23	Not Applicable
Chief of Party P. W.	\$ 228.96	\$228.96	\$228.96	1/1/2022	12/31/2022	\$ 99.12	3.00%
Exempt							
Loren Blodgett	\$ 175.54	\$263.31	\$351.07	1/1/2021	12/31/2021	\$ 75.99	Not Applicable
Instrumentman P. W.	\$ 180.80	\$271.20	\$361.61	1/1/2022	12/31/2022	\$ 78.27	3.00%
Non-Exempt							
Jona Kavanaugh	\$ 168.88	\$253.33	\$337.77	1/1/2021	12/31/2021	\$ 73.11	Not Applicable
Rodman P. W.	\$ 173.95	\$260.93	\$347.90	1/1/2022	12/31/2022	\$ 75.30	3.00%
Non-Exempt							
TBD	\$ 108.64	\$162.96	\$217.28	1/1/2021	12/31/2021	\$ 47.03	Not Applicable
Office or travel	\$ 111.90	\$167.85	\$223.80	1/1/2022	12/31/2022	\$ 48.44	3.00%
Non-Exempt							

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.

Signature
11/19/2021

EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Kolstad Land Surveyors Prime Consultant x Subconsultant

Project No. Contract No.

Date 1/19/2021

SCHEDULE OF OTHER DIRECT COST ITEMS					Total
Description of Item	Quantity	Unit	Unit Cost		
External Printing and Reproduction	1	1	Actual (note 3)		
Color Copy	1	1	Actual (note 3)		
Postage/Delivery/Overnight	1	1	Actual (note 3)		
Vehicle for field work	1	Day	\$150		
Rental Vehicle, Gas		Day	Note 3		
Tolls, Parking		Each	Note 3		
Per Diem	\$150	per overnight	Note 3		
Cell Phones			N/C		
Office Computers			N/C		
Survey Equipment	1	Day	\$350		
Other Misc. Field costs (as approved)					
Subconsultant:					

- List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
- Proposed ODC items should be consistently billed regardless of client and contract type.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
- Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
- Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
- 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.
- If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
- The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
- Add additional pages if necessary.
- Subconsultants must provide their own cost proposals.

[Signature]
1/19/2021


EXHIBIT 10-H2 COST PROPOSAL**Certification of Direct Costs:**

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

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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Dylan Kolstad Title *: Corp. Secretary, Chief Surveyor
Signature:  Date of Certification (mm/dd/yyyy): 1/19/2021
Email: kolstad@kolstadpls.com Phone Number: 707.822.2718

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

List services the consultant is providing under the proposed contract:

Land Surveying

EXHIBIT 10-H4 COST PROPOSAL FOR CONTRACTS WITH PREVAILING WAGES

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

Please Note: Consultant completes all items in yellow highlight

CONSULTANT: Kolstad Land Surveyors

PRIME _____ SUB _____ X

CONTRACT TYPE _____

(LIST ONE OF THE ABOVE LISTED CONTRACT TYPES)

PROJECT NO. Humboldt County On-Call

CONTRACT NO.: DPW2020-002

DATE: 1/13/21

Prime Consultant's Participation Amount \$50,000

Loaded Rate Calculation**Non-Exempt Employee Loaded Billing Rates**

A) Straight Time = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)
 B) 1.5X or 2.0X Overtime = (Actual Hourly Rate) * (1 + Field O.H.) * (1 + Fee) + 1.5X or 2.0X (Actual Hourly Rate) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)
 C) Straight Time or 1.5X or 2.0X Overtime = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)

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

Home Office Personnel:	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	0.00%	0.00%	0.00%	110.00%
OVERTIME	0.00%	0.00%	0.00%	110.00%
Field Office Personnel:	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	0.00%	0.00%	0.00%	110.00%
OVERTIME	0.00%	0.00%	0.00%	110.00%

The PW differentials Delta Base and Delta Fringe shown in the formulas above for Loaded Billing Rates are applicable only when performing services covered under DIR determinations.																														Applicable Multiplier Delta Base Field			=	0.00	
																														Applicable Multiplier Fringe Field			=	0.00	
Name/Classification	Home Office Personnel	Effective Date of Hourly Rate	Prevailing Wage Rate established by State DIR (only applicable for prevailing wage work)						Employee Actual Rate (fringe benefits vary year over year)						DELTA (TOTAL) = Employee Total Rate - DIR Rate			Applicable DELTA (TOTAL)	DELTA (BASE) = Employee Base - DIR Base		Applicable DELTA Base = DIR Rate - Employee Base Rate			Applicable DELTA Fringe = DELTA TOTAL - DELTA BASE (Employee - DIR)			Loaded Hourly Billing Rates			% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class			
			Base Salary	Fringe Benefits	Total Base Salary + Fringe Benefits	Base Salary	Estimate	Total = Base + Fringe	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT		Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	OT (1.5x)				OT (2x)		
Dylan Kolstad, Party Chief	FIELD	1/1/2021 1/1/2022	12/31/2021 12/31/2022	\$47.03 \$47.03	\$47.03 \$47.03	\$47.03 \$47.03	\$32.05 \$32.05	\$79.08 \$79.08	\$79.08 \$79.08	\$79.08 \$79.08	\$96.23 \$99.12	\$144.35 \$148.68	\$192.46 \$198.24	\$0.00 \$0.00	\$96.23 \$99.12	\$144.35 \$148.68	\$192.46 \$198.24	\$17.15 \$20.04	\$65.27 \$69.60	\$113.38 \$119.16	\$0.00 \$0.00	\$97.32 \$101.65	\$145.43 \$151.21	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$222.29 \$228.97	\$222.29 \$228.97	\$222.29 \$228.97	3.00%	\$ 96.23 \$ 99.12	N/A	
Prevailing Wage Work (Exempt)																																			
Dylan Kolstad, Party Chief	Travel	1/1/2021 1/1/2022	12/31/2021 12/31/2022	\$47.03 \$47.03	\$47.03 \$47.03	\$47.03 \$47.03	\$32.05 \$32.05	\$79.08 \$79.08	\$79.08 \$79.08	\$79.08 \$79.08	\$96.23 \$99.12	\$144.35 \$148.68	\$192.46 \$198.24	\$0.00 \$0.00	\$96.23 \$99.12	\$144.35 \$148.68	\$192.46 \$198.24	\$17.15 \$20.04	\$65.27 \$69.60	\$113.38 \$119.16	\$0.00 \$0.00	\$97.32 \$101.65	\$145.43 \$151.21	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$222.29 \$228.97	\$222.29 \$228.97	\$222.29 \$228.97	3.00%	\$ 96.23 \$ 99.12	N/A
Prevailing Wage Work (Exempt)																																			
Dylan Kolstad, Party Chief	Office	1/1/2021 1/1/2022	12/31/2021 12/31/2022															\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	\$222.29 \$228.97	\$222.29 \$228.97	\$222.29 \$228.97	3.00%	\$ 96.23 \$ 99.12	N/A	
Non-Prevailing Wage Work (Exempt)																																			
Loren Blodgett, Instrumentation	FIELD	1/1/2021 1/1/2022	12/31/2021 12/31/2022	\$43.94 \$43.94	\$65.91 \$65.91	\$87.88 \$87.88	\$32.05 \$32.05	\$75.99 \$75.99	\$97.96 \$97.96	\$119.93 \$119.93	\$75.99 \$78.27	\$113.99 \$117.41	\$151.98 \$156.54	\$0.00 \$0.00	\$75.99 \$78.27	\$113.99 \$117.41	\$151.98 \$156.54	\$0.00 \$2.28	\$16.03 \$19.45	\$32.05 \$36.61	\$0.00 \$0.00	\$48.08 \$51.50	\$64.10 \$68.66	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$175.54 \$180.80	\$213.53 \$219.94	\$251.53 \$259.07	3.00%	\$ 75.99 \$ 78.27	N/A	
Prevailing Wage Work (Non-Exempt)																																			
Loren Blodgett, Instrumentation	Travel	1/1/2021 1/1/2022	12/31/2021 12/31/2022	\$43.94 \$43.94	\$65.91 \$65.91	\$87.88 \$87.88	\$32.05 \$32.05	\$75.99 \$75.99	\$97.96 \$97.96	\$119.93 \$119.93	\$75.99 \$78.27	\$113.99 \$117.41	\$151.98 \$156.54	\$0.00 \$0.00	\$75.99 \$78.27	\$113.99 \$117.41	\$151.98 \$156.54	\$0.00 \$2.28	\$16.03 \$19.45	\$32.05 \$36.61	\$0.00 \$0.00	\$48.08 \$51.50	\$64.10 \$68.66	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$175.54 \$180.80	\$213.53 \$219.94	\$251.53 \$259.07	3.00%	\$ 75.99 \$ 78.27	N/A	
Prevailing Wage Work (Non-Exempt)																																			
Loren Blodgett, Instrumentation	Office	1/1/2021 1/1/2022	12/31/2021 12/31/2022															\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	\$175.54 \$180.80	\$213.53 \$219.94	\$251.53 \$259.07	3.00%	\$ 75.99 \$ 78.27	N/A	
Non-Prevailing Wage Work (Non-Exempt)																																			
Jona Kavanaugh, Rodman	FIELD	1/1/2021 1/1/2022	12/31/2021 12/31/2022	\$41.06 \$41.06	\$61.59 \$61.59	\$82.12 \$82.12	\$32.05 \$32.05	\$73.11 \$73.11	\$93.64 \$93.64	\$114.17 \$114.17	\$73.11 \$75.30	\$109.67 \$112.95	\$146.22 \$150.60	\$0.00 \$0.00	\$73.11 \$75.30	\$109.67 \$112.95	\$146.22 \$150.60	\$0.00 \$2.19	\$16.03 \$19.31	\$32.05 \$36.43	\$0.00 \$0.00	\$48.08 \$51.36	\$64.10 \$68.48	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$168.88 \$173.94	\$205.44 \$211.59	\$241.99 \$249.24	3.00%	\$ 73.11 \$ 75.30	N/A	
Prevailing Wage Work (Non-Exempt)																																			
Jona Kavanaugh, Rodman	Travel	1/1/2021 1/1/2022	12/31/2021 12/31/2022	\$41.06 \$41.06	\$61.59 \$61.59	\$82.12 \$82.12	\$32.05 \$32.05	\$73.11 \$73.11	\$93.64 \$93.64	\$114.17 \$114.17	\$73.11 \$75.30	\$109.67 \$112.95	\$146.22 \$150.60	\$0.00 \$0.00	\$73.11 \$75.30	\$109.67 \$112.95	\$146.22 \$150.60	\$0.00 \$2.19	\$16.03 \$19.31	\$32.05 \$36.43	\$0.00 \$0.00	\$48.08 \$51.36	\$64.10 \$68.48	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$168.88 \$173.94	\$205.44 \$211.59	\$241.99 \$249.24	3.00%	\$ 73.11 \$ 75.30	N/A	
Prevailing Wage Work (Non-Exempt)																																			
Jona Kavanaugh, Rodman	Office	1/1/2021 1/1/2022	12/31/2021 12/31/2022															\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	\$168.88 \$173.94	\$205.44 \$211.59	\$241.99 \$249.24	3.00%	\$ 73.11 \$ 75.30	N/A	
Non-Prevailing Wage Work (Non-Exempt)																																			

1. Prevailing Wages specified are based on current DIR determination. Any future DIR escalation of prevailing wage rates will be reflected in the loaded rates.

2. "NC" denotes No Charge for work more than 8 hours per day and for weekends and holidays for this contract only.

3. The billing rates shown in this cost proposal for field staff entitled for PW rates are calculated with estimated fringe benefits of the staff. The actual billing rates to be used in the invoices will be calculated by using the actual PW fringe benefits of the individual staff in accordance with the certified benefits statement submitted with each invoice.

4. The employees' actual hourly rates shown in this cost proposal are the rates that were effective on xxx/xx/xx. Caltrans Contract Manager's pre-approval is required for addition of staff not previously listed on the cost proposal. The billing rates for these employees, including those that fall under general classifications, will be calculated and reimbursed based on their actual hourly rates on xxx/xx/xx. Hourly rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel listed on this cost proposal having similar experience.

5. Travel Time Charges:

For Managers: On weekdays up to a maximum of 8 hours will be charged for work time, travel time or any combination of travel and work time. Billing Rate = Loaded Rate Formula "C" above.

For Exempt staff: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed as follows:

Billing rate for travel time = Loaded Rate Formula "C" above.

All travel time, outside of the regular work day, will be billed without the application of overhead rate as follows: Billing Rate = (Actual Hourly Rate) (1+ Fee) + (Delta Base + Delta Fringe)

For Non-Exempt Employees: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed at full normal overhead rate (i.e. without the application of the 1.5X or 2.0X multiplier for overtime as follows:

EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant O'Brien Biological Consultants Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Project No. Humboldt County On-Call Contract No. DPW2020-002 Participation Amount \$50,000.00 Date 11/30/2020

For Combined Rate	Fringe Benefit % + General & Administrative %	=	110.00%	Combined ICR%
OR				
For Home Office Rate	Fringe Benefit % + General & Administrative %	=	0	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	0	Field Office ICR%
Fee		=	10%	

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			
Name	William O'Brien	\$ 75.08	\$112.61	\$150.15	1/1/2021	12/31/2021	\$ 32.50		Not Applicable
Title	Biologist	\$ 77.33	\$115.99	\$154.65	1/1/2022	12/31/2022	\$ 33.48	3.00%	Not Applicable
Classification									
Name		\$ -			1/1/2021	12/31/2021	\$ -		Not Applicable
Title		\$ -			1/1/2022	12/31/2022	\$ -	3.00%	Not Applicable
Classification									
Name		\$ -			1/1/2021	12/31/2021	\$ -		Not Applicable
Title		\$ -			1/1/2022	12/31/2022	\$ -	3.00%	Not Applicable
Classification									
Name		\$ -			1/1/2021	12/31/2021	\$ -		Not Applicable
Title		\$ -			1/1/2022	12/31/2022	\$ -	3.00%	Not Applicable
Classification									
Name		\$ -			1/1/2021	12/31/2021	\$ -		Not Applicable
Title		\$ -			1/1/2022	12/31/2022	\$ -	3.00%	Not Applicable
Classification									
Name		\$ -			1/1/2021	12/31/2021	\$ -		Not Applicable
Title		\$ -			1/1/2022	12/31/2022	\$ -	3.00%	Not Applicable
Classification									
Name		\$ -			1/1/2021	12/31/2021	\$ -		Not Applicable

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			
Title	\$ -			1/1/2022	12/31/2022	\$ -	3.00%	Not Applicable
Classification								
Name	\$ -			1/1/2021	12/31/2021	\$ -		Not Applicable
Title	\$ -			1/1/2022	12/31/2022	\$ -	3.00%	Not Applicable
Classification								
Name	\$ -			1/1/2021	12/31/2021	\$ -		Not Applicable
Title	\$ -			1/1/2022	12/31/2022	\$ -	3.00%	Not Applicable
Classification								
Name	\$ -			1/1/2021	12/31/2021	\$ -		Not Applicable
Title	\$ -			1/1/2022	12/31/2022	\$ -	3.00%	Not Applicable
Classification								
Name	\$ -			1/1/2021	12/31/2021	\$ -		Not Applicable
Title	\$ -			1/1/2022	12/31/2022	\$ -	3.00%	Not Applicable
Classification								
Name	\$ -			1/1/2021	12/31/2021	\$ -		Not Applicable
Title	\$ -			1/1/2022	12/31/2022	\$ -	3.00%	Not Applicable
Classification								

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant _____ Prime Consultant _____ x Subconsultant _____

Project No. _____ Contract No. _____ Date _____

SCHEDULE OF OTHER DIRECT COST ITEMS				
Description of Item	Quantity	Unit	Unit Cost	Total
External Printing and Reproduction	0	1	Actual (note 3)	\$0
Color Copy	0	1	Actual (note 3)	\$0
Postage/Delivery/Overnight	0	1	Actual (note 3)	\$0
Personal Vehicle	1	Mile	\$0.70	\$0.70
Rental Vehicle, Gas	0	Day	Note 3	\$0
Tolls, Parking	0	Each	Note 3	\$0
Per Diem	0	Day	Note 3	\$0
Cell Phones			N/C	
Office Computers			N/C	
Other Misc. Field costs (as approved)				
Subconsultant:				

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
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 and shall not exceed current State Department of Personnel Administration rules.
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 its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL**Certification of Direct Costs:**


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

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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Brit O'Brien Title *: Senior Biologist

Signature :  Date of Certification (mm/dd/yyyy): 11/8/2020

Email: obrien_biological@yahoo.com Phone Number: 707-845-6627

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

List services the consultant is providing under the proposed contract:

Biologist

EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant **Prosio Communications** Prime Consultant x Subconsultant ☐ 2nd Tier Subconsultant

Project No. Humboldt County On-Call Contract No. DPW2020-002 Participation Amount \$100,000.00 Date 11/30/2020

For Combined Rate	Fringe Benefit % + General & Administrative %	=	101.31%	Combined ICR%
OR				
For Home Office Rate	Fringe Benefit % + General & Administrative %	=	0	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	0	Field Office ICR%
		Fee	=	10%

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			
Lori Prosio	\$ 287.45	\$287.45	\$287.45	1/1/2021	12/31/2021	\$ 129.81		Not Applicable
President	\$ 296.08	\$296.08	\$296.08	1/1/2022	12/31/2022	\$ 133.70	3.00%	Not Applicable
Exempt								
Kari Chapman	\$ 117.10	\$117.10	\$117.10	1/1/2021	12/31/2021	\$ 52.88		Not Applicable
Director	\$ 120.61	\$120.61	\$120.61	1/1/2022	12/31/2022	\$ 54.47	3.00%	Not Applicable
Exempt								
Aaron Samson	\$ 70.79	\$70.79	\$70.79	1/1/2021	12/31/2021	\$ 31.97		Not Applicable
Senior Account Executive	\$ 72.92	\$72.92	\$72.92	1/1/2022	12/31/2022	\$ 32.93	3.00%	Not Applicable
Exempt								
Jonathan Price	\$ 65.48	\$65.48	\$65.48	1/1/2021	12/31/2021	\$ 29.57		Not Applicable
Senior Graphic Designer	\$ 67.44	\$67.44	\$67.44	1/1/2022	12/31/2022	\$ 30.46	3.00%	Not Applicable
Exempt								
Noah Hinojos	\$ 46.50	\$69.75	\$93.00	1/1/2021	12/31/2021	\$ 21.00		Not Applicable
Account Assistant	\$ 47.90	\$71.85	\$95.80	1/1/2022	12/31/2022	\$ 21.63	3.00%	Not Applicable
Non-Exempt								
Kendall Strelow	\$ 40.97	\$61.46	\$81.94	1/1/2021	12/31/2021	\$ 18.50		Not Applicable
Account Coordinator	\$ 42.20	\$63.30	\$84.40	1/1/2022	12/31/2022	\$ 19.06	3.00%	Not Applicable
Non-Exempt								
Name	\$ -			1/1/2021	12/31/2021	\$ -		Not Applicable

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			
Title	\$ -			1/1/2022	12/31/2022	\$ -	3.00%	Not Applicable
Classification								
Name	\$ -			1/1/2021	12/31/2021	\$ -		Not Applicable
Title	\$ -			1/1/2022	12/31/2022	\$ -	3.00%	Not Applicable
Classification								
Name	\$ -			1/1/2021	12/31/2021	\$ -		Not Applicable
Title	\$ -			1/1/2022	12/31/2022	\$ -	3.00%	Not Applicable
Classification								
Name	\$ -			1/1/2021	12/31/2021	\$ -		Not Applicable
Title	\$ -			1/1/2022	12/31/2022	\$ -	3.00%	Not Applicable
Classification								
Name	\$ -			1/1/2021	12/31/2021	\$ -		Not Applicable
Title	\$ -			1/1/2022	12/31/2022	\$ -	3.00%	Not Applicable
Classification								
Name	\$ -			1/1/2021	12/31/2021	\$ -		Not Applicable
Title	\$ -			1/1/2022	12/31/2022	\$ -	3.00%	Not Applicable
Classification								

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Prosio Communications Prime Consultant ☒ Subconsultant

Project No. _____ Contract No. _____ Date 11/30/2020

SCHEDULE OF OTHER DIRECT COST ITEMS				
Description of Item	Quantity	Unit	Unit Cost	Total
External Printing and Reproduction	0	1	Actual (note 3)	\$0
Color Copy	0	1	Actual (note 3)	\$0
Postage/Delivery/Overnight	0	1	Actual (note 3)	\$0
Personal Vehicle	0	Mile	Note 3	\$0
Rental Vehicle, Gas	0	Day	Note 3	\$0
Tolls, Parking	0	Each	Note 3	\$0
Per Diem	0	Day	Note 3	\$0
Cell Phones			N/C	
Office Computers			N/C	
Other Misc. Field costs (as approved)				
Subconsultant:				

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
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 and shall not exceed current State Department of Personnel Administration rules.
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 its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL**Certification of Direct Costs:**

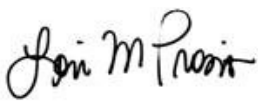
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Lori Prosio Title *: CEO

Signature :  Date of Certification (mm/dd/yyyy): 11/30/2020

Email: lprosio@prosiopr.com Phone Number: 916-251-1281

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

List services the consultant is providing under the proposed contract:

Public Information Services

EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant SHN Prime Consultant x Subconsultant ☐ 2nd Tier Subconsultant

Project No. Humboldt County On-Call Contract No. DPW2020-002 Participation Amount \$200,000 Date 11/30/2020

For Combined Rate	Fringe Benefit % + General & Administrative %	=	179.54%	Combined ICR%
OR				
For Home Office Rate	Fringe Benefit % + General & Administrative %	=	0	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	0	Field Office ICR%
Fee		=	10%	

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			
Joe Aufdermaur**	\$ 219.15			1/1/2021	12/31/2021	\$ 71.27		Not Applicable
Materials Tester/Special Inspector	\$ 225.73			1/1/2022	12/31/2022	\$ 73.41	3.00%	Not Applicable
Non Exempt/Group 2 Prevailing								
Joe Aufdermaur**	\$ 196.98			1/1/2021	12/31/2021	\$ 64.06		Not Applicable
Materials Tester/Special Inspector	\$ 202.89			1/1/2022	12/31/2022	\$ 65.98	3.00%	Not Applicable
Non Exempt/Group 3 Prevailing								
Joe Aufdermaur**	\$ 178.62			1/1/2021	12/31/2021	\$ 58.09		Not Applicable
Materials Tester/Special Inspector	\$ 183.98			1/1/2022	12/31/2022	\$ 59.83	3.00%	Not Applicable
Non Exempt/Group 4 Prevailing								
Dave Gonzales**	\$ 204.48			1/1/2021	12/31/2021	\$ 66.50		Not Applicable
Materials Tester/Special Inspector	\$ 210.62			1/1/2022	12/31/2022	\$ 68.50	3.00%	Not Applicable
Non Exempt/Group 2 Prevailing								
Dave Gonzales**	\$ 182.31			1/1/2021	12/31/2021	\$ 59.29		Not Applicable
Material Tester/Special Inspector	\$ 187.78			1/1/2022	12/31/2022	\$ 61.07	3.00%	Not Applicable
Non Exempt/Group 3 Prevailing								
Dave Gonzales**	\$ 163.96			1/1/2021	12/31/2021	\$ 53.32		Not Applicable
Materials Tester/Special Inspector	\$ 168.87			1/1/2022	12/31/2022	\$ 54.92	3.00%	Not Applicable
Non Exempt/Group 4 Prevailing								
Kyle Reese**	\$ 234.89			1/1/2021	12/31/2021	\$ 76.39		Not Applicable

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			
Materials Tester/Special Inspector	\$ 241.94			1/1/2022	12/31/2022	\$ 78.68	3.00%	Not Applicable
Non Exempt/Group 2 Prevailing								
Kyle Reese**	\$ 212.72			1/1/2021	12/31/2021	\$ 69.18		Not Applicable
Materials Tester/Special Inspector	\$ 219.11			1/1/2022	12/31/2022	\$ 71.26	3.00%	Not Applicable
Non Exempt/Group 3 Prevailing								
Kyle Reese**	\$ 194.37			1/1/2021	12/31/2021	\$ 63.21		Not Applicable
Materials Tester/Special Inspector	\$ 200.20			1/1/2022	12/31/2022	\$ 65.11	3.00%	Not Applicable
Non Exempt/Group 4 Prevailing								
Matt Herman	\$ 156.18			1/1/2021	12/31/2021	\$ 50.79		Not Applicable
Surveyor	\$ 160.86			1/1/2022	12/31/2022	\$ 52.31	3.00%	Not Applicable
Exempt/Non Prevailing								
Matt Herman**	\$ 195.17			1/1/2021	12/31/2021	\$ 63.47		Not Applicable
Survey Chief	\$ 201.02			1/1/2022	12/31/2022	\$ 65.37	3.00%	Not Applicable
Exempt/Prevailing								
Gary Simpson	\$ 184.07			1/1/2021	12/31/2021	\$ 59.86		Not Applicable
Eng. Geologist	\$ 189.59			1/1/2022	12/31/2022	\$ 61.66	3.00%	Not Applicable
Exempt/Non Prevailing								
John Dailey	\$ 165.77			1/1/2021	12/31/2021	\$ 53.91		Not Applicable
Geotechnical Eng.	\$ 170.74			1/1/2022	12/31/2022	\$ 55.53	3.00%	Not Applicable
Non Exempt/Non Prevailing								
Joe Aufdermaur	\$ 104.52			1/1/2021	12/31/2021	\$ 33.99		Not Applicable
Materials Tester/Special Inspector	\$ 107.65			1/1/2022	12/31/2022	\$ 35.01	3.00%	Not Applicable
Non Exempt/Non Prevailing								
Dave Gonzales	\$ 104.42			1/1/2021	12/31/2021	\$ 33.96		Not Applicable
Materials Tester/Special Inspector	\$ 107.56			1/1/2022	12/31/2022	\$ 34.98	3.00%	Not Applicable
Non Exempt/Non Prevailing								
Kyle Reese	\$ 79.95			1/1/2021	12/31/2021	\$ 26.00		Not Applicable
Materials Tester/Special Inspector	\$ 82.35			1/1/2022	12/31/2022	\$ 26.78	3.00%	Not Applicable
Non Exempt/Non Prevailing								
	\$ -			1/1/2021	12/31/2021			Not Applicable
	\$ -			1/1/2022	12/31/2022	\$ -	3.00%	Not Applicable

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.

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		

3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant _____ Prime Consultant _____ x Subconsultant _____

Project No. _____ Contract No. _____ Date _____

SCHEDULE OF OTHER DIRECT COST ITEMS					
Description of Item		Quantity	Unit	Unit Cost	Total
External Printing and Reproduction			1	Actual (note 3)	
Color Copy			1	Actual (note 3)	
Postage/Delivery/Overnight			1	Actual (note 3)	
Personal Vehicle			Mile	Note 3	
Rental Vehicle, Gas			Day	Note 3	
Tolls, Parking			Each	Note 3	
Per Diem	Day			Note 3	
Cell Phones				N/C	
Office Computers				N/C	
Other Misc. Field costs (as approved)					
Subconsultant:					

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
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 and shall not exceed current State Department of Personnel Administration rules.
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 its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

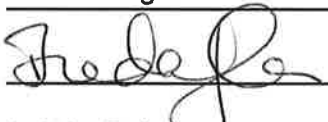
EXHIBIT 10-H2 COST PROPOSAL**Certification of Direct Costs:**

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

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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Brenda Sigler Title *: Chief Financial Officer
Signature :  Date of Certification: (01/14/2020)
Email: bsigler@shn-engr.com Phone Number: 707-441-8855

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

List services the consultant is providing under the proposed contract:

- * Materials testing services including furnishing laboratory facilities, as required.
- * Construction staking and surveying including land surveying services associated monumentation.
- * Geotechnical engineering.
- * Environmental Services.

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

CONTRACT TYPE	(LIST ONE OF THE ABOVE LISTED CONTRACT TYPES)
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Sub Consultant's Participation Amount \$200,000

Loaded Rate Calculation																				Home Office Personnel:										Field Office Personnel:																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
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Gary Simpson, Eng. Geologist	FIELD	1/1/2020 1/1/2021 1/1/2022 1/1/2023	12/31/2020 12/31/2021 12/31/2022 12/31/2023															\$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$0.00 \$184.07 \$189.60 \$195.29	\$0.00 \$214.00 \$220.43 \$227.04	\$0.00 \$243.93 \$251.26 \$258.80	3.00% 3.00% 3.00%	\$ - \$ 59.86 \$ 61.66 \$ 63.51	N/A
John Dailey, Geotechnical Engineer	FIELD	1/1/2020 1/1/2021 1/1/2022 1/1/2023	12/31/2020 12/31/2021 12/31/2022 12/31/2023															\$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$0.00 \$165.77 \$170.75 \$175.89	\$0.00 \$192.73 \$198.52 \$204.49	\$0.00 \$219.68 \$226.28 \$233.09	3.00% 3.00% 3.00%	\$ - \$ 53.91 \$ 55.53 \$ 57.20	N/A
Joe Aufdermaur, Materials Tester/Special Insp.	FIELD	1/1/2020 1/1/2021 1/1/2022 1/1/2023	12/31/2020 12/31/2021 12/31/2022 12/31/2023															\$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$0.00 \$104.52 \$107.65 \$110.88	\$0.00 \$121.51 \$125.16 \$128.91	\$0.00 \$138.51 \$142.66 \$146.94	3.00% 3.00% 3.00%	\$ - \$ 33.99 \$ 35.01 \$ 36.06	N/A
Dave Gonzales, Materials Tester/Special Insp.	FIELD	1/1/2020 1/1/2021 1/1/2022 1/1/2023	12/31/2020 12/31/2021 12/31/2022 12/31/2023															\$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$0.00 \$104.42 \$107.56 \$110.79	\$0.00 \$121.40 \$125.05 \$128.81	\$0.00 \$138.38 \$142.54 \$146.82	3.00% 3.00% 3.00%	\$ - \$ 33.96 \$ 34.98 \$ 36.03	N/A
Kyle Reese, Materials Tester/Special Insp.	FIELD	1/1/2020 1/1/2021 1/1/2022 1/1/2023	12/31/2020 12/31/2021 12/31/2022 12/31/2023															\$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$0.00 \$79.95 \$82.35 \$84.81	\$0.00 \$92.95 \$95.74 \$98.60	\$0.00 \$105.95 \$109.13 \$112.39	3.00% 3.00% 3.00%	\$ - \$ 26.00 \$ 26.78 \$ 27.58	N/A

1. Prevailing Wages specified are based on current DIR determination. Any future DIR escalation of prevailing wage rates will be reflected in the loaded rates
2. "NC" denotes No Charge for work more than 8 hours per day and for weekends and holidays for this contract only.
3. The billing rates shown in this cost proposal for field staff entitled for PW rates are calculated with estimated fringe benefits of the staff. The actual billing rates to be used in the invoices will be calculated by using the actual PW fringe benefits of the individual staff in accordance with the certified benefits statement submitted with each invoice.
4. The employees' actual hourly rates shown in this cost proposal are the rates that were effective on xx/xx/xx. Caltrans Contract Manager's pre-approval is required for addition of staff not previously listed on the cost proposal. The billing rates for these employees, including those that fall under general classifications, will be calculated and reimbursed based on their actual hourly rates on xx/xx/xx. Hourly rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel listed on this cost proposal having similar experience.
5. Travel Time Charges:

For Managers:

On weekdays up to a maximum of 8 hours will be charged for work time, travel time or any combination of travel and work time. Billing Rate = Loaded Rate Formula "C" above.

For Exempt staff:

During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed as follow:
Billing rate for travel time = Loaded Rate Formula "C" above.
All travel time, outside of the regular work day, will be billed without the application of overhead rate as follow: Billing Rate = (Actual Hourly Rate) (1+ Fee) + (Delta Base + Delta Fringe)

For Non-Exempt Employees:

During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed at full normal overhead rate (i.e. without the application of the 1.5X or 2.0X multiplier for overtime as follow:
-

EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed
Consultant

SIERRA GEOTECH DBE INC

Prime Consultant

x

Subconsultant

☐ 2nd Tier Subconsultant

Project No.

Humboldt County On-Call Contract No. DPW2020-002

Participation Amount \$ \$100,000

Date 11/30/2020

For Combined Rate	Fringe Benefit % + General & Administrative %	=	110%	Combined ICR%
OR				
For Home Office Rate	Fringe Benefit % + General & Administrative %	=	0	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	0	Field Office ICR%
Fee		=	10%	

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			
Robert Lawrence, PE, GE *	\$ 137.26	N/C	N/C	1/1/2021	12/31/2021	\$ 59.42		Not Applicable
Principal Geotechnical Engineer	\$ 141.38	N/C	N/C	1/1/2022	12/31/2022	\$ 61.20	3.00%	Not Applicable
Principal Geotechnical Engineer								
Shaun Vemuri, MBA, PE	\$ 142.76	N/C	N/C	1/1/2021	12/31/2021	\$ 61.80		Not Applicable
Principal Engineer	\$ 147.04	N/C	N/C	1/1/2022	12/31/2022	\$ 63.65	3.00%	Not Applicable
Principal Engineer								
To be determined	\$ 140.93	\$188.09	\$235.25	1/1/2021	12/31/2021	\$ 61.01		Not Applicable
Field Soils and Materials Tester (PW)	\$ 145.16	\$192.32	\$239.48	1/1/2022	12/31/2022	\$ 62.84	3.00%	Not Applicable
Geotechnical Technician								
To be determined	\$ 57.75	N/C	N/C	1/1/2021	12/31/2021	\$ 25.00		Not Applicable
Project Administrator	\$ 59.48	N/C	N/C	1/1/2022	12/31/2022	\$ 25.75	3.00%	Not Applicable
Project Administrator								
Name	\$ -			1/1/2021	12/31/2021	\$ -		Not Applicable
Title	\$ -			1/1/2022	12/31/2022	\$ -	3.00%	Not Applicable
Classification								
Name	\$ -			1/1/2021	12/31/2021	\$ -		Not Applicable
Title	\$ -			1/1/2022	12/31/2022	\$ -	3.00%	Not Applicable
Classification								
Name	\$ -			1/1/2021	12/31/2021	\$ -		Not Applicable
Title	\$ -			1/1/2022	12/31/2022	\$ -	3.00%	Not Applicable
Classification								
Name	\$ -			1/1/2021	12/31/2021	\$ -		Not Applicable
Title	\$ -			1/1/2022	12/31/2022	\$ -	3.00%	Not Applicable
Classification								
Name	\$ -			1/1/2021	12/31/2021	\$ -		Not Applicable

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹		Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg.	% or \$	Hourly range - for
		Straight	OT(1.5x)	OT(2x)	From	To	Hourly Rate ³	increase	classifications only
Title		\$ -			1/1/2022	12/31/2022	\$ -	3.00%	Not Applicable
Classification									
Name		\$ -			1/1/2021	12/31/2021	\$ -		Not Applicable
Title		\$ -			1/1/2022	12/31/2022	\$ -	3.00%	Not Applicable
Classification									
Name		\$ -			1/1/2021	12/31/2021	\$ -		Not Applicable
Title		\$ -			1/1/2022	12/31/2022	\$ -	3.00%	Not Applicable
Classification									
Name		\$ -			1/1/2021	12/31/2021	\$ -		Not Applicable
Title		\$ -			1/1/2022	12/31/2022	\$ -	3.00%	Not Applicable
Classification									
Name		\$ -			1/1/2021	12/31/2021	\$ -		Not Applicable
Title		\$ -			1/1/2022	12/31/2022	\$ -	3.00%	Not Applicable
Classification									

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant

Note: Mark-ups are Not Allowed

x Subconsultant

Project No. Humboldt County On-Call Contract No. DPW2020-002Date 11/23/2020

SCHEDULE OF OTHER DIRECT COST ITEMS				
Description of Item	Quantity	Unit	Unit Cost	Total
CT-201	1.00	EA	\$35.00	\$35.00
CT-202	1.00	EA	\$125.00	\$125.00
CT-216	1.00	EA	\$200.00	\$200.00
CT-217	1.00	EA	\$200.00	\$200.00
CT-226	1.00	EA	\$25.00	\$25.00
CT-227	1.00	EA	\$185.00	\$185.00
CT-229	1.00	EA	\$185.00	\$185.00
CT-504	1.00	EA	\$25.00	\$25.00
CT-518	1.00	EA	\$25.00	\$25.00
CT-521	1.00	EA	\$35.00	\$35.00
Other Misc. Field costs (as approved)				
Subconsultant:				

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
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 and shall not exceed current State Department of Personnel Administration rules.
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 its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

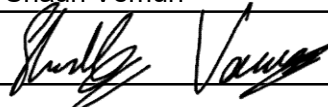

EXHIBIT 10-H2 COST PROPOSAL**Certification of Direct Costs:**

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

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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Shaun Vemuri Title *: Managing Principal
Signature :  Date of Certification (mm/dd/yyyy): 11/23/2020
Email: shaun@sierrageotech.com Phone Number: 916-917-6673 

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

List services the consultant is providing under the proposed contract:

Geotechnical Investigations and associated materials testing

Cost Proposal

EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Whitchurch Engineering Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Project No. Humboldt County On-Call Contract No. DPW2020-002 Participation Amount \$100,000.00 Date 11/30/2020

For Combined Rate	Fringe Benefit % + General & Administrative % = 110.00% Combined ICR%
OR	
For Home Office Rate	Fringe Benefit % + General & Administrative % = 0 Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative % = 0 Field Office ICR%
Fee = 10%	

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			
Ben	Adams	\$ 90.09	\$135.14	\$180.18	1/1/2021	12/31/2021	\$ 39.00		Not Applicable
Project Engineer		\$ 92.79	\$139.19	\$185.59	1/1/2022	12/31/2022	\$ 40.17	3.00%	Not Applicable
Construction Inspector									
Patrick M. Gent		\$ 130.05	\$195.08	\$260.11	1/1/2021	12/31/2021	\$ 56.30		Not Applicable
Construction Inspector/Office Engineer		\$ 133.95	\$200.93	\$267.91	1/1/2022	12/31/2022	\$ 57.99	3.00%	Not Applicable
Construction Inspector/Office									
Ryan Cameron		\$ 110.88	\$166.32	\$221.76	1/1/2021	12/31/2021	\$ 48.00		Not Applicable
Associate Engineer		\$ 114.21	\$171.31	\$228.41	1/1/2022	12/31/2022	\$ 49.44	3.00%	Not Applicable
Construction Inspector									
Vern	Callahan	\$ 110.88	\$166.32	\$221.76	1/1/2021	12/31/2021	\$ 48.00		Not Applicable
Title		\$ 114.21	\$171.31	\$228.41	1/1/2022	12/31/2022	\$ 49.44	3.00%	Not Applicable
Construction Inspector									

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.

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		

4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Whitchurch Engineering Prime Consultant ☐ Subconsultant ☒

Project No. _____ Contract No. _____

Date 11/30/2020

SCHEDULE OF OTHER DIRECT COST ITEMS				
Description of Item	Quantity	Unit	Unit Cost	Total
External Printing and Reproduction	0	1	Actual (note 3)	\$0
Color Copy	0	1	Actual (note 3)	\$0
Postage/Delivery/Overnight	0	1	Actual (note 3)	\$0
Personal Vehicle	0	Mile	Per Federal Rate	\$0
Rental Vehicle, Gas	0	Day	Note 3	\$0
Tolls, Parking	0	Each	Actual (note 3)	\$0
Per Diem	0	Day	Note 3	\$0
Cell Phones			N/C	
Office Computers			N/C	
Other Misc. Field costs (as approved)				
Subconsultant:				

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
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 and shall not exceed current State Department of Personnel Administration rules.
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 its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL**Certification of Direct Costs:**


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

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

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Chris Duncan Title *: Business Manager

Signature :  Date of Certification (mm/dd/yyyy): 12/4/2020

Email: cmd@whitchurchengineering.com Phone Number: 707-725-6926

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

List services the consultant is providing under the proposed contract:

Inspection and Office Engineering

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

CONTRACT TYPE	(LIST ONE OF THE ABOVE LISTED CONTRACT TYPES)
---------------	---

CONTRACT TYPE	(LIST ONE OF THE ABOVE LISTED CONTRACT TYPES)
---------------	---

Prime Consultant's Participation Amount	\$100,000,000
---	---------------

5. **Travel Time Charges:**

For Managers: On weekdays up to a maximum of 8 hours will be charged for work time, travel time or any combination of travel and work time. Billing Rate = Loaded Rate Formula "C" above.

For Exempt staff: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed as follows:
Billing rate for travel time = Loaded Rate Formula "C" above.

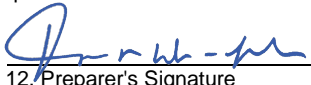
All travel time, outside of the regular work day, will be billed without the application of overhead rate as follows: Billing Rate = (Actual Hourly Rate) (1+ Fee) + (Delta Base + Delta Fringe)

For Non-Exempt employees: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed at full normal overhead rate (i.e. without the application of the 1.5X or 2.0X multiplier for overtime as follows:

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

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: Ghirardelli Associates, Inc. 2. Contract DBE Goal: 10%
 3. Project Description: On-Call Professional Construction Management Services
 4. Project Location: County of Humboldt
 5. Consultant's Name: Ghirardelli Associates, Inc. 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Office Engineering	DBE No. 47453	Albat 7317 Flowerwood Way, Sacramento, CA 95831 Tatevik Janvelyan, 323-459-7510	6.0
Public Information Services	DBE No. 42975	Prosio 1544 Eureka Rd., Ste. 210, Roseville, CA 95661 Lori Prosio, 916-251-1280	2.0
Geotechnical Support / Materials Testing	DBE No. 46066	Sierra Geotech 2250 Sierra Meadows Dr., Ste. A Rocklin, CA 95677 Seth Jayne, 916-934-2167	2.0
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	10.0 %
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
20. Local Agency Representative's Signature _____ 22. Local Agency Representative's Name _____ 24. Local Agency Representative's Title _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. <div style="display: flex; justify-content: space-between;"> <div>  12. Preparer's Signature Raewyn Lelo-Butcher 14. Preparer's Name Executive Vice President 16. Preparer's Title </div> <div> 10/19/2020 13. Date (916) 757-6006 15. Phone </div> </div>	

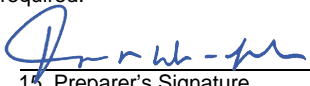
DISTRIBUTION: Original – Included with consultant's proposal to local agency.

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

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

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: Ghirardelli Associates, Inc. 2. Contract DBE Goal: 10%
 3. Project Description: On-Call Professional Construction Management Services
 4. Project Location: County of Humboldt
 5. Consultant's Name: Ghirardelli Associates, Inc. 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: \$5,000,000.00
 8. Total Dollar Amount for ALL Subconsultants: \$500,000.00 9. Total Number of ALL Subconsultants: 9

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Office Engineering	DBE No. 47453	Albat 7317 Flowerwood Way, Sacramento, CA 95831 Tatevik Janvelyan, 323-459-7510	\$300,000.00
Public Information Services	DBE No. 42975	Prosio 1544 Eureka Rd., Ste. 210, Roseville, CA 95661 Lori Prosio, 916-251-1280	\$100,000.00
Geotechnical Support / Materials Testing	DBE No. 46066	Sierra Geotech 2250 Sierra Meadows Dr., Ste. A Rocklin, CA 95677 Seth Jayne, 916-934-2167	\$100,000.00
Local Agency to Complete this Section		\$	500,000.00
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____		14. TOTAL CLAIMED DBE PARTICIPATION 10%	
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. <div style="display: flex; justify-content: space-between;"> <div> 23. Local Agency Representative's _____ 25. Local Agency Representative's Name _____ 27. Local Agency Representative's Title _____ </div> <div> 24. Date _____ 26. Phone _____ </div> </div>		<p>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.</p> <div style="display: flex; justify-content: space-between;"> <div>  15. Preparer's Signature Raewyn Lelo-Butcher 17. Preparer's Executive Vice President </div> <div> 10/19/2020 16. Date (916) 757-6006 18. Phone </div> </div>	

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

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

Attachment E – DBE Information, Good Faith Efforts (Exhibit 15-H)

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date _____ PE/CE

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

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

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

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

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

Publications	Dates of Advertisement

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

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

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

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

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

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

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

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

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

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

Name of Agency/Organization

Method/Date of Contact

Results

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

Attachment F – DBE Running Tally of Payments (Exhibit 9-F)

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

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

Do not submit this form with the invoice, it will not be processed.

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

List all DBEs regardless of tier, whether or not the firms were originally listed in Exhibit 10-02 or 15-G as a DBE commitment. If the actual DBE utilization was different than that approved at the time of award, provide comments in box (21). All payments reported, including payments to contractor/consultant, are for the date listed. Select the most appropriate contract type (Agent, Consultant, Joint Venture, Manufacturer, Prime, Regular Dealer, Subcontractor, Truck/Haul, Service Provider) for the DBE from dropdown list.

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

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

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

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

Exhibit 9-F Instructions

I. Purpose:

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

II. Policy:

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

III. Instructions:

- (1) **Reporting Period (mm-yyyy):** Indicate the month and year of payments being reported.
 - (2) **Federal Aid Project Number:** Enter the 7 digit federal-aid project number of the lead project on the contract. E.g. 5002(123) is a valid Federal-Aid Project Number.
 - (3) **Caltrans District:** Enter the appropriate Caltrans District number as 1 through 12.
 - (4) **Local Agency:** List the local agency's name.
 - (5) **Contract Number:** List the local agency assigned contract agreement number.
 - (6) **Total Contract Award Amount (\$):** Enter the total current contract award amount of the project.
 - (7) **DBE Goal Percentage (%):** Enter the contract DBE goal percentage as it appears on the project advertisement.
 - (8) **DBE Committed Percentage (%):** Enter percentage of the Prime contract committed to DBE firms.
 - (9) **Prime Contractor/Consultant DUNS Number:** Enter the unique nine-digit Data Universal Numbering System (DUNS) that Contractors/Consultants should have in order to participate in Federally-funded contracts.
 - (10) **Business Name:** List the name for the prime contractor/consultant as identified in Procedure 9 above.
 - (11) **Amount Prime's Invoice This Period (\$):** Enter the total invoice amount that prime submitted for reimbursement this period.
 - (12) **Amount Paid to Prime To Date (\$):** Enter the total payment that is paid to the Prime to date.
 - (13) **Prime certified DBE:** Enter "Yes" if Prime Contractor/Consultant is certified DBE and "No" otherwise.
DBE Prime contractor needs to fill in from procedure (14) to (21) for payments to DBE Subcontractors and DBE Prime's self-performing.
- Note:** For Procedures (14) through (21) below, insert rows as needed to list all DBEs included on Exhibits 10-O2 or 15-G, and any other DBEs that were utilized regardless of tier.
- (14) **DBE Firm name:** List the DBE's firm name.
 - (15) **DBE Cert. Number:** List the DBE's certification number as listed in the California Unified Certification Program (CUCP) database.
 - (16) **Contract Type:** Select the most appropriate Subcontractor's contract type (Agent, Consultant, Joint Venture, Manufacturer, Prime, Regular Dealer, Subcontractor, Truck/Haul, Service Provider from dropdown list.)
 - (17) **Date of Payment:** List current check date when a check is issued to the DBE for work performed by the DBE.
 - (18) **Amount of This Payment:** List the total amount paid to the DBE this period.
 - (19) **Amount Paid to Date:** List the total amount paid to this DBE to date. This should be a total of past payments plus payment for the current work just invoiced to the Local Agency.
 - (20) **Amount Committed to This DBE Firm:** Copy the information from the agency signed Exhibit 10-O2 or 15-G. If the listed DBE was not originally committed to, type "0."
 - (21) **Comments:** Add appropriate notes if a DBE subcontract was terminated, a DBE subcontract was added, if change orders impacted the DBE's payments (include good faith efforts the prime contractor/consultant implemented), if task orders weren't issued, etc.
 - (22) **Prime Contractor/Consultant Manager's Name:** Enter the manager's name of the prime contractor/consultant of the project.
 - (23) **Business Phone Number:** Enter the manager's business phone number of the prime contractor/consultant.
 - (24) **Date:** Provide the date this form was prepared.
 - (25) **Copy Distribution:** The prime contractor/consultant will need to maintain a copy with the contract file (electronic and/or paper). The prime contractor/consultant will need to e-mail this form as provided in the Section II. Policy, paragraphs A as stated above. Local agency will need to keep a copy with the contract file.

Attachment G – DBE Certification Status Change (Exhibit 17-O)

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

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

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

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

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

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

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

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

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

Attachment H – Final Report – Utilization of DBE First-Tier Subconsultants (Exhibit 17-F)

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

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

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

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

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

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

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

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

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

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

Indirect Cost Rate:

Combined Rate 119.98 % **OR**

Home Office Rate _____ % and Field Office Rate (if applicable) _____ %

Facilities Capital Cost of Money 0.06 % (if applicable)

Fiscal period * 01/01/2019 - 12/31/2019

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

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

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

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

Financial Management System:

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

Our financial management system has the following attributes:

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

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

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

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

All A&E Contract Information:

- Total participation amount \$ 71,000,000 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1.
- Years of consultant's experience with 48 CFR Part 31 is 20.
- Audit history of the consultant's current and prior years (if applicable)

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

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

Name**: Alain Charles

Title**: Corporate Controller

Signature: Alain Charles

Date of Certification (mm/dd/yyyy): 11/30/2020

Email**: acharles@ghirardelliassoc.com

Phone Number**: 408.435.5503

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

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

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

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

Consultant Firm Name: Albat

Local Agency (if applicable): Humboldt County

Contract # (if applicable): DPW2020-02

Federal Project #: _____

Contract Total: \$ _____

For Subconsultants - estimated % of work to be performed: _____%

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

CERTIFICATION OF ELIGIBILITY:

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

1. Do not have relevant contract cost history to use as a base for developing a Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31 compliant indirect cost rate (ICR).

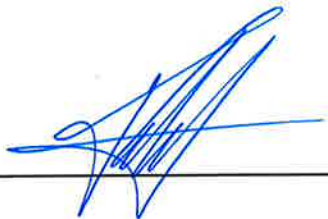
OR

1. Do not have a previously accepted ICR by a cognizant agency, or with an audited/accepted actual ICR, and do not have an existing contract with a provisional rate
2. Am not a Prime Consultant on a Caltrans' contract \geq \$3.5M OR Local Government contract \geq \$1M, regardless of the participation amount.

CERTIFICATION OF FINANCIAL MANAGEMENT SYSTEM:

I, the undersigned, certify that our financial management system in place for this contract and moving forward meets the standards for the Safe Harbor Rate requirements and financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20. These standards require consulting firms have an accounting system adequate to accumulate, and track allowable, allocable, and reasonable direct labor and other direct costs by contract; segregate indirect costs, and remove unallowable costs.

* Consultant Certification Signature:
(Sign in blue ink only)



Consultant Certifying (Print):

Tatevik Janvelyan

Name: Tatevik Janvelyan

Title: President

Consultant Contact Information:

Email: tjanvelyan@albat.co

Phone: 323-459-7510

Business Mailing Address: 7317 Flowerwood Way

Sacramento, CA 95831

Date of Certification: 11/30/2020

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

ALSO REQUIRED IF PARTICIPATING ON A CALTRANS' CONTRACT

Attach a copy of your completed:

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

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

Consultant Name: Albat

Headquarter Address: 7317 Flowerwood Way
Sacramento, CA 95831

Location of Accounting Records: 7317 Flowerwood Way; Sacramento, CA 95831

Name: Tatevik Janvelyan Title: President

Email: tjanvelyan@albat.co Phone: 323-459-7510

Mailing Address: 7317 Flowerwood Way
Sacramento, CA 95831

To be eligible for a Safe Harbor Rate the Consultant's financial management system must be adequate to accumulate and track direct labor and other direct costs by contract, segregate indirect costs, and remove unallowable costs in accordance with 48 CFR Part 31.

Instructions:

1. This questionnaire should be completed by personnel (e.g. accounting staff) with working knowledge of the Consultant (Company)'s financial management system.
2. Answer all questions and provide an explanation and additional supporting documentation where requested.
3. If additional space is required, please attach a separate sheet and refer to items being answered by number.

References:

Title 48 Code of Federal Regulations (CFR) Part 31 -Federal cost principles (48 CFR Part 31)
Title 48 CFR Chapter 99, Subchapter B - Procurement Practices and Cost Accounting Standards
Title 23 United States Code (U.S.C.), Chapter 1, Section 112 - Letting of Contracts
Title 23 CFR, Chapter 1, Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services
American Association of State Highway and Transportation Officials (AASHTO) Uniform Audit & Accounting Guide (2016 Edition)

Definition of Terms:

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

Indirect or overhead cost is any cost that is not directly identified with a single final cost objective, but is identified with two or more final cost objectives or with at least one intermediate cost objective. (48 CFR Part 31.203)

Has the Company developed an indirect cost rate in the past?

Yes ☐ No ☒

If "Yes," you are not eligible to use the Safe Harbor Rate. Do not continue with this Questionnaire and please complete the AASHTO Appendix-B ICQ and provide an ICR Schedule.

Is the Company a Prime Consultant on a Caltrans' contract \geq \$3.5M OR Local Government contract \geq \$1M, regardless of the participation amount?

Yes ☐ No ☒

If "Yes," you are not eligible to use the Safe Harbor Rate. Do not continue with this Questionnaire and please complete the AASHTO Appendix-B ICQ and provide an Audited ICR Report.

1. What form of business entity is the Company?

☐ Sole Proprietorship ☐ Partnership ☐ C Corporation ☒ S Corporation

Other _____

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

☒ Architectural and Engineering services

☒ Program Management

☐ Preliminary Engineering

☐ Design Engineering

☐ Surveying

☐ Feasibility Studies

☐ Mapping or Architectural related services

☒ Other Quality management/ISO9001

3. Does the Company have prior government contracting experience? Yes ☐ No ☒

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

• Labor Yes ☒ No ☐

• Non-Labor Yes ☒ No ☐

Note: This will support that all direct costs are accounted for and traceable from the job cost ledger to the general ledger.

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

• Accounting Yes ☒ No ☐

• Overtime Yes ☒ No ☐

• Billing Yes ☒ No ☐

• Direct/Indirect Expenses Yes ☒ No ☐

• Timesheet Preparation Yes ☒ No ☐

• Prevailing Wage Yes ☒ No ☐

6. What types of employee status will the Company provide for this contract?

☒ Non-exempt ☒ Exempt-salaried ☒ Exempt-hourly ☒ Contract Employee

Other _____

7. Premium Overtime. Does the Company pay overtime at a premium to any employees?

Yes ☒ No ☐

If yes, answer questions below. If no, continue to question 8.

- What premium rate is paid for Non-Exempt employees:

☒ Time-and-a-half and double-time ☐ Straight rate

Other (Please explain) _____

- What premium rate is paid for Exempt-Hourly employees:

☐ Time-and-a-half and double-time ☒ Straight rate

Other (Please explain) _____

- How is premium overtime accounted for and billed?

☒ As part of Direct Labor (overhead is applied) ☐ As an indirect labor cost (included in the indirect cost rate and not directly billed)

☐ As an Other Direct Cost (no overhead applied) ☐ Other _____
(Please explain)

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

Yes ☒ No ☐

9. Are contracts/projects assigned a unique identification/project number in your accounting system?

Yes ☒ No ☐

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

☒ Vehicle

☐ Computer/CADD

☒ Printing

☐ Specialty Equipment
(List Below)

☒ Shipping

☒ Lab

☒ Travel

☒ Other (List Below)

Safety equipment: harnesses,
workboots, hardhats, vests, etc.

10a. Is Vehicle normally billed/invoiced as a direct contract/project costs? Yes ☒ No ☐

- Are mileage logs maintained for all vehicles? If "No," please explain below.

Explanation: _____

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

\$ 0.575 per mile

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

Print Name: Tatevik Janvelyan

Signature: 
(Sign in blue ink only)

Title: President

Date Completed: 11/30/2020

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

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

Consultant's Full Legal Name: Crawford & Associates

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

Indirect Cost Rate:

Combined Rate 197.20 % OR

Home Office Rate _____ % and Field Office Rate (if applicable) _____ %

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * 01/01/2019 - 12/31/2019

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

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

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

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

Financial Management System:

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

Our financial management system has the following attributes:

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

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

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

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

All A&E Contract Information:

- Total participation amount \$ 8,000,000 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1.
- Years of consultant's experience with 48 CFR Part 31 is 12.
- Audit history of the consultant's current and prior years (if applicable)

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

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

Name**: Benjamin D. Crawford

Title**: President

Signature: 

Date of Certification (mm/dd/yyyy): 01/12/2021

Email**: ben.crawford@crawford-inc.com

Phone Number**: (916) 455-4225

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

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

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

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

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

Consultant's Full Legal Name: _____

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

Indirect Cost Rate:

Combined Rate _____ % **OR**

Home Office Rate _____ % and Field Office Rate (if applicable) _____ %

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * _____

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

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

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

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

Financial Management System:

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

Our financial management system has the following attributes:

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

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

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

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

All A&E Contract Information:

- Total participation amount \$ _____ on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is _____.
- Years of consultant's experience with 48 CFR Part 31 is _____.
- Audit history of the consultant's current and prior years (if applicable)

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

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

Name**: Freny Shah

Title**: Finance Manager

Signature: 

Date of Certification (mm/dd/yyyy): _____

Email**: Freny.Shah@ghd.com

Phone Number**: +1 562 206 7993

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

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

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

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

Consultant Firm Name: Kolstad Surveyors Corporation

Local Agency (if applicable): _____

Contract # (if applicable): _____

Federal Project #: _____

Contract Total: \$ _____

For Subconsultants - estimated % of work to be performed: _____%

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

CERTIFICATION OF ELIGIBILITY:

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

1. Do not have relevant contract cost history to use as a base for developing a Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31 compliant indirect cost rate (ICR).

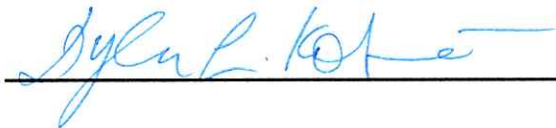
OR

1. Do not have a previously accepted ICR by a cognizant agency, or with an audited/accepted actual ICR, and do not have an existing contract with a provisional rate
2. Am not a Prime Consultant on a Caltrans' contract \geq \$3.5M OR Local Government contract \geq \$1M, regardless of the participation amount.

CERTIFICATION OF FINANCIAL MANAGEMENT SYSTEM:

I, the undersigned, certify that our financial management system in place for this contract and moving forward meets the standards for the Safe Harbor Rate requirements and financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20. These standards require consulting firms have an accounting system adequate to accumulate, and track allowable, allocable, and reasonable direct labor and other direct costs by contract; segregate indirect costs, and remove unallowable costs.

* Consultant Certification Signature:
(Sign in blue ink only)



Consultant Certifying (Print):

Dylan Lyle Kolstad

Name: Dylan Lyle Kolstad

Title: Corp. Secretary, Bus. Manager

Consultant Contact Information:

Email: kolstad@kolstadpls.com

Phone: 707-822-2718

Business Mailing Address: P.O. Box 594

Bayside, CA 95524

Date of Certification: Nov. 30, 2020

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

ALSO REQUIRED IF PARTICIPATING ON A CALTRANS' CONTRACT

Attach a copy of your completed:

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

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

Consultant Name: Kolstad Surveyors Corporation

Headquarter Address: 5472 Meyers Ave.
Eureka, CA 95503

Location of Accounting Records: 5472 Meyers Ave., Eureka, CA 95503

Name: Dylan Lyle Kolstad Title: Corp. Secretary, Bus. Manager

Email: kolstad@kolstadpls.com Phone: 707-822-2718

Mailing Address: P.O. Box 594
Bayside, CA 95524

To be eligible for a Safe Harbor Rate the Consultant's financial management system must be adequate to accumulate and track direct labor and other direct costs by contract, segregate indirect costs, and remove unallowable costs in accordance with 48 CFR Part 31.

Instructions:

1. This questionnaire should be completed by personnel (e.g. accounting staff) with working knowledge of the Consultant (Company)'s financial management system.
2. Answer all questions and provide an explanation and additional supporting documentation where requested.
3. If additional space is required, please attach a separate sheet and refer to items being answered by number.

References:

Title 48 Code of Federal Regulations (CFR) Part 31 -Federal cost principles (48 CFR Part 31)
Title 48 CFR Chapter 99, Subchapter B - Procurement Practices and Cost Accounting Standards
Title 23 United States Code (U.S.C.), Chapter 1, Section 112 - Letting of Contracts
Title 23 CFR, Chapter 1, Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services
American Association of State Highway and Transportation Officials (AASHTO) Uniform Audit & Accounting Guide (2016 Edition)

Definition of Terms:

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

Indirect or overhead cost is any cost that is not directly identified with a single final cost objective, but is identified with two or more final cost objectives or with at least one intermediate cost objective. (48 CFR Part 31.203)

Has the Company developed an indirect cost rate in the past?

Yes ☐ No ☒

If "Yes," you are not eligible to use the Safe Harbor Rate. Do not continue with this Questionnaire and please complete the AASHTO Appendix-B ICQ and provide an ICR Schedule.

Is the Company a Prime Consultant on a Caltrans' contract \geq \$3.5M OR Local Government contract \geq \$1M, regardless of the participation amount?

Yes ☐ No ☒

If "Yes," you are not eligible to use the Safe Harbor Rate. Do not continue with this Questionnaire and please complete the AASHTO Appendix-B ICQ and provide an **Audited** ICR Report.

1. What form of business entity is the Company?

☐ Sole Proprietorship ☐ Partnership ☐ C Corporation ☒ S Corporation

Other _____

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

☐ Architectural and Engineering services

☐ Program Management

☐ Preliminary Engineering

☐ Design Engineering

☒ Surveying

☐ Feasibility Studies

☐ Mapping or Architectural related services

☐ Other _____

3. Does the Company have prior government contracting experience? Yes ☒ No ☐

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

• Labor Yes ☒ No ☐

• Non-Labor Yes ☒ No ☐

Note: This will support that all direct costs are accounted for and traceable from the job cost ledger to the general ledger.

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

• Accounting Yes ☒ No ☐

• Overtime Yes ☒ No ☐

• Billing Yes ☒ No ☐

• Direct/Indirect Expenses Yes ☒ No ☐

• Timesheet Preparation Yes ☒ No ☐

• Prevailing Wage Yes ☒ No ☐

6. What types of employee status will the Company provide for this contract?

☒ Non-exempt ☒ Exempt-salaried ☐ Exempt-hourly ☐ Contract Employee

Other _____

7. Premium Overtime. Does the Company pay overtime at a premium to any employees?

Yes ☒ No ☐

If yes, answer questions below. If no, continue to question 8.

- What premium rate is paid for Non-Exempt employees:

☒ Time-and-a-half and double-time ☐ Straight rate

Other (Please explain) _____

- What premium rate is paid for Exempt-Hourly employees:

☐ Time-and-a-half and double-time ☒ Straight rate

Other (Please explain) _____

- How is premium overtime accounted for and billed?

☐ As part of Direct Labor
(overhead is applied)

☒ As an indirect labor cost (included in the
indirect cost rate and not directly billed)

☐ As an Other Direct Cost
(no overhead applied)

☐ Other _____
(Please explain)

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

Yes ☒ No ☐

9. Are contracts/projects assigned a unique identification/project number in your accounting system?

Yes ☒ No ☐

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

☐ Vehicle

☐ Shipping

☒ Computer/CADD

☐ Lab

☐ Printing

☒ Travel

☐ Specialty Equipment
(List Below)

☐ Other (List Below)

10a. Is Vehicle normally billed/invoiced as a direct contract/project costs? Yes ☐ No ☒

- Are mileage logs maintained for all vehicles? If "No," please explain below.

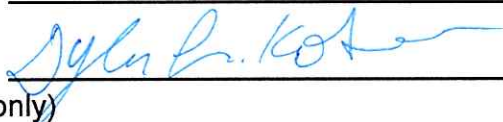
Explanation: _____

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

\$_____per mile

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

Print Name: Dylan Lyle Kolstad

Signature: 
(Sign in blue ink only)

Title: Corp. Secretary, Bus. Manager

Date Completed: Nov. 30, 2020

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

Consultant Firm Name: O'Brien Biological Consultants

Local Agency (if applicable): _____

Contract # (if applicable): _____

Federal Project #: _____

Contract Total: \$ _____

For Subconsultants - estimated % of work to be performed: _____%

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

CERTIFICATION OF ELIGIBILITY:

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

1. Do not have relevant contract cost history to use as a base for developing a Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31 compliant indirect cost rate (ICR).

OR

1. Do not have a previously accepted ICR by a cognizant agency, or with an audited/accepted actual ICR, and do not have an existing contract with a provisional rate
2. Am not a Prime Consultant on a Caltrans' contract \geq \$3.5M OR Local Government contract \geq \$1M, regardless of the participation amount.

CERTIFICATION OF FINANCIAL MANAGEMENT SYSTEM:

I, the undersigned, certify that our financial management system in place for this contract and moving forward meets the standards for the Safe Harbor Rate requirements and financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20. These standards require consulting firms have an accounting system adequate to accumulate, and track allowable, allocable, and reasonable direct labor and other direct costs by contract; segregate indirect costs, and remove unallowable costs.

* Consultant Certification Signature: William B. O'Brien
(Sign in blue ink only)

Consultant Certifying (Print): William B. O'Brien

Name: William B. O'Brien

Title: Senior Biologist / Owner

Consultant Contact Information:

Email: obrien biological@yahoo

Phone: 707.845.6627

Business Mailing Address: 2407 Frank St
Eureka, CA 95501

Date of Certification: 11/30/2020

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

ALSO REQUIRED IF PARTICIPATING ON A CALTRANS' CONTRACT

Attach a copy of your completed:

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

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

Consultant Name: O'Brien Biological Consultants

Headquarter Address: 2407 Frank St
Eureka, CA 95501

Location of Accounting Records: 2407 Frank St, Eureka, CA 95501

Name: William B. O'Brien Title: Senior Biologist / Owner

Email: obrien biological@yahoo Phone: 707.845.6627

Mailing Address: 2407 Frank St
Eureka, CA 95501

To be eligible for a Safe Harbor Rate the Consultant's financial management system must be adequate to accumulate and track direct labor and other direct costs by contract, segregate indirect costs, and remove unallowable costs in accordance with 48 CFR Part 31.

Instructions:

1. This questionnaire should be completed by personnel (e.g. accounting staff) with working knowledge of the Consultant (Company)'s financial management system.
2. Answer all questions and provide an explanation and additional supporting documentation where requested.
3. If additional space is required, please attach a separate sheet and refer to items being answered by number.

References:

Title 48 Code of Federal Regulations (CFR) Part 31 -Federal cost principles (48 CFR Part 31)
Title 48 CFR Chapter 99, Subchapter B - Procurement Practices and Cost Accounting Standards
Title 23 United States Code (U.S.C.), Chapter 1, Section 112 - Letting of Contracts
Title 23 CFR, Chapter 1, Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services
American Association of State Highway and Transportation Officials (AASHTO) Uniform Audit & Accounting Guide (2016 Edition)

Definition of Terms:

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

Indirect or overhead cost is any cost that is not directly identified with a single final cost objective, but is identified with two or more final cost objectives or with at least one intermediate cost objective. (48 CFR Part 31.203)

Has the Company developed an indirect cost rate in the past?

Yes ☐ No ☒

If "Yes," you are not eligible to use the Safe Harbor Rate. Do not continue with this Questionnaire and please complete the AASHTO Appendix-B ICQ and provide an ICR Schedule.

Is the Company a Prime Consultant on a Caltrans' contract \geq \$3.5M OR Local Government contract \geq \$1M, regardless of the participation amount?

Yes ☐ No ☒

If "Yes," you are not eligible to use the Safe Harbor Rate. Do not continue with this Questionnaire and please complete the AASHTO Appendix-B ICQ and provide an Audited ICR Report.

1. What form of business entity is the Company?

☒ Sole Proprietorship ☐ Partnership ☐ C Corporation ☐ S Corporation

Other _____

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

☐ Architectural and Engineering services

☐ Program Management

☐ Preliminary Engineering

☐ Design Engineering

☐ Surveying

☐ Feasibility Studies

☐ Mapping or Architectural related services

☒ Other Biological

3. Does the Company have prior government contracting experience? Yes ☒ No ☐

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

• Labor Yes ☐ No ☒

• Non-Labor Yes ☐ No ☒

Note: This will support that all direct costs are accounted for and traceable from the job cost ledger to the general ledger.

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

• Accounting Yes ☐ No ☒

• Overtime Yes ☒ No ☐

• Billing Yes ☐ No ☒

• Direct/Indirect Expenses Yes ☐ No ☒

• Timesheet Preparation Yes ☒ No ☐

• Prevailing Wage Yes ☐ No ☒

6. What types of employee status will the Company provide for this contract?

☒ Non-exempt ☐ Exempt-salaried ☒ Exempt-hourly ☐ Contract Employee

Other _____

7. Premium Overtime. Does the Company pay overtime at a premium to any employees?

Yes ☒ No ☐

If yes, answer questions below. If no, continue to question 8.

- What premium rate is paid for Non-Exempt employees:

☒ Time-and-a-half and double-time ☐ Straight rate

Other (Please explain) _____

- What premium rate is paid for Exempt-Hourly employees:

☐ Time-and-a-half and double-time ☒ Straight rate

Other (Please explain) _____

- How is premium overtime accounted for and billed?

☐ As part of Direct Labor
(overhead is applied)

☒ As an indirect labor cost (included in the
indirect cost rate and not directly billed)

☐ As an Other Direct Cost
(no overhead applied)

☐ Other _____
(Please explain)

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

Yes ☐ No ☒

9. Are contracts/projects assigned a unique identification/project number in your accounting system?

Yes ☒ No ☐

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

☒ Vehicle

☐ Shipping

☐ Computer/CADD

☐ Lab

☐ Printing

☐ Travel

☐ Specialty Equipment
(List Below)

☐ Other (List Below)

10a. Is Vehicle normally billed/invoiced as a direct contract/project costs? Yes ☒ No ☐

- Are mileage logs maintained for all vehicles? If "No," please explain below.

Explanation: yes, mileage logs are maintained

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

\$.70 per mile

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

Print Name: William B. O'Brien

Signature: William B. O'Brien
(Sign in blue ink only)

Title: Senior Biologist / Owner

Date Completed: 11/30/2020

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

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

Consultant's Full Legal Name: Prosio Communications

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

Indirect Cost Rate:

Combined Rate 101.31 % **OR**

Home Office Rate _____ % and Field Office Rate (if applicable) _____ %

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * 1/1/2019 to 12/31/2019

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

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

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

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

Financial Management System:

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

Our financial management system has the following attributes:

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

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

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

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

All A&E Contract Information:

- Total participation amount \$ 100,000.00 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1.
- Years of consultant's experience with 48 CFR Part 31 is .
- Audit history of the consultant's current and prior years (if applicable)
 - ☐ Cognizant ICR Audit
 - ☐ Local Gov't ICR Audit
 - ☐ Caltrans ICR Audit
 - ☐ CPA ICR Audit
 - ☐ Federal Gov't ICR Audit

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

Name**: Lori M. Pro시오

Title**: CEO

Signature: Lori M. Pro시오 Digitally signed by Lori M. Pro시오
Date: 2020.11.30 14:33:50 -08'00'

Date of Certification (mm/dd/yyyy): 11/30/2020

Email**: lpro시오@pro시오pr.com

Phone Number**: 916-251-1281

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

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

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

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

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

Consultant's Full Legal Name: SHN Consulting Engineers & Geologists, Inc.

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

Indirect Cost Rate:

Combined Rate 179.54 % **OR**

Home Office Rate _____ % and Field Office Rate (if applicable) _____ %

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * 1/1/19-12/31/19

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

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

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

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

Financial Management System:

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

Our financial management system has the following attributes:

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

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

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

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

All A&E Contract Information:

- Total participation amount \$ 11 M on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 2.
- Years of consultant's experience with 48 CFR Part 31 is 25.
- Audit history of the consultant's current and prior years (if applicable)

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

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

Name**: Brenda Sigler
 Signature: 
 Email**: bsigler@shn-engr.com

Title**: CFO
 Date of Certification (mm/dd/yyyy): 11/24/2020
 Phone Number**: 707-441-8855

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

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

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



SAFE HARBOR RATE
CONSULTANT CERTIFICATION OF ELIGIBILITY; AND CONTRACT COSTS AND FINANCIAL
MANAGEMENT SYSTEM
FOR FEDERAL-AID HIGHWAY PROJECTS

Consultant Firm Name: _____ Sierra Geotech DBE Inc _____

Local Agency (if applicable): _____

Contract # (if applicable): _____

Federal Project #: _____

Contract Total: \$ _____

For Subconsultants - estimated % of work to be performed: _____%

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

Certification of Eligibility:

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

1. Do not have relevant contract cost history to use as a base for developing a Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31 compliant indirect cost rate (ICR).

OR

2. Do not have a previously accepted ICR by a cognizant agency, or with an audited/accepted actual ICR, and do not have an existing contract with a provisional rate.

Certification of Contract Costs:

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

1. All costs included in this proposal are allowable in accordance with the Safe Harbor Rate requirements and cost principles of the FAR of 48 CFR Part 31.
2. This proposal does not include any costs which are expressly unallowable with the Safe Harbor Rate requirements and cost principles of the FAR of 48 CFR Part 31.
3. All direct costs (direct labor/billing rates and other direct costs) included in this proposal are reasonable, allowable, and allocable to the contract in accordance with the Safe Harbor Rate requirements and cost principles of the FAR of 48 CFR Part 31.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files for 3 years after final voucher of federal reimbursement.

Certification of Financial Management System:

I, the undersigned, certify that our financial management system in place for this contract and moving forward meets the standards for the Safe Harbor Rate requirements and financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49,



FR, Part 18.20. These standards require consulting firms have an accounting system adequate to accumulate, and track allowable, allocable, and reasonable direct labor and other direct costs by contract; segregate indirect costs, and remove unallowable costs.

DocuSigned by:
A blue ink signature of Shaun Vemuri.
75D95820B21B4AF...

* Consultant Certification Signature: _____

Consultant Certifying (Print): _____ Sierra Geotech DBE Inc _____

Name: _____ Shaun Vemuri _____ Title: _____ Managing Principal _____

Consultant Contact Information:

Email: _____ shaun@sierrageotech.com _____ Phone: _____ 916.917.6673 _____

Business Mailing Address: 2250 Sierra Meadows, Ste A, Rocklin, CA 95677 _____
5/28/2020

Date of Certification: _____

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

ALSO REQUIRED

Attach a copy of your completed:

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

- Distribution: 1) Original to Caltrans A&I
2) DPAC Contract Files or Local Agency Files
3) Department (Caltrans) Project Files (if applicable)



February 17, 2017

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

Consultant Name: Sierra Geotech DBE, Inc _____
Headquarter Address: Rocklin, CA _____
Location of Accounting Records: Rocklin, CA _____
Company Contact for Accounting System Questions :
 Name: Shaun Vemuri, PE _____
 Title: Managing Principal _____
 Phone Number: 916.917.6673 _____
 Email Address: shaun@sierrageotech.com _____
 Mailing Address: 2250 Sierra Meadows, STE-A, Rocklin, CA 95677 _____

Purpose:

This questionnaire is a tool for the Department of Transportation (Caltrans) to evaluate the adequacy of the Consultant's financial management system to accumulate and track direct labor and other direct costs by contract, segregate indirect costs, and remove unallowable costs.

Instructions:

1. This questionnaire should be completed by personnel (e.g. accounting staff) with working knowledge of the Consultant (Company)'s financial management system.
2. Answer all questions and provide an explanation and additional supporting documentation where requested.
3. For "No" responses, provide an explanation.
4. If additional space is required, please attach a separate sheet and refer to items being answered by number.

**IT IS IMPORTANT TO BE AWARE THAT MANY REQUESTS FOR THE USE OF THE SAFE HARBOR
INDIRECT COST RATE ARE DENIED DUE TO FAILURE TO PROPERLY COMPLETE THIS DOCUMENT.**

References:

Title 48 Code of Federal Regulations (CFR) Part 31 -Federal cost principles (48 CFR Part 31)
Title 48 CFR Chapter 99, Subchapter B - Procurement Practices and Cost Accounting Standards
Title 23 United States Code (U.S.C.), Chapter 1, Section 112 - Letting of Contracts
Title 23 CFR, Chapter 1, Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services
American Association of State Highway and Transportation Officials (AASHTO) Uniform Audit & Accounting Guide (2012 Edition)

Definition of Terms:

Cost objective is an agreement/contract, function or organizational subdivision, or other work unit for which the costs of processes, products, jobs, or projects are accumulated and measured. An "intermediate cost objective" is a cost objective used to accumulate costs that are subsequently allocated to one or more indirect cost pools and/or final cost objectives.

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

Indirect or overhead cost is any cost that is not directly identified with a single final cost objective, but is identified with two or more final cost objectives or with at least one intermediate cost objective. (48 CFR Part 31.203)

Indirect cost pools are groupings of incurred costs identified with two or more cost objectives but not identified specifically with any final cost objectives. (48 CFR Part 31.001)



February 8, 2016

1. What form of business entity is the Company?

☐
☐

Sole Proprietorship

☐

Partnership

☐

C Corporation

☒

S Corporation

2. What types of services will the Company provide for this contract? (e.g., architectural and engineering services, program management, construction management, feasibility studies, preliminary engineering, design engineering, surveying, mapping or architectural related services with respect to a highway construction project)

Civil, geotechnical and environmental consulting services

3. Does the Company have prior government contracting experience?

☐

Yes

☒

No

If yes:

a. Was the contract with a local agency, state agency, federal agency?

☐

Yes

☐

No

If "Yes", please provide the performance period of the most recent contract.

Beginning _____ Ending _____

b. Was the contract(s) funded in whole or in part with Federal-aid highway funds?

☐

Yes

☐

No

c. Did the company account for and bill costs in accordance with 48 CFR Part 31?

☐

Yes

☐

No

If "No", please explain why not?

4. What is the company's fiscal reporting period? (Start Date January 1st End Date December 31st) _____

Has the company used the same fiscal reporting period for the past two years?

5. What kind of accounting software does the Company use?

☐
☐

Internally-developed system

☒
Commercial System: Name of vendor Deltek Ajera
☐

Hybrid system: Please explain _____

6. What basis of accounting does the Company use to prepare general purpose financial statements?

☐

Cash

☒

Accrual

☐

Hybrid

Please explain "Hybrid" _____

If response above is not "Accrual", are year end accrual adjustments made for compliance with generally accepted accounting principles?

☐

Yes

☐

No

If yes, please provide a listing of the accrual adjustments made.

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

Note: Billable means labor, materials costs and other reimbursable costs and items that are stipulated in the contract and are in compliance with the Federal regulations.

a. Accounts for billable direct Labor costs

☒

Yes

☐

No

b. Accounts for non-billable direct Labors costs

☒

Yes

☐

No

c. Accounts for billable other direct costs (ODCs)

☒

Yes

☐

No

d. Accounts for non-billable ODCs

☒

Yes

☐

No

e. Accounts for allowable indirect costs

☒

Yes

☐

No

f. Accounts for unallowable costs per 48 CFR Part 31

☒

Yes

☐

No

Describe the accounting treatment for direct costs not billable to clients. (Where/how are these costs recorded?)

Unbillable costs are allocated to the client to whom

it relates to, as a direct client cost. Recorded in Deltek Ajera.

Note: This will support that all direct costs are accounted for and traceable from the job cost ledger to the general ledger.



February 8, 2016

If any responses are "Yes" to items **"a" through "f"**, please provide a copy of the Company's chart of accounts (account listings) and identify account numbers/names (i.e. account series/grouping, categories) for the cost items listed below.

- a. Accounts for billable direct Labor costs
- b. Accounts for non-billable direct Labors costs
- c. Accounts for billable other direct costs (ODCs)
- d. Accounts for non-billable ODCs
- e. Accounts for allowable indirect costs
- f. Accounts for unallowable costs per 48 CFR Part 31

Please see Attachment

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

- a. Billable direct labor costs
- b. Non-billable direct labors costs
- c. Billable other direct costs (ODCs).
- d. Non-billable ODCs.
- e. Allowable indirect costs.
- f. Unallowable costs per 48 CFR Part 31.

☒ Yes
☒ Yes
☒ Yes
☒ Yes
☒ Yes
☒ Yes

☐ No
☐ No
☐ No
☐ No
☐ No
☐ No

If "No", please explain: _____

9. Knowledge of requirements for an adequate financial management system.

- a. Are appropriate personnel within the Company familiar with 48 CFR Part 31 -Federal Cost Principles?

Yes

- b. How are appropriate personnel trained to distinguish between allowable and unallowable costs?

Experience and Consultation with a CPA

- c. When does the review for allowability of costs occur? Is it at the time the transaction is recorded or later?

Sometimes when recorded, sometimes later

10. Is indirect and direct labor separated by contract/project/cost objectives on employee timesheets?

☒ Yes

☐ No

If "Yes", please provide a copy of an approved timesheet that shows indirect and direct labor separated by contract/project/cost objectives.

11. Are contracts/projects assigned a unique identification/project number in your accounting system?

☒ Yes

☐ No

If "Yes", please provide a complete list of current active contracts/projects with their respective identification number.

12. Do the Company's timesheets include reporting codes for both direct and indirect hours?

☒ Yes

☐ No

If "Yes", do all employees, including managers and principles, record all worked hours for both direct and indirect on their timesheets?

☒ Yes

☐ No

If "No", then please explain the method used to segregate direct and indirect labor hours.



February 8, 2016

13. Does the Company record all hours worked by all employees, including managers and principals, regardless of whether the employees are exempt from overtime pay or whether all direct labor hours are billed to specific contracts/projects?

Please see AASHTO Audit Guide Chapter 5.4.F.2 for reference.

No. If "No", please explain. _____

- ☒ Yes. If "Yes", which of the following methods does the Company use to account for uncompensated overtime-the hours worked without additional compensation in excess of an average of 40 hours per week by direct-charge employee who are exempt from the Fair Labor Standards Act?

- ☐ Effective Rate Method. Please explain: _____
- ☐ Salary Variance Method (Effective or Standard Wage Rates). Please explain. (e.g., What was the total dollar amount of the salary/payroll variance for the year?): \$ _____
- ☐ Other. Please explain: _____

14. How does the Company segregate costs incurred (work performed) under the original agreement/contract and costs incurred under contract changes/modifications/amendments?

Using Deltek AJERA Software

15. Besides labor, what other costs does the Company normally bill/invoice as direct contract/project costs?

Mileage, Per Diem, Regulatory Filing Fees, Sub-Contractor Expenses, Lab Testing, Field Testing, Equipment Usage, Aerial Imagery, Maps, Archives

Does your response include a complete list of all items you intend to bill/invoice for?

☒ Yes ☐ No

If "No", please provide a listing of all those ODC items to be charged to the contract/project.

16. Based on your answers above to questions 7-15, is your financial management system **capable of accumulating, allocating and summarizing costs including direct and indirect (including labor), unallowable**, and ODCs by contract/project in accordance with the Federal cost principles?

☒ Yes ☐ No

If "Yes", please provide a sample report from a currently active contract/project showing the accumulation, allocation and summarization of direct labor and ODCs by contract/project, **if applicable**.

17. Does the Company reconcile the financial accounting system to the job-cost system?

N/A (no job-cost ledger used)

No. Please explain. _____

Yes. If "Yes", how often? (Check all that applies.) ☐ Monthly ☐ Quarterly ☒ Semiannually ☐ Annually

18. As an attachment please describe (narrative or flow chart) your process for approving, recording, and invoicing contract costs to ensure compliance with applicable federal and State laws and regulations.

We use Deltek Ajera software and the process is described in the attachment. Deltek Ajera is a industry standard software and compliance with federal and state laws is handled by Deltek through various software features.

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

Print Name

Shaun Vemuri

Signature

DocuSigned by:

76D06820B24B4AF...

Managing Principal

Title

5/28/2019

Date Completed

Standard Chart of Accounts

T

Assets (100.00-199.99)	
Current Assets	101.00 Checking Account 102.00 Savings Account 103.00 Savings Account 104.00 Payroll Checking Account 105.00 Deposits 106.00 Investments
Receivables	111.00 Accounts Receivable - Clients 114.00 Notes Receivable 115.00 Travel Advances
Unbilled Services	121.00 Unbilled Services

Fixed Assets	151.00 Furniture and Fixtures 152.00 Accumulated Depreciation - F&F 153.00 Leasehold Improvements 154.00 Accumulated Amortization - Leasehold Improvements 155.00 Automobiles 156.00 Accumulated Depreciation - Auto
Liabilities (200.00-299.99)	
Payables - Short Term	201.00 Notes Payable Short Term
Accounts Payable	210.00 Accounts Payable - Trade 211.00 Accounts Payable - Consultants 212.00 Accounts Payable - Other
Deposits	221.00 Deposits on Documents
Salaries and Deductions	231.00 Salaries Payable 232.00 FICA Payable 233.0 Federal Withholding 234.00 State Withholding 236.00 Health Care Insurance Withholding 239.00 Other Withholding
Payables - Long Term	251.00 Notes Payable - Long Term

Net Worth (300.00-399.99)	
Net Worth	301.00 Capital 311.00 Previous Years' Retained Earnings 312.00 Current Year's Profit and Loss
Revenue (400.00-499.99)	
Revenue	401.00 Billed Fee Revenue 402.00 Unbilled Revenue 421.00 Reimbursable Consultant Revenue 422.00 Reimbursable Expense Revenue
Vision's Standard Chart of Accounts divides expense accounts into three categories.	
Reimbursable Expenses (500.00-599.99)	
Outside Services Expenses (500.00-519.99)	511.00 Structural Consultant 512.00 Mechanical Consultant 513.00 Electrical Consultant 514.00 Civil & Landscape Consultant 515.00 Other Consultants

Other Reimbursable Expenses (520.00-599.99)	521.00 Travel, Meals, and Lodging 522.00 Reproductions 523.00 Models/Renderings/Photos 524.00 Long Distance Telephone 529.00 Miscellaneous Reimbursable Expenses
Direct Expenses (600.00-699.99)	
Direct Labor	601.00 Direct Labor - Principals 602.00 Direct Labor - Employees Accounts 601.00 and 602.00 capture expenses for labor performed by principals and employees. When you assign an employee to one of the Employee Types (from Configuration, Accounting, Employee Types), the employee's labor is charged to the corresponding labor account, 601.00 or 602.00.
Outside Services Expense (610.00-619.99)	611.00 Structural Consultant 612.00 Mechanical Consultant 613.00 Electrical Consultant 614.00 Civil & Landscape Consultants 615.00 Other Consultants
Other Direct Expense (620.00-699.99)	621.00 Travel, Meals, and Lodging 622.00 Reproductions 623.00 Models/Renderings/Photos 624.00 Long Distance Telephone 625.00 Miscellaneous Direct Expenses

Indirect Expenses (700.00-799.99)	
Administrative Labor	701.00 Indirect Labor - Principals 702.00 Indirect Labor - Employees 703.00 Job Cost Variance 704.00 Temporary Help 749.00 Other Office Expense
Payroll Benefits	721.00 Employer's FICA Tax 722.00 Federal Unemployment 723.00 State Unemployment 724.00 Worker's Compensation 729.00 Miscellaneous Payroll Expenses
Other Benefits	731.00 Health Care Insurance 732.00 Life Insurance 733.00 Disability Income Insurance 734.00 Other Insurance 735.00 Pension/Profit Sharing 736.00 Education and Seminars 737.00 Professional Registration and Dues

Office Expenses	741.00 Rent 742.00 Utilities 743.00 Office Supplies/Periodicals 744.00 Telephone 745.00 Posting/Shipping/Delivery 746.00 Equipment Rental 747.00 Repairs and Maintenance 748.00 Printing and Reproduction 749.00 Other Office Expenses
Legal and Financial Expenses	751.00 Legal 752.00 Accounting/Audit/Tax 753.00 Data Processing 754.00 Interest Expense 755.00 Professional Liability Insurance 756.00 Other Insurance
Automobile Expenses	761.00 Auto Gas and Oil 762.00 Auto Repairs 763.00 Auto Registration/Insurance 764.00 Travel 765.00 Hotels and Meals

Depreciation and Amortization	771.00 Depreciation - F&F 772.00 Amortization - Leasehold 773.00 Depreciation - Automobiles
Expense Recovery	791.00 Printing/Reproduction Recovery 792.00 Miscellaneous Expense Recovery
Other Miscellaneous Revenue and Expenses (800.00-999.99)	
Other Miscellaneous Revenue and Expenses	No accounts defined in the Standard Chart of Accounts. Use for "below the line" revenue and expenses, such as rental income.



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

Consultant Name:	Sierra Geotech DBE Inc
Headquarter Address:	2250 Sierra Meadows Dr STE A, Rocklin, CA 95677
Location of Accounting Records:	2250 Sierra Meadows Dr STE A, Rocklin, CA 95677
Company Contact for Accounting System Questions:	
Name:	Shaun Vemuri
Title:	Managing Principal
Phone Number:	916.934.2167
Email Address:	shaun@sierrageotech.com
Mailing Address:	2250 Sierra Meadows Dr STE A, Rocklin, CA 95677

To be eligible for a Safe Harbor Rate the Consultant's financial management system must be adequate to accumulate and track direct labor and other direct costs by contract, segregate indirect costs, and remove unallowable costs in accordance with 48 CFR Part 31.

Instructions:

1. This questionnaire should be completed by personnel (e.g. accounting staff) with working knowledge of the Consultant (Company)'s financial management system.
2. Answer all questions and provide an explanation and additional supporting documentation where requested.
3. If additional space is required, please attach a separate sheet and refer to items being answered by number.

References:

Title 48 Code of Federal Regulations (CFR) Part 31 -Federal cost principles (48 CFR Part 31)
Title 48 CFR Chapter 99, Subchapter B - Procurement Practices and Cost Accounting Standards
Title 23 United States Code (U.S.C.), Chapter 1, Section 112 - Letting of Contracts
Title 23 CFR, Chapter 1, Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services
American Association of State Highway and Transportation Officials (AASHTO) Uniform Audit & Accounting Guide (2016 Edition)

Definition of Terms:

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

Indirect or overhead cost is any cost that is not directly identified with a single final cost objective, but is identified with two or more final cost objectives or with at least one intermediate cost objective. (48 CFR Part 31.203)

Has the Company developed an indirect cost rate in the past? Yes ☐ No ☒

If "Yes," you are not eligible to use the Safe Harbor Rate. Do not continue with this Questionnaire and please complete the AASHTO Appendix-B ICQ and provide an ICR Schedule.

Is the Company a Prime Consultant on a Caltrans' contract \geq \$3.5M OR Local Government contract \geq \$1M, regardless of the participation amount? Yes ☐ No ☒

If "Yes," you are not eligible to use the Safe Harbor Rate. Do not continue with this Questionnaire and please complete the AASHTO Appendix-B ICQ and provide an Audited ICR Report.



1. What form of business entity is the Company?

Sole Proprietorship ☐ Partnership ☐ C Corporation ☐ S Corporation ☒
Other _____

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

Architectural and Engineering services	<input type="checkbox"/>	Program Management	<input type="checkbox"/>
Preliminary Engineering	<input type="checkbox"/>	Design Engineering	<input type="checkbox"/>
Surveying	<input type="checkbox"/>	Feasibility Studies	<input type="checkbox"/>
Mapping or Architectural related services	<input type="checkbox"/>	Other <u>Materials Testing</u>	<input checked="" type="checkbox"/>

3. Does the Company have prior government contracting experience? Yes ☐ No ☒

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

a. Labor	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
b. Non-labor	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Note: This will support that all direct costs are accounted for and traceable from the job cost ledger to the general ledger.

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

a. Accounting	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
b. Billing	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
c. Timesheet Preparation	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
d. Overtime	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
e. Direct/Indirect Expenses	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
f. Prevailing Wage	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

6. What types of employee status will the Company provide for this contract?

Non-exempt ☒ Exempt-salaried ☒ Exempt-hourly ☐ Contract employees ☐
Other _____

7. Premium Overtime. Does the Company pay overtime at a premium to any employees? Yes ☒ No ☐

-If Yes,

a. What premium rate is paid for Non-Exempt employees:

Time-and-a-half and double-time. ☒
Straight rate. ☐
Other. Please explain: _____

b. What premium rate is paid for Exempt-Hourly employees:

Time-and-a-half and double-time. ☐
Straight rate. ☒
Other. Please explain: _____

c. How is premium overtime accounted for and billed?

As part of Direct Labor (overhead is applied) ☒
As an Other Direct Cost (no overhead applied) ☐
As an indirect labor cost (included in the indirect cost rate and not directly billed) ☐
Other. Please explain: _____

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

Yes ☒ No ☐

9. Are contracts/projects assigned a unique identification/project number in your accounting system?

Yes ☒ No ☐



May 2018

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

Vehicle ☒

Computer/CADD ☐

Printing ☐

Specialty Equipment (List Below) ☐

Shipping ☐

Lab ☐

Travel ☒

Other (List Below) ☐

10a. Is Vehicle normally billed/invoiced as a direct contract/project costs? Yes ☒ No ☐

i. Are mileage logs maintained for all vehicles? If "No," please explain below.

Explanation: _____

ii. What is the recovery/billing rate used for Company or personal vehicle mileage reimbursement?

\$ _____ per mile

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

Print Name

Shaun Vemuri

Signature

DocuSigned by:

75D95820B24B4AF...

Managing Principal

Title

5/28/2019

Date Completed

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

Consultant Firm Name: Whitchurch Engineering, Inc.

Local Agency (if applicable): _____

Contract # (if applicable): DPW2020-002

Federal Project #: _____

Contract Total: \$ _____

For Subconsultants - estimated % of work to be performed: _____%

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

CERTIFICATION OF ELIGIBILITY:

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

1. Do not have relevant contract cost history to use as a base for developing a Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31 compliant indirect cost rate (ICR).

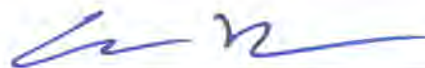
OR

1. Do not have a previously accepted ICR by a cognizant agency, or with an audited/accepted actual ICR, and do not have an existing contract with a provisional rate
2. Am not a Prime Consultant on a Caltrans' contract \geq \$3.5M OR Local Government contract \geq \$1M, regardless of the participation amount.

CERTIFICATION OF FINANCIAL MANAGEMENT SYSTEM:

I, the undersigned, certify that our financial management system in place for this contract and moving forward meets the standards for the Safe Harbor Rate requirements and financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20. These standards require consulting firms have an accounting system adequate to accumulate, and track allowable, allocable, and reasonable direct labor and other direct costs by contract; segregate indirect costs, and remove unallowable costs.

* Consultant Certification Signature: _____
(Sign in blue ink only)



Consultant Certifying (Print):

Chris Duncan

Name: Chris Duncan

Title: Financial Business Mgr.

Consultant Contact Information:

Email: cmd@whitchurchengineering.com

Phone: 707-725-6926

Business Mailing Address: 610 9th Street

Fortuna, CA 95540

Date of Certification: 11/30/2020

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

ALSO REQUIRED IF PARTICIPATING ON A CALTRANS' CONTRACT

Attach a copy of your completed:

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

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

Consultant Name: Whitchurch Engineering, Inc.

Headquarter Address: 610 9th Street
Fortuna, CA 95540

Location of Accounting Records: 610 9th Street, Fortuna, CA 95540

Name: Chris Duncan Title: Financial Business Mgr.

Email: cmd@whitchurchengineering.com Phone: 707-725-6926

Mailing Address: 610 9th Street
Fortuna, CA 95540

To be eligible for a Safe Harbor Rate the Consultant's financial management system must be adequate to accumulate and track direct labor and other direct costs by contract, segregate indirect costs, and remove unallowable costs in accordance with 48 CFR Part 31.

Instructions:

1. This questionnaire should be completed by personnel (e.g. accounting staff) with working knowledge of the Consultant (Company)'s financial management system.
2. Answer all questions and provide an explanation and additional supporting documentation where requested.
3. If additional space is required, please attach a separate sheet and refer to items being answered by number.

References:

Title 48 Code of Federal Regulations (CFR) Part 31 -Federal cost principles (48 CFR Part 31)
Title 48 CFR Chapter 99, Subchapter B - Procurement Practices and Cost Accounting Standards
Title 23 United States Code (U.S.C.), Chapter 1, Section 112 - Letting of Contracts
Title 23 CFR, Chapter 1, Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services
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Direct cost is any cost that is identified specifically with a particular cost objective. Direct costs are not limited to items that are incorporated in the end products as material or labor. Costs identified specifically with a contract are direct costs of that contract. All costs identified with other final cost objectives of the contractor are direct costs of those objectives. (48 CFR Part 31.202)

Indirect or overhead cost is any cost that is not directly identified with a single final cost objective, but is identified with two or more final cost objectives or with at least one intermediate cost objective. (48 CFR Part 31.203)

Has the Company developed an indirect cost rate in the past?

Yes ☐ No ☒

If "Yes," you are not eligible to use the Safe Harbor Rate. Do not continue with this Questionnaire and please complete the AASHTO Appendix-B ICQ and provide an ICR Schedule.

Is the Company a Prime Consultant on a Caltrans' contract \geq \$3.5M OR Local Government contract \geq \$1M, regardless of the participation amount?

Yes ☐ No ☒

If "Yes," you are not eligible to use the Safe Harbor Rate. Do not continue with this Questionnaire and please complete the AASHTO Appendix-B ICQ and provide an **Audited** ICR Report.

1. What form of business entity is the Company?

☐ Sole Proprietorship ☐ Partnership ☐ C Corporation ☒ S Corporation

Other _____

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

☒ Architectural and Engineering services

☐ Program Management

☐ Preliminary Engineering

☐ Design Engineering

☐ Surveying

☐ Feasibility Studies

☐ Mapping or Architectural related services

☐ Other _____

3. Does the Company have prior government contracting experience? Yes ☒ No ☐

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

• Labor Yes ☒ No ☐

• Non-Labor Yes ☐ No ☒

Note: This will support that all direct costs are accounted for and traceable from the job cost ledger to the general ledger.

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

• Accounting Yes ☐ No ☒

• Overtime Yes ☒ No ☐

• Billing Yes ☐ No ☒

• Direct/Indirect Expenses Yes ☐ No ☒

• Timesheet Preparation Yes ☐ No ☒

• Prevailing Wage Yes ☐ No ☒

6. What types of employee status will the Company provide for this contract?

☐ Non-exempt ☒ Exempt-salaried ☒ Exempt-hourly ☐ Contract Employee

Other _____

7. Premium Overtime. Does the Company pay overtime at a premium to any employees?

Yes ☒ No ☐

If yes, answer questions below. If no, continue to question 8.

- What premium rate is paid for Non-Exempt employees:

☒ Time-and-a-half and double-time ☐ Straight rate

Other (Please explain) _____

- What premium rate is paid for Exempt-Hourly employees:

☐ Time-and-a-half and double-time ☒ Straight rate

Other (Please explain) _____

- How is premium overtime accounted for and billed?

☐ As part of Direct Labor (overhead is applied) ☒ As an indirect labor cost (included in the indirect cost rate and not directly billed)

☐ As an Other Direct Cost (no overhead applied) ☐ Other _____
(Please explain)

8. Is indirect and direct labor separated by contract/project/cost objectives on employee timesheets with reporting codes? Yes ☐ No ☒

9. Are contracts/projects assigned a unique identification/project number in your accounting system?

Yes ☒ No ☐

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

☐ Vehicle

☒ Shipping

☒ Computer/CADD

☒ Lab

☐ Printing

☒ Travel

☐ Specialty Equipment
(List Below)

☐ Other (List Below)

10a. Is Vehicle normally billed/invoiced as a direct contract/project costs? Yes ☐ No ☒

- Are mileage logs maintained for all vehicles? If "No," please explain below.

Explanation: only milage to and from job sites is logged

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

\$ 0.85 per mile

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

Print Name: Chris Duncan

Signature: 
(Sign in blue ink only)


Title: Financial Business Mgr.

Date Completed: 11/30/2020

Attachment J – Disclosure of Lobbying Activities (Exhibit 10-Q)

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

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

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

Attachment K – Appendix E of the Title VI Assurances

Appendix E of the Title VI Assurances

(US DOT Order 1050.2A)

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

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Attachment L – Liability Insurance



GHIRASS-01

DAFKHAMI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/9/2020

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: _____												
INSURER(S) AFFORDING COVERAGE													
INSURED Ghirardelli Associates, Inc. 2055 Gateway Place, Suite 470 San Jose, CA 95110	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A : The Continental Insurance Company</td> <td style="width: 20%;">35289</td> </tr> <tr> <td>INSURER B : Transportation Insurance Company</td> <td>20494</td> </tr> <tr> <td>INSURER C : Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER D : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : The Continental Insurance Company	35289	INSURER B : Transportation Insurance Company	20494	INSURER C : Travelers Property Casualty Company of America	25674	INSURER D : Continental Casualty Company	20443	INSURER E :		INSURER F :	
INSURER A : The Continental Insurance Company	35289												
INSURER B : Transportation Insurance Company	20494												
INSURER C : Travelers Property Casualty Company of America	25674												
INSURER D : Continental Casualty Company	20443												
INSURER E :													
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 INSD	SUBR 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 Ded: 0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER: _____	X		6075689503	11/15/2020	11/15/2021	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
	MED EXP (Any one person) \$ 15,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY Ded: 0	X		6075689498	11/15/2020	11/15/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
							\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6075689517	11/15/2020	11/15/2021	EACH OCCURRENCE \$ 10,000,000
	AGGREGATE \$ 10,000,000						
	\$						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	UB-5K662442-20-43-G	6/1/2020	6/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
D	PROFESSIONAL LIAB			AEH288376164	6/1/2020	6/1/2021	Per Claim & Aggregate Deductible 5,000,000 35,000
D	PROFESSIONAL LIAB			AEH288376164	6/1/2020	6/1/2021	

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

Re: On-Call Professional Construction Management Services (GAI Project #20084).

County of Humboldt, and its agents, officers, officials, employees and volunteers as Additional Insured as respects General Liability and Auto Liability, and coverage applies on a Primary & Non-Contributory basis, per attached forms CNA75079XX 1016 and CNA63359XX 0412, pg. 1, I.A.3. Waiver of Subrogation applies to Workers Compensation per WC990376. As required by written contract.

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
---	---

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A.** in the performance of your ongoing operations subject to such **written contract**; or
 - B.** in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.
- II.** But if the **written contract** requires:
- A.** additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B.** additional insured coverage with "arising out of" language; or
 - C.** additional insured coverage to the greatest extent permissible by law;
- then paragraph **I.** above is deleted in its entirety and replaced by the following:
- WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A.** coverage broader than required by the **written contract**; or
 - B.** a higher limit of insurance than required by the **written contract**.
- IV.** The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage**, or **personal and advertising injury** arising out of:
- A.** the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B.** any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V.** Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

The Continental Insurance Co.

Insured Name: GHIRARDELLI ASSOCIATES, INC.

Policy No: 6075689503

Endorsement No: 8

Effective Date: 11/15/2020



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

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

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

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

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

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

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

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

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

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

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

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

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

All other terms and conditions of the Policy remain unchanged.

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



CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

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

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

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

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

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

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

B. Bail Bonds and Loss of Earnings

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

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

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 15; Page: 1 of 4

Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 6075689498

Policy Effective Date: 11/15/2020

Policy Page: 80 of 342



C. Fellow Employee

Section II, Paragraph B.5 does not apply.

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

II. PHYSICAL DAMAGE COVERAGE

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

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

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

B. Transportation Expenses

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

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

C. Loss of Use Expenses

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

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

D. Hired "Autos"

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

5. Hired "Autos"

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

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

E. Airbag Coverage

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

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

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 15; Page: 2 of 4

Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 6075689498

Policy Effective Date: 11/15/2020

Policy Page: 81 of 342



F. Electronic Equipment

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

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

G. Diminution In Value

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

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

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

III. Drive Other Car Coverage – Executive Officers

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

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

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

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

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

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

IV. BUSINESS AUTO CONDITIONS

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

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

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 15; Page: 3 of 4

Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 6075689498

Policy Effective Date: 11/15/2020

Policy Page: 82 of 342



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

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

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

B. Transfer Of Rights Of Recovery Against Others To Us

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

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

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

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

C. Concealment, Misrepresentation or Fraud

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

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

D. Other Insurance

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

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

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

E. Policy Period, Coverage Territory

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

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

V. DEFINITIONS

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

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



WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB-5K662442-20-43-G

**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 2.00 % 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 _____

DATE OF ISSUE: - - ST ASSIGN:

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